



City Hall Council Chamber  
1515 Sixth Street, Coachella, California  
(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)

# AGENDA

## CITY COUNCIL CLOSED SESSION AND REGULAR MEETING OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,  
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,  
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,  
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

**December 08, 2021**

5:00 PM Closed Session

6:00 PM Regular Meeting

Pursuant to Assembly Bill 361,  
along with the Governor’s State of Emergency Declaration issued on March 4, 2020,  
this meeting may be conducted via teleconference.

**This meeting’s options will be either in-person or via Zoom:**

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p><b>If you would like to attend the meeting via Zoom, here is the link:</b></p> <p><a href="https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09">https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</a>  Or One tap mobile : 16699006833,,88457271898#,,, *606140#  Or Telephone:  US: +1 669 900 6833  <b>Webinar ID: 884 5727 1898</b>  <b>Passcode: 606140</b></p> <p><b>Spanish:</b> El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**  
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing \*9 on the keypad.
  - **In Writing:**  
Written comments may be submitted to the City Council electronically via email to [cityclerk@coachella.org](mailto:cityclerk@coachella.org). Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at [www.coachella.org](http://www.coachella.org), and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

**CALL TO ORDER: - 5:00 P.M.**

**ROLL CALL:**

**APPROVAL OF AGENDA:**

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

**PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

**ADJOURN TO CLOSED SESSION:**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
One (1) potential case
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
In re: National Prescription Opiate Litigation  
U.S. District Court, Case No. 1:17-CV-2804

**RECONVENE REGULAR MEETING: - 6:00 P.M.**

**PLEDGE OF ALLEGIANCE:**

**CLOSED SESSION ANNOUNCEMENTS:**

**APPROVAL OF MINUTES:**

- [4.](#) Special Meeting Minutes of a Coachella City Council Study Session held on November 8, 2021.
- [5.](#) Regular Meeting Minutes of November 10, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- [6.](#) Special Meeting Minutes of a Coachella City Council Study Session held on November 15, 2021.

**COUNCIL REORGANIZATION:**

7. Nomination for the Position of Mayor Pro Tem

**PROCLAMATIONS/PRESENTATIONS:**

8. Presentation on Coronavirus (COVID-19) Response Efforts
9. Congratulating Lee Espinoza for His Induction into the West Coast Boxing Hall of Fame
10. Recognizing Retiring Employees:
  - Environmental Regulatory Program Manager Berlinda Blackburn
  - Parks Senior Maintenance Worker Paul Carranza
  - Sanitary Superintendent Jerry Jimenez
  - Information Technology Manager Mark Walwick
  - Streets Senior Maintenance Worker Margarito Bautista
  - Street Superintendent/Emergency Services Coordinator George Torres

**WRITTEN COMMUNICATIONS:**

**CONSENT CALENDAR:**

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member or member of the audience.)

11. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of December 8, 2021, \$1,375,093.33.
12. Adopt Ordinance No. 1188 (Zoning Ordinance Amendment 21-04) amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation. City-Initiated (*Second Reading*).
13. American Desert LLC Multi-tenant Microbusiness Project  
  
Adopt Ordinance No. 1189 (Change of Zone No. 21-03) to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54. (*Second Reading*)
14. Adopt Ordinance No. 1190 (Zoning Ordinance Amendment 21-03) amending Sections 17.72.010 and 17.74.050 of Title 17 (ZONING) of the Coachella Municipal Code to regulate time extension requests for Architectural Review and Conditional Use Permits (*Second Reading*).
15. Resolution No. 2021-76, Consider opting into Settlement Agreements with Distributors of opioids, Amerisource Bergan, Cardinal Health, and Mckesson, and Opioid Manufacturer Janssen (Owned By Johnson & Johnson)

- [16.](#) Approve execution of a maintenance agreement with Yunex LLC for the Traffic Signal Maintenance Project No. 093021, in the amount not to exceed \$180,000 for a three-year term.
- [17.](#) Annual Purchase/Renewal of Billboard Advertisement from Lamar Advertising
- [18.](#) Execute a Memorandum of Understanding for Integrated Regional Water Management Planning and Funding in the Colorado River Basin Funding Area
- [19.](#) Adopt Resolution No. 2021-77 Authorizing the City Manager to Accept a Proposition 56 Tobacco Grant Award from the State of California Department of Justice in the Amount of \$611,655 to Hire a Community Service Officer
- [20.](#) Authorize the City Manager to enter into an Agreement in an amount not to exceed \$31,000.00 with Reliable Translations, Inc. to provide Simultaneous Interpreting and Translation Services

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- [21.](#) Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.
- [22.](#) Updates to the City's Purchasing & Procurement Ordinance:
  - a) Ordinance 1191 – Recommended purchasing ordinance (*First Reading*)
  - b) Resolution No. 2021-74 – Setting purchasing and competitive procedure thresholds
  - c) Resolution No. 2021-75 – Electing to become subject to the uniform public construction cost accounting act
- [23.](#) Consideration to Appoint One Coachella Resident to fill One Planning Commission Vacancy
- [24.](#) Construction Contract with Jones Bros. Construction Co. in the amount of \$2,031,522.30 and an amount of \$203,152.23 for contingency for the construction of 48<sup>TH</sup> Ave and Harrison Street Sewer Improvements, City Project S-24.
- [25.](#) Construction Contract with Desert Concepts Construction Inc. in the amount of \$3,083,148.50 and 10% for contingency for the construction of the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.
- [26.](#) Authorize Staff to Advertise the Fire Station #79 Rehabilitation and Expansion Project (F-7) and Appropriate Funds for the Project
- [27.](#) Resolution No. 2021-78 Prepayment and Loan Agreement Amendments for CFD 2005-1 Special Assessments – Coachella Valley I Affordable Housing Project

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

- [28.](#) Resolution of the Board of Directors of the Coachella Water Authority Authorizing Resolution No. WA-2021-10 Adoption of the 2022 Indio Subbasin Water Management Plan Update: SGMA Alternative Plan

**SUCCESSOR AGENCY:**

29. Resolution No. SA-2021-05 Approving and Authorizing the Conveyance to the City by Grant Deed the Successor Agency's Interest in APN 763-131-001
30. Consider Approving the Execution by the Successor Agency to the Coachella Redevelopment Agency of the Consent to Release and Termination of Right of First Refusal Regarding Real Property Owned by DVD Facility LLC, and Recommending to the Countywide Oversight Board for the County of Riverside the Approval of the Execution by the Successor Agency to the Coachella Redevelopment Agency of said Consent to Release and Termination of Right of First Refusal

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

*Complete Agenda Packets are available for public inspection on the  
City's website [www.coachella.org](http://www.coachella.org).*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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# MINUTES

NOTICE AND CALL OF

JOINT

COACHELLA CITY COUNCIL &  
COACHELLA PLANNING COMMISSION

## STUDY SESSION

November 08, 2021  
5:00 PM

### CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 5:05 p.m. Mayor Hernandez presiding.

### ATTENDANCE:

- **Attendance by Coachella City Council Members:**

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza (*arrived at 5:10 p.m.*), Mayor Pro Tem Gonzalez (*arrived at 5:11 p.m.*), and Mayor Hernandez.

Absent: City Treasurer Aviles, and City Clerk Zepeda.

- **Attendance by Coachella Planning Commission Members:**

Present: Alternate Commissioner Leal (*arrived at 5:35 p.m.*), Commissioner Figueroa, Vice Chair Navarrete and Chair Virgen.

Absent: and Commissioner Gonzalez.

**Pursuant to Assembly Bill 361, along with the Governor's State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.**

### STUDY SESSION ITEMS:

*Councilmember Galarza arrived at 5:10 p.m. and Mayor Pro Tem Gonzalez arrived at 5:11 p.m., just at the start of the presentation. Alternate Commissioner Leal arrived at 5:35 p.m. during the presentation.*

Said study session shall be for the purpose of discussing the following:

1. Housing Element Update, presented by Kathryn Slama, David Bergman and Stefano Richichi with Lisa Wise Consulting.


Public Comments: Maribel Nunez (via Zoom)

Written Comments: David Cordero 11/8/2021 3:50 PM  
Juan Munoz 11/8/2021 1:57 PM  
Julio Flores 11/8/2021 5:18 PM

**ADJOURNMENT:**

There being no further business, the meeting concluded at 6:45 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

*[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]*



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# MINUTES

## CITY COUNCIL CLOSED SESSION AND REGULAR MEETING OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,  
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,  
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,  
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

**November 10, 2021**  
5:00 PM Closed Session  
6:00 PM Regular Meeting

### CALL TO ORDER: - 5:00 P.M.

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:25 p.m. by Councilmember Beaman Jacinto.

### ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez (*arrived at 6:39 p.m.*).

City Treasurer Aviles, and City Clerk Zepeda

Absent: Mayor Pro Tem Gonzalez.

It was announced that Mayor Pro Tem Gonzalez would be absent due to a work emergency, and Mayor Hernandez would be arriving about 6:30 p.m.

**Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.**

### APPROVAL OF AGENDA:

City Manager Martin asked Council to pull from Consent Item 15 for discussion and action to be taken separate from Consent.

Motion: To approve the agenda as amended.

Made by: Councilmember Delgado

Seconded by: Councilmember Beaman Jacinto

Approved: 3-0, by a unanimous roll call vote:



AYES: Councilmember Beaman Jacinto, Councilmember Delgado, and Councilmember Galarza.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Mayor Pro Tem Gonzalez, and Mayor Hernandez.

**PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

None.

**ADJOURN TO CLOSED SESSION:**

Council adjourned into Closed Session at 5:29 p.m. to discuss the following items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
In re: Glenroy Coachella LLC, Debtor  
US Bankruptcy Court, Central District – Los Angeles Division  
Case No. 2:21-bk-11188-BB
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
*Castillo v. City of Coachella*  
Riverside Superior Court, Case No. RIC2002393
5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
In re: National Prescription Opiate Litigation  
U.S. District Court, Case No. 1:17-CV-2804

**RECONVENE REGULAR MEETING: - 6:00 P.M.**

The City Council reconvened into open session at 6:37 p.m.

**PLEDGE OF ALLEGIANCE**

**CLOSED SESSION ANNOUNCEMENTS:**

City Attorney Campos stated that Council met in Closed Session, and direction was given, but no reportable action was taken.

**APPROVAL OF MINUTES:**

6. Regular Meeting Minutes of October 13, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
7. Special Meeting Minutes of a Coachella City Council Study Session held on September 18, 2021.

Motion: To approve the minutes as presented.

Made by: Councilmember Delgado  
Seconded by: Councilmember Beaman Jacinto  
Approved: 3-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, and Councilmember Galarza.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Mayor Pro Tem Gonzalez, and Mayor Hernandez.

**PROCLAMATIONS/PRESENTATIONS:**

*Mayor Hernandez arrived via Zoom at 6:39 p.m. during this point of the meeting.*

8. Presentation on Coronavirus (COVID-19) Response Efforts
9. Informational Presentation by the Coachella Valley Mosquito & Vector Control District regarding results from the Neighborhood Mosquito Control Treatments from the summer 2021 Application Series in Coachella

**WRITTEN COMMUNICATIONS:**

Written communication received were announced as the items came forward for discussion.

**CONSENT CALENDAR:**

10. Voucher Listings — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of November 10, 2021, \$1,836,566.84.
11. Ordinance No. 1185 Regarding Labor Peace Agreement Requirements for Cannabis Businesses (*Second Reading*)

Public Comment: Aron Velarde, via Zoom – In Support

12. Avenue 53 Re-zone Project

Ordinance No. 1187 (Change of Zone 21-02) to change the zone of approximately 50.6 acres of a 118-acre site from Manufacturing Service (M-S) to R-M Urban (20-38 du/ac). The site is located south of Ave 53, north of Ave 54, and west of Tyler St. (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007). City-Initiated. *(Second Reading)*

13. Resolution No. 2021-64 Approving the Creation and Funding for a Full-Time Finance Manager position

14. Resolution 2021-65 Approving the Creation and Funding for a Full-Time Information Technology (IT) Technician

15. *This item was pulled from the Consent Calendar and voted upon separately. See page 5*

16. Resolution No. 2021-67, a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361).

Public Comment: James R. via email, 11/10/2021 5:52 PM – Support  
Brad Anderson, in person – Opposed

17. Second Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc. to prepare the City of Coachella - 6<sup>th</sup> Cycle Housing Element Update to the General Plan, in the amount of \$13,000.00 and authorize a re-allocation of SB-2 Grant funding for this Agreement as part of approved Housing-Related Tasks.

18. Award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services, in the amount not to exceed \$275,000 during a one-year term, for various services identified, and up to three additional one-year options. Project No. 081221.

19. Amendment No. 1 to the Professional Services Agreement with KOA Corporations, Inc. for an amount of \$71,680.00 to provide PS&E and Right of Way Services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

20. Quarterly Reports - First Quarter FY 2021-2022

21. Investment Report – August 2021

22. Investment Report – September 2021

23. Resolution No. 2021-70, a Resolution of the City Council of the City of Coachella adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection

24. Resolution No. 2021-71, a Resolution of the City of Coachella City Council Authorizing the Purchase of Real Property from RMM Inv Capital for a Sales Price of \$369,000 Consisting of One Parcel Located at the Southwest Corner of Avenue 50 and Balboa Street for the Avenue 50 Widening Project (APN:768-160-001).

25. Authorize Youth Commission Application deadline be extended until filled.

Public Comment: James R., via email 11/10/2021 5:52 PM – Opposed

26. Authorize City Manager to execute a Memorandum of Understanding between the City of Coachella, West Coast Arborists, Inc., and California Urban Forests Council for the Circle 4 Amplify the Urban Forest Project and all corresponding documents.

Motion: To approve per staff recommendation, Consent Calendar Items 10 through 26, with the **exception of Item 15**, which was voted upon separately (see below).

Made by: Mayor Hernandez  
Seconded by: Councilmember Delgado  
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Mayor Pro Tem Gonzalez.

*The following item was pulled from the Consent Calendar and voted upon separately (see above):*

15. Resolution No. 2021-66, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 38084.

Staff updated the Council that today we received an official response from the County of Riverside that the street names that were:

- **Not approved** includes Calle Hidalgo, Calle Villa, Calle Ribera and Calle Perez, due to various name duplications either within the City or in neighboring cities; and
- **Approved** street names include Calle Rodriguez, Calle Ysiano, Calle Chavez, Calle Larriva, Calle Carrasco, and Calle Cervantes.

It is recommended that we modify the street names to prevent duplicate street names and improve public safety.

Motion:

- To Approve Resolution No. 2021-66; and
- Authorize staff to work with the developer and County of Riverside to modify street names as needed.

Made by: Councilmember Delgado
Seconded by: Mayor Hernandez
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.
NOES: None.
ABSTAIN: None.
ABSENT: Mayor Pro Tem Gonzalez.

*Council resumed with the regular agenda at this time.*

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

27. Hometown Heroes Honorees for 2021:

- Mario Lazcano — Community Leader and Activist
- Frank Morales, Cesar Garcia, Danny Castro, George Torres — Coachella Volunteer Firefighters
- Clara Herrera and Clara Nieblas — Community Advocate and Activist
- Rosalia Plata — Community Advocate and Activist
- Baltazar Aguirre — Exceptional Citizen and Activist

Motion: To approve per staff recommendation, with the **addition** of the name:  
• Rosa Lucas

Made by: Mayor Hernandez  
Seconded by: Councilmember Beaman Jacinto  
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Gonzalez.

28. Approve 2021 Coachella Holiday Parade theme and authorize appropriation from Undesignated General Fund Reserves for the Coachella Holiday Parade Event, in the amount of \$45,000.

Motion: To approve per staff recommendation, with the modified event date to be Friday, December 10, 2021

Made by: Councilmember Galarza  
Seconded by: Mayor Hernandez  
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Gonzalez.

29. Resolution No. 2021-68, approving the purchase of and appropriating funding for replacement servers.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado  
Seconded by: Mayor Hernandez  
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.  
 NOES: None.  
 ABSTAIN: None.  
 ABSENT: Mayor Pro Tem Gonzalez.

30. Adopt Resolution No. 2021-72 approving the 2021 City of Coachella Emergency Operations Plan.

Motion: To approve per staff recommendation  
 Made by: Councilmember Beaman Jacinto  
 Seconded by: Councilmember Delgado  
 Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.  
 NOES: None.  
 ABSTAIN: None.  
 ABSENT: Mayor Pro Tem Gonzalez.

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

31. Kismet Coachella Dispensary:

Resolution No. 2021-61, to **deny** a 12-month Time Extension for Conditional Use Permit No. 305 to convert an existing vacant commercial tenant space into a 3,050 square foot cannabis dispensary with 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6<sup>th</sup> Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6<sup>th</sup> Street.

Councilmember Beaman Jacinto re-opened the Public Hearing for Item 31 at 7:48 p.m.

Public Comment: James R., via Zoom – Opposed to Denial  
 Michael Schaefer, attorney for applicant – Opposed to Denial

Councilmember Beaman Jacinto closed the Public Hearing for Item 31 at 7:58 p.m.

Motion: To uphold Planning Commission’s recommendation to **deny**  
 Made by: Councilmember Galarza  
 Seconded by: Mayor Hernandez  
 Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.  
 NOES: None.  
 ABSTAIN: None.  
 ABSENT: Mayor Pro Tem Gonzalez.

32. Resolution No. 2021-69 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2022-23 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase III Rehabilitation Project

Councilmember Beaman Jacinto opened the Public Hearing for Item 32 at 8:18 p.m.

Public Comment: James R., via Zoom – Support

Councilmember Beaman Jacinto closed the Public Hearing for Item 32 at 8:19 p.m.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado  
 Seconded by: Councilmember Beaman Jacinto  
 Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.  
 NOES: None.  
 ABSTAIN: None.  
 ABSENT: Mayor Pro Tem Gonzalez.

33. Ordinance No. 1188 (Zoning Ordinance Amendment 21-04) amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation. City-Initiated (*First Reading*).

*Councilmember Galarza left the dais at 8:49 p.m. and returned at 8:52 p.m.*

Councilmember Beaman Jacinto opened the Public Hearing for Item 33 at 8:56 p.m.

Public Comment: James R., via Zoom – Opposed

Councilmember Beaman Jacinto closed the Public Hearing for Item 33 at 8:59 p.m.

Motion: To read title only and pass to second reading, with modifications and direction to City Engineer to establish a comprehensive plan with costs for street improvements in our agricultural areas.

Made by: Councilmember Galarza  
 Seconded by: Mayor Hernandez  
 Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez.  
 NOES: None.  
 ABSTAIN: None.  
 ABSENT: Mayor Pro Tem Gonzalez.

Mayor Hernandez left the meeting at 9:00 p.m.

*Public Comments* were moved up to this portion of the meeting being after the 8:00 hour:

1. James R., via Zoom
2. Brad Anderson, in person

*(After Public Comments, the City Council returned to the regular agenda at this point.)*

34. American Desert LLC Multi-tenant Microbusiness Project:

- a) Resolution No. 2021-73, Conditional Use Permit 342 proposes to convert an existing 18,960 square foot multi-tenant (12 units) industrial building into multi-tenant microbusiness at 86695 Avenue 54. (APN 764-280-011)
- b) Ordinance No. 1189, Change of Zone No. 21-03 proposes to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54. *(First Reading)*
- c) Variance No. 21-04 to allow the proposed Industrial Park Overlay Zone on a project area less than a 10 acres, individual lot less than 5 acres, and a lot depth less than 220 feet.

Staff asked to remove Exhibit A (added inadvertently) from the ordinance.

Councilmember Beaman Jacinto opened the Public Hearing for Item 34 at 9:12 p.m.

Public Comment: James R., via Zoom – Opposed

Councilmember Beaman Jacinto closed the Public Hearing for Item 34 at 9:13 p.m.

Motion: To approve per staff recommendation, read title only and pass to second reading; and remove Exhibit A from the ordinance

Made by: Councilmember Galarza  
 Seconded by: Councilmember Beaman Jacinto  
 Approved: 3-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, and Councilmember Galarza.  
 NOES: None.  
 ABSTAIN: None.  
 ABSENT: Mayor Pro Tem Gonzalez, and Mayor Hernandez.



35. Ordinance No. 1190 (Zoning Ordinance Amendment 21-03) amending Sections 17.72.010 and 17.74.050 of Title 17 (ZONING) of the Coachella Municipal Code to regulate time extension requests for Architectural Review and Conditional Use Permits (*First Reading*).

Councilmember Beaman Jacinto opened the Public Hearing for Item 35 at 9:21 p.m.

Public Comment: James R. via Zoom – Support

Councilmember Beaman Jacinto closed the Public Hearing for Item 35 at 9:23 p.m.

Motion: To read title only and pass to second reading.

Made by: Councilmember Delgado

Seconded by: Councilmember Beaman Jacinto

Approved: 3-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, and Councilmember Galarza.

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Gonzalez, and Mayor Hernandez.

**SUCCESSOR AGENCY:**

36. Resolution Nos. SA-2021-02, and SA-2021-03, Update Authorized Signers on the Agency’s LAIF Accounts due to Changes in Agency Staff

Motion: To approve per staff recommendation

Made by: Agency Member Galarza

Seconded by: Agency Member Beaman Jacinto

Approved: 3-0, by the following roll call vote:

AYES: Agency Member Beaman Jacinto, Agency Member Delgado, and Agency Member Galarza.

NOES: None.

ABSTAIN: None.

ABSENT: Vice Chair Gonzalez, and Chair Hernandez.

37. Approval of Resolution No. SA-2021-04, Approving and Authorizing the Conveyance to the City by Grant Deed the Successor Agency’s Interest in 86-351 Avenue 52 Property

Motion: To approve per staff recommendation

Made by: Agency Member Galarza

Seconded by: Agency Member Delgado

Approved: 3-0, by the following roll call vote:

AYES: Agency Member Beaman Jacinto, Agency Member Delgado, and Agency Member Galarza.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Vice Chair Gonzalez, and Chair Hernandez.

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

*With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 9). There were no further comments at this time.*

**REPORTS AND REQUESTS:**

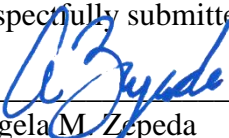
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Councilmember Beaman Jacinto adjourned the meeting at 9:29 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Angela M. Zepeda  
City Clerk



City Hall Council Chamber  
1515 Sixth Street, Coachella, California  
(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)

# MINUTES

## OF A SPECIAL MEETING COACHELLA CITY COUNCIL STUDY SESSION

**November 15, 2021**  
5:00 PM

### CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 5:08 p.m.

### ATTENDANCE:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, and Mayor Hernandez.

Absent: Councilmember Galarza, and Mayor Pro Tem Gonzalez; and City Treasurer Aviles, and City Clerk Angela Zepeda.

**Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.**

### STUDY SESSION ITEMS:

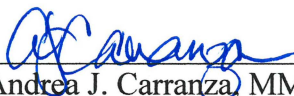
Said study session shall be for the purpose of discussing the following:

1. American Rescue Plan Funds – Session II

### ADJOURNMENT:

There being no further business, the meeting concluded at 6:11 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Andrea J. Carranza MMC  
Deputy City Clerk

*[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]*

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, Librado “Lee” Espinoza was born in La Piedad, Michocan, Mexico; and

**WHEREAS**, at 19, he married June Moreno, who lived next door, and they raised three sons and a daughter; and

**WHEREAS**, while raising his family, Lee has dedicated most of his life to managing and training fighters battling for world titles; and

**WHEREAS**, the Coachella Valley Boxing Club had its humble beginnings in a cramped single room in Indio. It later moved to the former fire station next to Coachella City Hall in 1985, and then in 1996, moved to its current location at Bagdouma Park in Coachella; and

**WHEREAS**, Lee trains local youth in the art of boxing, while also teaching the character traits required to form the foundation of a successful career, such as discipline, determination, good health practices and mental focus. And, under Lee’s guidance, exceptional talent, such as Pancho Segura, Sandra Yard, Randy Caballero and four brothers – Joel, Jesus, Antonio and Julio Diaz – from Coachella, have been discovered; and

**WHEREAS**, in March 2005, Lee Espinoza was inducted into the California Boxing Hall of Fame; and

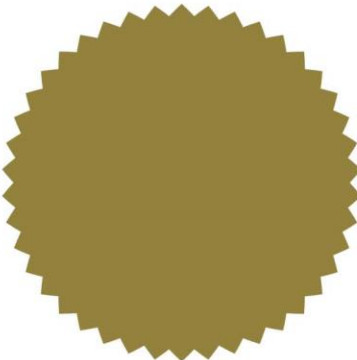
**WHEREAS**, following the Club’s second expansion project, on October 17, 2012, the City celebrated the renaming and unveiling of the Lee Espinoza Coachella Valley Boxing Club; and

**WHEREAS**, in 2020, it was announced that Lee Espinoza was inducted into the West Coast Boxing Hall of Fame, with the event delayed due to the Coronavirus Pandemic until October 2021. The event honored him with the Cleto Reyes Boxing Glove Award and Plaque honoring years of dedicated service as a trainer and mentor along with his impact to the sport of boxing.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby congratulate

*Lee Espinoza*

For his induction into the West Coast Boxing Hall of Fame and further urge all citizen of the City of Coachella to join me in honoring him for his dedication to this community.



**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.

Steven A. Hernandez, Mayor  
City of Coachella, California

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, after more than 10 years of service, Berlinda Blackburn has announced her retirement from the City of Coachella effective December 30, 2021; and

**WHEREAS**, she is originally from Helena, Arkansas, home of the King Biscuit Blues Festival; and

**WHEREAS**, although she was accepted to the Ohio State University, her mom insisted she attend Ashland University where she studied pre-medicine; and

**WHEREAS**, Berlinda is a certified licensed water treatment and distribution operator with the State of California. She is also certified with the California Water Environment Association (CWEA) in environmental compliance inspection and collection system maintenance; and

**WHEREAS**, Berlinda started with the City of Coachella on March 14, 2011, as the Environmental/Regulatory Program Manager after leaving the City of Riverside and moving to the Coachella Valley; and

**WHEREAS**, Berlinda updated the Consumer Confidence Report by incorporating a citywide calendar with revolving themes each year. Acting as the conservation coordinator, she developed the City’s conservation program including rebate and outreach programs. And, she helped design the regional fat, oils, and grease (FOG) brochure that area wastewater agencies use (and won Outreach Program of the Year by CORBS); and

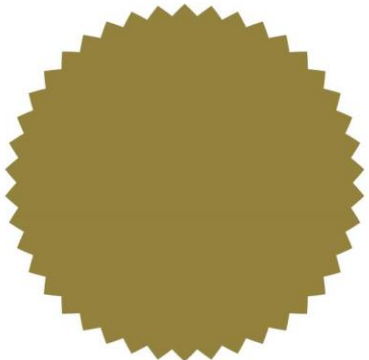
**WHEREAS**, her proudest accomplishments are that of mom and bibi (Kiswahili for grandma). She thanks her husband Patrick Blackburn for being the reason she moved to the Coachella Valley and the reason she took the opportunity to work for the City of Coachella; and

**WHEREAS**, after she retires, Berlinda plans to create a training academy targeting the water industry, as well as plans to travel, and take in as many hikes as possible.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

*Berlinda Blackburn*

and urge all citizens of the City of Coachella in recognizing her many successes and congratulate her on her retirement.



**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.

Steven A. Hernandez, Mayor  
City of Coachella, California

CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, although Paul Carranza was born in Indio, he grew up in Coachella; and

**WHEREAS**, attending all schools in Coachella, Paul graduated from Coachella Valley High School in 1978; and

**WHEREAS**, prior to joining the City of Coachella, he worked on a private golf course for 16 years, where he fine-tuned his landscaping skills; and

**WHEREAS**, on April 15, 2003, Paul Carranza started working with the City of Coachella in the Public Works Parks Division, where he moved up the ladder to become a leader in his division as a Senior Maintenance Worker, a position he held until his retirement; and

**WHEREAS**, while working at the City, he carried a Qualified Applicator Certificate (QAC) from the County of Riverside for pesticide regulation. This certification has been used during his tenure with the City for all City weed abatement programs; allowing him to train staff and keep records correspondent to this City maintenance program; and

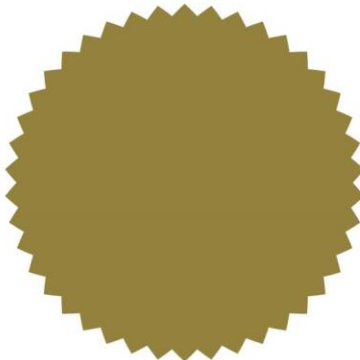
**WHEREAS**, Paul is also a Certified Pool Operator (CPO), a certification he has held for over 10 years. His experience and knowledge maintained the pool at Bagdouma Park, and increased effectiveness of the pool's system. With this certificate, he was able to train other City employees as well; and

**WHEREAS**, Paul is an avid collector of sports memorabilia and low-rider enthusiast. After he retires, Paul plans to sell his home in Indio, and then move to Denton, Texas with his wife Irene. This will allow them to live closer to her daughter and grandkids.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

*Paul Carranza*

and urge all citizens of the City of Coachella in recognizing his many successes and congratulate him on his retirement.



**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.

Steven A. Hernandez, Mayor  
City of Coachella, California

# CITY OF COACHELLA CALIFORNIA

## Proclamation

**WHEREAS**, Gerardo “Jerry” Jimenez announced his retirement from the City of Coachella effective December 2021, after more than 10 years with the City of Coachella, and following 41 years in the wastewater field since receiving his Wastewater Operator-in Training certification in 1980; and

**WHEREAS**, Jerry has been affiliated with the City of Coachella since July 17, 1998, since volunteering at the sanitary District and then being hired as the Senior Treatment Plant Operator on June 11, 2001; and

**WHEREAS**, in 2003, Jerry received his Wastewater Operator Grade V certification and he holds additional certification as Laboratory Analyst Grade I, Mechanical Technologist Grade II, Collection System Maintenance Grade I; and

**WHEREAS**, on September 24, 2003, he was reclassified to Sanitary Superintendent; and

**WHEREAS**, Jerry has been involved in various organizations, including the California Water Environment Association (CWEA), the Colorado River Basin Section (CORBS), and as Chair of the Tri-State Seminar; and

**WHEREAS**, in 2016, he received from CWEA the President’s Award for Outstanding Service and Support. In both 2019 and 2020, he received the CWEA/CORBS Plant of the Year Award. And in 2021, he received from the Water Environment Federation (WEF) and California Water Environment Association (CWEA) the William D. Hatfield Award for Outstanding Performance and Professionalism in the Operation of a Wastewater Treatment Facility; and

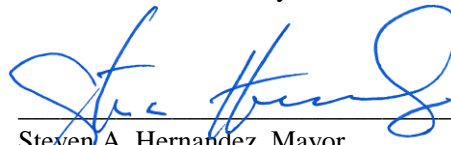
**WHEREAS**, Jerry plans to do some traveling, a lot of relaxing, and spend time with his family.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

*Gerardo “Jerry” Jimenez*

and urge all citizens of the City of Coachella in recognizing his many successes and congratulate him on his retirement.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.



Steven A. Hernandez, Mayor  
City of Coachella, California

# CITY OF COACHELLA CALIFORNIA

## Proclamation

**WHEREAS**, after more than 25 years of combined service, Mark Walwick has announced his retirement from the City of Coachella, effective December 30, 2021; and

**WHEREAS**, in January 1990, Mark moved from the Southern California beach town of Oceanside to Palm Springs, California; and

**WHEREAS**, Mark started working as a contract employee for the City of Coachella after resurrecting their failed Novell file server in February 1996; and

**WHEREAS**, Mark worked as a contractor for the City until February 5, 2007, when he was hired fulltime as the Information Technology Manager; and

**WHEREAS**, Mark’s major accomplishments were networking all the City properties so that staff in all locations could have access to all City programs, as well as keeping the City up-to-date regarding technology; and

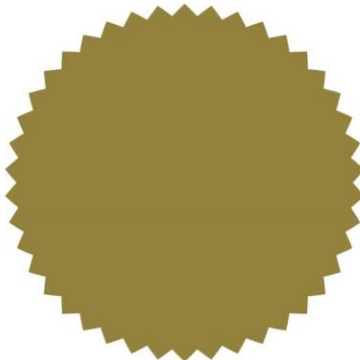
**WHEREAS**, Mark met and married Mellany Miller while working here at the City, and they have now been married 23 years; and

**WHEREAS**, Mark has two sons and he is still waiting for grandkids. He and his wife plan to travel while continuing to promote the protection of wild free-roaming horses as an integral part of the natural system of public lands.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

*Mark Walwick*

and urge all citizens of the City of Coachella in recognizing his many successes and congratulate him on his retirement.



**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.

Steven A. Hernandez, Mayor  
City of Coachella, California



CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, after more than 34 years of service, Margarito Bautista has announced his retirement from the City of Coachella effective December 2021; and

**WHEREAS**, Margarito was born in Jalisco, Mexico, raised in Mecca and a proud graduate of Coachella Valley High School; and

**WHEREAS**, on February 10, 1987, Margarito started with the City of Coachella in the Building Maintenance Division and since worked in the Parks Division as a Maintenance Worker and then as a Heavy Equipment Operator in the Streets Division; and

**WHEREAS**, in 2007, Margarito was selected to fill a leadership position as Senior Maintenance Worker in the Streets Division and has led his division in maintaining the City roadways, storm response, traffic signals, street striping and traffic control needs. He has been innovative and manufactured special tools when needed to complete infrastructure repairs, and was always a resource for all departments, a true team player. Margarito has also trained over 10 city staff to successfully test and acquire their commercial Class B Driver's License and trained in heavy equipment operation; and

**WHEREAS**, Margarito has been married to his wife, Angelica Bautista, for 34 years and together they have three children (Aimee, Erik and Ashley) and two granddaughters (Aria and Aila); and

**WHEREAS**, after retiring Margarito plans to manage his father's ranch and enjoy his growing family.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

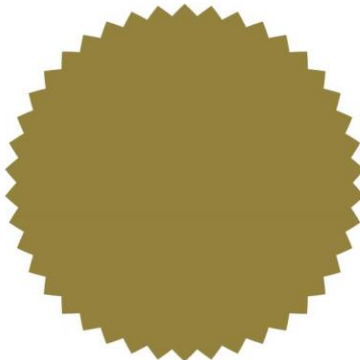
*Margarito Bautista*

and urge all citizens of the City of Coachella in recognizing her many successes and congratulate him on his retirement.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.



Steven A. Hernandez, Mayor  
City of Coachella, California



CITY OF COACHELLA  
CALIFORNIA

*Proclamation*

**WHEREAS**, after more than 38 years of service, George Torres has announced his retirement from the City of Coachella effective December 2021; and

**WHEREAS**, born in Indio, George grew up in Coachella and is a proud Coachella Valley High School graduate; and

**WHEREAS**, prior to joining the City of Coachella’s Public Works Department, George was a volunteer firefighter at Coachella Fire Station No. 79 from 1981-2015, climbing the ladder to lieutenant; and

**WHEREAS**, on November 21, 1983, George Torres started work for the Public Works Department Streets Division. He also climbed the ladder here moving from Senior Maintenance Worker to Streets Supervisor, and then Street Superintendent/Emergency Services Coordinator. Throughout his tenure he has lead the department through flash flood responses and most recently a local emergency due to COVID-19; and

**WHEREAS**, on December 1, 2021, he was recognized as a Hometown Hero and joins his mother Mary Lou Torres who has also been honored a City Hometown Hero; and

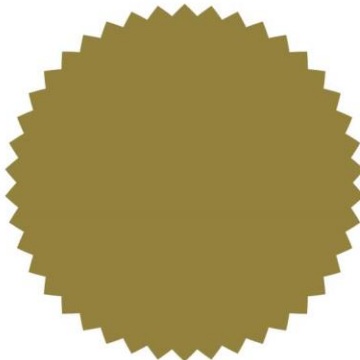
**WHEREAS**, George is a father of five, grandfather of 14, and a great-grandfather. After retiring, he plans to focus on health and family.

**NOW THEREFORE**, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

*George Torres*

and urge all citizens of the City of Coachella in recognizing her many successes and congratulate him on his retirement.

**IN WITNESS HEREOF**, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8<sup>th</sup> day of December 2021.



*Steven A. Hernandez*  
\_\_\_\_\_  
Steven A. Hernandez, Mayor  
City of Coachella, California

apChkLst  
11/10/2021 9:58:31AM

Check List  
City of Coachella

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Bank : ewfb EFT FOR WELLS FARGO BANK -

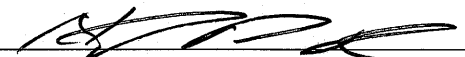
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
463	11/10/2021	54433	WEX ENTERPRISE EXXONMC75183209	10/23/2021	ACC 0496-00-726338-7, 9/24-1	1,421.93	1,421.93
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							1,421.93

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1 checks in this report.

Grand Total All Checks: 1,421.93

Date: November 10, 2021

  
\_\_\_\_\_  
Finance Director: Nathan Statham

apChkLst  
11/10/2021 10:30:59AM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
464	11/11/2021	54432	US BANK N.A.	1862243	11/2/2021	COACHELLA LEASE REV BDS	160,461.60	160,461.60
465	11/11/2021	53942	WELLS FARGO BANK	12-2021GasTax	10/26/2021	REV REF BONDS SER 19 (CO	87,200.00	87,200.00
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							<b>247,661.60</b>	

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112150	11/11/2021	01436	AMERICAN FORENSIC NURSE75099	10/28/2021	OCT2021 BLOOD DRAW	55.00	55.00
112151	11/11/2021	42251	ARCOS, MARIA	Ck 11/11/21	11/4/2021 VOUCHER 78, 9/4-11/2	295.23	295.23
112152	11/11/2021	09650	CVAG	CV21189-21	9/27/2021 AVE 48 WIDENING (VAN BURI	16,900.94	
				CV21174-21	9/22/2021 JEFFERSON ST//I-10 INTERCH	296.79	17,197.73
112153	11/11/2021	53007	DESERT PROMOTIONAL &	81684	10/14/2021 POLOS W/ EMBROIDERY	452.40	
				81626	10/12/2021 POLOS+JACKETS W/ EMBRO	319.73	
				80834	9/3/2021 POLOS W/ EMBROIDERY	302.33	
				81374	9/30/2021 POLOS+CARDIGAN W/ EMBR	89.18	1,163.64
112154	11/11/2021	52568	EGAN CIVIL, INC.	21279	10/28/2021 PE10/28 BGDMA PK BASKETE	12,510.00	12,510.00
112155	11/11/2021	36050	EMPLOYMENT DEVELOPMENL	0184865040	11/1/2021 AC 944-0806-9, JUL-SEP2021	2,123.47	2,123.47
112156	11/11/2021	15750	FEDEX	7-548-31754	10/29/2021 OCT2021 FEDEX SVCS	70.83	70.83
112157	11/11/2021	51604	FRONTIER	3982369-OT21	10/25/2021 760/398-2369, 10/25/21	61.81	61.81
112158	11/11/2021	43733	GLADWELL GOVERNMENTAL	4655	11/1/2021 8/16 EMPLOYEE TRAINING CI	410.00	410.00
112159	11/11/2021	20450	IMPERIAL IRRIGATION DISTRIM	dSP-MdOT	10/15/2021 MID SEPTEMBER-MID OCTOE	68,509.93	
				50408460-OT21	10/28/2021 AC50408460, 9/25-10/26, WEL	8,521.70	
				50371785-OT21	10/28/2021 AC50371785, 9/14-10/26, LIFT	2,119.42	
				50459796-OT21	10/28/2021 AC50459796, 9/25-10/26	98.57	
				50459819-OT21	10/28/2021 AC50459819, 9/25-10/26	79.44	
				50434217-OT21	10/28/2021 AC50434217, 9/25-10/26	69.25	
				50035755-OT21	10/28/2021 AC50035755, 9/25-10/26, PUM	64.22	
				50459795-OT21	10/28/2021 AC50459795, 9/25-10/26	57.40	
				50522793-OT21	10/28/2021 AC50522793, 9/28-10/26, SCAI	13.96	79,533.89
112160	11/11/2021	47328	KONICA MINOLTA	38751539	10/26/2021 ACC 061-0114369-000, OCT20	70.16	70.16
112161	11/11/2021	44047	KONICA MINOLTA BUSINESS	9008136601	10/22/2021 BIZHUB 282, FIRE DEPT, 9/23	0.62	
				9008066454	9/22/2021 BIZHUB 282, FIRE DEPT, 8/23	0.27	0.89
112162	11/11/2021	53520	MARCHU, PAUL	Refund	11/4/2021 UB REFUND CST #00050495	15.00	15.00
112163	11/11/2021	49989	PAUL ASSOCIATES	85635	11/4/2021 GARAGE SALE SIGNS	2,141.79	
				85594	10/7/2021 BUSINESS CARDS: M. ARCO	156.28	2,298.07
112164	11/11/2021	53736	RG2 MANAGEMENT LLC	2786	11/2/2021 WE 10/31: K. MEDINA	1,080.00	1,080.00
112165	11/11/2021	50827	SDC SOUND COMPANY LLC	1062	10/25/2021 11/13 LIGHTING/SOUND/STAC	8,500.00	8,500.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112166	11/11/2021	52595	STAPLES BUSINESS CREDIT	7341345108-0-1	10/11/2021	BPS FREE THERMA, COUNT	662.81
				7341119172-0-1	10/8/2021	10 SHEET CROSS-CUT SHD,	195.28
				7342658314-0-1	10/29/2021	MAGIC TAPE, PENTEL ENER	177.73
				7341497269-0-1	10/13/2021	LIQ CREAMER, SHARP PRINT	138.56
				7341497269-0-2	10/13/2021	PAPER COPY FORE DP LTR C	98.89
				7341521215-0-2	10/27/2021	24OZ FOAM HOT CUPS	82.64
				7341521215-0-1	10/13/2021	HVY WEIGHT POLYSTYRENE	63.27
				7342421704-0-1	10/26/2021	HP 62XL HY TRI-COLOR INK C	47.73
				7341438043-0-1	10/12/2021	TRED REM HP 62XL BLK/62CI	40.77
				7340421122-1-1	9/29/2021	4IN HOLMES PERSONAL FAN	-18.37
112167	11/11/2021	38250	TOPS N BARRICADES	1090298	10/7/2021	PINK MARKING, JKT BOMBEF	157.18
112168	11/11/2021	44966	VERIZON WIRELESS	9891218968	10/22/2021	AC571164685-00001, 9/23-10/2	45.89
<b>Sub total for WELLS FARGO BANK:</b>							<b>127,078.10</b>

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21 checks in this report.

Grand Total All Checks: 374,739.70

Date: November 11, 2021

  
Finance Director: Nathan Statham



apChkLst  
11/17/2021 2:57:03PM

Check List  
City of Coachella

Bank : wfb WELLS FARGO BANK


Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112169	11/18/2021	54369	ARRIETA, MARTIN	Ref000222519	11/16/2021	UB Refund Cst #00018677	1.36	1.36
112170	11/18/2021	54435	CAZARES, FERNANDA	Ref000222521	11/16/2021	UB Refund Cst #00049368	124.39	124.39
112171	11/18/2021	54434	CORONADO, OLISENIA	Ref000222520	11/16/2021	UB Refund Cst #00048730	33.92	33.92
112172	11/18/2021	54436	PULTE GROUP INC	Ref000222522	11/16/2021	UB Refund Cst #00052683	77.08	77.08
<b>Sub total for WELLS FARGO BANK:</b>								<b>236.75</b>

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4 checks in this report.

Grand Total All Checks: 236.75

Date: November 18, 2021

  
\_\_\_\_\_  
Finance Director: Nathan Statham

apChkLst  
11/17/2021 4:31:58PM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
466	11/18/2021	53291	ANGENIOUS ENGINEERING	19-07A-012	10/31/2021 PE10/31 AVE 50 BRIDGE	33,310.72	
				19-03-030	10/31/2021 PE10/31 DILLON RD BRIDGE	21,287.31	54,598.03
468	11/18/2021	43462	BEST BEST & KRIEGER, LLP	918213	10/29/2021 PE9/30, #80237, GENERAL RE	32,660.86	
				915698	9/30/2021 PE8/31, #80237, GENERAL RE	32,642.00	
				918194	10/29/2021 PE9/30, #80237.00840, CANNA	5,759.40	
				918210	10/29/2021 PE9/30, #80237.03004, AV50 F	4,388.11	
				915706	9/30/2021 PE8/31, #80237.03004, AV50 P	3,976.60	
				918198	10/29/2021 PE9/30, #80237.00854, EMPLC	2,829.20	
				915701	9/30/2021 PE8/31, #80237.00858, COA V	2,440.20	
				915709	9/30/2021 PE8/31, #80237.00445, DESEF	2,408.00	
				915705	9/30/2021 PE8/31, #80237.00873, SURPL	2,263.80	
				918207	10/29/2021 PE9/30, #80237.00872, SUCCE	2,234.40	
				918197	10/29/2021 PE9/30, #80237.00232, 52156	2,149.40	
				915712	9/30/2021 PE8/31, #80237.00810, LABOF	1,999.20	
				918208	10/29/2021 PE9/30, #80237.00450, GLENF	1,999.20	
				915707	9/30/2021 PE8/31, #80237.00237, SPOTL	1,822.80	
				918195	10/29/2021 PE9/30, #80237.00844, CHROI	1,752.40	
				915703	9/30/2021 PE8/31, #80237.00869, AFFOF	1,734.60	
				915711	9/30/2021 PE8/31, #80237.00450, GLENF	1,596.30	
				918202	10/29/2021 PE9/30, #80237.00239, 52138	1,256.50	
				918206	10/29/2021 PE9/30, #80237.00447, ADV. C	1,182.60	
				915702	9/30/2021 PE8/31, #80237.00868, TRAVE	1,119.32	
				915704	9/30/2021 PE8/31, #80237.00872, SUCCE	970.20	
				918214	10/29/2021 PE9/30, #80237.00819, CODE	922.00	
				918200	10/29/2021 PE9/30, #80237.00857, RENEV	911.40	
				918204	10/29/2021 PE9/30, #80237.00445, DESEF	793.80	
				915710	9/30/2021 PE8/31, #80237.00447, ADV. C	782.80	
				918201	10/29/2021 PE9/30, #80237.00237, SPOTL	588.00	
				918209	10/29/2021 PE9/30, #80237.00873, SURPL	558.60	
				915715	9/30/2021 PE8/31, #80237.00844, CHROI	510.80	
				918205	10/29/2021 PE9/30, #80237.00869, AFFOF	470.40	
				915700	9/30/2021 PE8/31, #80237.00854, EMPLC	411.60	
				915714	9/30/2021 PE8/31, #80237.00820, ENVIR	352.80	
				915708	9/30/2021 PE8/31, #80237.00238, CHRIS	315.90	

Bank : ewfb EFT FOR WELLS FARGO BANK - (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			915699	9/30/2021	PE8/31, #80237.00851, GLENF	264.60	
			918211	10/29/2021	PE9/30, #80237.00802, WATEF	235.20	
			915713	9/30/2021	PE8/31, #80237.00819, CODE	195.20	
			918203	10/29/2021	PE9/30, #80237.00868, TRAVE	120.50	
			918196	10/29/2021	PE9/30, #80237.00851, GLENF	117.60	
			918212	10/29/2021	PE9/30, #80237.00810, LABOF	88.20	116,824.49
469	11/18/2021	49100 GOLDMAN, RONALD A.	Aug/Sep2021	9/30/2021	AUG/SEP2021 SVCS: KPC CO	894.00	894.00
470	11/18/2021	51892 HERC RENTALS, INC.	32457470-001	10/25/2021	10/23-24 LIGHT TOWER RNTL	976.14	976.14
471	11/18/2021	00996 HOME DEPOT	0012374	11/8/2021	ORANGE BARRIER FENCE, E	1,117.14	
			3172519	11/5/2021	STEEL CORE LED FLASHLIGH	335.84	
			0010283	10/19/2021	PT TIMBER HF BROWN STAIN	40.80	1,493.78
472	11/18/2021	52802 RED WING BUSINESS ADVAN	20211104003432	11/4/2021	10/15+28, 11/1+2 EMPLOYEE	1,351.42	1,351.42
473	11/18/2021	50629 VINTAGE ASSOCIATES, INC	221724	8/31/2021	TURF REMOVAL @ BAGDOUI	115,645.00	
			221654	9/15/2021	SEP2021 LNDSCPE MAINT @	10,750.00	
			222026	10/15/2021	OCT2021 LNDSCPE MAINT @	10,750.00	
			222402	11/15/2021	NOV2021 LNDSCPE MAINT @	10,750.00	
			221665	9/15/2021	SEP2021 LNDSCPE MAINT @	8,775.00	
			222037	10/15/2021	OCT2021 LNDSCPE MAINT @	8,775.00	
			222413	11/15/2021	NOV2021 LNDSCPE MAINT @	8,775.00	
			222126	10/18/2021	RMV'D TREES @ BGDMA & R	8,500.00	
			221372	8/15/2021	AUG2021 LNDSCPE MAINT @	6,571.00	
			221186	7/15/2021	JULY2021 LNDSCPE MAINT @	4,950.00	
			221374	8/15/2021	AUG2021 LNDSCPE MAINT @	4,950.00	
			221655	9/15/2021	SEP2021 LNDSCPE MAINT @	4,950.00	
			222027	10/15/2021	OCT2021 LNDSCPE MAINT @	4,950.00	
			222403	11/15/2021	NOV2021 LNDSCPE MAINT @	4,950.00	
			221661	9/15/2021	SEP2021 LNDSCPE MAINT @	4,100.00	
			222033	10/15/2021	OCT2021 LNDSCPE MAINT @	4,100.00	
			222409	11/15/2021	NOV2021 LNDSCPE MAINT @	4,100.00	
			221405	8/15/2021	AUG2021 LNDSCPE MAINT @	3,083.63	
			221660	9/15/2021	SEP2020-AUG2021 LNDSCPE	2,990.40	
			222480	10/31/2021	PRUNED TREES	500.00	
			222479	10/31/2021	TRIMMED PLANTS	250.00	233,165.03

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Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 409,302.89

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112173	11/18/2021	51489	AIRWAVE COMMUNICATIONS 3756	10/26/2021	INSTLL'D SAFETY LIGHT BAR	32,078.33	
			3758	10/26/2021	HAVIS DOCKING STATION, ET	1,238.10	
			3755	10/26/2021	INSTLL'D HAVIS DOCKING ST	1,215.43	
			3754	10/26/2021	INSTLL'D HAVIS DOCKING ST	1,132.81	
			3757	10/26/2021	HAVIS DOCKING STATION	990.15	36,654.82
112174	11/18/2021	52342	CALIFORNIA DEPARTMENT OPermit Fees	11/16/2021	CDFW 1602 PERMIT FEES- A'	2,360.25	2,360.25
112175	11/18/2021	53220	COACHELLA ACE HARDWARE2702/1	10/28/2021	RYL INT P&P SAT UWB 1GAL	73.38	
			2699/1	10/28/2021	SHARKBITE CAPS	18.46	91.84
112176	11/18/2021	44959	COMPUTER CONSULTANTS, I33713	11/5/2021	2YR SSL CERT RNWL	275.00	275.00
112177	11/18/2021	44036	DE LAGE LANDEN PUBLIC 74130728	10/12/2021	ACC #1338330, COLOR COPII	216.41	216.41
112178	11/18/2021	42219	DELL FINANCIAL SERVICES 81025844	9/17/2021	PPT 2021 (001-9030805-001)	355.34	355.34
112179	11/18/2021	12870	DEPARTMENT OF JUSTICE 544611	11/3/2021	OCT2021 FINGERPRINTS	98.00	98.00
112180	11/18/2021	01089	DESERT ELECTRIC SUPPLY S2901972.001	9/30/2021	LED FLOOD LIGHT FIXTURE	555.60	
			S2901972.002	10/7/2021	LED FLOOD LIGHT FIXTURE	185.20	
			S2904379.001	10/7/2021	INT-MAT EK4136S 105-305V P	40.43	781.23
112181	11/18/2021	13300	DESERT FIRE EXTINGUISHER10681954	9/23/2021	FIRE SUPPRESSION SYSTEM	184.16	
			10682026	9/23/2021	FIRE SUPPRESSION SYSTEM	184.16	
			10681867	9/17/2021	FIRE SUPPRESSION SYSTEM	151.54	519.86
112182	11/18/2021	47952	DESERT LIVE SCAN 6948	10/27/2021	OCT2021 EMPLOYEE FINGEF	50.00	50.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112183	11/18/2021	13700	DEWEY PEST CONTROL INC.	14606369	10/1/2021	AC1281218, OCT2021, 51251 I	900.00
				AC1315475-OT/	10/1/2021	AC1315475, OCT-DEC2021, P	810.00
				AC1434611-OT/I	10/1/2021	AC1434611, OCT-DEC2021, P/	540.00
				AC934340-OT/D	10/1/2021	AC934340, OCT-DEC2021, SA	450.00
				AC1062335-OT/	10/1/2021	AC1062335, OCT-DEC2021, C	426.00
				14606368	10/1/2021	AC1281215, OCT2021, SIERR	301.00
				14582710	10/1/2021	AC1404426, OCT-DEC2021, LI	255.00
				14612179	10/1/2021	AC1161434, OCT-DEC2021, BI	195.00
				14584982	10/1/2021	AC102942, OCT-DEC2021, 15	175.50
				14599020	10/1/2021	AC1450610, OCT2021, DE OR	160.00
				14599019	10/1/2021	AC1452292, OCT-DEC2021, S	150.00
				14612175	10/1/2021	AC1178382, OCT-DEC2021, BI	126.00
				14585781	10/1/2021	AC1008112, OCT-DEC2021, C	126.00
				14606358	10/1/2021	AC1318236, OCT-DEC2021, R	123.00
				14615539	10/1/2021	AC1067451, OCT-DEC2021, 1	111.00
				14605138	10/1/2021	AC241000, OCT-DEC2021, 15	111.00
				14606355	10/1/2021	AC1318239, OCT-DEC2021, FI	90.00
				14606356	10/1/2021	AC1318244, OCT-DEC2021, B	90.00
				14606357	10/1/2021	AC1318235, OCT-DEC2021, 8	90.00
				14579262	10/1/2021	AC1126447, OCT-DEC2021, SI	90.00
				14593949	10/1/2021	AC103361, OCT2021, SENIOR	80.00
112184	11/18/2021	43672	FULTON DISTRIBUTING COM	550339	10/21/2021	AIR DISPENSER, CLEANSER	299.38
112185	11/18/2021	51494	GARDA CL WEST, INC.	10663469	11/1/2021	NOV2021 CASHLINK MAINTEN	1,099.22
				10663456	11/1/2021	NOV2021 ARMORED TRANSF	869.39
				20503768	10/31/2021	OCT2021 EXCESS LIABILITY	53.27
				20503763	10/31/2021	OCT2021 EXCESS PREMISE	30.25
							5,399.50
							299.38
							2,052.13

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112186	11/18/2021	20450	IMPERIAL IRRIGATION DISTRI	50035560-OT21	10/31/2021	AC50035560, 9/29-10/27, ST LI	23,795.34
				50509172-OT21	11/4/2021	AC50509172, 10/5-11/2, CORP	1,690.56
				50705542-OT21	11/4/2021	AC50705542, 10/5-11/2, PERM	1,270.11
				50416425-OT21	11/4/2021	AC50416425, 10/5-11/2	246.70
				50705544-OT21	11/4/2021	AC50705544, 10/5-11/2, PERM	143.95
				50404153-OT21	11/4/2021	AC50404153, 10/5-11/2	108.31
				50404155-OT21	11/4/2021	AC50404155, 10/5-11/2	98.08
				50035734-OT21	11/4/2021	AC50035734, 10/5-11/1, CVHS	95.66
				50734422-OT21	11/4/2021	AC50734422, 10/5-11/2	59.47
				50217597-OT21	11/4/2021	AC50217597, 10/5-11/2	49.29
				50035836-OT21	11/4/2021	AC50035836, 10/5-11/2, WELL	44.76
				50733502-OT21	11/4/2021	AC50733502, 10/5-11/2	33.40
				50487676-OT21	11/4/2021	AC50487676, 10/5-11/2, LIFT S	14.44
				50516108-OT21	11/4/2021	AC50516108, 10/5-11/2	13.68
				50404154-OT21	11/4/2021	AC50404154, 10/5-11/2	13.63
				50527782-OT21	11/4/2021	AC50527782, 10/5-11/2	12.34
							27,689.72
112187	11/18/2021	45108	IMPERIAL SPRINKLER SUPPL	4848980-00	10/5/2021	FERTBEST TRIPLE PRO	3,652.25
				4840611-01	10/5/2021	RAINBIRD ROTOR POP-UP	1,248.95
				4844402-00	9/30/2021	HUNTER POP-UP ROTOR RE	401.73
				4714125-00	10/1/2021	HUNTER MP ROTATOR 90-21	208.57
				4845244-00	10/1/2021	RAINBIRD 1" PLASTIC INLINE	98.49
				4845004-00	10/1/2021	IMPERIAL PERMA POST 12V	97.88
				4869844-00	10/20/2021	1/2" PLUG PVC SCH40	64.59
				4861595-00	10/14/2021	HAND HELD SPREADER	21.54
				4870521-00	10/20/2021	STAPLE II GAUGE 6" JUTE ST	12.58
				4848941-00	10/5/2021	PINK MARKING FLAGS, ETC	11.66
				4862084-00	10/14/2021	ALLIANCE TRANSFORMER W	-163.10
							5,655.14
112188	11/18/2021	51600	IRC, INC.	2021100044	11/1/2021	OCT2021 PRE-EMPLOYMENT	230.85
							230.85
112189	11/18/2021	01948	KIMBALL MIDWEST	9304883	10/18/2021	DOT PUSH-IN ELBOW, MINI F	203.06
							203.06
112190	11/18/2021	47328	KONICA MINOLTA	38808280	11/2/2021	ACC 061-0042081-000, NOV20	67.43
							67.43
112191	11/18/2021	44047	KONICA MINOLTA BUSINESS	9008116606	10/13/2021	BIZHUB C454E, 1515 6TH ST,	19.18
							19.18
112192	11/18/2021	45051	LAMAR OF PALM SPRINGS	113024912	11/1/2021	11/1-28 POSTER ADVERTISIN	1,000.00
							1,000.00
112193	11/18/2021	54123	LISA WISE CONSULTING, INC.	4059	11/9/2021	OCT2021 HOUSING ELEMEN	10,185.00
							10,185.00
112194	11/18/2021	44367	LUCRECIO, CESAR	Trvl Exp 11/2-5	11/9/2021	TRVL EXP 11/2-5, CMRTA COI	983.97
							983.97
112195	11/18/2021	52757	OLLIN STRATEGIES	240	10/21/2021	OCT2021 CONSULTING SVCS	5,000.00
							5,000.00



Bank : wfb WELLS FARGO BANK (Continued)

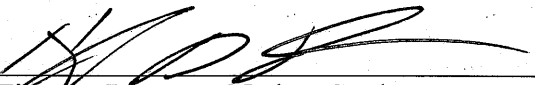
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112196	11/18/2021	47192	O'REILLY AUTO PARTS	2855-377721	10/14/2021	BATTERY (3)	333.98
				2855-381625	10/27/2021	OIL FILTER	4.14
							338.12
112197	11/18/2021	02028	PETE'S ROAD SERVICE, INC.	538821-00	10/25/2021	DISMOUNT/MOUNT NEW TIR	954.26
				537184-00	10/18/2021	FLAT REPAIR	29.11
							983.37
112198	11/18/2021	54387	PRESIDIO COMMUNICATIONS	2026	10/1/2021	OCT2021 COMMUNICATIONS	4,950.00
112199	11/18/2021	53736	RG2 MANAGEMENT LLC	2796	11/8/2021	WE 11/7: K. MEDINA	1,061.64
				2807	11/15/2021	WE 11/14: K. MEDINA	810.00
							1,871.64
112200	11/18/2021	54440	RUIZ, BLANCA	Refund	11/17/2021	REFUND- CITATION #COA600	32.50
112201	11/18/2021	52595	STAPLES BUSINESS CREDIT	7340944574-0-1	10/5/2021	HP 63XL HY TRICOLOR INK C	130.08
				7340948491-0-1	10/6/2021	REDI-TAC INTER-DEPT ENV	58.71
				7340944574-0-2	10/5/2021	RED LTR CLASSIFICATION FL	38.05
							226.84
112202	11/18/2021	00102	SUNLINE TRANSIT AGENCY	INV05431	10/29/2021	OCT2021 CNG FUEL	876.67
112203	11/18/2021	36300	SWRCB FEES	Permit Fees	11/16/2021	PERMIT FEES- AVE 50 BRIDG	2,417.00
112204	11/18/2021	37600	THE DESERT SUN PUBLISHIN	0004179959	10/31/2021	OCT2021 DIGITAL/PRINT ADV	2,810.00
112205	11/18/2021	42289	TIME WARNER CABLE	0037022102821	10/28/2021	AC 8448 20 899 0037022, NOV	2,220.98
112206	11/18/2021	51229	TJC PROPERTY SERVICES, IN	20201202	8/15/2021	AUG2021 APPRAISALS & TITL	19,100.00
112207	11/18/2021	50590	TOUCHTONE COMMUNICATIO	1422491	11/1/2021	AC 1100006871, NOV2021	6.79
							6.79
112208	11/18/2021	39640	VALLEY LOCK & SAFE	170729	11/10/2021	OPENED FIRE KING FILE CAE	225.00
							225.00
112209	11/18/2021	44966	VERIZON WIRELESS	9891803796	11/1/2021	AC371867190-00001, 10/2-11/'	5,049.26
				9891803797	11/1/2021	AC371867190-00002, 10/2-11/'	2,244.08
							7,293.34
112210	11/18/2021	54272	WILLDAN	002-25287	10/5/2021	SEPT 2021- BLDG AND SAFE	11,100.00
				00713469	10/25/2021	PE10/1 PLANNING SVCS	8,160.00
				00713445	9/27/2021	PE8/27 PLANNING SVCS	8,100.00
				002-25428	11/3/2021	OCT2021- BLDG AND SAFETY	7,140.00
							34,500.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>178,040.36</b>

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45 checks in this report.

Grand Total All Checks: 587,343.25

Date: November 18, 2021

  
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Finance Director: Nathan Statham

apChkLst  
11/23/2021 8:33:11AM

Check List  
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112211	11/24/2021	54088 RAMOS, YULIANA	Ref000217427	3/2/2021	UB Refund Cst #00049904	42.07	42.07
<b>Sub total for WELLS FARGO BANK:</b>							<b>42.07</b>

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1 checks in this report.

Grand Total All Checks: 42.07

Date: November 24, 2021

  
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Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
474	11/24/2021	53391	BSK ASSOCIATES	RE00883	9/30/2021	AUG-SEP2021 WASTEWATER	3,011.00	3,011.00
475	11/24/2021	02320	CALPERS	1000000166222	11/15/2021	#6373819375, DEC2021 HEAL	86,525.16	
				1000000166222	11/15/2021	#6373819375, DEC2021 HEAL	11,645.06	98,170.22
476	11/24/2021	53799	ENTERPRISE FM TRUST	FBN4308428	10/5/2021	OCT2021 LEASE CHRGS ('20	13,978.46	13,978.46
477	11/24/2021	00207	GRAINGER INC	9082962011	10/12/2021	ELECTRICAL GLV KIT, GLOVE	304.75	
				9086825859	10/15/2021	MCRMTR TRQ WRNCH	246.01	
				9086599959	10/14/2021	DISPOSABLE GLOVES & CLIF	232.51	783.27
478	11/24/2021	00996	HOME DEPOT	7163565	10/12/2021	36IN FLAT STEEL STAKE, WO	326.65	
				5015115	10/14/2021	60LB QUIKRETE CONCRETE	192.48	
				6014900	10/13/2021	90LB QUIKRETE CONCRETE	88.37	
				6014982	10/13/2021	BLK PLASTIC SHEETING, TOI	76.52	
				6014989	10/13/2021	60LB & 90LB QUIKRETE CON	75.21	759.23
479	11/24/2021	24600	LOPES HARDWARE	010172	10/28/2021	WALL TEXTURE, BROOM, TAI	290.44	
				010225	10/19/2021	CHAIN, LOCKS, ETC	129.74	420.18
480	11/24/2021	52802	RED WING BUSINESS ADVAN	20211118003432	11/18/2021	11/8+10+16 EMPLOYEE WOR	803.64	803.64
481	11/24/2021	52924	SIEMENS MOBILITY, INC.	5620037564	10/27/2021	RPLC'D 3 LOOPS @ GRPFRT	1,500.00	1,500.00
482	11/24/2021	48436	UNIVAR SOLUTIONS USA INC.	49542500	10/18/2021	SODIUM HYPOCHLORITE	5,516.14	5,516.14
483	11/24/2021	51697	WESTERN WATER WORKS SI	1403134-00	10/5/2021	ANGLE BALL MTR VLV INSTA	1,495.32	
				1403191-00	10/7/2021	BAND SEAL CLAY PIPE W/ CF	48.94	1,544.26
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>								<b>126,486.40</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112212	11/24/2021	48977	ADT COMMERCIAL	142105852	10/4/2021	NOV2021 ALARM/EXT SVC PF	1,091.89	
				142105853	10/4/2021	NV-JA2022 ALARM/EXT SVC F	590.24	
				142105850	10/4/2021	NV-JA2022 ALARM/EXT SVC F	432.05	
				142105851	10/4/2021	SP-DC2021 ALARM/EXT SVC	345.35	
				142105854	10/4/2021	NV-JA2022 ALARM/EXT SVC F	232.01	
				142105857	10/4/2021	NV-JA2022 ALARM/EXT SVC F	179.85	
				142105855	10/4/2021	NOV2021 CELL/ESUITE/ALAR	67.58	
				142105856	10/4/2021	NOV2021 CELL/EXT SVC PRC	29.43	
				142128039	10/4/2021	SP-OT2021 EQUIP LSE/EXT S	-859.45	2,108.95
112213	11/24/2021	01436	AMERICAN FORENSIC NURSE	75094	10/25/2021	SEP2021 BLOOD DRAWS	220.00	
				75098	10/28/2021	OCT2021 BLOOD DRAWS	110.00	
				75216	11/15/2021	NOV2021 BLOOD DRAW+DRY	94.61	424.61
112214	11/24/2021	54437	APEX AS-BUILTS, INC.	21313	9/29/2021	2D CAD DRAWINGS: 1538 7TI	4,985.49	4,985.49
112215	11/24/2021	03650	BARBARA SINATRA CHILDREN	Oct 2021	11/3/2021	10/19 SVCS: LAW ENFORCEM	231.00	231.00
112216	11/24/2021	00836	BIO-TOX LABORATORIES	41861	10/13/2021	9/7+27 LAB SERVICES	1,222.00	
				41860	10/13/2021	9/7+27 LAB SERVICES	859.00	
				41888	10/13/2021	8/2+23 LAB SERVICES	327.00	2,408.00
112217	11/24/2021	42459	BRUDVIK, INC.	55332	10/19/2021	10/14-15 GENERATOR RNTL	1,007.50	1,007.50
112218	11/24/2021	44494	BURRTEC WASTE & RECYCLI	BD 9/30/21	9/30/2021	SEP2021 SWEEPER BOXES, I	2,652.96	2,652.96
112219	11/24/2021	53423	CBE OFFICE SOLUTIONS	IN2438529	11/5/2021	ACC #CC3502, COLOR COPIE	249.20	249.20
112220	11/24/2021	02048	CDW GOVERNMENT, INC.	N137428	11/3/2021	ANDREA NC-181 MONAURAL	263.76	
				N059808	11/2/2021	TRIPP 6FT DP TO HD ADAPTE	150.95	
				N065709	11/3/2021	TP-LINK AC12000 WIFI RANG	47.15	461.86
112221	11/24/2021	53426	CELL BUSINESS EQUIPMENT	74532152	11/20/2021	ACC 1338330, 11/15-12/14, SH	581.50	581.50
112222	11/24/2021	53220	COACHELLA ACE HARDWARE	2609/1	10/13/2021	RECHRG FLASHLIGHT, 2GAL	106.46	
				2607/1	10/13/2021	TRUFUEL 50:1 MIX	78.27	
				2593/1	10/11/2021	STEP DRLBIT BLK OX, OUTLE	76.95	
				2560/1	10/5/2021	SLEDGE FBRGL HNDL	46.75	
				2710/1	10/31/2021	CARPET TAPE, HOOK FOGEL	27.79	
				2694/1	10/27/2021	E6000 AUTO/IND ADH 3.7OZ,	18.27	
				2755/1	11/7/2021	ACE RSTP SPRY MEDGRY, E	13.90	
				2678/1	10/25/2021	CORD OUTDR 15'	10.86	
				2673/1	10/24/2021	40W BULB	4.34	383.59
112223	11/24/2021	11800	COUNTY OF RIVERSIDE	AN0000002340	11/17/2021	OCT2021 ANL SHLTR+FIELD+	36,261.04	36,261.04
112224	11/24/2021	49858	CV PIPELINE CORP.	S2714	10/18/2021	10/6+15 VIDEO PIPE INSPEC	1,200.00	1,200.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112225	11/24/2021	44036	DE LAGE LANDEN PUBLIC 74458812	11/11/2021	ACC #1338330, COLOR COPIE	216.41	216.41
112226	11/24/2021	49776	DESERT SEWER SUPPLY, INC22460	10/5/2021	3" GRADE RINGS, MANHOLE	1,136.69	1,136.69
112227	11/24/2021	54252	EPIC INTERNATIONAL, INC. 3085	10/4/2021	RINGSPAN BACKSTOP END C	1,341.55	1,341.55
112228	11/24/2021	44042	GALLEGOS, GUSTAVO Edu Reimb	11/16/2021	FY21/22 EDUCATION REIMBU	149.95	149.95
112229	11/24/2021	54439	GARCIA, ALYSSA Refund	11/8/2021	DEPOSIT REFUND- BGDMA B	100.00	100.00
112230	11/24/2021	54441	GARTIK CORP Overpymnt	11/17/2021	OVERPYMNT- CANNABIS TA	382.50	382.50
112231	11/24/2021	53854	GRANITE TELECOMMUNICATI540718545	11/1/2021	AC 04418223, NOV2021 SVCS	809.66	809.66
112232	11/24/2021	45108	IMPERIAL SPRINKLER SUPPL4821522-00	10/4/2021	TRBLSHT & RPR'D ITS PUMP	402.19	402.19
112233	11/24/2021	23100	KAMAN INDUSTRIAL TECHNOJ262609	9/29/2021	RADIAL BALL BEARING	38.36	38.36
112234	11/24/2021	44047	KONICA MINOLTA BUSINESS 9008185043	11/13/2021	BIZHUB C454E, 1515 6TH ST,	63.96	63.96
112235	11/24/2021	52037	LILBURN CORPORATION 21-1118	11/11/2021	10/11-11/7 SVCS: KPC COACH	5,460.00	5,460.00
112236	11/24/2021	50501	LIVESCAN MGMT GROUP, INC11022021COC	11/2/2021	WHITE DOOR LETTERING & \	641.63	641.63
112237	11/24/2021	02162	LOWE'S COMPANIES, INC. 73990	11/11/2021	FILTRETE REPLACEMENT, E	220.32	
			65202	11/11/2021	5CT AIRWICK OIL	32.48	252.80
112238	11/24/2021	54438	MCSHANE BELL COMPANY LLE6084	10/27/2021	RPR'D CLOCK @ LIBRARY	450.00	450.00
112239	11/24/2021	01395	PJ'S DESERT TROPHIES & GII24309	10/21/2021	PLAQUES & TROPHIES: TTC	204.17	
			24321	10/27/2021	ENGRAVED PLATE	9.24	213.41
112240	11/24/2021	52306	QUINN COMPANY 18907002	10/28/2021	9/9-10/28 DUMP TRUCK RNTL	3,248.05	
			19226601	10/28/2021	10/13-28 DUMP TRUCK RNTL	2,086.25	
			19037501	9/24/2021	9/22-23 WHEEL LOADER RNT	1,787.25	7,121.55
112241	11/24/2021	48608	REYES COCA-COLA BOTTLING11022210503	11/3/2021	DASANI BOTTLED WATER	858.00	858.00
112242	11/24/2021	53736	RG2 MANAGEMENT LLC 2759	10/12/2021	WE 10/10: HERNANDEZ+ROS	1,755.00	
			2757	10/12/2021	WE 10/10: REYES+SILVA	768.00	
			2787	11/2/2021	WE 10/31: L. VALENZUELA	605.61	
			2766	10/19/2021	WE 10/17: L. VALENZUELA	599.94	
			2774	10/26/2021	WE 10/24: L. VALENZUELA	597.24	
			2758	10/12/2021	WE 10/10: F. HERNANDEZ	216.00	
			2777	10/26/2021	WE 10/24: F. HERNANDEZ	216.00	4,757.79
112243	11/24/2021	50340	ROYAL GYM SERVICES 6295	10/27/2021	OCT2021 PREVENTATIVE MA	295.00	295.00
112244	11/24/2021	47658	RUIZVA L. PEST CONTROL 114	10/28/2021	OCT2021 SVCS @ FIRE STAT	65.00	65.00
112245	11/24/2021	50827	SDC SOUND COMPANY LLC 1064	10/25/2021	12/1 PA SYSTEM: TREE LIGHT	350.00	350.00
112246	11/24/2021	52595	STAPLES BUSINESS CREDIT 7341417926-0-1	10/12/2021	BOARD & LETTER SORTER	140.27	
			7342099671-0-5	10/21/2021	PILOT P700 GEL ROLLER FN	13.04	153.31
112247	11/24/2021	53044	SUPER BIRTHDAY, INC. 25941	10/13/2021	12/1 MINI EXPRESS TRAIN RI	1,050.00	1,050.00
112248	11/24/2021	02079	THE DESERT SUN #1082 21/22 Sbscptn	11/1/2021	AC #DS0364435, NOV2021-22	674.76	674.76

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112249	11/24/2021	51918	THE GREATER COACHELLA V31745	10/22/2021	TTC FESTIVAL BANNERS	489.38	489.38
112250	11/24/2021	38250	TOPS N BARRICADES	1090383	10/13/2021 DURA SHEEN WHITE SEMIGL	371.08	
			1090301	10/7/2021	REFL GLASS BEADS	260.35	
			1090401	10/14/2021	JKT SOFT SHELL LIME W/ SL	233.38	
			1090381	10/13/2021	STENCIL GUARD	192.92	
			1090480	10/20/2021	10/18-20 TRAFFIC BEACON R	50.00	1,107.73
112251	11/24/2021	44978	TRI-STATE MATERIALS, INC.	97927	9/29/2021 3/8" APACHE BROWN	1,279.99	
			97928	9/28/2021	3/8" APACHE BROWN	1,279.99	
			97993	10/5/2021	4"-8" ANTIQUE BROWN RUBE	82.92	2,642.90
112252	11/24/2021	43751	USA BLUEBOOK	744583	9/30/2021 ACETATE BUFFER SOLUTION	699.53	699.53
112253	11/24/2021	39640	VALLEY LOCK & SAFE	BW6379222	9/13/2021 CYBER LOCK KEYS & BRUSH	1,342.52	1,342.52
112254	11/24/2021	44775	VISTA PAINT CORPORATION	2021-241865-00	10/13/2021 EXTENSION POLE & CHAIN	92.29	92.29
112255	11/24/2021	49778	WEST COAST ARBORIST, INC	176196	8/15/2021 PE8/15 TREE MAINT @ PARK	7,402.00	
			177896	9/30/2021	PE9/30 TREE MAINT @ LLMD	3,870.00	
			175397	7/31/2021	PE7/31 TREE MAINT @ STRE	3,484.00	
			176195	8/15/2021	PE8/15 TREE MAINT @ STRE	3,328.00	
			177895	9/29/2021	PE9/29 TREE MAINT @ LLMD	2,883.00	
			177891	9/21/2021	PE9/21 TREE MAINT @ LLMD	1,964.00	
			177892	9/23/2021	PE9/23 TREE MAINT @ LLMD	910.00	
			177894	9/28/2021	PE9/28 TREE MAINT @ LLMD	621.00	
			177528	9/30/2021	PE9/30 TREE MAINT @ STRE	439.00	24,901.00
112256	11/24/2021	42100	ZUMAR INDUSTRIES INC	94789	10/19/2021 14GA EZE-OUT	1,213.57	
			94781	10/19/2021	COACHELLA SPEC OLD/NEW	721.98	
			94749	10/14/2021	2" SQUARE CAP FOR POST	581.50	2,517.05
<b>Sub total for WELLS FARGO BANK:</b>							<b>113,732.62</b>



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55 checks in this report.

Grand Total All Checks: 240,219.02

Date: November 24, 2021

  
\_\_\_\_\_  
Finance Director: Nathan Statham

apChkLst  
12/01/2021 9:32:07AM

Check List  
City of Coachella

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Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
484	12/1/2021	51949	THE H.N. & FRANCES C. BER(61	12/1/2021	DEC2021- CIVIC CENTER LO/	8,876.26	8,876.26
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							8,876.26

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1 checks in this report.

Grand Total All Checks: 8,876.26

Date: December 1, 2021



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
485	12/2/2021	45929	BECK OIL, INC.	48793CL	10/31/2021	PE10/31 PARKS DEPT FUEL	1,605.47	
				48834CL	10/31/2021	PE10/31 SANITARY DEPT FUE	1,166.57	
				48790CL	10/31/2021	PE10/31 WATER DEPT FUEL	825.48	
				48788CL	10/31/2021	PE10/31 STREETS DEPT FUE	694.83	
				48813CL	10/31/2021	PE10/31 VEHICLE MAINT DEP	389.65	
				48843CL	10/31/2021	PE10/31 BLDG MAINT DEPT F	329.74	
				48844CL	10/31/2021	PE10/31 ADMIN DEPT FUEL	137.00	
				48783CL	10/31/2021	PE10/31 ENG DEPT FUEL	75.76	
486	12/2/2021	42500	DEKRA-LITE INDUSTRIES, INC	ARINV015123	11/9/2021	UNIVERSAL LIGHT CLIPS	411.65	5,224.50
487	12/2/2021	51892	HERC RENTALS, INC.	32456648-002	11/3/2021	10/21-11/2 BOOM STRAIGHT F	3,732.68	411.65
				32487191-001	11/8/2021	11/6-7 LIGHT TOWER RNTLS	705.72	
				32488662-001	11/8/2021	11/6-7 LIGHT TOWER RNTLS	488.80	
				32488663-001	11/8/2021	11/6-7 LIGHT TOWER RNTLS	488.80	5,416.00
488	12/2/2021	00996	HOME DEPOT	8010502	10/21/2021	100' HOSE, SAFETY BARRIER	654.47	654.47
489	12/2/2021	24600	LOPES HARDWARE	010291	11/18/2021	HAMMER, GLOVES, KEY, DUC	115.14	
				010258	10/1/2021	PADLOCKS & PAINT	77.57	192.71
490	12/2/2021	02167	MICHAEL BAKER INTERNATIC	1133138	11/22/2021	PE10/31 AVE50/I-10 INTERCH.	3,546.00	3,546.00
491	12/2/2021	53857	MURCHISON & CUMMING, LLI	2422792	11/10/2021	PE10/31, CH2003-LUDWIG, D	10,658.03	10,658.03
492	12/2/2021	53552	QUENCH USA, INC.	INV03517719	11/1/2021	AC D347648, NOV2021 RNTL,	32.63	
				INV03539698	11/1/2021	AC D347651, NOV2021 RNTL,	32.63	
				INV03557303	10/23/2021	AC D347652, NOV2021 RNTL,	32.63	97.89
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>								<b>26,201.25</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112257	12/2/2021	48977	ADT COMMERCIAL	141919442	9/17/2021	ADDTNL EQUIP @ WELL #11	289.10	
				141898585	9/16/2021	ADDTNL EQUIP @ WELL #18	217.50	
				141898568	9/16/2021	ADDTNL EQUIP @ WELL #19	217.50	
				141919454	9/17/2021	ADDTNL EQUIP @ WELL #16	217.50	
				141919467	9/17/2021	ADDTNL EQUIP @ WELL #12	217.50	
				141919554	9/17/2021	ADDTNL EQUIP @ RLF PARK	217.50	
				141919587	9/17/2021	ADDTNL EQUIP @ 1500 6TH S	217.50	1,594.10
112258	12/2/2021	01436	AMERICAN FORENSIC NURSE	75165	11/8/2021	OCT2021 BLOOD DRAW	55.00	55.00
112259	12/2/2021	42837	ARAMARK UNIFORM SERVICE	OCT2021	10/31/2021	PE10/31 UNIFORMS, MATS &	2,771.54	
				OCT2021 SAN	10/31/2021	PE10/31 UNIFORMS, MATS &	919.98	
				OCT2021 CC	10/31/2021	PE10/31 MATS & MOPS	379.32	4,070.84
112260	12/2/2021	54363	BORDIN SEMMER LLP	3000-0420M 3	11/8/2021	PE10/31, CH2105-IBARRA, DC	1,497.00	
				3000-0440M 3	11/8/2021	PE10/31, CH2110-RODRIGUEZ	185.00	1,682.00
112261	12/2/2021	43862	BRENNTAG PACIFIC, INC	BPI193015	11/2/2021	CHEMCHLOR SODIUM HYPO	2,236.32	
				BPI193016	11/2/2021	CHEMCHLOR SODIUM HYPO	1,487.70	3,724.02
112262	12/2/2021	44494	BURRTEC WASTE & RECYCLI	BD 11/1/21	11/1/2021	AC 44-BS 405340, 85075 AVE	89.98	89.98
112263	12/2/2021	53423	CBE OFFICE SOLUTIONS	IN2443863	11/20/2021	ACC #CC3502, COLOR COPIE	1,093.20	1,093.20
112264	12/2/2021	53038	CDS OFFICE INTERIORS LLC	10600	11/23/2021	ENCLOSED ALUMINUM BOAF	1,870.41	1,870.41
112265	12/2/2021	02048	CDW GOVERNMENT, INC.	N967081	11/23/2021	PANASONIC KV-S1057C COL	985.82	
				N321906	11/8/2021	SW CONTENT FLTR PREM SC	325.01	
				N318249	11/8/2021	OTTERBOX PREM USB POWI	61.77	1,372.60
112266	12/2/2021	53220	COACHELLA ACE HARDWARE	2619/1	10/14/2021	DUAL CHECK VOLT DETECTC	141.30	
				2743/1	11/4/2021	ACE GLOVES	88.03	
				2621/1	10/14/2021	COVER BOX SGL RECEPT	1.40	230.73
112267	12/2/2021	44959	COMPUTER CONSULTANTS, I	33734	11/13/2021	OCT-NOV2021 SVC CALLS	1,365.00	1,365.00
112268	12/2/2021	49858	CV PIPELINE CORP.	S2729	11/8/2021	STORM DRAIN SYSTEM MAIN	1,350.00	1,350.00
112269	12/2/2021	12870	DEPARTMENT OF JUSTICE	547051	11/4/2021	OCT2021 BLOOD ALCOHOLA	245.00	245.00
112270	12/2/2021	00118	DEPARTMENT OF TRANSPOR	SL220455	10/19/2021	JULY-SEP2021 TRAFFIC SIGN	4,358.15	4,358.15
112271	12/2/2021	01089	DESERT ELECTRIC SUPPLY	S2913161.001	11/2/2021	NSI IT-4 4-14AWG INSD-TAP C	333.33	333.33
112272	12/2/2021	53007	DESERT PROMOTIONAL &	81694	10/14/2021	ADULT KNIT BEANIES	2,756.81	
				82088	11/3/2021	POLOS W/ EMBROIDERY	256.65	3,013.46
112273	12/2/2021	13700	DEWEY PEST CONTROL INC.	14660892	11/1/2021	AC103361, NOV2021, SENIOR	80.00	80.00
112274	12/2/2021	50551	DIV. OF THE STATE ARCHITE	(JL-SP2021	11/29/2021	JULY-SEP2021 DISABILITY AC	34.80	34.80
112275	12/2/2021	50645	DURAN'S LOCK & KEY	6077	11/2/2021	REKEYED CYLINDERS	90.00	90.00
112276	12/2/2021	44713	FARMER BROTHERS CO.	85672895	11/4/2021	COFFEE, CUPS, LIDS, ETC	588.40	588.40

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112277	12/2/2021	54402	FINEST TOUCH DESIGNS Final Pymnt	11/30/2021	FINAL- DOLORES HUERTA MI	7,500.00	7,500.00
112278	12/2/2021	52145	FLORES, JESSE 0319	11/22/2021	12/1 MARIACHI @ TREE LIGH	1,000.00	1,000.00
112279	12/2/2021	43672	FULTON DISTRIBUTING COMF551740	11/4/2021	GLOVES, PLATES, NAPKINS,	792.97	
			551335	11/1/2021	URINAL SCREEN	43.35	
			552265	11/9/2021	DUST MOP HANDLE	10.95	847.27
112280	12/2/2021	00822	GUYS & GALS UNIFORMS 36566	11/10/2021	TACT SQUAD TAN SHIRT, BD	813.97	813.97
112281	12/2/2021	45108	IMPERIAL SPRINKLER SUPPL4878250-00	10/27/2021	RAINBIRD 1" PLASTIC INLINE	130.17	
			4871249-00	10/21/2021	RAINBIRD 1 1/2" INLINE PLAS	112.42	242.59
112282	12/2/2021	54444	IMPERIAL TECHNICAL SERVIC4821522-00	9/13/2021	ITS PUMP SVC/REPAIR	402.19	402.19
112283	12/2/2021	00932	INDIO CAR WASH, INC. 10-0090-21	10/1/2021	JUNE-SEPT2021 CAR WASH :	196.92	196.92
112284	12/2/2021	54362	LINDE GAS & EQUIPMENT INC66666496	10/21/2021	STARGOLD C25 ARG-CO2	147.99	
			66773441	10/22/2021	OXYGEN 55, ACETYLENE B, (	137.42	285.41
112285	12/2/2021	51183	LINKO TECHNOLOGY INC. 8780	9/22/2021	SEP2021-AUG2022 ANNUAL S	5,510.00	5,510.00
112286	12/2/2021	54123	LISA WISE CONSULTING, INC.4018	9/21/2021	AUG2021 HOUSING ELEMEN	5,585.00	5,585.00
112287	12/2/2021	50501	LIVESCAN MGMT GROUP, INC11082021COC	11/8/2021	ALL GENDER RESTROOM SIC	591.60	591.60
112288	12/2/2021	52992	MINT PRINT MEDIA 00003421	10/28/2021	INSTLL'D FROSTED VINYL @	587.90	587.90
112289	12/2/2021	42112	NRO ENGINEERING 11-21-026	10/31/2021	PE10/31 PLNCK, TR 32074:#1:	7,229.25	
			11-21-025	10/31/2021	PE10/31 PLNCK, TR 32074:#1:	5,355.00	
			11-21-028	10/31/2021	PE10/31 PLNCK, 52300 ENTEI	2,952.25	
			11-21-022	10/31/2021	PE10/31 PLNCK, LA COLONIA	2,142.00	
			11-21-029	10/31/2021	PE10/31 PLNCK, TR 32074:#1:	1,837.50	
			11-21-020	10/31/2021	PE10/31 PLNCK, TR 38084:#1:	1,128.75	
			11-21-023	10/31/2021	PE10/31 PLNCK, JOOLIES TW	803.25	
			11-21-019	10/31/2021	PE10/31 PLNCK, TR 38084:#1:	752.50	
			11-21-021	10/31/2021	PE10/31 PLNCK, LA COLONIA	564.25	
			11-21-027	10/31/2021	PE10/31 PLNCK, 84499 CALLE	376.25	
			11-21-018	10/31/2021	PE10/31 PLNCK, ZAMARRIPA:	267.75	
			11-21-030	10/31/2021	PE10/31 PLNCK, SWPPP:#13E	262.50	
			11-21-031	10/31/2021	PE10/31 PLNCK, 52300 ENTEI	262.50	
			11-21-032	10/31/2021	PE10/31 PLNCK, RED MOON:#	218.75	
			11-21-024	10/31/2021	PE10/31 PLNCK, PARCEL ME	218.00	24,370.50
112290	12/2/2021	47192	O'REILLY AUTO PARTS 2855-383290	11/2/2021	DISC PAD SET, CERAMIC PAL	147.78	147.78
112291	12/2/2021	49989	PAUL ASSOCIATES 85642	11/8/2021	CITATION ENVELOPES	830.27	830.27

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112292	12/2/2021	02028	PETE'S ROAD SERVICE, INC. 538821-00	10/28/2021	DISMOUNT/MOUNT NEW TIR	954.26	
			541469-00	11/4/2021	MOUNT/BALANCE NEW TIRE	343.88	
			539394-00	11/1/2021	MOUNT/BALANCE NEW TIRE	216.88	1,515.02
112293	12/2/2021	54445	POMONA WHOLESALE ELECTS2891274.001	9/20/2021	UTILITY COVER ENCLOSURE	128.59	128.59
112294	12/2/2021	52344	QUADIENT FINANCE USA, INCCD 11/11/21	11/11/2021	OCT-NOV2021 POSTAGE BY I	2,000.00	2,000.00
112295	12/2/2021	52306	QUINN COMPANY 20041101	11/5/2021	11/2-4 SCISSOR LIFT RNTL	795.00	795.00
112296	12/2/2021	52470	R & R TOWING 55090	9/23/2021	9/23 TOWING: EVIDENCE TO	425.00	
			55321	10/31/2021	10/31 TOWING: 48553 CALLE	255.00	
			55525	11/1/2021	11/1 TOWING: AV54/CESAR C	255.00	935.00
112297	12/2/2021	48608	REYES COCA-COLA BOTTLIN11022210592	11/10/2021	DASANI BOTTLE WATER & 6F	577.80	577.80
112298	12/2/2021	53736	RG2 MANAGEMENT LLC 2814	11/23/2021	WE 11/21: K. MEDINA	1,053.00	
			2824	11/29/2021	WE 11/28: K. MEDINA	675.00	
			2795	11/8/2021	WE 11/7: L. VALENZUELA	608.04	
			2799	11/8/2021	WE 11/7: A. REYES	216.00	2,552.04
112299	12/2/2021	54446	RICKY'S PARTY RENTALS 189303	11/18/2021	12/1 THRONE CHAIRS @ TRE	1,350.00	1,350.00
112300	12/2/2021	54442	RIVERSIDE COUNTY 02643	6/30/2021	TDA AUDIT REFUND (SB 821	552.00	552.00
112301	12/2/2021	52991	S & D CAR WASH MANAGEMEARB127310	9/30/2021	SEP2021 CAR WASH SERVIC	286.59	286.59
112302	12/2/2021	52039	SHIELD OF FAITH PENTECOS 11/13 Deposit	11/17/2021	DEPOSIT REIMB- COMMUNIT	300.00	300.00
112303	12/2/2021	46733	SIMPLOT TURF & HORTICULT 208129391	11/3/2021	TRIPLE PRO SIMPLO	1,425.54	1,425.54
112304	12/2/2021	35000	SMART & FINAL 551144	11/15/2021	STERNO CANNED HEAT, COF	139.95	139.95
112305	12/2/2021	35450	SOCALGAS 1540 7th-OT21	10/27/2021	AC 008 423 3900 4, 9/23-10/25	87.55	
			1377 6th-OT21	10/27/2021	AC 012 623 3701 5, 9/23-10/25	79.41	
			87075Av54-OT2	10/27/2021	AC 123 573 5834 5, 9/23-10/25	63.09	
			1515 6th-OT21	10/27/2021	AC 031 523 3700 6, 9/23-10/25	22.31	
			1500 6th-OT21	10/27/2021	AC 020 678 1257 4, 9/23-10/25	19.98	
			84626Bag-OT21	10/27/2021	AC 153 323 6215 9, 9/23-10/25	15.78	
			BagPool-OT21	10/27/2021	AC 069 323 6500 7, 9/23-10/25	15.78	303.90

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112306	12/2/2021	52595	STAPLES BUSINESS CREDIT	7338018760-0-1	8/25/2021	DRY ERASE QUADPOD PRES	153.33	
				7341622866-0-1	10/18/2021	WINDOW SIGN HOLDER 6PK	108.64	
				7338472002-0-1	9/1/2021	HP63 COLOR, EXPO DRY ER	92.93	
				7342099671-0-3	10/26/2021	TRPL EMBSD BRDR IVRY INV	89.69	
				7340895929-0-1	10/5/2021	RECYCLED GW WHT #20 CS	87.91	
				7341556230-0-1	10/13/2021	HP63 COLOR, YLW STICKIES	85.98	
				7342099671-0-4	10/26/2021	SILVER FILGREE INVITE KIT	53.27	
				7342099671-0-1	10/26/2021	WHT FLTCRD INV W ENV 100	49.47	
				7342099671-0-2	10/26/2021	IVORY FLAT CARD INV 100PK	48.93	
				7338472002-0-2	9/8/2021	HP63 BLACK INK CART	41.30	
				7342099671-0-6	10/21/2021	P700 GEL ROLLER FN BLUE	30.44	841.89
112307	12/2/2021	52419	TAPIA, CLARISSA	0762	11/9/2021	12/1 CATERING @ TREE LIGH	2,000.00	2,000.00
112308	12/2/2021	38250	TOPS N BARRICADES	1090830	11/5/2021	JACKET FLEECE LIME, HARD	312.55	
				1090826	11/5/2021	JKT PARKA LIME ZIP OFF SLV	78.14	390.69
112309	12/2/2021	52204	TPX COMMUNICATIONS	150101780-0	11/16/2021	AC33325, 11/16-12/15	4,133.36	4,133.36
112310	12/2/2021	53173	VERIZON CONNECT NWF, INC	OSV000002595	11/1/2021	OCT2021 GPS MONITORING	1,262.82	
				INVE0214805	10/25/2021	OBD HARNESS KITS, ETC	404.91	1,667.73
112311	12/2/2021	01732	WAXIE SANITARY SUPPLY	80423047	11/2/2021	ECO GREEN NO-TOUCH NAT	419.55	419.55
112312	12/2/2021	49778	WEST COAST ARBORIST, INC	178792	10/7/2021	PE10/7 TREE MAINT @ LLMD	11,586.00	
				178799	10/15/2021	PE10/15 TREE MAINT @ LLMI	6,618.00	
				178789	10/3/2021	PE10/3 TREE MAINT @ LLMD	4,114.00	
				178790	10/6/2021	PE10/6 TREE MAINT @ LLMD	2,558.00	
				178795	10/11/2021	PE10/11 TREE MAINT @ LLMI	2,050.00	
				178798	10/14/2021	PE10/14 TREE MAINT @ LLMI	1,608.00	
				178793	10/10/2021	PE10/10 TREE MAINT @ LLMI	900.00	
				178796	10/12/2021	PE10/12 TREE MAINT @ LLMI	900.00	
				178797	10/13/2021	PE10/13 TREE MAINT @ LLMI	900.00	31,234.00
112313	12/2/2021	00384	WILLDAN FINANCIAL SERVICE	010-49485	10/29/2021	FY21/22 LANDSCAPE & LIGHT	2,500.00	2,500.00
112314	12/2/2021	48971	XPRESS GRAPHICS & PRINTING	21-44177	11/7/2021	HOLIDAY SWEEPING POSTC	153.34	153.34
112315	12/2/2021	42100	ZUMAR INDUSTRIES INC	94876	10/29/2021	NO LEFT TURN SYM, REVER	1,979.27	
				94877	10/29/2021	SPEED LIMIT 50, RT LANE ML	1,679.42	3,658.69
<b>Sub total for WELLS FARGO BANK:</b>								<b>136,013.10</b>



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67 checks in this report.

Grand Total All Checks: 162,214.35

Date: December 2, 2021



Finance Director: Nathan Statham



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Gabriel Perez, Development Services Director

**SUBJECT:** Adopt Ordinance No. 1188 (Zoning Ordinance Amendment 21-04) amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation. City-Initiated (*2nd Reading*).

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1188 amending the Interim Outdoor Cannabis Cultivation regulations of Sections 17.85.050, 5.68.130, and 17.85.040 of the Coachella Municipal Code

**BACKGROUND:**

On August 25, 2021, the City Council adopted Ordinance No. 1171 that removed previous distance restrictions of five hundred (500) feet from another interim outdoor commercial cannabis cultivation use and six hundred (600) feet from any residentially zoned lot. Outdoor cannabis cultivation is permitted with approval of a Conditional Use Permit (CUP) for a maximum term of 4 years in the area bounded by Vista del Sur on the north, Tyler Street and 86-S Expressway on the west, Avenue 52 on the south, and the All-American Canal on the east, subject to the following regulations:

- **Permitting:** A CUP or development agreement is required
- **Interim Use:** Allows the City to include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use.
- **Location and Zoning:** Requires an interim outdoor cultivation use to located within the agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone and is within the geographic area bounded by Avenue 48 on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway and Tyler Street on the west (See Figure 1).
- **Development Standards:** Requires the an interim outdoor cannabis cultivation site comply with:

- A site size of a minimum 1 acre.
- A maximum canopy size of 2 acres or the maximum size authorized by the State license for that business.
- 20 foot setback on all sides with an opaque fencing material to screen the outdoor grow area from view to public streets
- **Distance Restrictions:** Requires a minimum of 1,000 foot distance from a public or private school (K-12), day care center or youth center.
- **Water Service:** Interim outdoor cannabis cultivation may utilize a private well as a water source as an alternative to municipal water.

On November 10, 2021, the City Council introduced Ordinance No. 1188 to lift the existing 2 acre canopy size restriction per eligible site and permit limited, low intensity lighting for outdoor cultivation purposes.

### **DISCUSSION/ANALYSIS:**

Staff prepared Ordinance No. 1188 to allow for outdoor cannabis cultivation sites that exceed 2 acres of canopy size to be considered under a single CUP. Under existing regulations, any grower interested in cultivating a canopy size larger than 2 acres on a site would be required to apply for multiple CUPs. The proposed amendments would streamline the process and reduce costs to applicants to pursue interim outdoor cannabis cultivation of more than 2 acres of canopy on an eligible site and would reduce the staff time and resources to process multiple CUPs.

The proposed ordinance would also allow the City to permit limited outdoor lighting for cultivation purposes in winter months (November – February). The intent of the ordinance modifications is to assist growers in the winter months that would experience reduced yields for cannabis plants due to the limited daylight hours available. The low intensity lighting that would be installed in agricultural hoop houses would be similar to the illumination of outdoor residential patio lighting.

### **ALTERNATIVES:**

- 1) Adopt Ordinance No. 1188 (Second Reading)
- 3) Take no action.
- 4) Continue this item and provide staff with direction.

### **RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1

Attachments:

1. Ordinance No. 1188– amending Title 17 regarding Interim Outdoor Cannabis Cultivation

**ORDINANCE NO. 1188**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING PROVISIONS OF THE COACHELLA MUNICIPAL CODE REGARDING INTERIM OUTDOOR COMMERCIAL CANNABIS CULTIVATION IN THE CITY'S AGRICULTURAL SECTOR. CITY-INITIATED.**

**WHEREAS**, pursuant to the authority granted to the City of Coachella ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

**WHEREAS**, adoption and enforcement of comprehensive zoning regulations and business license regulations lies within the City's police power; and,

**WHEREAS**, on November 8, 2016, California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"), legalizing the use and possession of cannabis and cannabis products by adults aged 21 years and older; and,

**WHEREAS**, on June 27, 2017, Governor Brown signed into law Senate Bill 94, which created a single regulatory scheme for both medicinal and non-medicinal cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and,

**WHEREAS**, MAUCRSA allows local jurisdictions to allow or prohibit the various commercial cannabis activities which are allowed by the State, including outdoor cannabis cultivation; and,

**WHEREAS**, on June 17, 2021 the Planning Commission recommended that the City Council adopt Ordinance 1171 to establish interim outdoor cannabis cultivation by amending Title 17 (Zoning), Chapters 17.10, 17.12, 17.14, and 17.85 to (i) allow outdoor commercial cultivation in certain City zones and subject to certain property development standards, and (ii) comply with current City policies and State law; and,

**WHEREAS**, on August 25, 2021 the City Council adopted Ordinance 1171 establishing regulations for interim outdoor cannabis cultivation; and,

**WHEREAS**, the proposed Ordinance 1188 would amend the City's interim outdoor cannabis cultivation regulations by amending Title 17 (Zoning), Chapters 17.85 to lift the 2 acre maximum canopy for a site for interim outdoor cannabis cultivation, require City staff to notify outdoor cannabis cultivators of the need to renew expiring Conditional Use Permits, and would amend Title 5 (Business License and Regulations), Chapter 5.68, to allow limited, low intensity outdoor lighting for cultivation purposes during winter months; and .

**WHEREAS**, the subject Municipal Code Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in

Section 15378 of the California Public Resources Code, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant impact on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and,

**WHEREAS**, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on October 20, 2021 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff, and other public testimony; and,

**WHEREAS**, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance.

**WHEREAS**, the City Council conducted a properly noticed public hearing on November 10, 2021 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Incorporation of Recitals.** The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

**SECTION 2. Zoning Ordinance Amendment Findings**

With respect to Zoning Ordinance Amendment (ZOA 21-04), the Planning Commission finds as follows for the proposed ordinance:

The Zoning Ordinance Amendment is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The ordinance supports General Plan Policy 12.3 recognizing and maintaining agriculture and related uses as a key component of the City’s long-term development strategy. The proposed ordinance also support Policy 5.9 by supporting the right of existing farms to continue operations.

**SECTION 3. Amendment to the Coachella Municipal Code.** Section 17.85.050 *Commercial cannabis activity—Permitted locations and standards* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows and delete text in strike-out:

**17.85.050 - Commercial cannabis activity—Permitted locations and standards.**

A. Indoor commercial cultivation, manufacturing, testing laboratory, and distribution activities.

1. Location. Permitted uses be located in any wrecking yard zone (M-W) or manufacturing service - industrial park overlay zone (IP) in the city, upon issuance of a CUP and a regulatory permit.

2. Property development standards.

(a) In M-W zone – Permitted uses should be restricted to a site having a minimum of five (5) acres in size, with a minimum paved street frontage of two hundred fifty (250) feet. Permitted uses may not be established in the M-W zone on a multi-tenant industrial park or business park site existing on the effective date of this ordinance. A CUP to develop a new stand-alone commercial cannabis activity facility or a multi-tenant facility within a minimum site area of five acres may be pursued.

(b) In MS-IP Overlay zone – Permitted uses should be restricted to sites having a minimum project area of ten (10) acres and a minimum lot size or grouping of lots of at least five (5) acres.

3. Indoor only. All uses shall be conducted only in the interior of enclosed structures, facilities, and buildings. All indoor cultivation operations, including all cannabis plants, at any stage of growth, shall not be visible from the exterior of any structure, facility or building containing cultivation. All indoor cultivation, manufacturing, testing and processing must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor manufacturing, testing, and processing are prohibited. Portable greenhouses and/or non-permanent enclosures shall not be used for cultivation unless they are placed inside of a permanent structure that is enclosed on all sides.

4. Odor control. Uses shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all commercial cannabis activities that cause such odors.

B. Interim outdoor commercial cannabis cultivation.

1. Location. Interim outdoor commercial cannabis cultivation be located in any agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone that is located within the geographic area bounded by Vista Del Sur on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway on the west, upon issuance of a CUP and a regulatory permit.

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:

(a) shall be located on a site having a minimum of one (1) acre in size.

b) ~~shall have a~~ The maximum canopy size ~~equal to the lesser of two (2) acres or~~ shall be the maximum size authorized by the State license for that business.

(c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

3. Distance Restrictions. No interim outdoor commercial cannabis cultivation shall be located within:

(a) five hundred (500) feet of another interim outdoor commercial cannabis cultivation use.

(b) one thousand (1,000) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between the property line containing the interim outdoor commercial cannabis cultivation use to any lot line of the other use. “Day care center” means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers. “Youth center” means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

C. Indoor commercial cannabis activity must be served by municipal water and sewer services. Interim outdoor cannabis cultivation uses need only be served by a private water well or municipal water.

D. Commercial cannabis activity shall be located a minimum distance of six hundred (600) feet away from any residentially-zoned lot. The distance shall be measured at the nearest point between property lines containing the commercial cannabis use and any lot line of the residential use.

E. Testing laboratories may be located in the general commercial (C-G) zone in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty-foot paved street frontage requirement in subsections (A)(2)(a) and (A)(2)(b) of this section.”

**SECTION 4. Amendment to Coachella Municipal Code.** Section 5.68.130 *Operating standards* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text and delete stricken text as follows:

**“5.68.130 - Operating standards.**

.....

B. Interim Outdoor Cultivation. Cannabis plants shall not be easily visible from offsite. All interim outdoor commercial cultivation sites should have a minimum twenty-foot (20 ft.) setback with an opaque fencing material to screen the outdoor cannabis grow areas from view to the public streets. All interim outdoor commercial cultivation activities shall occur within a secure fence at least six (6) feet in height that fully encloses the cultivation area(s) and prevents access to the cultivation area(s). The fence must include a lockable gate(s) that is locked at all times, except for during times of active ingress and egress. Outdoor lighting shall be used for the purpose of illumination only. Low intensity outdoor lighting ~~shall not be located within the~~ may be permitted in the canopy area, used for photosynthesis, mixed-light processes, other purposes intended to manipulate cannabis plant growth during the months of November through February for two hours before sunrise and two hours after sunset. ~~All other~~ temporary lighting, whether powered by a portable generator or permitted electrical service, is prohibited.

**SECTION 5. Amendment to the Coachella Municipal Code.** Section 17.85.040 *Conditional use permit or development agreement required* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows:

**“17.85.040 - Conditional use permit or development agreement required.**

Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the applicant shall obtain a validly issued CUP as provided in Chapter 17.74 entitled “Conditional Uses” of this municipal code or enter into a fully executed development agreement agreed to by the city council. If any provision of this chapter conflicts with any provision of Chapter 17.74 of this code, the provision in this chapter shall control. An applicant must obtain a separate CUP for each commercial cannabis activity the applicant wishes to operate. Separate CUPs may be issued for indoor cannabis cultivation versus interim outdoor cannabis cultivation. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain an indoor cultivation, interim outdoor cultivation, manufacture, distribution, non-retail microbusiness, or testing laboratory regulatory permit required by this code. Each CUP for interim outdoor cultivation may include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use. If the condition is accepted by the applicant, the City may thereafter record a covenant memorializing this restriction against the property, which shall include a reference to the approved CUP. The City Manager or his/her designee shall make efforts to notify the permittee a year prior to CUP expiration of the need to renew the CUP.

**SECTION 6. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 7. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 8. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 9. Certification.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof,



cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December 2021.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1188 was duly and regularly introduced at a meeting of the City Council on the 10<sup>th</sup> day of November 2021, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 8<sup>th</sup> day of December 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Gabriel Perez, Development Services Director

**SUBJECT:** American Desert LLC Multi-tenant Microbusiness Project  
Adopt Ordinance No. 1189 (Change of Zone No. 21-03) to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54. *(2nd Reading)*

**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance 1189 approving Change of Zone No. 21-03 for the American Desert LLC Multi-tenant Microbusiness Project.

**BACKGROUND:**

On November 10, 2021 the City Council introduced for first reading, by title only, the attached Ordinance No. 1189, for the American Desert LLC Multi-tenant Microbusiness Project (“Project”) to apply the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre parcel, located at the southwest corner of Avenue 54 and Enterprise Way (86695 Avenue 54).

At the City Council meeting of November 10, 2021, the Council also adopted Resolution No. 2021-73 approving CUP No. 342, Variance No. 21-04. The variance is required to allow the IP Overlay Zone on a project area less than 10 acres, individual lot less than 5 acres, and a lot depth less than 220 feet. Approval of CUP 342 allows cannabis microbusinesses to operate in the building on the site subject to final adoption of Ordinance No. 1189 and compliance with project conditions of approval.

**DISCUSSION/ANALYSIS**

The applicant, American Desert LLC, proposes to convert an existing 18,960 square foot multi-tenant industrial building located at 86695 Avenue 54 to allow microbusinesses consisting of cultivation, manufacturing and distribution only with no storefront retail. The project will potentially have a total of 12 tenants on a 18,960 square foot lot.

The project site consists of an 18,960 sq. ft. multi-tenant industrial building with 12 tenant suites, each measuring approximately 1,500 square feet at 86695 Avenue 54. The applicant proposes to allow multi-tenant cannabis microbusinesses to occupy suites to include activities such as cultivation, manufacturing, and distribution only, with no retail sales.

**FISCAL IMPACT:**

None.

**ALTERNATIVES:**

- 1) Adopt Ordinance No. 1189 (Second Reading).
- 2) Take no action.
- 3) Continue these items and provide staff with direction.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 as noted above.

Attachments:

1. Ordinance 1189 (Change of Zone No. 21-03) – 2<sup>nd</sup> Reading  
Exhibit A – Change of Zone Exhibit

**ORDINANCE NO. 1189**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 21-03 FROM M-H (MANUFACTURING HEAVY) TO M-S (MANUFACTURING SERVICE) AND ADD THE INDUSTRIAL PARK OVERLAY ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED 86695 AVENUE 54. APPLICANT: AL BARLAS REPRESENTING ARTEM ARTENYAN.**

**WHEREAS**, Al Barlas (on behalf of Artem Artenyan) filed an application for Change of Zone 21-03 to change the zoning from M-H (Manufacturing Heavy) to M-S (Manufacturing Service) and add the Industrial Park Overlay Zone on a 1.29 acre developed parcel of land and attendant applications Conditional Use Permit 342 and Variance No. 21-04, located at 86695 Avenue 54; Assessor’s Parcel No. 764-280-011 (“Project”); and,

**WHEREAS**, the City has processed Change of Zone 21-03 pursuant to the Coachella Municipal Code, the California Government Code and the California Environmental Quality Act of 1970 as amended; and,

**WHEREAS**, on October 20, 2021 the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing and considered the CEQA document and the proposed project and recommended to the City Council approval of Change of Zone 21-03 adopting the recommended findings and staff recommendations; and,

**WHEREAS**, on November 10, 2021 the City Council of the City of Coachella held a duly noticed and published Public Hearing wherein the public was given an opportunity to testify regarding the proposed project, and wherein the City Council approved Change of Zone 21-03 adopting the recommended findings and staff recommendations; and,

**WHEREAS**, the City Council of the City of Coachella finds that the applicant’s request for Change of Zone 21-03 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 21-03 Map marked “Exhibit A” from M-H (Manufacturing-Heavy) to M-S-IP (Manufacturing Service – Industrial Park Overlay) for 1.74 acres located at 86695 Avenue 54, with the findings listed below.

**Findings for Change of Zone 21-03:**

1. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code with approval of the Change of Zone 21-03 and Variance 21-03.

2. Change of Zone No. 21-03 proposes to change the zoning of the 1.29 acre subject site at 86695 Avenue 54 from M-H (Heavy Industrial) to M-S (Manufacturing Service) and add the Industrial Park (IP) Overlay Zone. The Project complies with the applicable M-S (Manufacturing Service) zoning standards and IP Overlay Zone as proposed and with Chapter 17.85 and 17.46 of the Coachella Municipal Code regarding Cannabis Activity subject to approval of Condition Use Permit 342.

3. The subject site has been improved with on-site improvements and construction of an industrial building consistent with considerations for harmony in scale, bulk, coverage and density, availability of public facilities and utilities, and the generation of traffic and capacity of surrounding streets as required by the City of Coachella Zoning Ordinance. The Zoning Ordinance requires cannabis uses in the IP Overlay Zone to comply with minimum distance requirements from residential uses and from Avenue 52 and the proposed cannabis use complies as the distance from the site to residential uses and Avenue 52 is beyond 4,000 feet where a minimum distance is 1,000 feet is required from residential zoned lots and 800 feet from Avenue 52.

4. The Project will be compatible with neighboring properties with respect to land development patterns. The proposed cannabis business would operate in an existing industrial building and the scale, massing, and aesthetic appeal of existing development is in keeping with development of neighboring properties.

5. The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301-(Class 1) Existing Facilities of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 342 meets the criteria for a Section 15301-Class 1 CEQA exemption.

6. The proposed multi-tenant use will operate within a an existing multi-tenant industrial building on a parcel developed with vehicular approaches previously reviewed and approved by the City of Coachella and designed for reasonable minimal interference with traffic on surrounding public street or road.

7. That the strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter as the subject site is located in Subarea #7 (South Employment District) and consistent with zoning requirements of the Industrial Overlay Zone, except for the minimum project area of 10 acres, minimum individual 5 acre lot size, and minimum lot depth of 220 feet. The subject site is within a project area defined by a previous subdivision under parcel map 26716 consisting of 7.91 acres, has an individual lot size of 1.29 acres, and a lot depth of approximately 120 feet. The proposed change of zone from M-H to M-S would be consistent with the intent and purpose of the Industrial Park Overlay Zone as the subject site is within a project area that is well-planned with orderly development of industrial multi-tenant buildings with existing on-site

improvements. The proposed cannabis use is consistent with the distance requirements of microbusinesses in the IP Overlay Zone from residential zones uses and Avenue 52. The existing building on the subject parcel is approximately 5,400 feet from the nearest building on a residentially zoned lot and therefore consistent with the minimum 1,000 foot distance of the use from any residentially zoned lot. Retail cannabis microbusinesses are not permitted within 800 feet of Avenue 52. The proposed business is more than 4,000 feet away from Avenue 52. Due to the subject site location significantly beyond the IP Overlay Zone and Retail Cannabis Business distance requirements for cannabis uses from residential uses and other sensitive uses, the proposed use would not present an adverse impact to the community. In fact, the change of zone from M-H to M-S would permit less intensive industrial uses permitted in the M-S zone and IP Overlay District.

8. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity, in that the subject parcel is within Parcel Map 26716 and the gross area of the project area consists of 9.61 acres, inclusive of dedicated lots for Enterprise Way and Avenue 54, or .4 acres below the minimum required 10 acre project area. The site is located in boundary area designated by the City Council, Subarea #7 as appropriate for cannabis uses.

9. That such variance and change of zone is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question in that the subject parcel is in a project area developed in a well-planned and orderly development as intended by the Industrial Park Overlay Zone and is within a boundary that the overlay zone is applicable to with the exception of the corresponding M-S zoning and minimum 10 acre project area. The gross project area for Parcel Map 26716, in which the subject parcel is a part, is 9.61 acres and therefore substantially consistent with the minimum required project area.

10. That the granting of such variance and approval of the change of zone will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located in that the proposed zone change of the subject site from M-H to M-S and the application of the IP Overlay Zone would reduce to intensity of industrial uses that could be permitted on-site. Furthermore, cannabis related businesses are subject to findings and conditions of a conditional use permit. If a cannabis related business operating on the subject site was determined to be operating in violation of conditions of approval of the conditional use permit then the City of Coachella Planning Commission may revoke the conditional use permit.

11. That the granting of the variance and approval of the change of zone will not adversely effect any element of the general plan. In fact, the Subarea #7 (South Employment District) identifies a vision for an employment district that contain a diversity of job-producing uses. Furthermore, policy direction for Subarea #7 allows support retail and services that support employment uses.

**Section 2. SEVERABILITY** The City Council declares that, should any provision,

section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

**Section 3. EFFECTIVE DATE** This ordinance shall take effect thirty (30) days after its second reading by the City Council.

**Section 4. CERTIFICATION** The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December 2021.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney



STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1189 was duly and regularly introduced at a meeting of the City Council on the 10<sup>th</sup> day of November 2021, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 8<sup>th</sup> day of December 2021.

AYES:

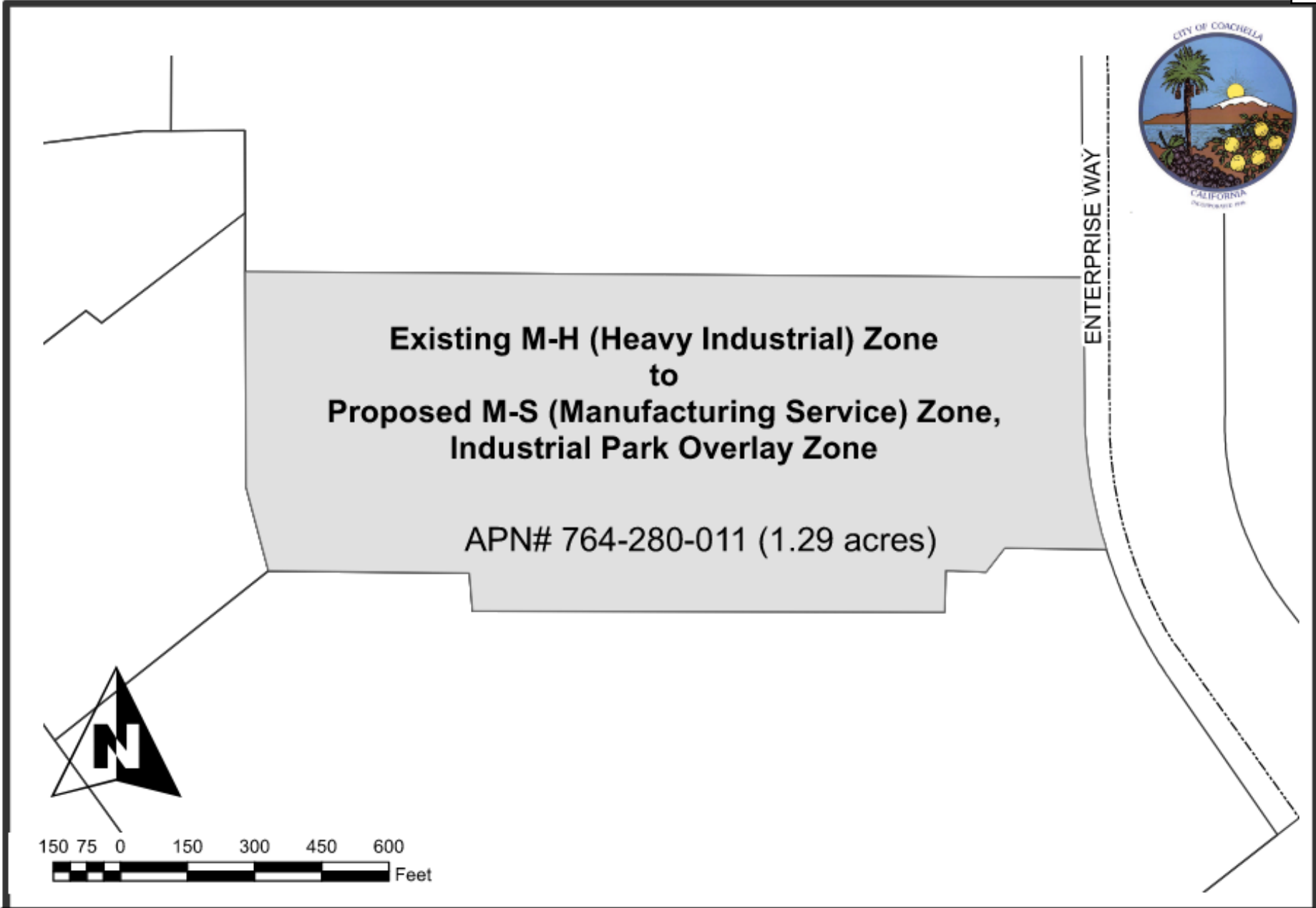
NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



Change of Zone 21-03 Exhibit

2021



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Gabriel Perez, Development Services Director

**SUBJECT:** Adopt Ordinance No. 1190 (Zoning Ordinance Amendment 21-03) amending Sections 17.72.010 and 17.74.050 of Title 17 (ZONING) of the Coachella Municipal Code to regulate time extension requests for Architectural Review and Conditional Use Permits (2<sup>nd</sup> Reading).

**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1190, amending Sections 17.72.010 and 17.74.050 of the Coachella Municipal Code to regulate time extensions for Architectural Review and Conditional Use Permits.

**BACKGROUND/DISCUSSION:**

On November 10, 2021 the City Council introduced for first reading, by title only, the attached Ordinance No. 1190. The ordinance would eliminate retroactive extensions for Architectural Reviews (AR) and Conditional Use Permits (CUPs). The Planning Commission recommended that the City Council adopt Ordinance 1190 at their regular meeting of October 6, 2021.

The City's Zoning Code allows ARs and CUPs to be valid for 12 months, unless the owner obtains building permits and pursues construction of the project diligently. A time extension may be approved by the Planning Commission for up to three 12-month increments if the owner submits a timely request with justification and a filing fee. The Code further states that a project proponent may request a time extension "after the expiration date" of the Architectural Review or Conditional Use Permit if the owner pays "double the fee amount" for the time extension. The proposed ordinance to eliminate retroactive extensions does not change the City's authority to grant time extensions for ARs and CUPs if the applicant requests the time extension prior to permit expiration.

**ALTERNATIVES:**

1. Adopt Ordinance No. 1190 (Second Reading)
2. Take no action.
3. Continue this item and provide staff with direction.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 as noted above.

Attachment:

1. Ordinance No. 1190 (Zoning Ordinance Amendment 21-03) – 2nd Reading - Amending Title 17 for Conditional Use Permit and Architectural Review Expirations

**ORDINANCE NO. 1190**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING SECTIONS 17.72.010 AND 17.74.050 OF TITLE 17 (ZONING) OF THE COACHELLA MUNICIPAL CODE TO REGULATE TIME EXTENSION REQUESTS FOR ARCHITECTURAL REVIEW AND CONDITIONAL USE PERMITS**

**WHEREAS**, the Coachella Zoning Code currently includes post-determination procedures for expired Conditional Use Permit (“CUP”) reviews by the Planning Commission which procedure can be abused by applicants; and

**WHEREAS**, the City Council believes that the review of expiring CUP actions merit additional scrutiny and consideration by the Planning Commission in order to impose reasonable land use conditions of approval upon these uses, the City Council finds that this will provide the added scrutiny needed to address the negative impacts posed by these conditional uses; and,

**WHEREAS**, the Planning Commission conducted a properly noticed public hearing on October 6, 2021 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff and public testimony; and,

**WHEREAS**, after such hearing, the Planning Commission recommended by a 5-0 vote that the City Council approve this Ordinance; and,

**WHEREAS**, the City Council conducted a properly noticed public hearing on November 10, 2021 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff and public testimony.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Subsection J(2) of Section 17.72.050 of Chapter 17.72 of Title 17 of the Coachella Municipal Code is hereby amended to read as follows (deleted text in ~~strikethrough~~; added text in underlined text):

“17.74.050 - Post-determination procedures.

- A. Intent and Purpose. To provide flexibility in the placement and interrelationship of structures and uses subject to architectural review; to provide for the implementation of sound site plan design concepts while maintaining the overall intensity of land use and density of population; to review the site plan of those uses which are not intrinsically objectionable to the predominant use category of the district, but which have inherent characteristics which, if not properly handled, have potentials for becoming detrimental to the health, safety, or general welfare of the public, or to neighboring land uses; to determine whether or not a proposed development will properly comply with the architectural guidelines of the city and the provisions and development standards required by this chapter or as prescribed by the planning director, or other authorized agent; to

improve the quality of development and to provide a mechanism whereby the city can insure well-designed development.

.....

J. Expiration of Architectural Approval.

1. Architectural approval shall expire three hundred sixty-five (365) days from approval unless the applicant has: obtained a building permit; paid all applicable fees; commenced construction; and is diligently pursuing completion. A cessation of construction for a period of more than thirty (30) consecutive days shall be presumed to be nondiligent.
2. The architectural review approval that has been granted, but not been exercised within one year, may be renewed for three one year time extensions only if an application stating reasons for renewal is filed with the planning director at least ten (10) days prior to one year after the effective date of the architectural review approval. The original approving authority for the architectural review (planning director or planning commission) shall render a decision regarding an extension. ~~If an applicant requests a time extension after the architectural review approval has expired, a retroactive time extension may be approved; however the application fees are double.~~ In the event that the planning director or planning commission acts to renew or grant a time extension for the architectural approval, the planning director or planning commission may impose any reasonable additional conditions on the architectural approval as a condition of its renewal. In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning director or planning commission shall deny the ~~renewal.~~ time extension request.

**SECTION 3.** Subsection A(2) of Section 17.74.050 of Chapter 17.74 of Title 17 of the Coachella Municipal Code is hereby amended to read as follows (deleted text in ~~strikethrough~~; added text in underlined text):

“17.74.050 - Post-determination procedures.

A. Expiration of Conditional Use.

1. A conditional use shall expire and shall become void one year following the date on which the conditional use became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.
2. A conditional use that has been granted, but not been exercised within one year may be renewed for three one-year time extensions only if an application stating reasons for renewal is filed prior to one year after the effective date of the conditional use approval by the planning commission. ~~If an applicant requests a time extension after the conditional use permit approval has expired, a retroactive time extension may be approved; however the application fees are double.~~ In the event that the planning

commission acts to ~~renew~~ approve a time extension for the conditional use permit, the planning commission may impose any reasonable additional conditions on the conditional use permit as a condition of the time extension, provided a modification to the conditional use permit is processed. ~~is renewal.~~ In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning commission shall deny the ~~renewal~~ time extension request.

**SECTION 4.** Effective Date. This ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 6.** Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**SECTION 7.** CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney



STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF COACHELLA )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1190 was duly and regularly introduced at a meeting of the City Council on the 10<sup>th</sup> day of November 2021, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 8<sup>th</sup> day of December 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Best Best & Krieger LLP, City Attorney

**SUBJECT:** Resolution No. 2021-76, Consider opting into Settlement Agreements with Distributors of opioids, Amerisource Bergan, Cardinal Health, and Mckesson, and Opioid Manufacturer Janssen (Owned By Johnson & Johnson)

**STAFF RECOMMENDATION**

Staff recommends that the City Council adopt Resolution 2021-76 authorizing the City Manager to:

1. Opt into settlement agreement with opioid distributors, Amerisource Bergen, Cardinal Health, and McKesson, and direct the City Manager to execute any documents necessary to implement the action.
2. Opt into settlement agreement with opioid manufacturer, Janssen (owned by Johnson & Johnson), and direct the City Manager to execute any documents necessary to implement the action.

**EXECUTIVE SUMMARY**

Litigation brought by states and cities across the United States against the three largest pharmaceutical distributors of opioid painkillers, Amerisource Bergen, Cardinal Health, and McKesson (the “Distributors”), and the opioid painkiller manufacturer, Janssen (owned by Johnson & Johnson) (“J&J”), has resulted in two proposed settlements totaling approximately \$26 billion dollars.

The City can opt into the settlements, thereby releasing its claims against the Distributors and J&J, in order to receive at most **\$343,980 paid out over a period of next 18 years**. The funds are restricted to certain opioid abatement/remediation uses. The City can either allow the funds to be used by the County of Riverside or elect to use the funds itself subject to reporting requirements to the state. Alternatively, the City can take no action, thereby opting out of the settlements, while maintaining its right to pursue litigation against the Distributors and J&J.

**BACKGROUND/ DISCUSSION**

## A. Allocation of Funds

Litigation brought by states and cities across the United States against the Distributors and J&J has resulted in a proposed settlement totaling approximately \$26 billion dollars. The proposed settlement is broken into two separate deals: (1) the Distributors Settlement (Exhibit A); and (2) the J&J Settlement (Exhibit B.) The Distributors will pay \$21 billion over 18 years and J&J will pay \$5 billion over 7 years.

California is to receive between \$2.269 and \$2.34 billion and is to distribute these funds pursuant to intrastate allocation agreements for both the Distributors Settlement and the J&J Settlement. (Exhibit C and Exhibit D.) As outlined in the Intrastate Allocation Agreements, Settlement Fund payments due to the State of California are allocated as follows: 15% to the State Fund; 70% to the California Abatement Accounts Fund; and 15% to the California Subdivision Fund. This results in the State receiving 15% of the payments allocated to California and local subdivisions receiving the remaining 85%. The percentages paid out to the California Subdivision Fund is reserved for entities that participated in the litigation of the claims giving rise to the settlement agreements. The percentages paid out to local subdivisions that did not litigate, but choose to opt into the settlements comes from the share of the settlement proceeds that are placed in the California Abatement Accounts Fund. Essentially, this means that the City of Coachella, if it chooses to opt into the settlement, is entitled receive a percentage share from the California Abatement Accounts Fund.

The City of Coachella has been allocated 0.021% of the 70% of the approximate \$2,340,000,000 (i.e., best case scenario), which is equal to **\$343,980**. This total amount will be disbursed over 18 years, which totals approximately **\$19,110 per year**. The first payments are scheduled to occur in the first quarter of 2022 and July 2022. After the receipt of these initial payments, further payments will be received annually thereafter. As stated above, the definite amount is not yet known because of the bonus structure built into the agreements.

The default distribution of funds in the settlement agreements provides that the funds will go directly to the county in which a city is located. A city can elect to have its funds delivered directly to the city by providing notice in the settlement agreements. Additionally, a city within a county 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 administrators at least sixty days prior to a payment date.

In deciding whether to allow a city's funds to go directly to the county in which a city is located, a city should consider the following: (1) whether the amount of money is substantial enough for the city to handle it on its own; (2) whether the city offers the services and has the employees to spend the money in accordance with its prescribed uses; and (3) whether the city wants to engage in the reporting requirements over the course of the next nineteen years (eighteen years of distribution and an additional year following final distribution).

## B. Use of Received Funds

As outlined by the Distributor and J&J Settlements, funds received from the California Abatement Accounts Fund must be **used for future opioid remediation or abatement**. Exhibit "E" of both

the Distribution and J&J Settlements contain a non-exhaustive list of potential uses for received abatement funds. For instance, participating subdivisions may use funds for areas such as services to treat opioid use disorder; support people in treatment and recovery; connect people to care; address needs of criminal justice-involved persons; address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence syndrome; prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids; prevent misuse of opioids; prevent overdose deaths and other harms; provide leadership, planning, and coordination of programs; provide training; and conduct research. (See Exhibit A, E-1 – E-15 for allowed uses; see Exhibit B, pp. 63-77 for allowed uses.)

The Intrastate Allocation Agreements also provide spending limitations in addition to those provided by the Distributor and J&J Settlements. Under the Intrastate Allocation Agreements, no less than 50% of the funds received 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.

In addition to these requirements, there is also a time limit on the spending of received funds. If funds are not expended or encumbered within **five years of receipt** and in accordance with the settlement agreements and the Intrastate Allocation Agreements, the funds are required to be transferred back to the State.

### **C. Management of Funds**

Each county and city that receives payment of funds from the settlements must prepare written reports at least annually regarding the use of those funds until the funds are fully expended and for one year thereafter. Each county and city will need to track all deposits and expenditures. These reports will also include a certification that all funds received have been used in compliance with the allocation agreements. The California Department of Healthcare and Services (“DHCS”) may review these reports in order to determine compliance with the settlement agreements and the Intrastate Allocation Agreement.

If the DHCS determines that a participating subdivision's use of abatement funds is inconsistent with the settlement agreements or Intrastate Allocation Agreements, the parties are required to meet and confer. If the meet and confer process does not provide a resolution, the DHCS may conduct an audit, which can lead to a court action if the matter is still not resolved after an audit.

#### **D. Opting In**

The City must opt into the settlements by **January 2, 2022**, which requires the City to release its claims against the Distributors and J&J. If the City takes no action, it will have opted out of the settlements and its designated funds will flow to the State. The City would still have the opportunity to bring its own action against the Distributors and J&J.

#### **CONCLUSION:**

Unless the City intends to pursue its own litigation against the Distributors and J&J, it is recommended that the City opt into the settlement and elect to receive payments directly.

#### **FISCAL IMPACT**

Opting into the settlements would have a net positive fiscal impact to the City by allowing the City to receive approximately \$19,110 per year to fund opioid abatement.

#### **ALTERNATIVE(S)**

Given the amount of funds and the reporting requirements, the City may also accept the default distribution and allow its funds to deposit with the County.

#### **ATTACHMENTS**

1. Exhibit A – Distributor Settlement Agreement
2. Exhibit B – J&J Settlement Agreement
3. Exhibit C – CA Distributors Allocation Agreement
4. Exhibit D – CA J&J Allocation Agreement
5. Exhibit E – Participation Agreement Distributor Settlement
6. Exhibit F – Participation Agreement J&J Settlement

**RESOLUTION NO. 2021-76**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREE TO THE TERMS OF THE STATE-SUBDIVISION AGREEMENTS, AND AUTHORIZE ENTRY INTO THE STATE-SUBDIVISION AGREEMENTS WITH THE ATTORNEY GENERAL**

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

**WHEREAS**, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation (“MDL”) being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants’ unlawful conduct caused the opioid epidemic; and

**WHEREAS**, on or about July 1, 2021, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and several of the defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation (collectively, “Distributors”), and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “J&J”) (all collectively, the “Settling Defendants”); and

**WHEREAS**, as part of the settlement with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlement in exchange for a release of the Settling Defendants; and

**WHEREAS**, copies of 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 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 in the MDL 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 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 allocate the California Opioid Funds 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 Settlements shall 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”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”); and

**WHEREAS**, under the Settlement Agreements, certain local subdivisions that did not file a lawsuit against the Settlement Defendants may qualify to participate in the Settlement and obtain funds from the CA Abatement Accounts Fund; and

**WHEREAS**, the City is eligible to participate in the Settlement and become a CA Participating Subdivision by executing a Participation Agreement for each of the settlements; and

**WHEREAS**, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements and provided to the City Council with this Resolution. The City’s share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City’s percentage set forth in Appendix 1 (the “Local Allocation”); and

**WHEREAS**, 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, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and

**WHEREAS**, it the intent of this Resolution is to authorize the City to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation Agreements by executing the signature page to those agreements.

**.NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The City Manager is authorized to: (1) settle and release the City’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements and Allocation Agreements and (2) execute any other documents as may be necessary to fully settle and release the City’s claims against the Settling Defendants.

**SECTION 3.** That the City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 4.** Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 5.** Effective Date. This Resolution shall become effective immediately.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk



**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF COACHELLA )

I HEREBY CERTIFY that the foregoing Resolution No. 2021-76 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8<sup>th</sup> day of December 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

# **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 Releaser 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 expenditures<sup>1</sup> 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.

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<sup>1</sup> Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

BBB. “*Prepayment Notice.*” As defined in Section IV.J.1.

CCC. “*Primary Subdivision.*” A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000; *provided, however*, that as used in connection with Incentive Payment C, the population threshold is 30,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each State.

DDD. “*Prior Litigating Subdivision*” A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however*, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, the Settling Distributors and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

EEE. “*Product.*” Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

FFF. “*Reference Date.*” The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

GGG. “*Released Claims.*” Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims

that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, Subdivision, or Releasor (whether or not such State, Subdivision, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

HHH. "Released Entities." With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section XI.C). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the "Pharmacies") are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors' subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit J represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Reference Date is not a Released Entity.

III. “*Releasors.*” With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State’s Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State’s Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section XI.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority.

JJJ. “*Revocation Event.*” With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

KKK. “*Settlement Class Resolution.*” A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that State that (1) conforms with that Settling State’s statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Settling Distributors other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that State opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

LLL. “*Settlement Fund.*” The interest-bearing fund established pursuant to this Agreement into which the Annual Payments are made under Section IV.

MMM. “*Settlement Fund Administrator.*” The entity that annually determines the Annual Payment (including calculating Incentive Payments pursuant to Section IV and any amounts subject to suspension, offset, or reduction pursuant to Section XII and Section XIII), annually determines the Participation Tier pursuant to Section VIII.C, administers the Settlement Fund, and distributes amounts into the Abatement Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

NNN. “*Settlement Fund Escrow.*” The interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement, and to hold the first Annual Payment until the Effective Date.

OOO. “*Settlement Payment Schedule.*” The schedule attached to this Agreement as Exhibit M.

PPP. “*Settlement Prepayment.*” As defined in Section IV.J.1.

QQQ. “*Settlement Prepayment Reduction Schedule.*” As defined in Section IV.J.1.

RRR. “*Settling Distributors.*” McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (each, a “*Settling Distributor*”).

SSS. “*Settling State.*” A State that has entered into this Agreement with all Settling Distributors and delivers executed releases in accordance with Section VIII.A.

TTT. “*State.*” With the exception of West Virginia, which has addressed its claims separately and is excluded from participation in this Agreement, the states, commonwealths, and territories of the United States of America, as well as the District of Columbia. The 55 States are listed in Exhibit F. Additionally, the use of non-capitalized “state” to describe something (*e.g.*, “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, “territorial court”).

UUU. “*State Fund.*” The component of the Settlement Fund described in Section V.C.

VVV. “*State-Subdivision Agreement.*” An agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify

if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

WWW. “*Statutory Trust.*” A trust fund established by state law to receive funds allocated to a Settling State’s Abatement Accounts Fund and restrict any expenditures made using funds from such Settling State’s Abatement Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State’s Settlement Fund, but this is not required.

XXX. “*Subdivision.*” Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.<sup>2</sup> The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.<sup>3</sup> “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.<sup>4</sup> 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

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<sup>2</sup> <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>

<sup>3</sup> *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](https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf).

<sup>4</sup> 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:

<b>Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population<sup>5</sup></b>	<b>Incentive Payment B Eligibility Percentage</b>
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

<sup>5</sup> 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:

<b>Percentage of Relevant Subdivision Population that is Incentive C Eligible Population<sup>6</sup></b>	<b>Incentive Payment C Eligibility Percentage</b>
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

<sup>6</sup> 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.<sup>7</sup> 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,<sup>8</sup> 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

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<sup>7</sup> 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.

<sup>8</sup> 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 Remediation<sup>9</sup> 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 allocation 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

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<sup>9</sup> Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.c shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

- (i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;
- (ii) Composition that includes at least an equal number of local representatives as state representatives;
- (iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and
- (iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Settling Distributors and the Enforcement Committee.

F. *Nature of Payment.* Each of the Settling Distributors, the Settling States, and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

## VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and the Settling Distributors; *provided, however,* that Released Entities may enforce Section XI and Participating Subdivisions listed on Exhibit G have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of

this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against the Settling Distributors with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section V; *provided, however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* The Settling Distributors consent to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Settling Distributors believe that the eight-five percent (85%) threshold established in Section V.B.1 is not being satisfied, any Party may request that the Settling Distributors and Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to the Settling Distributors seeking to reduce their Annual Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) threshold established in Section V.B.1; (ii) only reduce Annual Payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) threshold established in Section V.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision



Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Abatement Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Distributor Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.2.a(v) to seek resolution regarding the failure by a Settling Distributor to make its allocable share of an Annual Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or a Settling Distributor shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States or the Tribal/W. Va. Subdivision Credit;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the allocation of payments among Settling Distributors as described in Section IV.I;

(v) the failure by a Settling Distributor to pay its allocable share of the Annual Payment or of the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between a Settling Distributor and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(vi) the interpretation and application of the significant financial constraint provision in Section IV.K, including, without limitation, eligibility for and amount of deferrals for any given year, time for repayment, and compliance with restrictions during deferral term;

- (vii) the interpretation and application of the prepayment provisions as described in Section IV.J;
- (viii) the interpretation and application of any most-favored-nation provision in Section XIV.E;
- (ix) questions regarding the performance and/or removal of the Settlement Fund Administrator;
- (x) replacement of the Monitor, as provided in the Injunctive Relief Terms;
- (xi) disputes involving liability of successor entities;
- (xii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, B, or C, as well as disputes over qualification for Participation Tiers;
- (xiii) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section XI.XI.B.I.A.3;
- (xiv) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and
- (xv) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Settling Distributors, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible,

and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Settling Distributor on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Settling Distributors, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and one or more Settling Distributors whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between a Settling Distributor and Settling States/Participating Subdivisions shall be split fifty percent (50%) by the Settling Distributor and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved

parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of the Settling Distributors such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Settling Distributors reserve all of their rights in connection with a CID or investigative subpoena issued pursuant to such authority.

## VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Settling States, with the cooperation of the Settling Distributors, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. The costs of the written notice to such Subdivisions shall be paid for by the Settling Distributors. The Settling States, with the cooperation of the Settling Distributors, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating

Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal with prejudice of its lawsuit. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Settlement Fund Administrator until the Reference Date.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. Except as provided in Section IV.C, a Later Participating Subdivision shall not receive any share of any Annual Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive seventy-five percent (75%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from the Settling Distributors.

G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Payment, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

### **VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment**

A. *Determination to Proceed With Settlement.*

1. The Settling States shall confer with legal representatives of the Participating Subdivisions listed on Exhibit G and inform the Settling Distributors no later than fifteen (15) calendar days prior to the Reference Date whether there is sufficient participation to proceed with this Agreement. Within seven (7) calendar days of informing the Settling Distributors that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors.

2. If the Settling States inform Settling Distributors that there is sufficient participation, the Settling Distributors will then determine on or before the Reference Date whether there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of the Settling Distributors and may be based on any criteria or factors deemed relevant by the Settling Distributors.

B. *Notice by Settling Distributors.* On or before the Reference Date, the Settling Distributors shall inform the Settling States of their determination pursuant to Section VIII.A. If the Settling Distributors determine to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If the Settling Distributors determine not to proceed, this Agreement will have no further effect, any amounts placed in escrow for Payment Year 1, including funds referenced in Section IV.C.1, Section IX, Section X, and Exhibit M, shall be returned to the Settling Distributors, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

C. *Determination of the Participation Tier.*

1. On the Reference Date, *provided* that Settling Distributors determine to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.

2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 3, pursuant to the criteria set forth in Exhibit H.

3. After Payment Year 6, the Participation Tier cannot move higher, unless this restriction is waived by the Settling Distributors.

4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to such Bar, then on the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on



the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit G, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.

6. The redetermination of the Participation Tier under Section VIII.C.2 shall not affect payments already made or suspensions, offsets, or reductions already applied.

## **IX. Additional Restitution**

A. *Additional Restitution Amount.* Pursuant to the schedule set forth in Exhibit M and subject to the reduction specified in Section IX.B, the Settling Distributors shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth on Exhibit M, on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling States appear on Exhibit N, the amounts owed by Settling Distributors pursuant to this Section IX shall be reduced by the allocations set forth on Exhibit N for any such Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by Section V.B.2, and shall be governed by the same requirements as specified in Section V.F.

## **X. Plaintiffs' Attorneys' Fees and Costs**

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

## **XI. Release**

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasers' Released Claims. Each Settling State (for itself and its Releasers) and Participating Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in

any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:
  - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;
  - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
  - c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
  - d. the 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 Releaser 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 Releaser 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.<sup>10</sup> 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

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<sup>10</sup> 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.<sup>11</sup>

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.

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<sup>11</sup> The estimates for counties and parishes were accessed at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html>. The estimates for cities and towns can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html>.

C. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Settling Distributors do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

E. *Most-Favored-Nation Provision.*—Settling States.

1. If, after the Reference Date, any Settling Distributor enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIV.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to that Settling Distributor, overall payment terms at least as favorable as those obtained by such Non-Settling State. “*Overall payment terms*” refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Reference Date, Settling Distributors shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by a Settling Distributor with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in Section XIV.E.1, the Settling State(s) and the Settling Distributor shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or consent judgment is provided to the Enforcement Committee, to the Settling Distributor of its (their) intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State’s (States’) belief that it (they) is entitled to a revision of the Agreement.

b. The Settling Distributor shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Settling Distributor do not reach agreement as to the application of Section XIV.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIV.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State(s) and the Settling Distributor shall be bound by the determination of the National Arbitration Panel.

4. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with any Settling Distributor that is entered into with: (a) a Non-Settling State after a date sixty (60) calendar days prior to the scheduled start date of a trial between any Settling Distributor and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and a Settling Distributor jointly request an adjournment of the scheduled start date of a trial within sixty (60) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Settling Distributor. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between a Settling Distributor and (a) federally-recognized tribe(s) or (b) West Virginia subdivisions or (c) Non-Participating Subdivisions. This Section XIV.E will not apply to any agreement entered into more than eighteen (18) months after the Reference Date.

F. *Tax Cooperation and Reporting.*

1. Upon request by any Settling Distributor, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in Section V.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIV.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, as defined in Section I.P as New York, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.E.3.

4. The Settling States and Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to paragraph 3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor’s portion of the Global Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Settling Distributor’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U, Exhibit V, and Exhibit W. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIV.F other than an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W, the Designated State shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.

5. For the avoidance of doubt, neither the Settling Distributors nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving any Settling Distributor of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that a Settling Distributor cannot comply with this Agreement without violating such a requirement or requirements, the Settling Distributor

shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in Section III.X of the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIV.M.

P. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Ashley Moody,  
Attorney General  
State of Florida  
The Capitol,  
PL-01  
Tallahassee, FL 32399

Josh Stein, Attorney General  
North Carolina Department of Justice  
Attn: Daniel Mosteller  
PO Box 629  
Raleigh, NC 27602  
Dmosteller@ncdoj.gov

For the Plaintiffs' Executive Committee:

Paul F. Farrell  
Farrell Law



P.O. Box 1180  
Huntington, WV 25714-1180

Jayne Conroy  
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112 Madison Avenue, 7<sup>th</sup> Floor  
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28 Bridgeside Blvd.  
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Peter Mougey  
Levin Papantonio Rafferty  
316 South Baylen St.  
Pensacola, FL 32502  
pmougey@levinlaw.com

Paul J. Geller  
Robbins Feller Rudman & Dowd LLP  
120 East Palmetto Park Road  
Boca Raton, FL 33432  
PGeller@rgrdlaw.com

For Settling Distributors:

Copy to AmerisourceBergen Corporation's attorneys at:  
Attn: Michael T. Reynolds  
Cravath, Swaine & Moore  
825 Eighth Avenue  
New York, NY 10019  
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:  
Attn: Jeffrey M. Wintner, Esq.  
Attn: Elaine P. Golin, Esq.  
Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
JMWintner@wlrk.com  
EPGolin@wlrk.com

Attn: JB Kelly, Esq.  
Cozen O'Connor  
1200 19th ST NW  
Washington DC 20036  
jbkelly@cozen.com

Copy to McKesson Corporation's attorneys at:  
Attn: Thomas J. Perrelli  
Jenner & Block LLP  
1099 New York Ave., NW, Suite 900  
Washington, D.C. 20001  
tperrelli@jenner.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIV.P.

R. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

T. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, the Settling Distributors and their respective successors and assigns.

2. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of such Settling Distributor (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by such Settling Distributor) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize such Settling Distributor's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless the Settling Distributor obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of that Settling Distributor's remaining Payment Obligations under this Agreement equal to the percentage of the

Settling Distributor's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of the Settling Distributor's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIV.T shall be enforceable solely by the Enforcement Committee, and any objection under this Section XIV.T not raised within twenty (20) calendar days of the announcement of the relevant transaction is waived. Any dispute under this Section XIV.T shall be a National Dispute as described in Section VI.F.2 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

3. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer (other than sales or transfers to an entity owned directly or indirectly by such Settling Distributor) more than twenty-five percent (25%) of the distribution centers within its Full-Line Wholesale Pharmaceutical Distribution Business (as that term is defined in the Injunctive Relief Terms) where the sale or transfer is announced after the Reference Date, unless the Settling Distributor obtains the acquiror's agreement that it will be bound by the Injunctive Relief Terms.

U. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Settling Distributor to which the modification, amendment, or alteration applies, if the change applies to less than all Settling Distributors, along with the signatures of at least thirty-seven of those then serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

V. *Termination.*

1. Unless otherwise agreed to by each of the Settling Distributors and the Settling State in question, this Agreement and all of its terms (except Section XIV.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIV.V.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. the Settling Distributors and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless each of the Settling Distributors and the Enforcement Committee agrees otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 18, *provided* that all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date. If fewer than all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date, then the Agreement shall terminate as of that date as to any Settling Distributor that has performed its Payment obligations under the Agreement and the Agreement (a) shall terminate as to each of the remaining Settling Distributors that as of that date is not a Bankrupt Settling Distributor at such time as each performs its Payment obligations under the Agreement and (b) shall terminate as to all Parties at such time as all Settling Distributors that are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement. Notwithstanding any other provision in this Section XIV.V.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIV.V.3.

W. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Settling Distributor(s) or against which Settling Distributor(s) are seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

X. *Bankruptcy.* The following provisions shall apply if a Settling Distributor enters Bankruptcy (a Settling Distributor which does so and takes the actions, or is otherwise subjected to the actions, referred to in (i) and/or (ii) herein being referred to as a "*Bankrupt Settling Distributor*") and (i) the Bankrupt Settling Distributor's bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by such Settling Distributor pursuant to 11 U.S.C. § 365:

1. In the event that both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to the Settling Distributors other than the Bankrupt Settling Distributor) that the financial obligations of this Agreement have been terminated and rendered null and void as to such Bankrupt Settling Distributor (except as provided in Section XIV.X.1.a) due to a material breach by such Bankrupt Settling Distributor, whereupon, with respect to all Settling States:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to such Bankrupt Settling Distributor; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to such Bankrupt Settling Distributor and the Settling States shall have the right to assert any and all claims against such Bankrupt Settling Distributor in the Bankruptcy or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than the Bankrupt Settling Distributor itself; and (ii) in the event a Settling State asserts any Released Claim against a Bankrupt Settling Distributor after the rejection and/or termination of this Agreement with respect to such Settling Distributor as described in this Section XIV.X.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments such Settling State has previously received from such Bankrupt Settling Distributor under this Agreement shall be applied to reduce the amount of any

such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that such Settling State is required to disgorge or repay to the Bankrupt Settling Distributor's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against such Bankrupt Settling Distributor subject to all defenses and rights of the Bankrupt Settling Distributor.

**EXHIBIT A**

**Alleged Harms**

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

## **EXHIBIT B**

### **Enforcement Committee Organizational Bylaws**

#### **ARTICLE I**

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “*Committee*”) to exist and operate during the term of the Agreement with the Settling Distributors and shall control the regulation and management of the Committee’s affairs.

#### **ARTICLE II**

##### **Purpose**

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and the Settling Distributors dated July 21, 2021.

#### **ARTICLE III**

##### **Members of the Committee**

**(1) Number of Members**

The Committee will consist of seventeen (17) members (the “*Members*”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

**(2) Initial Members**

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members, three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

**(3) Term of Members**

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, eighteen (18) years, unless and until a Member withdraws or resigns from the Committee.



**(4) Resignation**

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

**(5) Removal**

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision or otherwise does not support the Agreement, the Member shall be removed immediately without notice or vote of the Committee.

**(6) Vacancies**

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

**(7) Compensation**

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

**ARTICLE IV**

**Conflicts of Interest and Code of Ethics**

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

**ARTICLE V**

**Committee Meetings**

**(1) Place of Meetings**

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

**(2) Regular Meetings**

Regular meetings of the Committee shall be held as deemed necessary by the by the Chairperson or any three members.

**(3) Notice of Meetings**

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

**(4) Quorum**

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

**(5) Voting and Proxy**

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

**(6) Minutes**

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

**ARTICLE VI**  
**Officers**

**(1) Roster of Officers**

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

**(2) Election and Removal of Officers**

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

**(3) Vacancies**

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

**(4) Chairperson**

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be

provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

**(5) Vice Chairperson**

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

**(6) Secretary**

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

**(7) Records**

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of their term of office or completion of a project.

**(8) Resignation**

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

**ARTICLE VII**

**Duties**

**(1) Prior to the Reference Date**

The Committee shall be responsible for any additional negotiations with the Settling Distributors, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

**(2) After the Enforcement Date**

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Settling Distributors, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Settling Distributors, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

**ARTICLE VIII**  
**Rules of Procedure**

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

**ARTICLE IX**  
**Operations**

**(1) Records**

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

**(2) Inspection of Books and Records**

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

**(3) Amendments**

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

**EXHIBIT C****Litigating Subdivisions List<sup>12</sup>**

1. Abbeville (AL), City of, Alabama
2. Albertville (AL), City of, Alabama
3. Alexander City (AL), City of, Alabama
4. Anniston (AL), City of, Alabama
5. Arab (AL), City of, Alabama
6. Argo (AL), City of, Alabama
7. Ashland (AL), City of, Alabama
8. Ashville (AL), City of, Alabama
9. Athens (AL), City of, Alabama
10. Attalla (AL), City of, Alabama
11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama
12. Auburn (AL), City of, Alabama
13. Autauga (AL), County of, Alabama
14. Baldwin (AL), County of, Alabama
15. Barbour (AL), County of, Alabama
16. Berry (AL), Town of, Alabama
17. Bibb (AL), County of, Alabama
18. Birmingham (AL), City of, Alabama
19. Blount (AL), County of, Alabama
20. Boaz (AL), City of, Alabama
21. Brent (AL), City of, Alabama
22. Bridgeport (AL), City of, Alabama
23. Brookwood (AL), Town of, Alabama
24. Brundidge (AL), City of, Alabama
25. Bullock (AL), County of, Alabama
26. Butler (AL), County of, Alabama
27. Butler (AL), Town of, Alabama
28. Calera (AL), City of, Alabama
29. Calhoun (AL), County of, Alabama
30. Camp Hill (AL), Town of, Alabama
31. Carbon Hill (AL), City of, Alabama
32. Cedar Bluff (AL), Town of, Alabama
33. Center Point (AL), City of, Alabama
34. Centre (AL), City of, Alabama
35. Centreville (AL), City of, Alabama
36. Chambers (AL), County of, Alabama
37. Cherokee (AL), County of, Alabama
38. Cherokee (AL), Town of, Alabama
39. Chickasaw (AL), City of, Alabama
40. Chilton (AL), County of, Alabama
41. Choctaw (AL), County of, Alabama
42. Clanton (AL), City of, Alabama
43. Clarke (AL), County of, Alabama
44. Clay (AL), County of, Alabama
45. Cleburne (AL), County of, Alabama
46. Cleveland (AL), Town of, Alabama
47. Coffee (AL), County of, Alabama
48. Colbert (AL), County of, Alabama
49. Conecuh (AL), County of, Alabama
50. Coosa (AL), County of, Alabama
51. Cordova (AL), City of, Alabama
52. Covington (AL), County of, Alabama
53. Crenshaw (AL), County of, Alabama
54. Cullman (AL), City of, Alabama
55. Cullman (AL), County of, Alabama
56. Cullman Regional Medical Center, Inc. (AL), Alabama
57. Dadeville (AL), City of, Alabama
58. Dale (AL), County of, Alabama
59. Daleville (AL), City of, Alabama
60. Dallas (AL), County of, Alabama
61. Daphne (AL), City of, Alabama
62. Dauphin Island (AL), Town of, Alabama
63. Decatur (AL), City of, Alabama
64. DeKalb (AL), County of, Alabama
65. Demopolis (AL), City of, Alabama
66. Dora (AL), City of, Alabama
67. Dothan (AL), City of, Alabama
68. Double Springs (AL), Town of, Alabama
69. Douglas (AL), Town of, Alabama
70. Enterprise (AL), City of, Alabama
71. Escambia (AL), County of, Alabama
72. Etowah (AL), County of, Alabama
73. Etowah (AL), County of (Sheriff), Alabama
74. Eufaula (AL), City of, Alabama
75. Evergreen (AL), City of, Alabama
76. Fairfield (AL), City of, Alabama

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<sup>12</sup> 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. Fultdale (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  
470. Gould (AR), City of, Arkansas  
471. Grady (AR), City of, Arkansas  
472. Grannis (AR), City of, Arkansas  
473. Grant (AR), County of, Arkansas  
474. Gravette (AR), City of, Arkansas  
475. Green Forest (AR), City of, Arkansas  
476. Greenbrier (AR), City of, Arkansas  
477. Greene (AR), County of, Arkansas  
478. Greenland (AR), City of, Arkansas  
479. Greenway (AR), City of, Arkansas  
480. Greenwood (AR), City of, Arkansas  
481. Greers Ferry (AR), City of, Arkansas  
482. Griffithville (AR), City of, Arkansas  
483. Grubbs (AR), City of, Arkansas  
484. Guion (AR), City of, Arkansas  
485. Gum Springs (AR), City of, Arkansas  
486. Gurdon (AR), City of, Arkansas  
487. Guy (AR), City of, Arkansas  
488. Hackett (AR), City of, Arkansas  
489. Hamburg (AR), City of, Arkansas  
490. Hampton (AR), City of, Arkansas  
491. Hardy (AR), City of, Arkansas  
492. Harrell (AR), City of, Arkansas  
493. Harrisburg (AR), City of, Arkansas  
494. Harrison (AR), City of, Arkansas  
495. Hartford (AR), City of, Arkansas  
496. Hartman (AR), City of, Arkansas  
497. Haskell (AR), City of, Arkansas  
498. Hatfield (AR), City of, Arkansas  
499. Havana (AR), City of, Arkansas  
500. Haynes (AR), City of, Arkansas  
501. Hazen (AR), City of, Arkansas  
502. Heber Springs (AR), City of, Arkansas  
503. Hector (AR), City of, Arkansas  
504. Helena - West Helena (AR), City of, Arkansas  
505. Hempstead (AR), County of, Arkansas  
506. Hermitage (AR), City of, Arkansas  
507. Hickory Ridge (AR), City of, Arkansas  
508. Higden (AR), City of, Arkansas  
509. Higginson (AR), City of, Arkansas  
510. Highfill (AR), City of, Arkansas  
511. Highland (AR), City of, Arkansas  
512. Hindsville (AR), City of, Arkansas  
513. Holland (AR), City of, Arkansas  
514. Holly Grove (AR), City of, Arkansas  
515. Hope (AR), City of, Arkansas  
516. Horatio (AR), City of, Arkansas  
517. Horseshoe Bend (AR), City of, Arkansas  
518. Horseshoe Lake (AR), City of, Arkansas  
519. Hot Spring (AR), County of, Arkansas  
520. Hot Springs (AR), City of, Arkansas  
521. Houston (AR), City of, Arkansas  
522. Howard (AR), County of, Arkansas  
523. Hoxie (AR), City of, Arkansas  
524. Hughes (AR), City of, Arkansas  
525. Humnoke (AR), City of, Arkansas  
526. Humphrey (AR), City of, Arkansas  
527. Hunter (AR), City of, Arkansas  
528. Huntington (AR), City of, Arkansas  
529. Huntsville (AR), City of, Arkansas  
530. Huttig (AR), City of, Arkansas  
531. Imboden (AR), City of, Arkansas  
532. Independence (AR), County of, Arkansas  
533. Izard (AR), County of, Arkansas  
534. Jackson (AR), County of, Arkansas  
535. Jacksonport (AR), City of, Arkansas  
536. Jacksonville (AR), City of, Arkansas  
537. Jasper (AR), City of, Arkansas  
538. Jefferson (AR), County of, Arkansas  
539. Jennette (AR), City of, Arkansas  
540. Jericho (AR), City of, Arkansas  
541. Jerome (AR), City of, Arkansas  
542. Johnson (AR), City of, Arkansas  
543. Johnson (AR), County of, Arkansas  
544. Joiner (AR), City of, Arkansas  
545. Jonesboro (AR), City of, Arkansas  
546. Judsonia (AR), City of, Arkansas  
547. Junction City (AR), City of, Arkansas  
548. Keiser (AR), City of, Arkansas  
549. Kensett (AR), City of, Arkansas  
550. Kibler (AR), City of, Arkansas  
551. Kingsland (AR), City of, Arkansas  
552. Knobel (AR), City of, Arkansas  
553. Knoxville (AR), City of, Arkansas  
554. La Grange (AR), City of, Arkansas  
555. Lafayette (AR), County of, Arkansas  
556. Lafe (AR), City of, Arkansas  
557. Lake City (AR), City of, Arkansas  
558. Lake View (AR), City of, Arkansas  
559. Lake Village (AR), City of, Arkansas  
560. Lakeview (AR), City of, Arkansas  
561. Lamar (AR), City of, Arkansas  
562. Lavaca (AR), City of, Arkansas  
563. Leachville (AR), City of, Arkansas  
564. Lead Hill (AR), City of, Arkansas  
565. Lee (AR), County of, Arkansas  
566. Leola (AR), City of, Arkansas  
567. Lepanto (AR), City of, Arkansas  
568. Leslie (AR), City of, Arkansas  
569. Lewisville (AR), City of, Arkansas  
570. Lincoln (AR), City of, Arkansas  
571. Lincoln (AR), County of, Arkansas  
572. Little Flock (AR), City of, Arkansas  
573. Little River (AR), County of, Arkansas

574. Little Rock (AR), City of, Arkansas  
575. Lockesburg (AR), City of, Arkansas  
576. Logan (AR), County of, Arkansas  
577. London (AR), City of, Arkansas  
578. Lonoke (AR), City of, Arkansas  
579. Lonoke (AR), County of, Arkansas  
580. Louann (AR), City of, Arkansas  
581. Luxora (AR), City of, Arkansas  
582. Lynn (AR), City of, Arkansas  
583. Madison (AR), City of, Arkansas  
584. Madison (AR), County of, Arkansas  
585. Magazine (AR), City of, Arkansas  
586. Magness (AR), City of, Arkansas  
587. Magnolia (AR), City of, Arkansas  
588. Malvern (AR), City of, Arkansas  
589. Mammoth Spring (AR), City of, Arkansas  
590. Manila (AR), City of, Arkansas  
591. Mansfield (AR), City of, Arkansas  
592. Marianna (AR), City of, Arkansas  
593. Marie (AR), City of, Arkansas  
594. Marion (AR), City of, Arkansas  
595. Marion (AR), County of, Arkansas  
596. Marked Tree (AR), City of, Arkansas  
597. Marmaduke (AR), City of, Arkansas  
598. Marvell (AR), City of, Arkansas  
599. Maumelle (AR), City of, Arkansas  
600. Mayflower (AR), City of, Arkansas  
601. Maynard (AR), City of, Arkansas  
602. McCaskill (AR), City of, Arkansas  
603. McCrae (AR), City of, Arkansas  
604. McCrory (AR), City of, Arkansas  
605. McDougal (AR), City of, Arkansas  
606. McGehee (AR), City of, Arkansas  
607. McNab (AR), City of, Arkansas  
608. Melbourne (AR), City of, Arkansas  
609. Mena (AR), City of, Arkansas  
610. Menifee (AR), City of, Arkansas  
611. Midland (AR), City of, Arkansas  
612. Miller (AR), County of, Arkansas  
613. Mineral Springs (AR), City of, Arkansas  
614. Minturn (AR), City of, Arkansas  
615. Mississippi (AR), County of, Arkansas  
616. Mitchellville (AR), City of, Arkansas  
617. Monette (AR), City of, Arkansas  
618. Monroe (AR), County of, Arkansas  
619. Montgomery (AR), County of, Arkansas  
620. Monticello (AR), City of, Arkansas  
621. Montrose (AR), City of, Arkansas  
622. Moorefield (AR), City of, Arkansas  
623. Moro (AR), City of, Arkansas  
624. Morrilton (AR), City of, Arkansas  
625. Morrison Bluff (AR), City of, Arkansas  
626. Mount Ida (AR), City of, Arkansas  
627. Mount Pleasant (AR), City of, Arkansas  
628. Mount Vernon (AR), City of, Arkansas  
629. Mountain Home (AR), City of, Arkansas  
630. Mountain Pine (AR), City of, Arkansas  
631. Mountainburg (AR), City of, Arkansas  
632. Mulberry (AR), City of, Arkansas  
633. Murfreesboro (AR), City of, Arkansas  
634. Nashville (AR), City of, Arkansas  
635. Nevada (AR), County of, Arkansas  
636. Newark (AR), City of, Arkansas  
637. Newport (AR), City of, Arkansas  
638. Newton (AR), County of, Arkansas  
639. Norfolk (AR), City of, Arkansas  
640. Norman (AR), City of, Arkansas  
641. Norphlet (AR), City of, Arkansas  
642. North Little Rock (AR), City of, Arkansas  
643. Oak Grove (AR), City of, Arkansas  
644. Oak Grove Heights (AR), City of, Arkansas  
645. Oakhaven (AR), City of, Arkansas  
646. Oden (AR), City of, Arkansas  
647. Ogden (AR), City of, Arkansas  
648. Oil Trough (AR), City of, Arkansas  
649. O'Kean (AR), City of, Arkansas  
650. Okolona (AR), City of, Arkansas  
651. Ola (AR), City of, Arkansas  
652. Omaha (AR), City of, Arkansas  
653. Oppelo (AR), City of, Arkansas  
654. Osceola (AR), City of, Arkansas  
655. Ouachita (AR), County of, Arkansas  
656. Oxford (AR), City of, Arkansas  
657. Ozan (AR), City of, Arkansas  
658. Ozark (AR), City of, Arkansas  
659. Palestine (AR), City of, Arkansas  
660. Pangburn (AR), City of, Arkansas  
661. Paragould (AR), City of, Arkansas  
662. Paris (AR), City of, Arkansas  
663. Parkdale (AR), City of, Arkansas  
664. Parkin (AR), City of, Arkansas  
665. Patmos (AR), City of, Arkansas  
666. Patterson (AR), City of, Arkansas  
667. Pea Ridge (AR), City of, Arkansas  
668. Peach Orchard (AR), City of, Arkansas  
669. Perla (AR), City of, Arkansas  
670. Perry (AR), City of, Arkansas  
671. Perry (AR), County of, Arkansas  
672. Perrytown (AR), City of, Arkansas  
673. Perryville (AR), City of, Arkansas  
674. Phillips (AR), County of, Arkansas  
675. Piggott (AR), City of, Arkansas  
676. Pike (AR), County of, Arkansas  
677. Pindall (AR), City of, Arkansas  
678. Pine Bluff (AR), City of, Arkansas

679. Pineville (AR), City of, Arkansas  
680. Plainview (AR), City of, Arkansas  
681. Pleasant Plains (AR), City of, Arkansas  
682. Plumerville (AR), City of, Arkansas  
683. Pocahontas (AR), City of, Arkansas  
684. Poinsett (AR), County of, Arkansas  
685. Polk (AR), County of, Arkansas  
686. Pollard (AR), City of, Arkansas  
687. Pope (AR), County of, Arkansas  
688. Portia (AR), City of, Arkansas  
689. Portland (AR), City of, Arkansas  
690. Pottsville (AR), City of, Arkansas  
691. Powhatan (AR), City of, Arkansas  
692. Poyen (AR), City of, Arkansas  
693. Prairie (AR), County of, Arkansas  
694. Prairie Grove (AR), City of, Arkansas  
695. Prattsville (AR), City of, Arkansas  
696. Prescott (AR), City of, Arkansas  
697. Pulaski (AR), County of, Arkansas  
698. Pyatt (AR), City of, Arkansas  
699. Quitman (AR), City of, Arkansas  
700. Randolph (AR), County of, Arkansas  
701. Ratcliff (AR), City of, Arkansas  
702. Ravenden (AR), City of, Arkansas  
703. Ravenden Springs (AR), City of, Arkansas  
704. Rector (AR), City of, Arkansas  
705. Redfield (AR), City of, Arkansas  
706. Reed (AR), City of, Arkansas  
707. Reyno (AR), City of, Arkansas  
708. Rison (AR), City of, Arkansas  
709. Rockport (AR), City of, Arkansas  
710. Roe (AR), City of, Arkansas  
711. Rogers (AR), City of, Arkansas  
712. Rondo (AR), City of, Arkansas  
713. Rose Bud (AR), City of, Arkansas  
714. Rosston (AR), City of, Arkansas  
715. Rudy (AR), City of, Arkansas  
716. Russell (AR), City of, Arkansas  
717. Russellville (AR), City of, Arkansas  
718. Salem (AR), City of, Arkansas  
719. Salesville (AR), City of, Arkansas  
720. Saline (AR), County of, Arkansas  
721. Scott (AR), County of, Arkansas  
722. Scranton (AR), City of, Arkansas  
723. Searcy (AR), City of, Arkansas  
724. Searcy (AR), County of, Arkansas  
725. Sebastian (AR), County of, Arkansas  
726. Sedgwick (AR), City of, Arkansas  
727. Sevier (AR), County of, Arkansas  
728. Shannon Hills (AR), City of, Arkansas  
729. Sharp (AR), County of, Arkansas  
730. Sheridan (AR), City of, Arkansas  
731. Sherrill (AR), City of, Arkansas  
732. Sherwood (AR), City of, Arkansas  
733. Shirley (AR), City of, Arkansas  
734. Sidney (AR), City of, Arkansas  
735. Siloam Springs (AR), City of, Arkansas  
736. Smackover (AR), City of, Arkansas  
737. Smithville (AR), City of, Arkansas  
738. South Lead Hill (AR), City of, Arkansas  
739. Sparkman (AR), City of, Arkansas  
740. Springdale (AR), City of, Arkansas  
741. Springtown (AR), City of, Arkansas  
742. St. Charles (AR), City of, Arkansas  
743. St. Francis (AR), City of, Arkansas  
744. St. Francis (AR), County of, Arkansas  
745. St. Joe (AR), City of, Arkansas  
746. St. Paul (AR), City of, Arkansas  
747. Stamps (AR), City of, Arkansas  
748. Star City (AR), City of, Arkansas  
749. Stephens (AR), City of, Arkansas  
750. Stone (AR), County of, Arkansas  
751. Strawberry (AR), City of, Arkansas  
752. Strong (AR), City of, Arkansas  
753. Stuttgart (AR), City of, Arkansas  
754. Subiaco (AR), City of, Arkansas  
755. Success (AR), City of, Arkansas  
756. Sulphur Rock (AR), City of, Arkansas  
757. Sulphur Springs (AR), City of, Arkansas  
758. Summit (AR), City of, Arkansas  
759. Sunset (AR), City of, Arkansas  
760. Swifton (AR), City of, Arkansas  
761. Taylor (AR), City of, Arkansas  
762. Texarkana (AR), City of, Arkansas  
763. Thornton (AR), City of, Arkansas  
764. Tillar (AR), City of, Arkansas  
765. Tinsman (AR), City of, Arkansas  
766. Tollette (AR), City of, Arkansas  
767. Tontitown (AR), City of, Arkansas  
768. Traskwood (AR), City of, Arkansas  
769. Trumann (AR), City of, Arkansas  
770. Tuckerman (AR), City of, Arkansas  
771. Tull (AR), City of, Arkansas  
772. Tupelo (AR), City of, Arkansas  
773. Turrell (AR), City of, Arkansas  
774. Twin Groves (AR), City of, Arkansas  
775. Tyronza (AR), City of, Arkansas  
776. Ulm (AR), City of, Arkansas  
777. Union (AR), County of, Arkansas  
778. Valley Springs (AR), City of, Arkansas  
779. Van Buren (AR), City of, Arkansas  
780. Van Buren (AR), County of, Arkansas  
781. Vandervoort (AR), City of, Arkansas  
782. Victoria (AR), City of, Arkansas  
783. Vilonia (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. Masee, 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. Merrionette 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. Elkhardt (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. Bourdon (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. Saddlebrook (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. Sante Fe (NM), City of, New Mexico  
 2602. Sierra (NM), County of (Board of Commissioners), New Mexico  
 2603. Sorocco (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 of, 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. Celine (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**

<b><u>Participation Tier</u></b>	<b><u>Per Capita Amount<sup>13</sup></u></b>	<b><u>Suspension Percentage</u></b>	<b><u>Offset Cap</u></b>	<b><u>Suspension Deadline and Ending Point</u></b>
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.

<sup>13</sup> 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*”).<sup>14</sup>

**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.

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<sup>14</sup> 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:<sup>15</sup>

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.

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<sup>15</sup> 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 (“*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 (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT F****List of States and Overall Allocation Percentages**

<b>Alabama</b>	1.6419290312%
<b>Alaska</b>	0.2584550539%
<b>American Samoa</b>	0.0174042885%
<b>Arizona</b>	2.3755949882%
<b>Arkansas</b>	0.9663486633%
<b>California</b>	9.9213830698%
<b>Colorado</b>	1.6616291219%
<b>Connecticut</b>	1.3343523420%
<b>Delaware</b>	0.4900019063%
<b>District of Columbia</b>	0.2048876457%
<b>Florida</b>	7.0259134409%
<b>Georgia</b>	2.7882080114%
<b>Guam</b>	0.0509264160%
<b>Hawaii</b>	0.3418358185%
<b>Idaho</b>	0.5254331620%
<b>Illinois</b>	3.3263363702%
<b>Indiana</b>	2.2168933059%
<b>Iowa</b>	0.7579283477%
<b>Kansas</b>	0.8042000625%
<b>Kentucky</b>	2.0929730531%
<b>Louisiana</b>	1.5154431983%
<b>Maine</b>	0.5613880586%
<b>Maryland</b>	2.1106090494%
<b>Massachusetts</b>	2.3035761083%
<b>Michigan</b>	3.4020234989%
<b>Minnesota</b>	1.2972597706%
<b>Mississippi</b>	0.8898883053%
<b>Missouri</b>	2.0056475170%
<b>Montana</b>	0.3421667920%
<b>N. Mariana Islands</b>	0.0185877315%
<b>Nebraska</b>	0.4291907949%
<b>Nevada</b>	1.2486754235%
<b>New Hampshire</b>	0.6258752503%
<b>New Jersey</b>	2.7551354545%
<b>New Mexico</b>	0.8557238713%
<b>New York</b>	5.3903813405%



<b>North Carolina</b>	3.2502525994%
<b>North Dakota</b>	0.1858703224%
<b>Ohio</b>	4.3567051408%
<b>Oklahoma</b>	1.5831626090%
<b>Oregon</b>	1.4236951885%
<b>Pennsylvania</b>	4.5882419559%
<b>Puerto Rico</b>	0.7263201134%
<b>Rhode Island</b>	0.4895626814%
<b>South Carolina</b>	1.5834654145%
<b>South Dakota</b>	0.2169945907%
<b>Tennessee</b>	2.6881474977%
<b>Texas</b>	6.2932157196%
<b>Utah</b>	1.1889437113%
<b>Vermont</b>	0.2844241374%
<b>Virgin Islands</b>	0.0340410553%
<b>Virginia</b>	2.2801150757%
<b>Washington</b>	2.3189040182%
<b>Wisconsin</b>	1.7582560561%
<b>Wyoming</b>	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.

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**Subdivisions with Consolidated Allocations - Qualified Subdivisions Only**

<b>State ID</b>	<b>Qualifying Subdivision</b>	<b>Consolidated State Allocation</b>
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%
AL44	Clanton City, Alabama	0.2095674884%
AL45	Clarke County, Alabama	0.2981268690%

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

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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%
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%

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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%
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%

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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%
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%

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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%
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%



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%

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%
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%
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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Item 15.

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	Antoine Town, Arkansas	0.0010576270%
AR13	Arkadelphia City, Arkansas	0.2710593166%
AR14	Arkansas City, Arkansas	0.0026365550%
AR15	Arkansas County, Arkansas	0.2296669059%
AR16	Ash Flat City, Arkansas	0.0560964456%
AR17	Ashdown City, Arkansas	0.0210645360%
AR18	Ashley County, Arkansas	0.3024558569%
AR19	Atkins City, Arkansas	0.0507540769%
AR20	Aubrey Town, Arkansas	0.0021166850%
AR21	Augusta City, Arkansas	0.0134645321%
AR22	Austin City, Arkansas	0.0201747613%
AR23	Avoca Town, Arkansas	0.0030227727%
AR24	Bald Knob City, Arkansas	0.1048227005%
AR25	Banks Town, Arkansas	0.0006822846%
AR26	Barling City, Arkansas	0.1588678563%
AR27	Bassett Town, Arkansas	0.0011499243%
AR28	Batesville City, Arkansas	0.1318965785%
AR29	Bauxite Town, Arkansas	0.0049816222%
AR30	Baxter County, Arkansas	0.8761971230%
AR31	Bay City, Arkansas	0.0250493472%
AR32	Bearden City, Arkansas	0.0161101022%
AR33	Beaver Town, Arkansas	0.0051365958%
AR34	Beebe City, Arkansas	0.2412092213%
AR35	Beedeville Town, Arkansas	0.0018030172%
AR36	Bella Vista City, Arkansas	0.5136648745%
AR37	Bellefonte Town, Arkansas	0.0008435545%
AR38	Belleville City, Arkansas	0.0050880860%
AR39	Ben Lomond Town, Arkansas	0.0012499489%
AR40	Benton City, Arkansas	1.3762616667%
AR41	Benton County, Arkansas	2.1391978253%
AR42	Bentonville City, Arkansas	1.3212148347%
AR43	Bergman Town, Arkansas	0.0080191338%
AR44	Berryville City, Arkansas	0.1767673815%
AR45	Bethel Heights City, Arkansas	0.0550911920%
AR46	Big Flat Town, Arkansas	0.0005552148%
AR47	Bigelow Town, Arkansas	0.0028351731%
AR48	Biggers Town, Arkansas	0.0002571446%
AR49	Birdsong Town, Arkansas	0.0001210597%

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AR50	Black Oak Town, Arkansas	0.0003079439%
AR51	Black Rock City, Arkansas	0.0020552966%
AR52	Black Springs Town, Arkansas	0.0007714338%
AR53	Blevins City, Arkansas	0.0042289340%
AR54	Blue Eye Town, Arkansas	0.0007084713%
AR55	Blue Mountain Town, Arkansas	0.0023457827%
AR56	Bluff City Town, Arkansas	0.0001956131%
AR57	Blytheville City, Arkansas	0.3444881956%
AR58	Bodcaw Town, Arkansas	0.0004892473%
AR59	Bonanza City, Arkansas	0.0271534397%
AR60	Bono City, Arkansas	0.0166311169%
AR61	Boone County, Arkansas	0.6844345049%
AR62	Booneville City, Arkansas	0.2395670446%
AR63	Bradford City, Arkansas	0.0196136795%
AR64	Bradley City, Arkansas	0.0127167093%
AR65	Bradley County, Arkansas	0.0903557767%
AR66	Branch City, Arkansas	0.0001595527%
AR67	Briarcliff City, Arkansas	0.0001841653%
AR68	Brinkley City, Arkansas	0.0788794288%
AR69	Brookland City, Arkansas	0.0336729211%
AR70	Bryant City, Arkansas	1.0536173112%
AR71	Buckner City, Arkansas	0.0065180504%
AR72	Bull Shoals City, Arkansas	0.0692543217%
AR73	Burdette Town, Arkansas	0.0001210597%
AR74	Cabot City, Arkansas	0.9626014299%
AR75	Caddo Valley Town, Arkansas	0.0447599031%
AR76	Caldwell Town, Arkansas	0.0042239256%
AR77	Cale Town, Arkansas	0.0007827384%
AR78	Calhoun County, Arkansas	0.1397959405%
AR79	Calico Rock City, Arkansas	0.0024459503%
AR80	Calion City, Arkansas	0.0029361993%
AR81	Camden City, Arkansas	0.4098542963%
AR82	Cammack Village City, Arkansas	0.0112054660%
AR83	Campbell Station City, Arkansas	0.0043090681%
AR84	Caraway City, Arkansas	0.0225855098%
AR85	Carlisle City, Arkansas	0.1468534652%
AR86	Carroll County, Arkansas	0.5928260605%
AR87	Carthage City, Arkansas	0.0016610654%
AR88	Casa Town, Arkansas	0.0015121018%
AR89	Cash Town, Arkansas	0.0012319187%
AR90	Caulksville Town, Arkansas	0.0006928738%
AR91	Cave City, Arkansas	0.0850463202%
AR92	Cave Springs City, Arkansas	0.0320796835%
AR93	Cedarville City, Arkansas	0.0178802072%
AR94	Centerton City, Arkansas	0.1131077079%
AR95	Central City Town, Arkansas	0.0174268772%
AR96	Charleston City, Arkansas	0.0410054775%
AR97	Cherokee Village City, Arkansas	0.2125413902%
AR98	Cherry Valley City, Arkansas	0.0081466329%

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AR99	Chester Town, Arkansas	0.0004361585%
AR100	Chicot County, Arkansas	0.2832352637%
AR101	Chidester City, Arkansas	0.0007419559%
AR102	Clarendon City, Arkansas	0.0270484068%
AR103	Clark County, Arkansas	0.3342708117%
AR104	Clarksville City, Arkansas	0.2458837581%
AR105	Clay County, Arkansas	0.0488217003%
AR106	Cleburne County, Arkansas	0.3503158049%
AR107	Cleveland County, Arkansas	0.1143679597%
AR108	Clinton City, Arkansas	0.0824034689%
AR109	Coal Hill City, Arkansas	0.1328713526%
AR110	Colt City, Arkansas	0.0085205444%
AR111	Columbia County, Arkansas	0.0678054686%
AR112	Concord Town, Arkansas	0.0150785188%
AR113	Conway City, Arkansas	2.0922743015%
AR114	Conway County, Arkansas	0.5138971203%
AR115	Corning City, Arkansas	0.0191809554%
AR116	Cotter City, Arkansas	0.0233925747%
AR117	Cotton Plant City, Arkansas	0.0024986099%
AR118	Cove Town, Arkansas	0.0001777260%
AR119	Coy Town, Arkansas	0.0078196572%
AR120	Craighead County, Arkansas	0.9265189050%
AR121	Crawford County, Arkansas	0.9565887967%
AR122	Crawfordsville Town, Arkansas	0.0037229444%
AR123	Crittenden County, Arkansas	0.4875667723%
AR124	Cross County, Arkansas	0.3114968436%
AR125	Crossett City, Arkansas	0.2482926464%
AR126	Cushman City, Arkansas	0.0031235127%
AR127	Daisy Town, Arkansas	0.0019036142%
AR128	Dallas County, Arkansas	0.1170103816%
AR129	Damascus Town, Arkansas	0.0328833141%
AR130	Danville City, Arkansas	0.0554598088%
AR131	Dardanelle City, Arkansas	0.1270318663%
AR132	Datto Town, Arkansas	0.0002041989%
AR133	De Queen City, Arkansas	0.1825177187%
AR134	Decatur City, Arkansas	0.0461206088%
AR135	Delaplaine Town, Arkansas	0.0012409338%
AR136	Delight City, Arkansas	0.0019036142%
AR137	Dell Town, Arkansas	0.0049627334%
AR138	Denning Town, Arkansas	0.0066893371%
AR139	Dermott City, Arkansas	0.0098811069%
AR140	Des Arc City, Arkansas	0.0461902968%
AR141	Desha County, Arkansas	0.1880442527%
AR142	Dewitt City, Arkansas	0.0561472449%
AR143	Diamond City, Arkansas	0.0067481498%
AR144	Diaz City, Arkansas	0.0144799456%
AR145	Dierks City, Arkansas	0.0109843817%
AR146	Donaldson Town, Arkansas	0.0097288521%
AR147	Dover City, Arkansas	0.0357561215%

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AR148	Drew County, Arkansas	0.4312385101%
AR149	Dumas City, Arkansas	0.0345209116%
AR150	Dyer City, Arkansas	0.0039248537%
AR151	Dyess Town, Arkansas	0.0004842389%
AR152	Earle City, Arkansas	0.0169920066%
AR153	East Camden Town, Arkansas	0.0077825952%
AR154	Edmondson Town, Arkansas	0.0080664988%
AR155	Egypt Town, Arkansas	0.0007186312%
AR156	El Dorado City, Arkansas	0.7549722601%
AR157	Elaine City, Arkansas	0.0061272536%
AR158	Elkins City, Arkansas	0.0584820092%
AR159	Elm Springs City, Arkansas	0.0169270407%
AR160	Emerson Town, Arkansas	0.0007712907%
AR161	Emmet City, Arkansas	0.0006732695%
AR162	England City, Arkansas	0.1277733929%
AR163	Enola Town, Arkansas	0.0166283981%
AR164	Etowah Town, Arkansas	0.0016945500%
AR165	Eudora City, Arkansas	0.0090127967%
AR166	Eureka Springs City, Arkansas	0.3891361972%
AR167	Evening Shade City, Arkansas	0.0112877465%
AR168	Everton Town, Arkansas	0.0023825585%
AR169	Fairfield Bay City, Arkansas	0.0994183710%
AR170	Fargo Town, Arkansas	0.0003540210%
AR171	Farmington City, Arkansas	0.0908450240%
AR172	Faulkner County, Arkansas	1.0072116540%
AR173	Fayetteville City, Arkansas	2.1103658624%
AR174	Felsenthal Town, Arkansas	0.0017181610%
AR175	Fifty-Six City, Arkansas	0.0004614866%
AR176	Fisher City, Arkansas	0.0019605666%
AR177	Flippin City, Arkansas	0.0956901320%
AR178	Fordyce City, Arkansas	0.0545063561%
AR179	Foreman City, Arkansas	0.0020583016%
AR180	Forrest City, Arkansas	0.2961090931%
AR181	Fort Smith City, Arkansas	3.8434930088%
AR182	Fouke City, Arkansas	0.0054372418%
AR183	Fountain Hill Town, Arkansas	0.0007150537%
AR184	Fountain Lake Town, Arkansas	0.0028270166%
AR185	Fourche Town, Arkansas	0.0009659021%
AR186	Franklin County, Arkansas	0.5981687154%
AR187	Franklin Town, Arkansas	0.0147063245%
AR188	Fredonia (Biscoe) Town, Arkansas	0.0078030580%
AR189	Friendship Town, Arkansas	0.0051302995%
AR190	Fulton County, Arkansas	0.4958178657%
AR191	Fulton Town, Arkansas	0.0066352466%
AR192	Garfield Town, Arkansas	0.0074476060%
AR193	Garland County, Arkansas	1.7344021372%
AR194	Garland Town, Arkansas	0.0002891982%
AR195	Garner Town, Arkansas	0.0077934705%
AR196	Gassville City, Arkansas	0.0727563250%



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Item 15.

AR197	Gateway Town, Arkansas	0.0062878080%
AR198	Gentry City, Arkansas	0.0904861377%
AR199	Georgetown, Arkansas	0.0040265954%
AR200	Gilbert Town, Arkansas	0.0024831554%
AR201	Gillett City, Arkansas	0.0114616089%
AR202	Gillham Town, Arkansas	0.0013801668%
AR203	Gilmore City, Arkansas	0.0000954454%
AR204	Glenwood City, Arkansas	0.0480021861%
AR205	Goshen Town, Arkansas	0.0031660124%
AR206	Gosnell City, Arkansas	0.0272347186%
AR207	Gould City, Arkansas	0.0171248002%
AR208	Grady City, Arkansas	0.0313103962%
AR209	Grannis City, Arkansas	0.0009242610%
AR210	Grant County, Arkansas	0.2664481715%
AR211	Gravette City, Arkansas	0.0803454535%
AR212	Green Forest City, Arkansas	0.1176088116%
AR213	Greenbrier City, Arkansas	0.0720066419%
AR214	Greene County, Arkansas	0.5298528213%
AR215	Greenland City, Arkansas	0.0237445924%
AR216	Greenway City, Arkansas	0.0004757962%
AR217	Greenwood City, Arkansas	0.2310067194%
AR218	Greers Ferry City, Arkansas	0.0499860774%
AR219	Griffithville Town, Arkansas	0.0045461792%
AR220	Grubbs City, Arkansas	0.0056885194%
AR221	Guion Town, Arkansas	0.0188333737%
AR222	Gum Springs Town, Arkansas	0.0030512489%
AR223	Gurdon City, Arkansas	0.0633258293%
AR224	Guy City, Arkansas	0.0155481618%
AR225	Hackett City, Arkansas	0.0171567108%
AR226	Hamburg City, Arkansas	0.0524650830%
AR227	Hampton City, Arkansas	0.0149258347%
AR228	Hardy City, Arkansas	0.0225704847%
AR229	Harrell Town, Arkansas	0.0015608978%
AR230	Harrisburg City, Arkansas	0.0610374284%
AR231	Harrison City, Arkansas	0.7509041666%
AR232	Hartford City, Arkansas	0.0079703379%
AR233	Hartman City, Arkansas	0.0041808536%
AR234	Haskell City, Arkansas	0.0719017520%
AR235	Hatfield Town, Arkansas	0.0003119506%
AR236	Havana City, Arkansas	0.0028832535%
AR237	Haynes Town, Arkansas	0.0021807923%
AR238	Hazen City, Arkansas	0.0648458015%
AR239	Heber Springs City, Arkansas	0.3767547633%
AR240	Hector Town, Arkansas	0.0046732490%
AR241	Helena-West Helena City, Arkansas	0.1739214762%
AR242	Hempstead County, Arkansas	0.2734659153%
AR243	Hermitage City, Arkansas	0.0121839606%
AR244	Hickory Ridge City, Arkansas	0.0037770349%
AR245	Higden Town, Arkansas	0.0085654767%

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AR246	Higginson Town, Arkansas	0.0151972889%
AR247	Highfill Town, Arkansas	0.0156011076%
AR248	Highland City, Arkansas	0.0298718460%
AR249	Hindsville Town, Arkansas	0.0033816590%
AR250	Holland City, Arkansas	0.0148864831%
AR251	Holly Grove City, Arkansas	0.0044608936%
AR252	Hope City, Arkansas	0.2248866206%
AR253	Horatio City, Arkansas	0.0029417800%
AR254	Horseshoe Bend City, Arkansas	0.1112109623%
AR255	Horseshoe Lake Town, Arkansas	0.0014319677%
AR256	Hot Spring County, Arkansas	0.4782149797%
AR257	Hot Springs City, Arkansas	3.5617977507%
AR258	Houston Town, Arkansas	0.0052922849%
AR259	Howard County, Arkansas	0.1730249760%
AR260	Hoxie City, Arkansas	0.0120318489%
AR261	Hughes City, Arkansas	0.0113608689%
AR262	Humnoke City, Arkansas	0.0148176536%
AR263	Humphrey City, Arkansas	0.0142685920%
AR264	Hunter Town, Arkansas	0.0001735762%
AR265	Huntington City, Arkansas	0.0062142563%
AR266	Huntsville City, Arkansas	0.0854508543%
AR267	Huttig City, Arkansas	0.0090756161%
AR268	Imboden Town, Arkansas	0.0007621325%
AR269	Independence County, Arkansas	1.0893020276%
AR270	Izard County, Arkansas	0.5513048629%
AR271	Jackson County, Arkansas	0.1817241049%
AR272	Jacksonport Town, Arkansas	0.0050680525%
AR273	Jacksonville City, Arkansas	2.6389305280%
AR274	Jasper City, Arkansas	0.0070526594%
AR275	Jefferson County, Arkansas	0.5992841535%
AR276	Jennette Town, Arkansas	0.0012409338%
AR277	Jericho Town, Arkansas	0.0009641849%
AR278	Jerome Town, Arkansas	0.0001957562%
AR279	Johnson City, Arkansas	0.1307711237%
AR280	Johnson County, Arkansas	0.3131687844%
AR281	Joiner City, Arkansas	0.0294738943%
AR282	Jonesboro City, Arkansas	2.1740597362%
AR283	Judsonia City, Arkansas	0.0470208295%
AR284	Junction City, Arkansas	0.0041819983%
AR285	Keiser City, Arkansas	0.0065363668%
AR286	Kensett City, Arkansas	0.0362397881%
AR287	Kibler City, Arkansas	0.0431741065%
AR288	Kingsland City, Arkansas	0.0062036672%
AR289	Knobel City, Arkansas	0.0009218283%
AR290	Knoxville Town, Arkansas	0.0058832739%
AR291	Lafayette County, Arkansas	0.0910619584%
AR292	Lafe Town, Arkansas	0.0028363178%
AR293	Lake City, Arkansas	0.0259733220%
AR294	Lake View City, Arkansas	0.0047133160%

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AR295	Lake Village City, Arkansas	0.0224886334%
AR296	Lakeview City, Arkansas	0.0193402219%
AR297	Lamar City, Arkansas	0.1021685446%
AR298	Lavaca City, Arkansas	0.0302604964%
AR299	Lawrence County, Arkansas	0.4807663922%
AR300	Leachville City, Arkansas	0.0232401768%
AR301	Lead Hill Town, Arkansas	0.0069168607%
AR302	Lee County, Arkansas	0.0997278889%
AR303	Leola Town, Arkansas	0.0013687190%
AR304	Lepanto City, Arkansas	0.0682260295%
AR305	Leslie City, Arkansas	0.0254444370%
AR306	Lewisville City, Arkansas	0.0166148039%
AR307	Lincoln City, Arkansas	0.0464338472%
AR308	Lincoln County, Arkansas	0.1387881111%
AR309	Little Flock City, Arkansas	0.0530723850%
AR310	Little River County, Arkansas	0.3040825791%
AR311	Little Rock City, Arkansas	6.7135694892%
AR312	Lockesburg City, Arkansas	0.0062672021%
AR313	Logan County, Arkansas	0.5058103018%
AR314	London City, Arkansas	0.0142372538%
AR315	Lonoke City, Arkansas	0.2452247983%
AR316	Lonoke County, Arkansas	0.5956462085%
AR317	Louann Town, Arkansas	0.0002119261%
AR318	Luxora City, Arkansas	0.0119226662%
AR319	Lynn Town, Arkansas	0.0001385175%
AR320	Madison City, Arkansas	0.0058260353%
AR321	Madison County, Arkansas	0.3238546666%
AR322	Magazine City, Arkansas	0.0318730520%
AR323	Magness Town, Arkansas	0.0014179443%
AR324	Magnolia City, Arkansas	0.5824169272%
AR325	Malvern City, Arkansas	0.3835695961%
AR326	Mammoth Spring City, Arkansas	0.0072408314%
AR327	Manila City, Arkansas	0.0409124647%
AR328	Mansfield City, Arkansas	0.0007997669%
AR329	Marianna City, Arkansas	0.0846648246%
AR330	Marie Town, Arkansas	0.0009849339%
AR331	Marion City, Arkansas	0.1126915829%
AR332	Marion County, Arkansas	0.3952336867%
AR333	Marked Tree City, Arkansas	0.0992021520%
AR334	Marmaduke City, Arkansas	0.0391761304%
AR335	Marvell City, Arkansas	0.0610375715%
AR336	Maumelle City, Arkansas	0.2572012688%
AR337	Mayflower City, Arkansas	0.0608694329%
AR338	Maynard Town, Arkansas	0.0013140561%
AR339	McCaskill Town, Arkansas	0.0012894435%
AR340	McCrary City, Arkansas	0.0147483949%
AR341	McDougal Town, Arkansas	0.0001189133%
AR342	McGehee City, Arkansas	0.0429993856%
AR343	McNab Town, Arkansas	0.0009151028%

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AR344	Melbourne City, Arkansas	0.0687295865%
AR345	Mena City, Arkansas	0.7716866592%
AR346	Menifee Town, Arkansas	0.0106144770%
AR347	Midland Town, Arkansas	0.0002701664%
AR348	Miller County, Arkansas	0.3769094507%
AR349	Mineral Springs City, Arkansas	0.0133569235%
AR350	Minturn Town, Arkansas	0.0002323889%
AR351	Mississippi County, Arkansas	0.4561503415%
AR352	Mitchellville City, Arkansas	0.0000190318%
AR353	Monette City, Arkansas	0.0230987974%
AR354	Monroe County, Arkansas	0.0751267203%
AR355	Montgomery County, Arkansas	0.2264091685%
AR356	Monticello City, Arkansas	0.0526747196%
AR357	Montrose City, Arkansas	0.0059883068%
AR358	Moorefield Town, Arkansas	0.0009616092%
AR359	Moro Town, Arkansas	0.0019858947%
AR360	Morrilton City, Arkansas	0.2597150469%
AR361	Morrison Bluff Town, Arkansas	0.0001732900%
AR362	Mount Ida City, Arkansas	0.0133550632%
AR363	Mount Pleasant Town, Arkansas	0.0122294653%
AR364	Mount Vernon Town, Arkansas	0.0071675659%
AR365	Mountain Home City, Arkansas	0.8447100025%
AR366	Mountain Pine City, Arkansas	0.0111311989%
AR367	Mountainburg City, Arkansas	0.0505877986%
AR368	Mulberry City, Arkansas	0.0839496278%
AR369	Murfreesboro City, Arkansas	0.0401878235%
AR370	Nashville City, Arkansas	0.1174004630%
AR371	Nevada County, Arkansas	0.1042972498%
AR372	Newark City, Arkansas	0.0743959259%
AR373	Newport City, Arkansas	0.2957024125%
AR374	Newton County, Arkansas	0.2538955941%
AR375	Norman Town, Arkansas	0.0054255078%
AR376	Norphlet City, Arkansas	0.0199309247%
AR377	North Little Rock City, Arkansas	1.6145764729%
AR378	Oak Grove Heights Town, Arkansas	0.0108133813%
AR379	Oak Grove Town, Arkansas	0.0031881924%
AR380	Oakhaven Town, Arkansas	0.0008458440%
AR381	Oden Town, Arkansas	0.0002086349%
AR382	Ogden City, Arkansas	0.0000829960%
AR383	Oil Trough Town, Arkansas	0.0018456600%
AR384	O'Kean Town, Arkansas	0.0001714297%
AR385	Okolona Town, Arkansas	0.0019046158%
AR386	Ola City, Arkansas	0.0262882776%
AR387	Omaha Town, Arkansas	0.0030405167%
AR388	Oppelo City, Arkansas	0.0090335457%
AR389	Osceola City, Arkansas	0.2492878833%
AR390	Ouachita County, Arkansas	0.2913601460%
AR391	Oxford City, Arkansas	0.0264156336%
AR392	Ozan Town, Arkansas	0.0011369025%

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AR393	Ozark City, Arkansas	0.1131238778%
AR394	Palestine City, Arkansas	0.0190803585%
AR395	Pangburn City, Arkansas	0.0157168727%
AR396	Paragould City, Arkansas	1.0056390223%
AR397	Paris City, Arkansas	0.1616167421%
AR398	Parkdale City, Arkansas	0.0007150537%
AR399	Parkin City, Arkansas	0.0145157198%
AR400	Patmos Town, Arkansas	0.0012638292%
AR401	Patterson City, Arkansas	0.0019780244%
AR402	Pea Ridge City, Arkansas	0.1099874863%
AR403	Peach Orchard City, Arkansas	0.0002743162%
AR404	Perla Town, Arkansas	0.0015089537%
AR405	Perry County, Arkansas	0.2411764522%
AR406	Perry Town, Arkansas	0.0054813155%
AR407	Perrytown, Arkansas	0.0014218079%
AR408	Perryville City, Arkansas	0.0413931262%
AR409	Phillips County, Arkansas	0.3318178496%
AR410	Piggott City, Arkansas	0.3895380125%
AR411	Pike County, Arkansas	0.3481536152%
AR412	Pindall Town, Arkansas	0.0030350790%
AR413	Pine Bluff City, Arkansas	0.9840818047%
AR414	Pineville Town, Arkansas	0.0022012551%
AR415	Plainview City, Arkansas	0.0125505741%
AR416	Pleasant Plains Town, Arkansas	0.0024498139%
AR417	Plumerville City, Arkansas	0.0292462276%
AR418	Pocahontas City, Arkansas	0.4671181241%
AR419	Poinsett County, Arkansas	0.4009911787%
AR420	Polk County, Arkansas	0.0691418478%
AR421	Pollard City, Arkansas	0.0004521853%
AR422	Pope County, Arkansas	0.8568421621%
AR423	Portia Town, Arkansas	0.0009455824%
AR424	Portland City, Arkansas	0.0081334680%
AR425	Pottsville City, Arkansas	0.0356473681%
AR426	Powhatan Town, Arkansas	0.0001556891%
AR427	Poyen Town, Arkansas	0.0022812461%
AR428	Prairie County, Arkansas	0.1056546642%
AR429	Prairie Grove City, Arkansas	0.0877670159%
AR430	Prattsville Town, Arkansas	0.0011406231%
AR431	Prescott City, Arkansas	0.0925564594%
AR432	Pulaski County, Arkansas	2.3536109191%
AR433	Pyatt Town, Arkansas	0.0061435666%
AR434	Quitman City, Arkansas	0.0720876345%
AR435	Randolph County, Arkansas	0.0533049170%
AR436	Ratcliff City, Arkansas	0.0038192484%
AR437	Ravenden Springs Town, Arkansas	0.0001143342%
AR438	Ravenden Town, Arkansas	0.0021246984%
AR439	Rector City, Arkansas	0.0056501695%
AR440	Redfield City, Arkansas	0.0199888788%
AR441	Reed Town, Arkansas	0.0009294125%

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AR442	Reyno City, Arkansas	0.0001714297%
AR443	Rison City, Arkansas	0.0266158258%
AR444	Rockport City, Arkansas	0.0466258829%
AR445	Roe Town, Arkansas	0.0006297682%
AR446	Rogers City, Arkansas	1.7409808606%
AR447	Rondo Town, Arkansas	0.0001282146%
AR448	Rose Bud Town, Arkansas	0.0201332633%
AR449	Rosston Town, Arkansas	0.0012719857%
AR450	Rudy Town, Arkansas	0.0043610122%
AR451	Russell Town, Arkansas	0.0072738867%
AR452	Russellville City, Arkansas	0.9171601007%
AR453	Salem City, Arkansas	0.0044962385%
AR454	Salesville City, Arkansas	0.0064404921%
AR455	Saline County, Arkansas	1.0800200662%
AR456	Scott County, Arkansas	0.3380405487%
AR457	Scranton City, Arkansas	0.0072753177%
AR458	Searcy City, Arkansas	0.9880873649%
AR459	Searcy County, Arkansas	0.2584806955%
AR460	Sebastian County, Arkansas	2.1934833834%
AR461	Sedgwick Town, Arkansas	0.0005311746%
AR462	Sevier County, Arkansas	0.2613059949%
AR463	Shannon Hills City, Arkansas	0.0498163648%
AR464	Sharp County, Arkansas	0.2811885530%
AR465	Sheridan City, Arkansas	0.2276671308%
AR466	Sherrill Town, Arkansas	0.0025761682%
AR467	Sherwood City, Arkansas	0.4241829888%
AR468	Shirley Town, Arkansas	0.0009145304%
AR469	Sidney Town, Arkansas	0.0035774152%
AR470	Siloam Springs City, Arkansas	0.7477783644%
AR471	Smackover City, Arkansas	0.0008007686%
AR472	Smithville Town, Arkansas	0.0001624146%
AR473	South Lead Hill Town, Arkansas	0.0018313504%
AR474	Sparkman City, Arkansas	0.0035065824%
AR475	Springdale City, Arkansas	2.0136786333%
AR476	Springtown, Arkansas	0.0002924895%
AR477	St Francis County, Arkansas	0.2044215163%
AR478	Stamps City, Arkansas	0.0180207281%
AR479	Star City, Arkansas	0.0564865270%
AR480	Stephens City, Arkansas	0.0116586529%
AR481	Stone County, Arkansas	0.4282031449%
AR482	Strawberry Town, Arkansas	0.0006928738%
AR483	Strong City, Arkansas	0.0029361993%
AR484	Stuttgart City, Arkansas	0.2203815101%
AR485	Subiaco Town, Arkansas	0.0109146937%
AR486	Success Town, Arkansas	0.0001784415%
AR487	Sulphur Rock Town, Arkansas	0.0032654646%
AR488	Sulphur Springs City, Arkansas	0.0120908047%
AR489	Summit City, Arkansas	0.0074467474%
AR490	Sunset Town, Arkansas	0.0016041130%

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AR491	Swifton City, Arkansas	0.0178930859%
AR492	Taylor City, Arkansas	0.0014103602%
AR493	Texarkana City, Arkansas	0.7683955804%
AR494	Thornton City, Arkansas	0.0022437548%
AR495	Tillar City, Arkansas	0.0003265465%
AR496	Tinsman Town, Arkansas	0.0003150987%
AR497	Tollette Town, Arkansas	0.0032731918%
AR498	Tontitown City, Arkansas	0.0610355681%
AR499	Traskwood City, Arkansas	0.0177678764%
AR500	Trumann City, Arkansas	0.2319945153%
AR501	Tuckerman City, Arkansas	0.0405439909%
AR502	Tull Town, Arkansas	0.0030797252%
AR503	Tupelo Town, Arkansas	0.0005171511%
AR504	Turrell City, Arkansas	0.0090687475%
AR505	Twin Groves Town, Arkansas	0.0156102657%
AR506	Tyronza City, Arkansas	0.0382955139%
AR507	Ulm Town, Arkansas	0.0000897216%
AR508	Union County, Arkansas	0.4520045466%
AR509	Valley Springs Town, Arkansas	0.0032716177%
AR510	Van Buren City, Arkansas	1.7649031789%
AR511	Van Buren County, Arkansas	0.3641848711%
AR512	Vandervoort Town, Arkansas	0.0000659675%
AR513	Victoria Town, Arkansas	0.0005446257%
AR514	Vilonia City, Arkansas	0.1035441323%
AR515	Viola Town, Arkansas	0.0032700437%
AR516	Wabbaseka Town, Arkansas	0.0082530968%
AR517	Waldenburg Town, Arkansas	0.0023526513%
AR518	Waldo City, Arkansas	0.0028426141%
AR519	Waldron City, Arkansas	0.1501465474%
AR520	Walnut Ridge City, Arkansas	0.0315460763%
AR521	Ward City, Arkansas	0.1482609634%
AR522	Warren City, Arkansas	0.1331456688%
AR523	Washington City, Arkansas	0.0014218079%
AR524	Washington County, Arkansas	2.0141562897%
AR525	Watson City, Arkansas	0.0000569524%
AR526	Weiner City, Arkansas	0.0115016760%
AR527	Weldon Town, Arkansas	0.0015514534%
AR528	West Fork City, Arkansas	0.0278779379%
AR529	West Memphis City, Arkansas	0.6402086383%
AR530	West Point Town, Arkansas	0.0031173596%
AR531	Western Grove Town, Arkansas	0.0057204300%
AR532	Wheatley City, Arkansas	0.0050976735%
AR533	Whelen Springs Town, Arkansas	0.0002381128%
AR534	White County, Arkansas	1.0383554857%
AR535	White Hall City, Arkansas	0.0551959387%
AR536	Wickes Town, Arkansas	0.0001422380%
AR537	Widener Town, Arkansas	0.0014565804%
AR538	Wiederkehr Village City, Arkansas	0.0015955272%
AR539	Williford Town, Arkansas	0.0025041906%

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AR540	Willisville Town, Arkansas	0.0003913692%
AR541	Wilmar City, Arkansas	0.0018078825%
AR542	Wilmot City, Arkansas	0.0171605744%
AR543	Wilson City, Arkansas	0.0038733390%
AR544	Wilton City, Arkansas	0.0002323889%
AR545	Winchester Town, Arkansas	0.0011094280%
AR546	Winslow City, Arkansas	0.0059329284%
AR547	Winthrop City, Arkansas	0.0004315794%
AR548	Woodruff County, Arkansas	0.2136270641%
AR549	Wooster Town, Arkansas	0.0052930004%
AR550	Wrightsville City, Arkansas	0.0089014675%
AR551	Wynne City, Arkansas	0.1541190523%
AR552	Yell County, Arkansas	0.5032932325%
AR553	Yellville City, Arkansas	0.0268081476%
AR554	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%
CA47	Calexico City, California	0.0184372901%
CA48	California City, California	0.0085450399%
CA49	Camarillo City, California	0.0015463094%

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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%
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%

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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%
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%

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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%
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%

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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%
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%

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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%
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%

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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%
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%

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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%
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%



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Item 15.

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%
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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Item 15.

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%
CO47	Garfield County, Colorado	0.8376446894%
CO48	Gilpin County, Colorado	0.0300906083%
CO49	Golden City, Colorado	0.3661894352%

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Item 15.

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%
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%

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Item 15.

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%

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Item 15.

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%
CT47	Easton Town, Connecticut	0.1354961231%
CT48	Ellington Town, Connecticut	0.4010047839%
CT49	Enfield Town, Connecticut	0.9173431190%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%



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Item 15.

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%

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Item 15.

DC1          Washington, District of Columbia          100.0000000000%

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Item 15.

FL1	Alachua County, Florida	0.8594613234%
FL2	Altamonte Springs City, Florida	0.0813054302%
FL3	Apopka City, Florida	0.0972154704%
FL4	Atlantic Beach City, Florida	0.0388915664%
FL5	Auburndale City, Florida	0.0286367831%
FL6	Aventura City, Florida	0.0246200756%
FL7	Avon Park City, Florida	0.0258288737%
FL8	Baker County, Florida	0.1931736622%
FL9	Bartow City, Florida	0.0439725748%
FL10	Bay County, Florida	0.5394465693%
FL11	Belle Glade City, Florida	0.0208278128%
FL12	Boca Raton City, Florida	0.4720689632%
FL13	Bonita Springs City, Florida	0.0173754580%
FL14	Boynton Beach City, Florida	0.3064979246%
FL15	Bradenton City, Florida	0.3799303249%
FL16	Bradford County, Florida	0.1894834807%
FL17	Brevard County, Florida	2.3870763525%
FL18	Broward County, Florida	4.0626227708%
FL19	Calhoun County, Florida	0.0471282181%
FL20	Callaway City, Florida	0.0249535015%
FL21	Cape Canaveral City, Florida	0.0455607190%
FL22	Cape Coral City, Florida	0.7144300110%
FL23	Casselberry City, Florida	0.0800352962%
FL24	Charlotte County, Florida	0.6902251426%
FL25	Citrus County, Florida	0.9696466473%
FL26	Clay County, Florida	1.1934300121%
FL27	Clearwater City, Florida	0.6338625372%
FL28	Clermont City, Florida	0.0759095348%
FL29	Cocoa Beach City, Florida	0.0843632048%
FL30	Cocoa City, Florida	0.1492447199%
FL31	Coconut Creek City, Florida	0.1011309318%
FL32	Collier County, Florida	1.3548224874%
FL33	Columbia County, Florida	0.3421221973%
FL34	Cooper City, Florida	0.0739363249%
FL35	Coral Gables City, Florida	0.0717799422%
FL36	Coral Springs City, Florida	0.3234064085%
FL37	Crestview City, Florida	0.0704397566%
FL38	Cutler Bay Town, Florida	0.0094141463%
FL39	Dania Beach City, Florida	0.0178067890%
FL40	Davie Town, Florida	0.2669225293%
FL41	Daytona Beach City, Florida	0.4475559985%
FL42	Daytona Beach Shores City, Florida	0.0397433158%
FL43	De Soto County, Florida	0.1136404205%
FL44	Debary City, Florida	0.0352833296%
FL45	Deerfield Beach City, Florida	0.2024233562%
FL46	Deland City, Florida	0.0989843542%
FL47	Delray Beach City, Florida	0.3518466005%
FL48	Deltona City, Florida	0.1993292304%
FL49	Destin City, Florida	0.0146783092%

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Item 15.

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	Esterov 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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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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Item 15.

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%
GA45	Charlton County, Georgia	0.1046313818%
GA46	Chatham County, Georgia	1.4544033708%
GA47	Chattooga County, Georgia	0.3317513109%



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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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	Upton 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%

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Item 15.

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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Item 15.

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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Item 15.

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%
ID47	Madison County, Idaho	1.2748404845%
ID48	Meridian City, Idaho	2.4045650754%
ID49	Minidoka County, Idaho	0.9140620922%

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Item 15.

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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Item 15.

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%
IL47	Broadview Village, Illinois	0.0576947589%
IL48	Brookfield Village, Illinois	0.0508215275%
IL49	Brown County, Illinois	0.0306875432%

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Item 15.

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%
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%

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Item 15.

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%
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%

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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%
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%

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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%
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%

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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%
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%

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Item 15.

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%
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%

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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%
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%



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Item 15.

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%
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%

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Item 15.

IL438	Vermilion County, Illinois	0.6460041902%
IL439	Vernon Hills Village, Illinois	0.1010624040%
IL440	Villa Park Village, Illinois	0.09974444607%
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%
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%

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



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Item 15.

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%
IA47	Emmet County, Iowa	0.1753353731%
IA48	Fairfield City, Iowa	0.0333429825%
IA49	Fayette County, Iowa	0.5284248741%

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Item 15.

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%
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%

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Item 15.

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%
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	Ellis County, Kansas	0.3947457539%
KS33	Ellsworth County, Kansas	0.2694567040%
KS34	Emporia City, Kansas	0.1225808979%
KS35	Fairmount Township, Leavenworth County, Kansas	0.0084960354%
KS36	Finney County, Kansas	0.4284130288%
KS37	Ford County, Kansas	0.3536897313%
KS38	Franklin County, Kansas	0.9871549429%
KS39	Garden City, Kansas	0.3090040586%
KS40	Gardner City, Kansas	0.1783885728%
KS41	Geary County, Kansas	0.9138741928%
KS42	Gove County, Kansas	0.0596145005%
KS43	Graham County, Kansas	0.0885576425%
KS44	Grant County, Kansas	0.1121093922%
KS45	Gray County, Kansas	0.1198536546%
KS46	Great Bend City, Kansas	0.2626213674%
KS47	Greeley County Unified Government, Kansas	0.0420764688%

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Item 15.

KS48	Greenwood County, Kansas	0.3634446197%
KS49	Hamilton County, Kansas	0.0770093484%
KS50	Harper County, Kansas	0.2751873139%
KS51	Harvey County, Kansas	0.4874526988%
KS52	Haskell County, Kansas	0.0589027724%
KS53	Hays City, Kansas	0.2857030552%
KS54	Haysville City, Kansas	0.1161439147%
KS55	Hodgeman County, Kansas	0.0381949084%
KS56	Hutchinson City, Kansas	1.0312608960%
KS57	Jackson County, Kansas	0.2794465069%
KS58	Jefferson County, Kansas	0.4227008116%
KS59	Jewell County, Kansas	0.0576553276%
KS60	Johnson County, Kansas	9.6645678744%
KS61	Junction City, Kansas	0.1775769654%
KS62	Kansas City, Kansas	5.4520371502%
KS63	Kearny County, Kansas	0.0660370488%
KS64	Kingman County, Kansas	0.2734092742%
KS65	Kiowa County, Kansas	0.0632464788%
KS66	Labette County, Kansas	1.1704308548%
KS67	Lane County, Kansas	0.0275778907%
KS68	Lansing City, Kansas	0.7133352086%
KS69	Lawrence City, Kansas	3.1638042033%
KS70	Leavenworth City, Kansas	0.5951890494%
KS71	Leavenworth County, Kansas	2.3340801542%
KS72	Leawood City, Kansas	0.5645735676%
KS73	Lenexa City, Kansas	0.9811139852%
KS74	Liberal City, Kansas	0.0682108809%
KS75	Lincoln County, Kansas	0.0485423215%
KS76	Linn County, Kansas	0.4207125363%
KS77	Logan County, Kansas	0.1082727658%
KS78	Lyon County, Kansas	0.6750909426%
KS79	Manhattan City, Kansas	0.7992480259%
KS80	Manter City, Kansas	0.0001287490%
KS81	Marion County, Kansas	0.2585495937%
KS82	Marshall County, Kansas	0.2276721904%
KS83	McPherson City, Kansas	0.2496279649%
KS84	McPherson County, Kansas	0.5097593318%
KS85	Meade County, Kansas	0.0768717523%
KS86	Merriam City, Kansas	0.2489320686%
KS87	Miami County, Kansas	1.2663765466%
KS88	Mitchell County, Kansas	0.1352292623%
KS89	Montgomery County, Kansas	1.7112175254%
KS90	Morris County, Kansas	0.1150743437%
KS91	Morton County, Kansas	0.2184327635%
KS92	Nemaha County, Kansas	0.2032897421%
KS93	Neosho County, Kansas	0.8310848768%
KS94	Ness County, Kansas	0.0706191619%
KS95	Newton City, Kansas	0.5433840008%
KS96	Norton County, Kansas	0.1451450288%

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KS97	Olathe City, Kansas	1.6762201549%
KS98	Osage County, Kansas	0.5950568081%
KS99	Osborne County, Kansas	0.1578979290%
KS100	Ottawa City, Kansas	0.0294988813%
KS101	Ottawa County, Kansas	0.1312957833%
KS102	Overland Park City, Kansas	2.3687103690%
KS103	Pawnee County, Kansas	0.1939706911%
KS104	Phillips County, Kansas	0.1221045499%
KS105	Pittsburg City, Kansas	0.7147952173%
KS106	Pottawatomie County, Kansas	0.4594243031%
KS107	Prairie Village City, Kansas	0.2589451534%
KS108	Pratt County, Kansas	0.4619825196%
KS109	Rawlins County, Kansas	0.0431218266%
KS110	Reno County, Kansas	1.1279702345%
KS111	Republic County, Kansas	0.1617978822%
KS112	Rice County, Kansas	0.2959259100%
KS113	Riley County, Kansas	1.0426785786%
KS114	Rooks County, Kansas	0.1523482196%
KS115	Rush County, Kansas	0.0753160549%
KS116	Russell County, Kansas	0.2146389759%
KS117	Salina City, Kansas	1.3339667317%
KS118	Saline County, Kansas	0.6611290126%
KS119	Scott County, Kansas	0.0944435428%
KS120	Sedgwick County, Kansas	13.5321956939%
KS121	Seward County, Kansas	0.4105201807%
KS122	Shawnee City, Kansas	0.8209928663%
KS123	Shawnee County, Kansas	3.0388576303%
KS124	Sheridan County, Kansas	0.0529819493%
KS125	Sherman County, Kansas	0.2106519484%
KS126	Smith County, Kansas	0.1047138927%
KS127	Soldier Township, Kansas	0.0214428740%
KS128	Stafford County, Kansas	0.0781264146%
KS129	Stanton County, Kansas	0.0490733819%
KS130	Stevens County, Kansas	0.0751535472%
KS131	Sumner County, Kansas	1.0773462773%
KS132	Thomas County, Kansas	0.2518295026%
KS133	Topeka City, Kansas	2.9773291238%
KS134	Trego County, Kansas	0.0832973273%
KS135	Ulysses City, Kansas	0.0249593741%
KS136	Wabaunsee County, Kansas	0.1542554739%
KS137	Wallace County, Kansas	0.0168456276%
KS138	Washington County, Kansas	0.1090452597%
KS139	Wichita City, Kansas	8.2621190275%
KS140	Wichita County, Kansas	0.0516844483%
KS141	Wilson County, Kansas	0.5342588881%
KS142	Winfield City, Kansas	0.6854926025%
KS143	Woodson County, Kansas	0.2011950685%

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Item 15.

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%
KY47	Fleming County, Kentucky	0.2798388981%
KY48	Florence City, Kentucky	0.7389020512%
KY49	Floyd County, Kentucky	2.2122610651%

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Item 15.

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	Jeffersonton 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%
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%



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Item 15.

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%
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%

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Item 15.

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

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Item 15.

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%
LA47	Iberville Parish, Louisiana	0.6981774104%
LA48	Jackson Parish, Louisiana	0.2373772275%
LA49	Jean Lafitte Town, Louisiana	0.0069018975%

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Item 15.

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%
LA93	St Landry Parish, Louisiana	1.6440093783%
LA94	St Martin Parish, Louisiana	0.8378956629%
LA95	St Mary Parish, Louisiana	0.7690259764%
LA96	St Tammany Parish, Louisiana	6.4722256182%
LA97	Sulphur City, Louisiana	0.2386884731%
LA98	Tangipahoa Parish, Louisiana	3.2718516436%

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Item 15.

LA99	Tensas Parish, Louisiana	0.0558435690%
LA100	Thibodaux City, Louisiana	0.0818006655%
LA101	Union Parish, Louisiana	0.3100839266%
LA102	Vermilion Parish, Louisiana	0.8951866840%
LA103	Vernon Parish, Louisiana	0.8881699862%
LA104	Washington Parish, Louisiana	1.3862825140%
LA105	Webster Parish, Louisiana	0.5482428750%
LA106	West Baton Rouge Parish, Louisiana	0.5291991719%
LA107	West Carroll Parish, Louisiana	0.1549450807%
LA108	West Feliciana Parish, Louisiana	0.2173436090%
LA109	West Monroe City, Louisiana	0.1730443762%
LA110	Westwego City, Louisiana	0.0854037168%
LA111	Winn Parish, Louisiana	0.3134526202%
LA112	Youngsville City, Louisiana	0.0435751500%
LA113	Zachary City, Louisiana	0.1353795432%

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Item 15.

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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Item 15.

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%
MD47	Rockville City, Maryland	0.0611045878%
MD48	Salisbury City, Maryland	0.1347806691%
MD49	Seat Pleasant City, Maryland	0.0040128808%

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Item 15.

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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Item 15.

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%
MA47	Brockton City, Massachusetts	2.1170344615%
MA48	Brookfield Town, Massachusetts	0.0372953453%
MA49	Brookline Town, Massachusetts	0.8244968622%

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Item 15.

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%
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%

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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%
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%

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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	Mattapoissett 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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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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Item 15.

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, 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%
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%

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Item 15.

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%
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%

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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%
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%

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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%
MI175	Monroe City, Michigan	0.2101937979%
MI176	Monroe County, Michigan	1.5316423152%
MI177	Montcalm County, Michigan	0.6212351900%
MI178	Montmorency County, Michigan	0.0868385533%
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%

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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%
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%

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Item 15.

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	Vienna Charter Township, Montmorency County, Michigan	0.0011836039%
MI261	Walker City, Michigan	0.0577159947%
MI262	Warren City, Michigan	1.1744758071%
MI263	Washington Township, Macomb County, Michigan	0.0808853142%
MI264	Washtenaw County, Michigan	2.3763653602%
MI265	Waterford Charter Township, Michigan	0.2186201385%
MI266	Wayne City, Michigan	0.0837926529%
MI267	Wayne County, Michigan	10.1863863702%
MI268	West Bloomfield Charter Township, Michigan	0.2622681115%
MI269	Westland City, Michigan	0.3261711153%
MI270	Wexford County, Michigan	0.2986947723%
MI271	White Lake Charter Township, Michigan	0.0585435626%
MI272	Wixom City, Michigan	0.0369421752%
MI273	Woodhaven City, Michigan	0.0571927749%
MI274	Wyandotte City, Michigan	0.0976772465%
MI275	Wyoming City, Michigan	0.2554463949%
MI276	Ypsilanti Charter Township, Michigan	0.0578793100%
MI277	Ypsilanti City, Michigan	0.0898598214%
MI278	Zeeland Charter Township, Michigan	0.0061508332%

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Item 15.

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%
MN47	Eagan City, Minnesota	0.3357112506%
MN48	East Bethel City, Minnesota	0.0544402891%
MN49	Eden Prairie City, Minnesota	0.2342274611%

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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%
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%



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Item 15.

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%
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%

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Item 15.

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	Watonwan 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%
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%

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Item 15.

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%
MS47	Harrison County, Mississippi	1.2681143209%
MS48	Hattiesburg City, Mississippi	0.3196152733%
MS49	Hernando City, Mississippi	0.4369673545%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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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Item 15.

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%
MO47	Daviess County, Missouri	0.0686237546%
MO48	De Kalb County, Missouri	0.1059364189%
MO49	Dent County, Missouri	0.4657350233%

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Item 15.

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%
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%



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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
MT47	Prairie County, Montana	0.0572069653%
MT48	Ravalli County, Montana	3.6906819270%
MT49	Richland County, Montana	0.7541525281%

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Item 15.

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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Item 15.

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%
NE47	Harlan County, Nebraska	0.1831157431%
NE48	Hastings City, Nebraska	0.7738158635%
NE49	Hayes County, Nebraska	0.0464208924%

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Item 15.

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%
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%

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Item 15.

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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Item 15.

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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Item 15.

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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Item 15.

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	Barnegat 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%
NJ47	East Hanover Township, New Jersey	0.0890156417%
NJ48	East Orange City, New Jersey	1.2844844553%
NJ49	East Windsor Township, New Jersey	0.0422463462%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
NJ261	Woolwich Township, New Jersey	0.0599291958%
NJ262	Wyckoff Township, New Jersey	0.0296665036%

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Item 15.

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%
NM47	Sierra County, New Mexico	1.0308488455%
NM48	Socorro County, New Mexico	0.7363065077%



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Item 15.

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	2.7716079380%

- 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

Allocations in New York will be made in accordance with the New York Agreement.

- NY45 Schenectady County, New York
- 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.

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%
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%
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%

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Item 15.

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%
ND47	Renville County, North Dakota	0.2860845016%
ND48	Richland County, North Dakota	2.4309493698%
ND49	Rolette County, North Dakota	1.8198034592%

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Item 15.

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%



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%
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%
OH64	Athens Township, Harrison County, Ohio	0.0003148983%
OH65	Attica Village, Ohio	0.0007921419%
OH66	Atwater Township, Ohio	0.0004753019%
OH67	Auburn Township, Crawford County, Ohio	0.0007613308%
OH68	Auburn Township, Geauga County, Ohio	0.0067953249%
OH69	Auburn Township, Tuscarawas County, Ohio	0.0000098536%
OH70	Auglaize County, Ohio	0.1648586210%
OH71	Auglaize Township, Allen County, Ohio	0.0010226874%
OH72	Auglaize Township, Paulding County, Ohio	0.0000730923%
OH73	Augusta Township, Ohio	0.0004684152%
OH74	Aurelius Township, Ohio	0.0000083554%
OH75	Aurora City, Ohio	0.0294524674%
OH76	Austinburg Township, Ohio	0.0004813742%
OH77	Austintown Township, Ohio	0.0890063352%
OH78	Avon City, Ohio	0.0729757005%
OH79	Avon Lake City, Ohio	0.0663140992%
OH80	Bailey Lakes Village, Ohio	0.0000813388%
OH81	Bainbridge Township, Ohio	0.0406379571%
OH82	Bainbridge Village, Ohio	0.0022724133%
OH83	Bairdstown Village, Ohio	0.0000612234%
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%
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	0.0007968947%
OH135	Benton Township, Paulding County, Ohio	0.0002485139%
OH136	Benton Township, Pike County, Ohio	0.0003718185%
OH137	Berea City, Ohio	0.0293403849%
OH138	Bergholz Village, Ohio	0.0002390731%
OH139	Berkey Village, Ohio	0.0003639406%
OH140	Berkshire Township, Ohio	0.0000742397%
OH141	Berlin Heights Village, Ohio	0.0009142379%
OH142	Berlin Township, Delaware County, Ohio	0.0000164977%
OH143	Berlin Township, Erie County, Ohio	0.0001350579%
OH144	Berlin Township, Holmes County, Ohio	0.0000814306%
OH145	Berlin Township, Mahoning County, Ohio	0.0014985886%
OH146	Bern Township, Ohio	0.0001354845%
OH147	Berne Township, Ohio	0.0001629571%
OH148	Bethel Township, Clark County, Ohio	0.0138134025%
OH149	Bethel Township, Monroe County, Ohio	0.0000498724%
OH150	Bethel Village, Ohio	0.0057576798%
OH151	Bethesda Village, Ohio	0.0006889751%
OH152	Bethlehem Township, Coshocton County, Ohio	0.0000765378%
OH153	Bethlehem Township, Stark County, Ohio	0.0015140738%
OH154	Bettsville Village, Ohio	0.0009525757%
OH155	Beverly Village, Ohio	0.0019551589%
OH156	Bexley City, Ohio	0.0458668476%
OH157	Big Island Township, Ohio	0.0005578783%
OH158	Black Creek Township, Ohio	0.0001534027%
OH159	Blakeslee Village, Ohio	0.0000628635%
OH160	Blanchard Township, Hancock County, Ohio	0.0001475808%
OH161	Blanchard Township, Putnam County, Ohio	0.0006457128%
OH162	Blanchester Village, Ohio	0.0114641267%
OH163	Blendon Township, Ohio	0.0282639366%
OH164	Bloom Township, Fairfield County, Ohio	0.0118551321%
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	Bloomingburg 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	0.0001285289%
OH205	Bristol Township, Trumbull County, Ohio	0.0252513027%
OH206	Broadview Heights City, Ohio	0.0226789401%
OH207	Bronson Township, Ohio	0.0009334281%
OH208	Brook Park City, Ohio	0.0389572037%
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%
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%
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%
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%
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%
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%
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%
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%
OH536	Fairview Park City, Ohio	0.0218966352%
OH537	Fairview Village, Ohio	0.0000924858%
OH538	Falls Township, Hocking County, Ohio	0.0002873384%
OH539	Falls Township, Muskingum County, 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, Ohio	0.0002671700%
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%
OH568	Franklin Township, Adams County, Ohio	0.0010014012%
OH569	Franklin Township, Brown County, Ohio	0.0023874837%
OH570	Franklin Township, Clermont County, Ohio	0.0034132353%
OH571	Franklin Township, Columbiana County, Ohio	0.0006123293%
OH572	Franklin Township, Coshocton County, Ohio	0.0002449208%
OH573	Franklin Township, Darke County, Ohio	0.0004797868%

OH574	Franklin Township, Franklin County, Ohio	0.0440874644%
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	Frazesburg 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%
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%
OH653	Granville Township, Licking County, Ohio	0.0126030583%
OH654	Granville Township, Mercer County, Ohio	0.0015971931%
OH655	Granville Village, Ohio	0.0103882561%
OH656	Gratiot 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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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	0.0185550292%
OH1039	Madison Township, Licking County, Ohio	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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
OH1570	Ross County, Ohio	1.0109583321%
OH1571	Ross Township, Butler County, Ohio	0.0261747113%
OH1572	Ross Township, Greene County, Ohio	0.0002579678%
OH1573	Ross Township, Jefferson County, Ohio	0.0004940844%
OH1574	Roszburg Village, Ohio	0.0000984178%
OH1575	Rossford City, Ohio	0.0126977241%
OH1576	Roswell Village, Ohio	0.0002759007%
OH1577	Roundhead Township, Ohio	0.0002332423%
OH1578	Royalton Township, Ohio	0.0009661532%
OH1579	Rumley Township, Ohio	0.0006297965%
OH1580	Rush Creek Township, Ohio	0.0026562014%
OH1581	Rush Township, Scioto County, Ohio	0.0047482384%
OH1582	Rush Township, Tuscarawas County, Ohio	0.0000689752%
OH1583	Rushcreek Township, Ohio	0.0004189662%
OH1584	Rushsylvania Village, Ohio	0.0000099754%
OH1585	Rushville Village, Ohio	0.0000244436%
OH1586	Russell Township, Ohio	0.0185770784%
OH1587	Russells Point Village, Ohio	0.0022943385%
OH1588	Russellville Village, Ohio	0.0057671685%
OH1589	Russia Village, Ohio	0.0003460829%
OH1590	Rutland Village, Ohio	0.0004567220%
OH1591	Sabina Village, Ohio	0.0072933257%
OH1592	Sagamore Hills Township, Ohio	0.0226207726%
OH1593	Salem City, Ohio	0.0383095249%
OH1594	Salem Township, Auglaize County, Ohio	0.0001157340%
OH1595	Salem Township, Champaign County, Ohio	0.0003806616%
OH1596	Salem Township, Columbiana County, Ohio	0.0009051824%
OH1597	Salem Township, Muskingum County, Ohio	0.0003912060%
OH1598	Salem Township, Ottawa County, Ohio	0.0007213271%
OH1599	Salem Township, Shelby County, Ohio	0.0010648705%
OH1600	Salem Township, Tuscarawas County, Ohio	0.0026407637%
OH1601	Salem Township, Warren County, Ohio	0.0074583911%
OH1602	Salem Township, Washington County, Ohio	0.0005013228%
OH1603	Salesville Village, Ohio	0.0000679895%
OH1604	Salineville Village, Ohio	0.0034609917%
OH1605	Salisbury Township, Ohio	0.0003552282%

OH1606	Salt Creek Township, Hocking County, Ohio	0.0001833021%
OH1607	Salt Creek Township, Holmes County, Ohio	0.0000465318%
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%

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%
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%
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%
OH1735	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%
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%
OH1806	Troy Township, Wood County, Ohio	0.0027734180%
OH1807	Trumbull County, Ohio	2.0203599712%
OH1808	Trumbull Township, Ohio	0.0006457459%
OH1809	Truro Township, Ohio	0.0493339720%
OH1810	Tully Township, Ohio	0.0007929647%
OH1811	Turtle Creek Township, Ohio	0.0003372090%
OH1812	Turtlecreek Township, Ohio	0.0071325956%
OH1813	Tuscarawas County, Ohio	0.3721703206%

OH1814	Tuscarawas Township, Ohio	0.0020979323%
OH1815	Tuscarawas Village, Ohio	0.0003842902%
OH1816	Twin Township, Darke County, Ohio	0.0003813690%
OH1817	Twin Township, Ross County, Ohio	0.0052531114%
OH1818	Twinsburg City, Ohio	0.0833508485%
OH1819	Tymochtee Township, Ohio	0.0003170847%
OH1820	Uhrichsville City, Ohio	0.0101787647%
OH1821	Union City Village, Ohio	0.0076150778%
OH1822	Union City, Ohio	0.0198982889%
OH1823	Union County, Ohio	0.3002174205%
OH1824	Union Township, Auglaize County, Ohio	0.0001691497%
OH1825	Union Township, Carroll County, Ohio	0.0000762536%
OH1826	Union Township, Champaign County, Ohio	0.0000211479%
OH1827	Union Township, Clermont County, Ohio	0.3185341547%
OH1828	Union Township, Clinton County, Ohio	0.0085869431%
OH1829	Union Township, Fayette County, Ohio	0.0014043033%
OH1830	Union Township, Highland County, Ohio	0.0112248527%
OH1831	Union Township, Lawrence County, Ohio	0.0011822137%
OH1832	Union Township, Licking County, Ohio	0.0076823054%
OH1833	Union Township, Logan County, Ohio	0.0001197046%
OH1834	Union Township, Mercer County, Ohio	0.0004692319%
OH1835	Union Township, Miami County, Ohio	0.0038499743%
OH1836	Union Township, Muskingum County, Ohio	0.0003209896%
OH1837	Union Township, Pike County, Ohio	0.0001098555%
OH1838	Union Township, Ross County, Ohio	0.0119227921%
OH1839	Union Township, Tuscarawas County, Ohio	0.0002167791%
OH1840	Union Township, Union County, Ohio	0.0002502189%
OH1841	Union Township, Van Wert County, Ohio	0.0002973617%
OH1842	Union Township, Warren County, Ohio	0.0079936267%
OH1843	Unionville Center Village, Ohio	0.0001475046%
OH1844	Uniopolis Village, Ohio	0.0002492732%
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%
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,	0.0000984250%

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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%
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,	0.0000261741%

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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%
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%
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%
OH2015	Whitewater Township, Ohio	0.0072647461%
OH2016	Wickliffe City, Ohio	0.0543194216%
OH2017	Wilkesville Township, Ohio	0.0005461896%
OH2018	Wilkesville Village, Ohio	0.0001034151%
OH2019	Willard City, Ohio	0.0338504955%
OH2020	Williams County, Ohio	0.1507467614%
OH2021	Williamsburg Township, Ohio	0.0138253270%
OH2022	Williamsburg Village, Ohio	0.0064127452%
OH2023	Williamsfield Township, Ohio	0.0004696334%
OH2024	Williamsport Village, Ohio	0.0004226644%
OH2025	Willoughby City, Ohio	0.1356374532%
OH2026	Willoughby Hills City, Ohio	0.0528410843%
OH2027	Willowick City, Ohio	0.0540256495%
OH2028	Wills Township, Ohio	0.0001087832%
OH2029	Willshire Village, Ohio	0.0006690639%
OH2030	Wilmington City, Ohio	0.1278227818%
OH2031	Wilmot Village, Ohio	0.0024343932%
OH2032	Wilson Township, Ohio	0.0006914162%
OH2033	Wilson Village, Ohio	0.0001415832%
OH2034	Winchester Village, Ohio	0.0033994936%
OH2035	Windham Township, Ohio	0.0001218723%
OH2036	Windham Village, Ohio	0.0030305573%



OH2037	Windsor Township, Ashtabula County, Ohio	0.0006340051%
OH2038	Windsor Township, Lawrence County, Ohio	0.0007128053%
OH2039	Windsor Township, Morgan County, Ohio	0.0004926943%
OH2040	Wintersville Village, Ohio	0.0169582518%
OH2041	Wood County, Ohio	0.6017827347%
OH2042	Woodlawn Village, Ohio	0.0240822158%
OH2043	Woodmere Village, Ohio	0.0007072352%
OH2044	Woodsfield Village, Ohio	0.0011221301%
OH2045	Woodstock Village, Ohio	0.0001517571%
OH2046	Woodville Township, Ohio	0.0019622167%
OH2047	Woodville Village, Ohio	0.0034270973%
OH2048	Wooster City, Ohio	0.4046402646%
OH2049	Wooster Township, Ohio	0.0017358405%
OH2050	Worthington City, Ohio	0.0819890902%
OH2051	Worthington Township, Ohio	0.0017573559%
OH2052	Wren Village, Ohio	0.0008301349%
OH2053	Wyandot County, Ohio	0.0959147354%
OH2054	Wyoming City, Ohio	0.0220280462%
OH2055	Xenia City, Ohio	0.1268376308%
OH2056	Xenia Township, Ohio	0.0075532986%
OH2057	Yankee Lake Village, Ohio	0.0000341003%
OH2058	Yellow Creek Township, Ohio	0.0010782320%
OH2059	Yellow Springs Village, Ohio	0.0142295064%
OH2060	York Township, Athens County, Ohio	0.0005523599%
OH2061	York Township, Fulton County, Ohio	0.0061882726%
OH2062	York Township, Medina County, Ohio	0.0023145263%
OH2063	York Township, Sandusky County, Ohio	0.0006239306%
OH2064	York Township, Tuscarawas County, Ohio	0.0007784341%
OH2065	York Township, Van Wert County, Ohio	0.0001115107%
OH2066	Yorkshire Village, Ohio	0.0007627380%
OH2067	Yorkville Village, Ohio	0.0011795516%
OH2068	Youngstown City, Ohio	0.5751891038%
OH2069	Zaleski Village, Ohio	0.0000780271%
OH2070	Zane Township, Ohio	0.0012568985%
OH2071	Zanesfield Village, Ohio	0.0001257699%
OH2072	Zanesville City, Ohio	0.1371227251%
OH2073	Zoar Village, Ohio	0.0002364863%

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Item 15.

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	Caddo County, Oklahoma	0.4845736458%
OK17	Canadian County, Oklahoma	0.5808839408%
OK18	Carter County, Oklahoma	1.0204659663%
OK19	Cherokee County, Oklahoma	0.0547155245%
OK20	Chickasha City, Oklahoma	0.1510124411%
OK21	Choctaw City, Oklahoma	0.0613538158%
OK22	Choctaw County, Oklahoma	0.4004199348%
OK23	Cimarron County, Oklahoma	0.0722904419%
OK24	Claremore City, Oklahoma	0.7190775254%
OK25	Cleveland County, Oklahoma	0.2725422694%
OK26	Coal County, Oklahoma	0.1610866236%
OK27	Comanche County, Oklahoma	2.0790341012%
OK28	Cotton County, Oklahoma	0.1077265239%
OK29	Coweta City, Oklahoma	0.3910652406%
OK30	Craig County, Oklahoma	0.2892248732%
OK31	Creek County, Oklahoma	1.2474865281%
OK32	Custer County, Oklahoma	0.4049880250%
OK33	Del City, Oklahoma	0.2643825434%
OK34	Delaware County, Oklahoma	0.8410533842%
OK35	Dewey County, Oklahoma	0.0676712782%
OK36	Duncan City, Oklahoma	0.8937861298%
OK37	Durant City, Oklahoma	0.7336303563%
OK38	Edmond City, Oklahoma	1.4615935748%
OK39	El Reno City, Oklahoma	0.2053992273%
OK40	Elk City, Oklahoma	0.3587477547%
OK41	Ellis County, Oklahoma	0.0583375351%
OK42	Enid City, Oklahoma	0.7392412881%
OK43	Garfield County, Oklahoma	0.2542221165%
OK44	Garvin County, Oklahoma	0.8411004189%
OK45	Glenpool City, Oklahoma	0.1608895657%
OK46	Grady County, Oklahoma	1.0545977812%
OK47	Grant County, Oklahoma	0.0405478903%
OK48	Greer County, Oklahoma	0.1583252054%
OK49	Guthrie City, Oklahoma	0.1856265512%

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Item 15.

OK50	Guymon City, Oklahoma	0.0547591936%
OK51	Harmon County, Oklahoma	0.0673861249%
OK52	Harper County, Oklahoma	0.0522026584%
OK53	Haskell County, Oklahoma	0.2531508354%
OK54	Hughes County, Oklahoma	0.2061436213%
OK55	Jackson County, Oklahoma	0.4801048418%
OK56	Jefferson County, Oklahoma	0.3090924602%
OK57	Jenks City, Oklahoma	0.1806228639%
OK58	Johnston County, Oklahoma	0.4472082986%
OK59	Kay County, Oklahoma	0.5067583031%
OK60	Kingfisher County, Oklahoma	0.2717757463%
OK61	Kiowa County, Oklahoma	0.2298382701%
OK62	Latimer County, Oklahoma	0.3148762172%
OK63	Lawton City, Oklahoma	0.3312681144%
OK64	Le Flore County, Oklahoma	1.4166392289%
OK65	Lincoln County, Oklahoma	0.6999457500%
OK66	Logan County, Oklahoma	0.5399784520%
OK67	Love County, Oklahoma	0.2288662752%
OK68	Major County, Oklahoma	0.0852741304%
OK69	Marshall County, Oklahoma	0.2609426135%
OK70	Mayes County, Oklahoma	1.2431623622%
OK71	McAlester City, Oklahoma	1.2318612380%
OK72	McClain County, Oklahoma	0.6643227071%
OK73	McCurtain County, Oklahoma	0.8951427325%
OK74	McIntosh County, Oklahoma	0.6473819592%
OK75	Miami City, Oklahoma	0.3080134381%
OK76	Midwest City, Oklahoma	1.3662006673%
OK77	Moore City, Oklahoma	0.2533704430%
OK78	Murray County, Oklahoma	0.5297956437%
OK79	Muskogee City, Oklahoma	2.5039385148%
OK80	Muskogee County, Oklahoma	0.1783839604%
OK81	Mustang City, Oklahoma	0.1655020823%
OK82	Newcastle City, Oklahoma	0.2606099206%
OK83	Noble County, Oklahoma	0.1688783176%
OK84	Norman City, Oklahoma	4.4189589851%
OK85	Nowata County, Oklahoma	0.1569775216%
OK86	Okfuskee County, Oklahoma	0.2609296558%
OK87	Oklahoma City, Oklahoma	14.3489114350%
OK88	Oklahoma County, Oklahoma	3.3422940072%
OK89	Okmulgee City, Oklahoma	0.5086746948%
OK90	Okmulgee County, Oklahoma	0.4742639531%
OK91	Osage County, Oklahoma	0.5896618496%
OK92	Ottawa County, Oklahoma	0.3159777890%
OK93	Owasso City, Oklahoma	0.7456266521%
OK94	Pawnee County, Oklahoma	0.6201145221%
OK95	Payne County, Oklahoma	0.6719554590%
OK96	Pittsburg County, Oklahoma	0.1253496540%
OK97	Ponca City, Oklahoma	0.4343605817%
OK98	Pontotoc County, Oklahoma	0.3451006157%

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Item 15.

OK99	Pottawatomie County, Oklahoma	0.8536612997%
OK100	Pushmataha County, Oklahoma	0.3982344607%
OK101	Roger Mills County, Oklahoma	0.0439550052%
OK102	Rogers County, Oklahoma	1.2081401690%
OK103	Sand Springs City, Oklahoma	0.3849881687%
OK104	Sapulpa City, Oklahoma	1.1421081226%
OK105	Seminole City, Oklahoma	0.2214634802%
OK106	Seminole County, Oklahoma	0.4144393970%
OK107	Sequoyah County, Oklahoma	1.5345087624%
OK108	Shawnee City, Oklahoma	1.3614784311%
OK109	Stephens County, Oklahoma	0.8246887486%
OK110	Stillwater City, Oklahoma	0.8442351700%
OK111	Tahlequah City, Oklahoma	1.5329176592%
OK112	Texas County, Oklahoma	0.3711376613%
OK113	Tillman County, Oklahoma	0.1988848754%
OK114	Tulsa City, Oklahoma	11.8499277217%
OK115	Tulsa County, Oklahoma	5.3498014970%
OK116	Wagoner County, Oklahoma	0.8686244855%
OK117	Warr Acres City, Oklahoma	0.1616160377%
OK118	Washington County, Oklahoma	0.3936750370%
OK119	Washita County, Oklahoma	0.2228994277%
OK120	Weatherford City, Oklahoma	0.1872773945%
OK121	Woods County, Oklahoma	0.1975804400%
OK122	Woodward City, Oklahoma	0.2327716722%
OK123	Woodward County, Oklahoma	0.1781706634%
OK124	Yukon City, Oklahoma	0.3103071173%

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Item 15.

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%
OR47	Lincoln County, Oregon	1.5077702636%
OR48	Linn County, Oregon	1.8050527049%
OR49	Malheur County, Oregon	0.4976846614%

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Item 15.

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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Item 15.

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%
PA42	Clarion County, Pennsylvania	0.2109569397%
PA43	Clearfield County, Pennsylvania	0.4891902405%
PA44	Clinton County, Pennsylvania	0.2144679589%

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Item 15.

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%
PA82	Ephrata Township, Pennsylvania	0.0106718965%
PA83	Erie City, Pennsylvania	0.1819428392%
PA84	Erie County, Pennsylvania	1.6551298548%



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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
PA201	North Middleton Township, Pennsylvania	0.0100402266%
PA202	North Strabane Township, Pennsylvania	0.0301440085%
PA203	North Union Township, Fayette County, Pennsylvania	0.0036336130%
PA204	North Whitehall Township, Pennsylvania	0.0024053608%
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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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	Wilkesburg 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%
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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Item 15.

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%
PR47	Manati, Puerto Rico	1.3858134207%
PR48	Maricao, Puerto Rico	0.1311593846%
PR49	Maunabo, Puerto Rico	0.2983734242%



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Item 15.

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	Utua, 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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Item 15.

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%

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Item 15.

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%
SC47	Hanahan City, South Carolina	0.2279684840%
SC48	Hilton Head Island Town, South Carolina	0.2323878458%

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Item 15.

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%

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Item 15.

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%
SD47	Lyman County, South Dakota	0.3239942300%
SD48	Marshall County, South Dakota	0.5625107271%
SD49	McCook County, South Dakota	0.3047773840%

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Item 15.

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%

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Item 15.

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	Centertown, Tennessee	0.0001321538%
TN24	Centerville Town, Tennessee	0.0116202349%
TN25	Chapel Hill Town, Tennessee	0.0043601529%
TN26	Chattanooga City, Tennessee	0.4981237028%
TN27	Cheatham County, Tennessee	0.8209998781%
TN28	Chester County, Tennessee	0.1751399118%
TN29	Claiborne County, Tennessee	1.1929412357%
TN30	Clarksville City, Tennessee	0.2296815192%
TN31	Clay County, Tennessee	0.3261509170%
TN32	Cleveland City, Tennessee	0.5531282252%
TN33	Clifton City, Tennessee	0.0022427615%
TN34	Clinton City, Tennessee	0.1573341188%
TN35	Cocke County, Tennessee	0.8746257470%
TN36	Coffee County, Tennessee	0.4346569849%
TN37	Collegedale City, Tennessee	0.0080390188%
TN38	Collierville Town, Tennessee	0.0617375387%
TN39	Collinwood City, Tennessee	0.0021594326%
TN40	Columbia City, Tennessee	0.0390894158%
TN41	Cookeville City, Tennessee	0.8404101920%
TN42	Cornersville Town, Tennessee	0.0025527953%
TN43	Crab Orchard City, Tennessee	0.0000241612%
TN44	Crockett County, Tennessee	0.1232062476%
TN45	Crossville City, Tennessee	0.0619543195%
TN46	Cumberland County, Tennessee	0.8164884351%
TN47	Dandridge Town, Tennessee	0.0109089663%
TN48	De Kalb County, Tennessee	0.4242612240%
TN49	Decatur County, Tennessee	0.3607195939%

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Item 15.

TN50	Decatur Town, Tennessee	0.0050599481%
TN51	Dickson City, Tennessee	0.0699263820%
TN52	Dickson County, Tennessee	0.7642083488%
TN53	Dowelltown, Tennessee	0.0007434696%
TN54	Doyle Town, Tennessee	0.0001218109%
TN55	Dyer County, Tennessee	0.2010581703%
TN56	Dyersburg City, Tennessee	0.2008506856%
TN57	Eagleville City, Tennessee	0.0010231029%
TN58	East Ridge City, Tennessee	0.0217959070%
TN59	Elizabethton City, Tennessee	0.2653016475%
TN60	Elkton City, Tennessee	0.0004852756%
TN61	Ethridge Town, Tennessee	0.0005864009%
TN62	Farragut Town, Tennessee	0.0167667362%
TN63	Fayette County, Tennessee	0.3157083831%
TN64	Fayetteville City, Tennessee	0.0647238955%
TN65	Fentress County, Tennessee	0.5526714656%
TN66	Franklin City, Tennessee	0.1089989646%
TN67	Franklin County, Tennessee	0.6079344750%
TN68	Gallatin City, Tennessee	0.0760079674%
TN69	Gatlinburg City, Tennessee	0.0507819668%
TN70	Germantown City, Tennessee	0.0687501047%
TN71	Gibson County, Tennessee	0.4940695219%
TN72	Giles County, Tennessee	0.4000334952%
TN73	Goodlettsville City, Tennessee	0.0334336034%
TN74	Grainger County, Tennessee	0.4671260668%
TN75	Greene County, Tennessee	0.8232264763%
TN76	Greeneville Town, Tennessee	0.3895702338%
TN77	Grundy County, Tennessee	0.3896858892%
TN78	Hamblen County, Tennessee	2.2614488604%
TN79	Hamilton County, Tennessee	4.1540192234%
TN80	Hancock County, Tennessee	0.2089065376%
TN81	Hardeman County, Tennessee	0.2150658408%
TN82	Hardin County, Tennessee	0.5683946644%
TN83	Hartsville/Trousdale County, Tennessee	0.1139641522%
TN84	Hawkins County, Tennessee	1.0968095083%
TN85	Haywood County, Tennessee	0.1104263592%
TN86	Henderson County, Tennessee	0.2498867656%
TN87	Hendersonville City, Tennessee	0.1137407554%
TN88	Henry County, Tennessee	0.6444385596%
TN89	Hickman County, Tennessee	0.2687886895%
TN90	Houston County, Tennessee	0.1198735525%
TN91	Humphreys County, Tennessee	0.2441608982%
TN92	Jackson City, Tennessee	0.0431370644%
TN93	Jackson County, Tennessee	0.2780985367%
TN94	Jefferson County, Tennessee	0.8912247367%
TN95	Johnson City, Tennessee	1.0682855260%
TN96	Johnson County, Tennessee	0.2282065978%
TN97	Kingsport City, Tennessee	0.9871149359%
TN98	Knox County, Tennessee	9.1641554650%



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Item 15.

TN99	Knoxville City, Tennessee	1.5417816888%
TN100	La Vergne City, Tennessee	0.0518950147%
TN101	Lake County, Tennessee	0.0671464632%
TN102	Lakeland City, Tennessee	0.0000095891%
TN103	Lauderdale County, Tennessee	0.2733775153%
TN104	Lawrence County, Tennessee	0.6473535215%
TN105	Lawrenceburg City, Tennessee	0.0465511203%
TN106	Lebanon City, Tennessee	0.1110258247%
TN107	Lewis County, Tennessee	0.1528225920%
TN108	Lewisburg City, Tennessee	0.0396496875%
TN109	Lexington City, Tennessee	0.0796867496%
TN110	Liberty Town, Tennessee	0.0003647628%
TN111	Lincoln County, Tennessee	0.3409251715%
TN112	Livingston Town, Tennessee	0.0198677435%
TN113	Loretto City, Tennessee	0.0047940075%
TN114	Loudon County, Tennessee	0.8992460428%
TN115	Lynchburg, Moore County Metropolitan Government, Tennessee	0.0579106070%
TN116	Lynnville Town, Tennessee	0.0003845691%
TN117	Macon County, Tennessee	0.3091017000%
TN118	Madison County, Tennessee	0.8907256845%
TN119	Manchester City, Tennessee	0.1612528379%
TN120	Marion County, Tennessee	0.3637161259%
TN121	Marshall County, Tennessee	0.4953711694%
TN122	Martin City, Tennessee	0.0101175931%
TN123	Maryville City, Tennessee	0.3223901040%
TN124	Maury County, Tennessee	1.0724162522%
TN125	McMinn County, Tennessee	0.6936567070%
TN126	McMinnville City, Tennessee	0.0355475192%
TN127	McNairy County, Tennessee	0.4269884656%
TN128	Meigs County, Tennessee	0.2016450737%
TN129	Memphis City, Tennessee	4.9079216307%
TN130	Millington City, Tennessee	0.0212200583%
TN131	Minor Hill City, Tennessee	0.0008698448%
TN132	Monroe County, Tennessee	0.7506735593%
TN133	Monterey Town, Tennessee	0.0029942290%
TN134	Montgomery County, Tennessee	1.6758545682%
TN135	Morgan County, Tennessee	0.5132562715%
TN136	Morrison Town, Tennessee	0.0004337290%
TN137	Morristown City, Tennessee	0.3919462797%
TN138	Mount Juliet City, Tennessee	0.0577622481%
TN139	Mount Pleasant City, Tennessee	0.0048377656%
TN140	Murfreesboro City, Tennessee	0.7283549414%
TN141	Nashville-Davidson Metropolitan Government, Tennessee	8.9605710893%
TN142	Nolensville Town, Tennessee	0.0026055144%
TN143	Normandy Town, Tennessee	0.0000797277%
TN144	Oak Ridge City, Tennessee	0.9598050011%
TN145	Obion County, Tennessee	0.2204168957%

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Item 15.

TN146	Overton County, Tennessee	0.5262993368%
TN147	Paris City, Tennessee	0.0217300395%
TN148	Perry County, Tennessee	0.0857864664%
TN149	Petersburg Town, Tennessee	0.0005822973%
TN150	Pickett County, Tennessee	0.1459705284%
TN151	Pigeon Forge City, Tennessee	0.0877322588%
TN152	Pleasant Hill Town, Tennessee	0.0000178801%
TN153	Polk County, Tennessee	0.3220131560%
TN154	Portland City, Tennessee	0.0203045711%
TN155	Pulaski City, Tennessee	0.0561230557%
TN156	Putnam County, Tennessee	0.3863240500%
TN157	Red Bank City, Tennessee	0.0106755617%
TN158	Rhea County, Tennessee	0.5404420504%
TN159	Ripley City, Tennessee	0.0190759934%
TN160	Roane County, Tennessee	1.6361535854%
TN161	Robertson County, Tennessee	0.8676284650%
TN162	Rutherford County, Tennessee	2.5746747125%
TN163	Scott County, Tennessee	0.5189341096%
TN164	Sequatchie County, Tennessee	0.2433974548%
TN165	Sevier County, Tennessee	1.3567168872%
TN166	Sevierville City, Tennessee	0.0845613223%
TN167	Shelby County, Tennessee	3.5255393191%
TN168	Shelbyville City, Tennessee	0.0482670674%
TN169	Smith County, Tennessee	0.5711842980%
TN170	Smithville City, Tennessee	0.0196818237%
TN171	Smyrna Town, Tennessee	0.1314691656%
TN172	Soddy-Daisy City, Tennessee	0.0110233237%
TN173	Sparta City, Tennessee	0.0168519913%
TN174	Spencer Town, Tennessee	0.0007743306%
TN175	Spring Hill City, Tennessee	0.0244598773%
TN176	Springfield City, Tennessee	0.0550041036%
TN177	Stewart County, Tennessee	0.1459273147%
TN178	Sullivan County, Tennessee	1.4573397906%
TN179	Sumner County, Tennessee	1.7022113712%
TN180	Tipton County, Tennessee	0.6312749815%
TN181	Tullahoma City, Tennessee	0.3238479828%
TN182	Unicoi County, Tennessee	0.3464527663%
TN183	Union City, Tennessee	0.0993864534%
TN184	Union County, Tennessee	0.5606745148%
TN185	Van Buren County, Tennessee	0.0471429229%
TN186	Viola Town, Tennessee	0.0000607170%
TN187	Warren County, Tennessee	0.5357371504%
TN188	Wartrace Town, Tennessee	0.0003753988%
TN189	Washington County, Tennessee	1.1061046159%
TN190	Wayne County, Tennessee	0.2247756248%
TN191	Waynesboro City, Tennessee	0.0036939405%
TN192	Weakley County, Tennessee	0.3773601643%

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Item 15.

TN193	White County, Tennessee	0.3992656969%
TN194	White House City, Tennessee	0.0200834355%
TN195	Williamson County, Tennessee	1.6817249840%
TN196	Wilson County, Tennessee	1.4019072760%
TN197	Woodbury Town, Tennessee	0.0086691778%

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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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%
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, Texas	0.0074426670%
TX1102	Reno City, Texas	0.0025273330%
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%
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%
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%
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%
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%
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%
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%
TX1425	Whitewright Town, Texas	0.0047320000%
TX1426	Whitney Town, Texas	0.0000486670%
TX1427	Wichita County, Texas	0.3682473330%
TX1428	Wichita Falls City, Texas	0.5550493330%
TX1429	Wickett Town, Texas	0.0000580000%
TX1430	Wilbarger County, Texas	0.0367493330%
TX1431	Willacy County, Texas	0.0163873330%
TX1432	Williamson County, Texas	0.7973246670%
TX1433	Willis City, Texas	0.0162560000%
TX1434	Willow Park City, Texas	0.0178246670%
TX1435	Wills Point City, Texas	0.0291766670%
TX1436	Wilmer City, Texas	0.0002840000%
TX1437	Wilson City, Texas	0.0000080000%
TX1438	Wilson County, Texas	0.0806893330%
TX1439	Wimberley City, Texas	0.0004826670%
TX1440	Windcrest City, Texas	0.0086053330%
TX1441	Windom Town, Texas	0.0007246670%
TX1442	Windthorst Town, Texas	0.0022566670%
TX1443	Winfield City, Texas	0.0001933330%
TX1444	Wink City, Texas	0.0000800000%
TX1445	Winkler County, Texas	0.0407753330%
TX1446	Winnsboro City, Texas	0.0191940000%
TX1447	Winona Town, Texas	0.0002126670%
TX1448	Winters City, Texas	0.0041526670%
TX1449	Wise County, Texas	0.1927160000%
TX1450	Wixon Valley City, Texas	0.0002940000%
TX1451	Wolfe City, Texas	0.0036440000%
TX1452	Wolfforth City, Texas	0.0026813330%
TX1453	Wood County, Texas	0.1780320000%
TX1454	Woodbranch City, Texas	0.0064113330%
TX1455	Woodcreek City, Texas	0.0002386670%
TX1456	Woodloch Town, Texas	0.0006746670%
TX1457	Woodsboro Town, Texas	0.0007533330%
TX1458	Woodson Town, Texas	0.0000813330%
TX1459	Woodville Town, Texas	0.0135600000%
TX1460	Woodway City, Texas	0.0171420000%
TX1461	Wortham Town, Texas	0.0002506670%
TX1462	Wylie City, Texas	0.0764720000%
TX1463	Yantis Town, Texas	0.0013813330%
TX1464	Yoakum City, Texas	0.0134733330%
TX1465	Yoakum County, Texas	0.0232826670%

TX1466	Yorktown City, Texas	0.0036313330%
TX1467	Young County, Texas	0.0294133330%
TX1468	Zapata County, Texas	0.0376533330%
TX1469	Zavala County, Texas	0.0254313330%
TX1470	Zavalla City, Texas	0.0007253330%

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Item 15.

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%
UT47	Ogden City, Utah	3.6512528708%
UT48	Orem City, Utah	1.8083710104%
UT49	Payson City, Utah	0.2381624015%

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Item 15.

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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Item 15.

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%
VT47	Cavendish Town, Vermont	0.0216955982%
VT48	Charleston Town, Vermont	0.0460098405%
VT49	Charlotte Town, Vermont	0.2587947007%

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Item 15.

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%
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%

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Item 15.

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%
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%

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Item 15.

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%
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%



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Item 15.

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%
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%

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Item 15.

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%
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%

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%
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%
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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Item 15.

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	0.190990353%
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%
WA47	Kelso City, Washington	0.1331145270%
WA48	Kenmore City, Washington	0.0204441024%
WA49	Kennewick City, Washington	0.5415650564%

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Item 15.

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%
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%

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Item 15.

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%



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Item 15.

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%
WI47	Grand Chute Town, Wisconsin	0.0981532206%
WI48	Grant County, Wisconsin	0.4925137943%
WI49	Green Bay City, Wisconsin	0.6017431882%

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Item 15.

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%
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%

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Item 15.

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 Lakes 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%
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%

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Item 15.

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%

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 Determination<sup>1</sup>**

<b>Participation Tier<sup>2</sup></b>	<b>Number of Settling States as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)<sup>3</sup></b>	<b>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)<sup>4,5</sup> (“Percentage of Litigating Subdivisions”)</b>	<b>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”)</b>
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)

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.TTTT 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.

<sup>4</sup> 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.

- <sup>5</sup> 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 Subdivisions<sup>16</sup>**

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	

<sup>16</sup> 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.



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|--|---|--|
| 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  
284. Sevier County, Arkansas  
285. Sharp County, Arkansas  
286. Siloam Springs city, Arkansas  
287. St. Francis County, Arkansas  
288. Stone County, Arkansas  
289. Texarkana city, Arkansas  
290. Van Buren city, Arkansas  
291. Van Buren County, Arkansas  
292. West Memphis city, Arkansas  
293. Yell County, Arkansas  
294. Adelanto city, California \*  
295. Alameda city, California \*  
296. Alameda County, California \*  
297. Alhambra city, California \*  
298. Aliso Viejo city, California \*  
299. Amador County, California \*  
300. Anaheim city, California \*  
301. Antioch city, California \*  
302. Apple Valley town, California \*  
303. Arcadia city, California \*  
304. Atascadero city, California \*  
305. Azusa city, California \*  
306. Bakersfield city, California \*  
307. Baldwin Park city, California \*  
308. Banning city, California \*  
309. Beaumont city, California \*  
310. Bell city, California \*  
311. Bell Gardens city, California \*  
312. Bellflower city, California \*  
313. Berkeley city, California \*  
314. Beverly Hills city, California \*  
315. Brea city, California \*  
316. Brentwood city, California \*  
317. Buena Park city, California \*  
318. Burbank city, California \*  
319. Burlingame city, California \*  
320. Butte County, California \*  
321. Calaveras County, California \*  
322. Calexico city, California \*  
323. Camarillo city, California \*  
324. Campbell city, California \*  
325. Carlsbad city, California \*  
326. Carson city, California \*  
327. Cathedral City city, California \*  
328. Ceres city, California \*  
329. Cerritos city, California \*  
330. Chico city, California \*  
331. Chino city, California \*  
332. Chino Hills city, California \*  
333. Chula Vista city, California \*  
334. Citrus Heights city, California \*  
335. Claremont city, California \*  
336. Clovis city, California \*  
337. Coachella city, California \*  
338. Colton city, California \*  
339. Compton city, California \*  
340. Concord city, California \*  
341. Contra Costa County, California \*  
342. Corona city, California \*  
343. Costa Mesa city, California \*  
344. Covina city, California \*  
345. Culver City city, California \*  
346. Cupertino city, California \*  
347. Cypress city, California \*  
348. Daly City city, California \*  
349. Dana Point city, California \*  
350. Danville town, California \*  
351. Davis city, California \*  
352. Delano city, California \*  
353. Diamond Bar city, California \*  
354. Downey city, California \*  
355. Dublin city, California \*  
356. Eastvale city, California \*  
357. El Cajon city, California \*  
358. El Centro city, California \*  
359. El Dorado County, California \*  
360. El Monte city, California \*  
361. El Paso de Robles (Paso Robles) city, California \*  
362. Elk Grove city, California \*  
363. Encinitas city, California \*  
364. Escondido city, California \*  
365. Fairfield city, California \*  
366. Folsom city, California \*  
367. Fontana city, California \*  
368. Foster City city, California \*  
369. Fountain Valley city, California \*  
370. Fremont city, California \*  
371. Fresno city, California \*  
372. Fresno County, California \*  
373. Fullerton city, California \*  
374. Garden Grove city, California \*  
375. Gardena city, California \*  
376. Gilroy city, California \*  
377. Glendale city, California \*  
378. Glendora city, California \*  
379. Goleta city, California \*  
380. Hanford city, California \*  
381. Hawthorne city, California \*  
382. Hayward city, California \*  
383. Hemet city, California \*  
384. Hesperia city, California \*  
385. Highland city, California \*  
386. Hollister city, California \*  
387. Humboldt County, California \*  
388. Huntington Beach city, California \*  
389. Huntington Park city, California \*  
390. Imperial County, California \*  
391. Indio city, California \*  
392. Inglewood city, California \*  
393. Irvine city, California \*  
394. Jurupa Valley city, California \*  
395. Kern County, California \*  
396. Kings County, California \*  
397. La Habra city, California \*  
398. La Mesa city, California \*  
399. La Mirada city, California \*  
400. La Puente city, California \*  
401. La Quinta city, California \*  
402. La Verne city, California \*  
403. Laguna Hills city, California \*  
404. Laguna Niguel city, California \*  
405. Lake County, California \*  
406. Lake Elsinore city, California \*  
407. Lake Forest city, California \*  
408. Lakewood city, California \*  
409. Lancaster city, California \*  
410. Lassen County, California \*  
411. Lawndale city, California \*  
412. Lincoln city, California \*  
413. Livermore city, California \*  
414. Lodi city, California \*  
415. Lompoc city, California \*  
416. Long Beach city, California \*  
417. Los Altos city, California \*  
418. Los Angeles city, California \*  
419. Los Angeles County, California \*  
420. Los Banos city, California \*  
421. Los Gatos town, California \*  
422. Lynwood city, California \*  
423. Madera city, California \*  
424. Madera County, California \*  
425. Manhattan Beach city, California \*  
426. Manteca city, California \*  
427. Marin County, California \*  
428. Martinez 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 \*
560. Tustin city, California \*
561. Union City city, California \*
562. Upland city, California \*
563. Vacaville city, California \*
564. Vallejo city, California \*
565. Ventura County, California \*
566. Victorville city, California \*
567. Visalia city, California \*
568. Vista city, California \*
569. Walnut Creek city, California \*
570. Watsonville city, California \*
571. West Covina city, California \*
572. West Hollywood city, California \*
573. West Sacramento city, California \*
574. Westminster city, California \*
575. Whittier city, California \*
576. Wildomar city, California \*
577. Woodland city, California \*
578. Yolo County, California \*
579. Yorba Linda city, California \*
580. Yuba City city, California \*
581. Yuba County, California \*
582. Yucaipa city, California \*
583. Agoura Hills city, California
584. Albany city, California
585. American Canyon city, California
586. Anderson city, California
587. Arcata city, California
588. Arroyo Grande city, California
589. Artesia city, California
590. Arvin city, California
591. Atwater city, California
592. Auburn city, California
593. Avenal city, California
594. Barstow city, California
595. Belmont city, California
596. Benicia city, California
597. Blythe city, California
598. Brawley city, California
599. Calabasas city, California
600. California City city, California
601. Canyon Lake city, California
602. Capitola city, California
603. Carpinteria city, California
604. Chowchilla city, California
605. Clayton city, California
606. Clearlake city, California
607. Coalinga city, California
608. Colusa County, California
609. Commerce city, California
610. Corcoran city, California
611. Coronado city, California
612. Cudahy city, California
613. Del Norte County, California
614. Desert Hot Springs city, California
615. Dinuba city, California
616. Dixon city, California
617. Duarte city, California
618. East Palo Alto city, California
619. El Cerrito city, California
620. El Segundo city, California
621. Emeryville city, California
622. Eureka city, California
623. Exeter city, California
624. Farmersville city, California
625. Fillmore city, California
626. Fortuna city, California
627. Galt city, California
628. Glenn County, California
629. Grand Terrace city, California
630. Grass Valley city, California
631. Greenfield city, California
632. Grover Beach city, California
633. Half Moon Bay city, California
634. Hawaiian Gardens city, California
635. Healdsburg city, California
636. Hercules city, California
637. Hermosa Beach city, California
638. Hillsborough town, California
639. Imperial Beach city, California
640. Imperial city, California
641. Inyo County, California
642. Kerman city, California
643. King City city, California
644. Kingsburg city, California
645. La Cañada Flintridge city, California
646. La Palma city, California
647. Lafayette city, California
648. Laguna Beach city, California
649. Laguna Woods city, California
650. Larkspur city, California
651. Lathrop city, California
652. Lemon Grove city, California
653. Lemoore city, California
654. Lindsay city, California
655. Livingston city, California
656. Loma Linda city, California
657. Lomita city, California
658. Los Alamitos city, California
659. Malibu city, California
660. Marina city, California
661. Mariposa County, California
662. Marysville city, California
663. Maywood city, California
664. McFarland city, California
665. Mendota city, California
666. Mill Valley city, California
667. Millbrae city, California
668. Mono County, California
669. Monterey city, California
670. Moraga town, California
671. Morro Bay city, California
672. Newman city, California
673. Norco city, California
674. Oakdale city, California
675. Orange Cove city, California
676. Orinda city, California
677. Oroville city, California
678. Pacific Grove city, California
679. Palos Verdes Estates city, California
680. Parlier city, California
681. Patterson city, California
682. Piedmont city, California
683. Pinole city, California
684. Placerville city, California
685. Plumas County, California
686. Port Hueneme city, California
687. Rancho Mirage city, California
688. Red Bluff city, California
689. Reedley city, California
690. Ridgecrest city, California
691. Ripon city, California
692. Riverbank city, California
693. San Anselmo town, California
694. San Fernando city, California
695. San Marino city, California
696. Sanger city, California
697. Santa Fe Springs city, California
698. Santa Paula city, California
699. Scotts Valley city, California
700. Seal Beach city, California
701. Selma city, California
702. Shafter city, California
703. Shasta Lake city, California
704. Sierra Madre city, California
705. Signal Hill city, California
706. Solana Beach city, California
707. Soledad city, California
708. Sonoma city, California
709. South El Monte city, California

710. South Lake Tahoe city, California
711. South Pasadena city, California
712. Suisun City city, California
713. Susanville city, California
714. Tehachapi city, California
715. Trinity County, California
716. Truckee town, California
717. Twentynine Palms city, California
718. Ukiah city, California
719. Walnut city, California
720. Wasco city, California
721. Windsor town, California
722. Yucca Valley town, California
723. Adams County, Colorado \*
724. Arapahoe County, Colorado \*
725. Arvada city, Colorado \*
726. Aurora city, Colorado \*
727. Boulder city, Colorado \*
728. Boulder County, Colorado \*
729. Brighton city, Colorado \*
730. Broomfield city / Broomfield County, Colorado \*
731. Castle Rock town, Colorado \*
732. Centennial city, Colorado \*
733. Colorado Springs city, Colorado \*
734. Commerce City city, Colorado \*
735. Delta County, Colorado \*
736. Denver city / Denver County, Colorado \*
737. Douglas County, Colorado \*
738. Eagle County, Colorado \*
739. El Paso County, Colorado \*
740. Englewood city, Colorado \*
741. Fort Collins city, Colorado \*
742. Fountain city, Colorado \*
743. Fremont County, Colorado \*
744. Garfield County, Colorado \*
745. Grand Junction city, Colorado \*
746. Greeley city, Colorado \*
747. Jefferson County, Colorado \*
748. La Plata County, Colorado \*
749. Lafayette city, Colorado \*
750. Lakewood city, Colorado \*
751. Larimer County, Colorado \*
752. Littleton city, Colorado \*
753. Longmont city, Colorado \*
754. Loveland city, Colorado \*
755. Mesa County, Colorado \*
756. Montrose County, Colorado \*
757. Northglenn city, Colorado \*
758. Parker town, Colorado \*
759. Pueblo city, Colorado \*
760. Pueblo County, Colorado \*
761. Summit County, Colorado \*
762. Thornton city, Colorado \*
763. Weld County, Colorado \*
764. Westminster city, Colorado \*
765. Wheat Ridge city, Colorado \*
766. Windsor town, Colorado \*
767. Alamosa County, Colorado
768. Archuleta County, Colorado
769. Cañon City city, Colorado
770. Castle Pines city, Colorado
771. Chaffee County, Colorado
772. Durango city, Colorado
773. Elbert County, Colorado
774. Erie town, Colorado
775. Evans city, Colorado
776. Federal Heights city, Colorado
777. Firestone town, Colorado
778. Fort Morgan city, Colorado
779. Frederick town, Colorado
780. Fruita city, Colorado
781. Golden city, Colorado
782. Grand County, Colorado
783. Greenwood Village city, Colorado
784. Gunnison County, Colorado
785. Johnstown town, Colorado
786. Las Animas County, Colorado
787. Logan County, Colorado
788. Lone Tree city, Colorado
789. Louisville city, Colorado
790. Moffat County, Colorado
791. Montezuma County, Colorado
792. Montrose city, Colorado
793. Morgan County, Colorado
794. Otero County, Colorado
795. Park County, Colorado
796. Pitkin County, Colorado
797. Prowers County, Colorado
798. Rio Grande County, Colorado
799. Routt County, Colorado
800. Steamboat Springs city, Colorado
801. Sterling city, Colorado
802. Superior town, 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 \*
808. Danbury city / Danbury town, Connecticut \*
809. East Hartford town, Connecticut \*
810. Enfield town, Connecticut \*
811. Fairfield town, Connecticut \*
812. Glastonbury town, Connecticut \*
813. Greenwich town, Connecticut \*
814. Groton town, Connecticut \*
815. Hamden town, Connecticut \*
816. Hartford city / Hartford town, Connecticut \*
817. Manchester town, Connecticut \*
818. Meriden city / Meriden town, Connecticut \*
819. Middletown city / Middletown town, Connecticut \*
820. Milford city, Connecticut \*
821. Milford town, Connecticut \*
822. Naugatuck borough / Naugatuck town, Connecticut \*
823. New Britain town / New Britain city, Connecticut \*
824. New Haven town / New Haven city, Connecticut \*
825. Newington town, Connecticut \*
826. Norwalk city / Norwalk town, Connecticut \*
827. Norwich city / Norwich town, Connecticut \*
828. Shelton city / Shelton town, Connecticut \*
829. Southington town, Connecticut \*
830. Stamford city / Stamford town, Connecticut \*
831. Stratford town, Connecticut \*
832. Torrington city / Torrington town, Connecticut \*
833. Trumbull town, Connecticut \*
834. Wallingford town, Connecticut \*
835. Waterbury city / Waterbury town, Connecticut \*
836. West Hartford town, Connecticut \*
837. West Haven city / West Haven town, Connecticut \*
838. Ansonia town / Ansonia city, Connecticut

839. Avon town, Connecticut  
840. Berlin town, Connecticut  
841. Bethel town, Connecticut  
842. Bloomfield town, Connecticut  
843. Branford town, Connecticut  
844. Brookfield town, Connecticut  
845. Canton town, Connecticut  
846. Cheshire town, Connecticut  
847. Clinton town, Connecticut  
848. Colchester town, Connecticut  
849. Coventry town, Connecticut  
850. Cromwell town, Connecticut  
851. Darien town, Connecticut  
852. Derby city / Derby town, Connecticut  
853. East Hampton town, Connecticut  
854. East Haven town, Connecticut  
855. East Lyme town, Connecticut  
856. East Windsor town, Connecticut  
857. Ellington town, Connecticut  
858. Farmington town, Connecticut  
859. Granby town, Connecticut  
860. Griswold town, Connecticut  
861. Guilford town, Connecticut  
862. Killingly town, Connecticut  
863. Ledyard town, Connecticut  
864. Madison town, Connecticut  
865. Mansfield town, Connecticut  
866. Monroe town, Connecticut  
867. Montville town, Connecticut  
868. New Canaan town, Connecticut  
869. New Fairfield town, Connecticut  
870. New London city / New London town, Connecticut  
871. New Milford town, Connecticut  
872. Newtown town, Connecticut  
873. North Branford town, Connecticut  
874. North Haven town, Connecticut  
875. Old Saybrook town, Connecticut  
876. Orange town, Connecticut  
877. Oxford town, Connecticut  
878. Plainfield town, Connecticut  
879. Plainville town, Connecticut  
880. Plymouth town, Connecticut  
881. Ridgefield town, Connecticut  
882. Rocky Hill town, Connecticut  
883. Seymour town, Connecticut  
884. Simsbury town, Connecticut  
885. Somers town, Connecticut  
886. South Windsor town, Connecticut  
887. Southbury town, Connecticut  
888. Stafford town, Connecticut  
889. Stonington town, Connecticut  
890. Suffield town, Connecticut  
891. Tolland town, Connecticut  
892. Vernon town, Connecticut  
893. Waterford town, Connecticut  
894. Watertown town, Connecticut  
895. Weston town, Connecticut  
896. Westport town, Connecticut  
897. Wethersfield town, Connecticut  
898. Wilton town, Connecticut  
899. Winchester town, Connecticut  
900. Windham town, Connecticut  
901. Windsor Locks town, Connecticut  
902. Windsor town, Connecticut  
903. Wolcott town, Connecticut  
904. Dover city, Delaware \*  
905. Kent County, Delaware \*  
906. New Castle County, Delaware \*  
907. Newark city, Delaware \*  
908. Sussex County, Delaware \*  
909. Wilmington city, Delaware \*  
910. Middletown town, Delaware  
911. Milford city, Delaware  
912. Smyrna town, Delaware  
913. Alachua County, Florida \*  
914. Altamonte Springs city, Florida \*  
915. Apopka city, Florida \*  
916. Aventura city, Florida \*  
917. Bay County, Florida \*  
918. Boca Raton city, Florida \*  
919. Bonita Springs city, Florida \*  
920. Boynton Beach city, Florida \*  
921. Bradenton city, Florida \*  
922. Brevard County, Florida \*  
923. Broward County, Florida \*  
924. Cape Coral city, Florida \*  
925. Charlotte County, Florida \*  
926. Citrus County, Florida \*  
927. Clay County, Florida \*  
928. Clearwater city, Florida \*  
929. Clermont city, Florida \*  
930. Coconut Creek city, Florida \*  
931. Collier County, Florida \*  
932. Columbia County, Florida \*  
933. Cooper City city, Florida \*  
934. Coral Gables city, Florida \*  
935. Coral Springs city, Florida \*  
936. Cutler Bay town, Florida \*  
937. Dania Beach city, Florida \*  
938. Davie town, Florida \*  
939. Daytona Beach city, Florida \*  
940. Deerfield Beach city, Florida \*  
941. DeLand city, Florida \*  
942. Delray Beach city, Florida \*  
943. Deltona city, Florida \*  
944. DeSoto County, Florida \*  
945. Doral city, Florida \*  
946. Dunedin city, Florida \*  
947. Duval County / Jacksonville city, Florida \*  
948. Escambia County, Florida \*  
949. Estero village, Florida \*  
950. Flagler County, Florida \*  
951. Fort Lauderdale city, Florida \*  
952. Fort Myers city, Florida \*  
953. Fort Pierce city, Florida \*  
954. Gadsden County, Florida \*  
955. Gainesville city, Florida \*  
956. Greenacres city, Florida \*  
957. Hallandale Beach city, Florida \*  
958. Hendry County, Florida \*  
959. Hernando County, Florida \*  
960. Hialeah city, Florida \*  
961. Highlands County, Florida \*  
962. Hillsborough County, Florida \*  
963. Hollywood city, Florida \*  
964. Homestead city, Florida \*  
965. Indian River County, Florida \*  
966. Jackson County, Florida \*  
967. Jupiter town, Florida \*  
968. Kissimmee city, Florida \*  
969. Lake County, Florida \*  
970. Lake Worth city, Florida \*  
971. Lakeland city, Florida \*  
972. Largo city, Florida \*  
973. Lauderdale Lakes city, Florida \*  
974. Lauderhill city, Florida \*  
975. Lee County, Florida \*  
976. Leon County, Florida \*  
977. Levy County, Florida \*  
978. Manatee County, Florida \*  
979. Margate city, Florida \*  
980. Marion County, Florida \*  
981. Martin County, Florida \*  
982. Melbourne city, Florida \*  
983. Miami Beach city, Florida \*  
984. Miami city, Florida \*

985. Miami Gardens city, Florida \*
986. Miami Lakes town, Florida \*
987. Miami-Dade County, Florida \*
988. Miramar city, Florida \*
989. Monroe County, Florida \*
990. Nassau County, Florida \*
991. North Lauderdale city, Florida \*
992. North Miami Beach city, Florida \*
993. North Miami city, Florida \*
994. North Port city, Florida \*
995. Oakland Park city, Florida \*
996. Ocala city, Florida \*
997. Ocoee city, Florida \*
998. Okaloosa County, Florida \*
999. Okeechobee County, Florida \*
1000. Orange County, Florida \*
1001. Orlando city, Florida \*
1002. Ormond Beach city, Florida \*
1003. Osceola County, Florida \*
1004. Oviedo city, Florida \*
1005. Palm Bay city, Florida \*
1006. Palm Beach County, Florida \*
1007. Palm Beach Gardens city, Florida \*
1008. Palm Coast city, Florida \*
1009. Panama City city, Florida \*
1010. Parkland city, Florida \*
1011. Pasco County, Florida \*
1012. Pembroke Pines city, Florida \*
1013. Pensacola city, Florida \*
1014. Pinellas County, Florida \*
1015. Pinellas Park city, Florida \*
1016. Plant City city, Florida \*
1017. Plantation city, Florida \*
1018. Polk County, Florida \*
1019. Pompano Beach city, Florida \*
1020. Port Orange city, Florida \*
1021. Port St. Lucie city, Florida \*
1022. Putnam County, Florida \*
1023. Riviera Beach city, Florida \*
1024. Royal Palm Beach village, Florida \*
1025. Sanford city, Florida \*
1026. Santa Rosa County, Florida \*
1027. Sarasota city, Florida \*
1028. Sarasota County, Florida \*
1029. Seminole County, Florida \*
1030. St. Cloud city, Florida \*
1031. St. Johns County, Florida \*
1032. St. Lucie County, Florida \*
1033. St. Petersburg city, Florida \*
1034. Sumter County, Florida \*
1035. Sunrise city, Florida \*
1036. Suwannee County, Florida \*
1037. Tallahassee city, Florida \*
1038. Tamarac city, Florida \*
1039. Tampa city, Florida \*
1040. Titusville city, Florida \*
1041. Volusia County, Florida \*
1042. Wakulla County, Florida \*
1043. Walton County, Florida \*
1044. Wellington village, Florida \*
1045. West Palm Beach city, Florida \*
1046. Weston city, Florida \*
1047. Winter Garden city, Florida \*
1048. Winter Haven city, Florida \*
1049. Winter Park city, Florida \*
1050. Winter Springs city, Florida \*
1051. Atlantic Beach city, Florida
1052. Auburndale city, Florida
1053. Avon Park city, Florida
1054. Baker County, Florida
1055. Bartow city, Florida
1056. Belle Glade city, Florida
1057. Bradford County, Florida
1058. Calhoun County, Florida
1059. Callaway city, Florida
1060. Cape Canaveral city, Florida
1061. Casselberry city, Florida
1062. Cocoa Beach city, Florida
1063. Cocoa city, Florida
1064. Crestview city, Florida
1065. DeBary city, Florida
1066. Destin city, Florida
1067. Dixie County, Florida
1068. Edgewater city, Florida
1069. Eustis city, Florida
1070. Fernandina Beach city, Florida
1071. Florida City city, Florida
1072. Fort Walton Beach city, Florida
1073. Franklin County, Florida
1074. Fruitland Park city, Florida
1075. Gilchrist County, Florida
1076. Glades County, Florida
1077. Groveland city, Florida
1078. Gulf County, Florida
1079. Gulfport city, Florida
1080. Haines City city, Florida
1081. Hamilton County, Florida
1082. Hardee County, Florida
1083. Hialeah Gardens city, Florida
1084. Holly Hill city, Florida
1085. Holmes County, Florida
1086. Jacksonville Beach city, Florida
1087. Jefferson County, Florida
1088. Key Biscayne village, Florida
1089. Key West city, Florida
1090. Lady Lake town, Florida
1091. Lake City city, Florida
1092. Lake Mary city, Florida
1093. Lake Wales city, Florida
1094. Lantana town, Florida
1095. Leesburg city, Florida
1096. Lighthouse Point city, Florida
1097. Longwood city, Florida
1098. Lynn Haven city, Florida
1099. Madison County, Florida
1100. Maitland city, Florida
1101. Marco Island city, Florida
1102. Miami Shores village, Florida
1103. Miami Springs city, Florida
1104. Milton city, Florida
1105. Minneola city, Florida
1106. Mount Dora city, Florida
1107. Naples city, Florida
1108. New Port Richey city, Florida
1109. New Smyrna Beach city, Florida
1110. Niceville city, Florida
1111. North Palm Beach village, Florida
1112. Oldsmar city, Florida
1113. Opa-locka city, Florida
1114. Orange City city, Florida
1115. Palatka city, Florida
1116. Palm Springs village, Florida
1117. Palmetto Bay village, Florida
1118. Palmetto city, Florida
1119. Panama City Beach city, Florida
1120. Pinecrest village, Florida
1121. Punta Gorda city, Florida
1122. Rockledge city, Florida
1123. Safety Harbor city, Florida
1124. Satellite Beach city, Florida
1125. Sebastian city, Florida
1126. Sebring city, Florida
1127. Seminole city, Florida
1128. South Daytona city, Florida
1129. South Miami city, Florida
1130. St. Augustine city, Florida
1131. Stuart city, Florida
1132. Sunny Isles Beach city, Florida
1133. Sweetwater city, Florida
1134. Tarpon Springs city, Florida
1135. Tavares city, Florida
1136. Taylor County, Florida
1137. Temple Terrace city, Florida
1138. Union County, Florida

1139. Venice city, Florida
1140. Vero Beach city, Florida
1141. Washington County, Florida
1142. West Melbourne city, Florida
1143. West Park city, Florida
1144. Wilton Manors city, Florida
1145. Zephyrhills city, Florida
1146. Albany city, Georgia \*
1147. Alpharetta city, Georgia \*
1148. Athens-Clarke County unified government, Georgia \*
1149. Atlanta city, Georgia \*
1150. Augusta-Richmond County consolidated government, Georgia \*
1151. Baldwin County, Georgia \*
1152. Barrow County, Georgia \*
1153. Bartow County, Georgia \*
1154. Brookhaven city, Georgia \*
1155. Bryan County, Georgia \*
1156. Bulloch County, Georgia \*
1157. Camden County, Georgia \*
1158. Canton city, Georgia \*
1159. Carroll County, Georgia \*
1160. Catoosa County, Georgia \*
1161. Chamblee city, Georgia \*
1162. Chatham County, Georgia \*
1163. Cherokee County, Georgia \*
1164. Clayton County, Georgia \*
1165. Cobb County, Georgia \*
1166. Coffee County, Georgia \*
1167. Colquitt County, Georgia \*
1168. Columbia County, Georgia \*
1169. Columbus city, Georgia \*
1170. Coweta County, Georgia \*
1171. Dalton city, Georgia \*
1172. DeKalb County, Georgia \*
1173. Dougherty County, Georgia \*
1174. Douglas County, Georgia \*
1175. Douglasville city, Georgia \*
1176. Dunwoody city, Georgia \*
1177. East Point city, Georgia \*
1178. Effingham County, Georgia \*
1179. Fayette County, Georgia \*
1180. Floyd County, Georgia \*
1181. Forsyth County, Georgia \*
1182. Fulton County, Georgia \*
1183. Gainesville city, Georgia \*
1184. Gilmer County, Georgia \*
1185. Glynn County, Georgia \*
1186. Gordon County, Georgia \*
1187. Gwinnett County, Georgia \*
1188. Habersham County, Georgia \*
1189. Hall County, Georgia \*
1190. Harris County, Georgia \*
1191. Henry County, Georgia \*
1192. Hinesville city, Georgia \*
1193. Houston County, Georgia \*
1194. Jackson County, Georgia \*
1195. Johns Creek city, Georgia \*
1196. Kennesaw city, Georgia \*
1197. LaGrange city, Georgia \*
1198. Laurens County, Georgia \*
1199. Lawrenceville city, Georgia \*
1200. Liberty County, Georgia \*
1201. Lowndes County, Georgia \*
1202. Lumpkin County, Georgia \*
1203. Macon-Bibb County, Georgia \*
1204. Marietta city, Georgia \*
1205. Milton city, Georgia \*
1206. Murray County, Georgia \*
1207. Newnan city, Georgia \*
1208. Newton County, Georgia \*
1209. Oconee County, Georgia \*
1210. Paulding County, Georgia \*
1211. Peachtree City city, Georgia \*
1212. Peachtree Corners city, Georgia \*
1213. Pickens County, Georgia \*
1214. Polk County, Georgia \*
1215. Rockdale County, Georgia \*
1216. Rome city, Georgia \*
1217. Roswell city, Georgia \*
1218. Sandy Springs city, Georgia \*
1219. Savannah city, Georgia \*
1220. Smyrna city, Georgia \*
1221. South Fulton city, Georgia \*
1222. Spalding County, Georgia \*
1223. Statesboro city, Georgia \*
1224. Stonecrest city, Georgia \*
1225. Thomas County, Georgia \*
1226. Tift County, Georgia \*
1227. Troup County, Georgia \*
1228. Tucker city, Georgia \*
1229. Valdosta city, Georgia \*
1230. Walker County, Georgia \*
1231. Walton County, Georgia \*
1232. Ware County, Georgia \*
1233. Warner Robins city, Georgia \*
1234. White County, Georgia \*
1235. Whitfield County, Georgia \*
1236. Woodstock city, Georgia \*
1237. Acworth city, Georgia
1238. Americus city, Georgia
1239. Appling County, Georgia
1240. Bacon County, Georgia
1241. Bainbridge city, Georgia
1242. Banks County, Georgia
1243. Ben Hill County, Georgia
1244. Berrien County, Georgia
1245. Bleckley County, Georgia
1246. Brantley County, Georgia
1247. Braselton town, Georgia
1248. Brooks County, Georgia
1249. Brunswick city, Georgia
1250. Buford city, Georgia
1251. Burke County, Georgia
1252. Butts County, Georgia
1253. Calhoun city, Georgia
1254. Candler County, Georgia
1255. Carrollton city, Georgia
1256. Cartersville city, Georgia
1257. Charlton County, Georgia
1258. Chattooga County, Georgia
1259. Clarkston city, Georgia
1260. College Park city, Georgia
1261. Conyers city, Georgia
1262. Cook County, Georgia
1263. Cordele city, Georgia
1264. Covington city, Georgia
1265. Crawford County, Georgia
1266. Crisp County, Georgia
1267. Cusseta-Chattahoochee County unified government, Georgia
1268. Dade County, Georgia
1269. Dallas city, Georgia
1270. Dawson County, Georgia
1271. Decatur city, Georgia
1272. Decatur County, Georgia
1273. Dodge County, Georgia
1274. Dooly County, Georgia
1275. Doraville city, Georgia
1276. Douglas city, Georgia
1277. Dublin city, Georgia
1278. Duluth city, Georgia
1279. Early County, Georgia
1280. Elbert County, Georgia
1281. Emanuel County, Georgia
1282. Evans County, Georgia
1283. Fairburn city, Georgia
1284. Fannin County, Georgia
1285. Fayetteville city, Georgia
1286. Forest Park city, Georgia
1287. Franklin County, Georgia
1288. Grady County, Georgia
1289. Greene County, Georgia
1290. Griffin city, Georgia
1291. Grovetown city, Georgia
1292. Haralson County, Georgia
1293. Hart County, Georgia
1294. Heard County, Georgia
1295. Holly Springs city, Georgia
1296. Jasper County, Georgia



1297. Jeff Davis County, Georgia  
 1298. Jefferson city, Georgia  
 1299. Jefferson County, Georgia  
 1300. Jones County, Georgia  
 1301. Kingsland city, Georgia  
 1302. Lamar County, Georgia  
 1303. Lanier County, Georgia  
 1304. Lee County, Georgia  
 1305. Lilburn city, Georgia  
 1306. Loganville city, Georgia  
 1307. Long County, Georgia  
 1308. Macon County, Georgia  
 1309. Madison County, Georgia  
 1310. McDonough city, Georgia  
 1311. McDuffie County, Georgia  
 1312. McIntosh County, Georgia  
 1313. Meriwether County, Georgia  
 1314. Milledgeville city, Georgia  
 1315. Mitchell County, Georgia  
 1316. Monroe city, Georgia  
 1317. Monroe County, Georgia  
 1318. Morgan County, Georgia  
 1319. Moultrie city, Georgia  
 1320. Norcross city, Georgia  
 1321. Oglethorpe County, Georgia  
 1322. Peach County, Georgia  
 1323. Perry city, Georgia  
 1324. Pierce County, Georgia  
 1325. Pike County, Georgia  
 1326. Pooler city, Georgia  
 1327. Powder Springs city, Georgia  
 1328. Pulaski County, Georgia  
 1329. Putnam County, Georgia  
 1330. Rabun County, Georgia  
 1331. Richmond Hill city, Georgia  
 1332. Rincon city, Georgia  
 1333. Riverdale city, Georgia  
 1334. Screven County, Georgia  
 1335. Snellville city, Georgia  
 1336. St. Marys city, Georgia  
 1337. Stephens County, Georgia  
 1338. Stockbridge city, Georgia  
 1339. Sugar Hill city, Georgia  
 1340. Sumter County, Georgia  
 1341. Suwanee city, Georgia  
 1342. Tattnall County, Georgia  
 1343. Telfair County, Georgia  
 1344. Thomasville city, Georgia  
 1345. Tifton city, Georgia  
 1346. Toombs County, Georgia  
 1347. Towns County, Georgia  
 1348. Union City city, Georgia  
 1349. Union County, Georgia  
 1350. Upson County, Georgia  
 1351. Vidalia city, Georgia
1352. Villa Rica city, Georgia  
 1353. Washington County, Georgia  
 1354. Waycross city, Georgia  
 1355. Wayne County, Georgia  
 1356. Winder city, Georgia  
 1357. Worth County, Georgia  
 1358. Hawaii County, Hawaii \*  
 1359. Honolulu County, Hawaii \*  
 1360. Kauai County, Hawaii \*  
 1361. Maui County, Hawaii \*  
 1362. Ada County, Idaho \*  
 1363. Bannock County, Idaho \*  
 1364. Bingham County, Idaho \*  
 1365. Boise City city, Idaho \*  
 1366. Bonner County, Idaho \*  
 1367. Bonneville County, Idaho \*  
 1368. Caldwell city, Idaho \*  
 1369. Canyon County, Idaho \*  
 1370. Coeur d'Alene city, Idaho \*  
 1371. Idaho Falls city, Idaho \*  
 1372. Kootenai County, Idaho \*  
 1373. Latah County, Idaho \*  
 1374. Lewiston city, Idaho \*  
 1375. Madison County, Idaho \*  
 1376. Meridian city, Idaho \*  
 1377. Nampa city, Idaho \*  
 1378. Nez Perce County, Idaho \*  
 1379. Pocatello city, Idaho \*  
 1380. Post Falls city, Idaho \*  
 1381. Twin Falls city, Idaho \*  
 1382. Twin Falls County, Idaho \*  
 1383. Ammon city, Idaho  
 1384. Blackfoot city, Idaho  
 1385. Blaine County, Idaho  
 1386. Boundary County, Idaho  
 1387. Burley city, Idaho  
 1388. Cassia County, Idaho  
 1389. Chubbuck city, Idaho  
 1390. Eagle city, Idaho  
 1391. Elmore County, Idaho  
 1392. Franklin County, Idaho  
 1393. Fremont County, Idaho  
 1394. Garden City city, Idaho  
 1395. Gem County, Idaho  
 1396. Gooding County, Idaho  
 1397. Hayden city, Idaho  
 1398. Idaho County, Idaho  
 1399. Jefferson County, Idaho  
 1400. Jerome city, Idaho  
 1401. Jerome County, Idaho  
 1402. Kuna city, Idaho  
 1403. Minidoka County, Idaho  
 1404. Moscow city, Idaho  
 1405. Mountain Home city, Idaho  
 1406. Owyhee County, Idaho
1407. Payette County, Idaho  
 1408. Rexburg city, Idaho  
 1409. Shoshone County, Idaho  
 1410. Star city, Idaho  
 1411. Teton County, Idaho  
 1412. Valley County, Idaho  
 1413. Washington County, Idaho  
 1414. Adams County, Illinois \*  
 1415. Addison township, Illinois \*  
 1416. Addison village, Illinois \*  
 1417. Algonquin township, Illinois \*  
 1418. Algonquin village, Illinois \*  
 1419. Arlington Heights village, Illinois \*  
 1420. Aurora city, Illinois \*  
 1421. Aurora township, Illinois \*  
 1422. Avon township, Illinois \*  
 1423. Bartlett village, Illinois \*  
 1424. Batavia township, Illinois \*  
 1425. Belleville city, Illinois \*  
 1426. Berwyn city, Illinois \*  
 1427. Berwyn township, Illinois \*  
 1428. Bloom township, Illinois \*  
 1429. Bloomingdale township, Illinois \*  
 1430. Bloomington city, Illinois \*  
 1431. Bloomington City township, Illinois \*  
 1432. Bolingbrook village, Illinois \*  
 1433. Boone County, Illinois \*  
 1434. Bourbonnais township, Illinois \*  
 1435. Bremen township, Illinois \*  
 1436. Bristol township, Illinois \*  
 1437. Buffalo Grove village, Illinois \*  
 1438. Bureau County, Illinois \*  
 1439. Calumet City city, Illinois \*  
 1440. Capital township, Illinois \*  
 1441. Carol Stream village, Illinois \*  
 1442. Carpentersville village, Illinois \*  
 1443. Caseyville township, Illinois \*  
 1444. Champaign city, Illinois \*  
 1445. Champaign City township, Illinois \*  
 1446. Champaign County, Illinois \*  
 1447. Chicago city, Illinois \*  
 1448. Christian County, Illinois \*  
 1449. Cicero town / Cicero township, Illinois \*  
 1450. Clinton County, Illinois \*  
 1451. Coles County, Illinois \*  
 1452. Collinsville township, Illinois \*

1453. Cook County, Illinois \*
1454. Crystal Lake city, Illinois \*
1455. Cunningham township, Illinois \*
1456. Danville city, Illinois \*
1457. Decatur city, Illinois \*
1458. Decatur township, Illinois \*
1459. DeKalb city, Illinois \*
1460. DeKalb County, Illinois \*
1461. DeKalb township, Illinois \*
1462. Des Plaines city, Illinois \*
1463. Downers Grove township, Illinois \*
1464. Downers Grove village, Illinois \*
1465. Du Page township, Illinois \*
1466. Dundee township, Illinois \*
1467. DuPage County, Illinois \*
1468. Edwardsville township, Illinois \*
1469. Effingham County, Illinois \*
1470. Ela township, Illinois \*
1471. Elgin city, Illinois \*
1472. Elgin township, Illinois \*
1473. Elk Grove township, Illinois \*
1474. Elk Grove Village village, Illinois \*
1475. Elmhurst city, Illinois \*
1476. Evanston city, Illinois \*
1477. Frankfort township, Illinois \*
1478. Franklin County, Illinois \*
1479. Fremont township, Illinois \*
1480. Fulton County, Illinois \*
1481. Galesburg city, Illinois \*
1482. Galesburg City township, Illinois \*
1483. Glendale Heights village, Illinois \*
1484. Glenview village, Illinois \*
1485. Grafton township, Illinois \*
1486. Grundy County, Illinois \*
1487. Gurnee village, Illinois \*
1488. Hanover Park village, Illinois \*
1489. Hanover township, Illinois \*
1490. Harlem township, Illinois \*
1491. Henry County, Illinois \*
1492. Hoffman Estates village, Illinois \*
1493. Homer township, Illinois \*
1494. Jackson County, Illinois \*
1495. Jefferson County, Illinois \*
1496. Joliet city, Illinois \*
1497. Joliet township, Illinois \*
1498. Kane County, Illinois \*
1499. Kankakee County, Illinois \*
1500. Kendall County, Illinois \*
1501. Knox County, Illinois \*
1502. Lake County, Illinois \*
1503. Lake Villa township, Illinois \*
1504. LaSalle County, Illinois \*
1505. Lee County, Illinois \*
1506. Leyden township, Illinois \*
1507. Libertyville township, Illinois \*
1508. Lisle township, Illinois \*
1509. Livingston County, Illinois \*
1510. Lockport township, Illinois \*
1511. Lombard village, Illinois \*
1512. Lyons township, Illinois \*
1513. Macon County, Illinois \*
1514. Macoupin County, Illinois \*
1515. Madison County, Illinois \*
1516. Maine township, Illinois \*
1517. Marion County, Illinois \*
1518. McHenry County, Illinois \*
1519. McHenry township, Illinois \*
1520. McLean County, Illinois \*
1521. Milton township, Illinois \*
1522. Moline city, Illinois \*
1523. Monroe County, Illinois \*
1524. Moraine township, Illinois \*
1525. Morgan County, Illinois \*
1526. Mount Prospect village, Illinois \*
1527. Mundelein village, Illinois \*
1528. Naperville city, Illinois \*
1529. Naperville township, Illinois \*
1530. New Lenox township, Illinois \*
1531. New Trier township, Illinois \*
1532. Niles township, Illinois \*
1533. Normal town, Illinois \*
1534. Normal township, Illinois \*
1535. Northbrook village, Illinois \*
1536. Northfield township, Illinois \*
1537. Nunda township, Illinois \*
1538. Oak Lawn village, Illinois \*
1539. Oak Park township, Illinois \*
1540. Oak Park village, Illinois \*
1541. Ogle County, Illinois \*
1542. Orland Park village, Illinois \*
1543. Orland township, Illinois \*
1544. Oswego township, Illinois \*
1545. Oswego village, Illinois \*
1546. Palatine township, Illinois \*
1547. Palatine village, Illinois \*
1548. Palos township, Illinois \*
1549. Park Ridge city, Illinois \*
1550. Pekin city, Illinois \*
1551. Peoria city, Illinois \*
1552. Peoria City township, Illinois \*
1553. Peoria County, Illinois \*
1554. Plainfield township, Illinois \*
1555. Plainfield village, Illinois \*
1556. Proviso township, Illinois \*
1557. Quincy city, Illinois \*
1558. Quincy township, Illinois \*
1559. Randolph County, Illinois \*
1560. Rich township, Illinois \*
1561. Rock Island city, Illinois \*
1562. Rock Island County, Illinois \*
1563. Rockford city, Illinois \*
1564. Rockford township, Illinois \*
1565. Romeoville village, Illinois \*
1566. Sangamon County, Illinois \*
1567. Schaumburg township, Illinois \*
1568. Schaumburg village, Illinois \*
1569. Shields township, Illinois \*
1570. Skokie village, Illinois \*
1571. South Moline township, Illinois \*
1572. Springfield city, Illinois \*
1573. St. Charles city, Illinois \*
1574. St. Charles township, Illinois \*
1575. St. Clair County, Illinois \*
1576. St. Clair township, Illinois \*
1577. Stephenson County, Illinois \*
1578. Stickney township, Illinois \*
1579. Streamwood village, Illinois \*
1580. Tazewell County, Illinois \*
1581. Thornton township, Illinois \*
1582. Tinley Park village, Illinois \*
1583. Troy township, Illinois \*
1584. Urbana city, Illinois \*
1585. Vermilion County, Illinois \*
1586. Vernon township, Illinois \*
1587. Warren township, Illinois \*
1588. Waukegan city, Illinois \*
1589. Waukegan township, Illinois \*
1590. Wayne township, Illinois \*
1591. West Deerfield township, Illinois \*
1592. Wheatland township, Illinois \*
1593. Wheaton city, Illinois \*
1594. Wheeling township, Illinois \*
1595. Wheeling village, Illinois \*
1596. Whiteside County, Illinois \*
1597. Will County, Illinois \*
1598. Williamson County, Illinois \*
1599. Winfield township, Illinois \*
1600. Winnebago County, Illinois \*

1601. Wood River township, Illinois \*
1602. Woodford County, Illinois \*
1603. Woodridge village, Illinois \*
1604. Worth township, Illinois \*
1605. York township, Illinois \*
1606. Alsip village, Illinois
1607. Alton city, Illinois
1608. Alton township, Illinois
1609. Antioch township, Illinois
1610. Antioch village, Illinois
1611. Aux Sable township, Illinois
1612. Barrington township, Illinois
1613. Barrington village, Illinois
1614. Batavia city, Illinois
1615. Beach Park village, Illinois
1616. Bellwood village, Illinois
1617. Belvidere city, Illinois
1618. Belvidere township, Illinois
1619. Bensenville village, Illinois
1620. Benton township, Illinois
1621. Blackberry township, Illinois
1622. Bloomingdale village, Illinois
1623. Blue Island city, Illinois
1624. Bond County, Illinois
1625. Bourbonnais village, Illinois
1626. Bradley village, Illinois
1627. Bridgeview village, Illinois
1628. Brookfield village, Illinois
1629. Bruce township, Illinois
1630. Burbank city, Illinois
1631. Burr Ridge village, Illinois
1632. Cahokia village, Illinois
1633. Calumet township, Illinois
1634. Campton Hills village, Illinois
1635. Campton township, Illinois
1636. Canton city, Illinois
1637. Canton township, Illinois
1638. Carbondale city, Illinois
1639. Carbondale township, Illinois
1640. Carroll County, Illinois
1641. Cary village, Illinois
1642. Cass County, Illinois
1643. Centralia city, Illinois
1644. Centralia township, Illinois
1645. Centreville township, Illinois
1646. Champaign township, Illinois
1647. Channahon township, Illinois
1648. Channahon village, Illinois
1649. Charleston city, Illinois
1650. Charleston township, Illinois
1651. Chatham village, Illinois
1652. Cherry Valley township, Illinois
1653. Chicago Heights city, Illinois
1654. Chicago Ridge village, Illinois
1655. Clark County, Illinois
1656. Clay County, Illinois
1657. Collinsville city, Illinois
1658. Coloma township, Illinois
1659. Columbia city, Illinois
1660. Cortland township, Illinois
1661. Country Club Hills city, Illinois
1662. Crawford County, Illinois
1663. Crest Hill city, Illinois
1664. Crestwood village, Illinois
1665. Crete township, Illinois
1666. Cuba township, Illinois
1667. Cumberland County, Illinois
1668. Danville township, Illinois
1669. Darien city, Illinois
1670. De Witt County, Illinois
1671. Deerfield village, Illinois
1672. Dixon city, Illinois
1673. Dixon township, Illinois
1674. Dolton village, Illinois
1675. Dorr township, Illinois
1676. Douglas County, Illinois
1677. Douglas township, Illinois
1678. East Moline city, Illinois
1679. East Peoria city, Illinois
1680. East St. Louis city, Illinois
1681. East St. Louis township, Illinois
1682. Edgar County, Illinois
1683. Edwardsville city, Illinois
1684. Effingham city, Illinois
1685. Elmwood Park village, Illinois
1686. Evergreen Park village, Illinois
1687. Fairview Heights city, Illinois
1688. Fayette County, Illinois
1689. Flagg township, Illinois
1690. Fondulac township, Illinois
1691. Ford County, Illinois
1692. Forest Park village, Illinois
1693. Fox Lake village, Illinois
1694. Frankfort village, Illinois
1695. Franklin Park village, Illinois
1696. Freeport city, Illinois
1697. Freeport township, Illinois
1698. Geneva city, Illinois
1699. Geneva township, Illinois
1700. Glen Carbon village, Illinois
1701. Glen Ellyn village, Illinois
1702. Godfrey township, Illinois
1703. Godfrey village, Illinois
1704. Granite City city, Illinois
1705. Granite City township, Illinois
1706. Grant township, Illinois
1707. Grayslake village, Illinois
1708. Greene County, Illinois
1709. Greenwood township, Illinois
1710. Groveland township, Illinois
1711. Hampton township, Illinois
1712. Hancock County, Illinois
1713. Harrisburg township, Illinois
1714. Harvey city, Illinois
1715. Hazel Crest village, Illinois
1716. Herrin city, Illinois
1717. Hickory Hills city, Illinois
1718. Hickory Point township, Illinois
1719. Highland Park city, Illinois
1720. Hinsdale village, Illinois
1721. Homer Glen village, Illinois
1722. Homewood village, Illinois
1723. Huntley village, Illinois
1724. Iroquois County, Illinois
1725. Jacksonville city, Illinois
1726. Jarvis township, Illinois
1727. Jersey County, Illinois
1728. Jo Daviess County, Illinois
1729. Johnson County, Illinois
1730. Justice village, Illinois
1731. Kankakee city, Illinois
1732. Kankakee township, Illinois
1733. Kewanee city, Illinois
1734. La Grange Park village, Illinois
1735. La Grange village, Illinois
1736. Lake Forest city, Illinois
1737. Lake in the Hills village, Illinois
1738. Lake Zurich village, Illinois
1739. Lansing village, Illinois
1740. LaSalle township, Illinois
1741. Lawrence County, Illinois
1742. Lemont township, Illinois
1743. Lemont village, Illinois
1744. Libertyville village, Illinois
1745. Limestone township, Illinois
1746. Lincoln city, Illinois
1747. Lincolnwood village, Illinois
1748. Lindenhurst village, Illinois
1749. Lisle village, Illinois
1750. Little Rock township, Illinois
1751. Lockport city, Illinois
1752. Logan County, Illinois
1753. Long Creek township, Illinois
1754. Loves Park city, Illinois
1755. Lyons village, Illinois
1756. Machesney Park village, Illinois

1757. Macomb city, Illinois  
 1758. Macomb City township, Illinois  
 1759. Mahomet township, Illinois  
 1760. Manhattan township, Illinois  
 1761. Manteno township, Illinois  
 1762. Marion city, Illinois  
 1763. Markham city, Illinois  
 1764. Marshall County, Illinois  
 1765. Mason County, Illinois  
 1766. Massac County, Illinois  
 1767. Matteson village, Illinois  
 1768. Mattoon city, Illinois  
 1769. Mattoon township, Illinois  
 1770. Maywood village, Illinois  
 1771. McDonough County, Illinois  
 1772. McHenry city, Illinois  
 1773. Medina township, Illinois  
 1774. Melrose Park village, Illinois  
 1775. Menard County, Illinois  
 1776. Mercer County, Illinois  
 1777. Midlothian village, Illinois  
 1778. Minooka village, Illinois  
 1779. Mokena village, Illinois  
 1780. Moline township, Illinois  
 1781. Monee township, Illinois  
 1782. Montgomery County, Illinois  
 1783. Montgomery village, Illinois  
 1784. Morris city, Illinois  
 1785. Morton Grove village, Illinois  
 1786. Morton township, Illinois  
 1787. Morton village, Illinois  
 1788. Moultrie County, Illinois  
 1789. Mount Vernon city, Illinois  
 1790. Mount Vernon township, Illinois  
 1791. Nameoki township, Illinois  
 1792. New Lenox village, Illinois  
 1793. Newell township, Illinois  
 1794. Niles village, Illinois  
 1795. Norridge village, Illinois  
 1796. North Aurora village, Illinois  
 1797. North Chicago city, Illinois  
 1798. Northlake city, Illinois  
 1799. Norwood Park township, Illinois  
 1800. O'Fallon city, Illinois  
 1801. O'Fallon township, Illinois  
 1802. Oak Forest city, Illinois  
 1803. Ottawa city, Illinois  
 1804. Ottawa township, Illinois  
 1805. Palos Heights city, Illinois  
 1806. Palos Hills city, Illinois  
 1807. Park Forest village, Illinois  
 1808. Pekin township, Illinois  
 1809. Perry County, Illinois  
 1810. Peru township, Illinois  
 1811. Piatt County, Illinois  
 1812. Pike County, Illinois  
 1813. Plano city, Illinois  
 1814. Pontiac city, Illinois  
 1815. Pontiac township, Illinois  
 1816. Prospect Heights city, Illinois  
 1817. Rantoul township, Illinois  
 1818. Rantoul village, Illinois  
 1819. Richland County, Illinois  
 1820. Richton Park village, Illinois  
 1821. River Forest township, Illinois  
 1822. River Forest village, Illinois  
 1823. Riverdale village, Illinois  
 1824. Riverside township, Illinois  
 1825. Rock Island township, Illinois  
 1826. Rockton township, Illinois  
 1827. Rolling Meadows city, Illinois  
 1828. Roscoe township, Illinois  
 1829. Roscoe village, Illinois  
 1830. Roselle village, Illinois  
 1831. Round Lake Beach village, Illinois  
 1832. Round Lake village, Illinois  
 1833. Rutland township, Illinois  
 1834. Saline County, Illinois  
 1835. Sauk Village village, Illinois  
 1836. Schiller Park village, Illinois  
 1837. Shelby County, Illinois  
 1838. Shiloh Valley township, Illinois  
 1839. Shiloh village, Illinois  
 1840. Shorewood village, Illinois  
 1841. South Elgin village, Illinois  
 1842. South Holland village, Illinois  
 1843. South Rock Island township, Illinois  
 1844. Sterling city, Illinois  
 1845. Sterling township, Illinois  
 1846. Streator city, Illinois  
 1847. Sugar Grove township, Illinois  
 1848. Summit village, Illinois  
 1849. Swansea village, Illinois  
 1850. Sycamore city, Illinois  
 1851. Sycamore township, Illinois  
 1852. Taylorville city, Illinois  
 1853. Taylorville township, Illinois  
 1854. Troy city, Illinois  
 1855. Union County, Illinois  
 1856. Vernon Hills village, Illinois  
 1857. Villa Park village, Illinois  
 1858. Wabash County, Illinois  
 1859. Warren County, Illinois  
 1860. Warrenville city, Illinois  
 1861. Washington city, Illinois  
 1862. Washington County, Illinois  
 1863. Washington township, Illinois  
 1864. Waterloo city, Illinois  
 1865. Wauconda township, Illinois  
 1866. Wauconda village, Illinois  
 1867. Wayne County, Illinois  
 1868. West Chicago city, Illinois  
 1869. Westchester village, Illinois  
 1870. Western Springs village, Illinois  
 1871. Westmont village, Illinois  
 1872. White County, Illinois  
 1873. Wilmette village, Illinois  
 1874. Winnetka village, Illinois  
 1875. Wood Dale city, Illinois  
 1876. Wood River city, Illinois  
 1877. Woodside township, Illinois  
 1878. Woodstock city, Illinois  
 1879. Worth village, Illinois  
 1880. Yorkville city, Illinois  
 1881. Zion city, Illinois  
 1882. Zion township, Illinois  
 1883. Aboite township, Indiana \*  
 1884. Adams County, Indiana \*  
 1885. Adams township, Indiana \*  
 1886. Allen County, Indiana \*  
 1887. Anderson city, Indiana \*  
 1888. Anderson township, Indiana \*  
 1889. Bartholomew County, Indiana \*  
 1890. Bloomington city, Indiana \*  
 1891. Bloomington township, Indiana \*  
 1892. Boone County, Indiana \*  
 1893. Calumet township, Indiana \*  
 1894. Carmel city, Indiana \*  
 1895. Cass County, Indiana \*  
 1896. Center township, Indiana \*  
 1897. Center township, Indiana \*  
 1898. Center township, Indiana \*  
 1899. Center township, Indiana \*  
 1900. Center township, Indiana \*  
 1901. Center township, Indiana \*  
 1902. Clark County, Indiana \*  
 1903. Clay township, Indiana \*  
 1904. Clay township, Indiana \*  
 1905. Clinton County, Indiana \*  
 1906. Columbus city, Indiana \*  
 1907. Columbus township, Indiana \*  
 1908. Concord township, Indiana \*  
 1909. Crown Point city, Indiana \*  
 1910. Daviess County, Indiana \*  
 1911. Dearborn County, Indiana \*  
 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. Clarksville town, Indiana
1951. Knox County, Indiana *	2004. Vigo County, Indiana *	2051. Clay County, Indiana
1952. Kokomo city, Indiana *	2005. Wabash County, Indiana *	2052. Cleveland township, Indiana
1953. Kosciusko County, Indiana *	2006. Wabash township, Indiana *	2053. Columbia township, Indiana
1954. Lafayette city, Indiana *	2007. Warren township, Indiana *	2054. Connersville city, Indiana
1955. LaGrange County, Indiana *	2008. Warrick County, Indiana *	2055. Connersville township, Indiana
1956. Lake County, Indiana *	2009. Washington township, Indiana *	2056. Coolspring township, Indiana
1957. LaPorte County, Indiana *	2010. Washington township, Indiana *	2057. Crawford County, Indiana
1958. Lawrence city, Indiana *	2011. Washington township, Indiana *	2058. Crawfordsville city, Indiana
1959. Lawrence County, Indiana *	2012. Washington township, Indiana *	2059. Danville town, Indiana
1960. Lawrence township, Indiana *		2060. Decatur County, Indiana
1961. Lincoln township, Indiana *		2061. Dyer town, Indiana
1962. Madison County, Indiana *		2062. East Chicago city, Indiana
1963. Marion County / Indianapolis city, Indiana *		2063. Eel township, Indiana
1964. Marshall County, Indiana *		2064. Fall Creek township, Indiana
1965. Merrillville town, Indiana *		2065. Fayette County, Indiana

2066.	Fountain County, Indiana	2119.	Peru city, Indiana	2174.	Cerro Gordo County, Iowa *
2067.	Frankfort city, Indiana	2120.	Peru township, Indiana	2175.	Clinton County, Iowa *
2068.	Franklin city, Indiana	2121.	Pigeon township, Indiana	2176.	Council Bluffs city, Iowa *
2069.	Franklin County, Indiana	2122.	Pike County, Indiana	2177.	Dallas County, Iowa *
2070.	Franklin township, Indiana	2123.	Pipe Creek township, Indiana	2178.	Davenport city, Iowa *
2071.	Fulton County, Indiana	2124.	Pleasant township, Indiana	2179.	Des Moines city, Iowa *
2072.	Georgetown township, Indiana	2125.	Posey County, Indiana	2180.	Des Moines County, Iowa *
2073.	Greencastle city, Indiana	2126.	Pulaski County, Indiana	2181.	Dubuque city, Iowa *
2074.	Greencastle township, Indiana	2127.	Randolph County, Indiana	2182.	Dubuque County, Iowa *
2075.	Greenfield city, Indiana	2128.	Richland township, Indiana	2183.	Iowa City city, Iowa *
2076.	Greensburg city, Indiana	2129.	Ripley County, Indiana	2184.	Jasper County, Iowa *
2077.	Griffith town, Indiana	2130.	Rush County, Indiana	2185.	Johnson County, Iowa *
2078.	Hanover township, Indiana	2131.	Schererville town, Indiana	2186.	Lee County, Iowa *
2079.	Harris township, Indiana	2132.	Scott County, Indiana	2187.	Linn County, Iowa *
2080.	Harrison township, Indiana	2133.	Seymour city, Indiana	2188.	Marion city, Iowa *
2081.	Henry township, Indiana	2134.	Shawswick township, Indiana	2189.	Marion County, Iowa *
2082.	Highland town, Indiana	2135.	Shelbyville city, Indiana	2190.	Marshall County, Iowa *
2083.	Hobart city, Indiana	2136.	Silver Creek township, Indiana	2191.	Muscatine County, Iowa *
2084.	Honey Creek township, Indiana	2137.	Speedway town, Indiana	2192.	Polk County, Iowa *
2085.	Huntington city, Indiana	2138.	Spencer County, Indiana	2193.	Pottawattamie County, Iowa *
2086.	Huntington township, Indiana	2139.	St. John town, Indiana	2194.	Scott County, Iowa *
2087.	Jackson township, Indiana	2140.	Starke County, Indiana	2195.	Sioux City city, Iowa *
2088.	Jackson township, Indiana	2141.	Sugar Creek township, Indiana	2196.	Sioux County, Iowa *
2089.	Jasper city, Indiana	2142.	Sullivan County, Indiana	2197.	Story County, Iowa *
2090.	Jay County, Indiana	2143.	Switzerland County, Indiana	2198.	Urbandale city, Iowa *
2091.	Jefferson township, Indiana	2144.	Tipton County, Indiana	2199.	Wapello County, Iowa *
2092.	Jennings County, Indiana	2145.	Troy township, Indiana	2200.	Warren County, Iowa *
2093.	Keener township, Indiana	2146.	Union township, Indiana	2201.	Waterloo city, Iowa *
2094.	La Porte city, Indiana	2147.	Union township, Indiana	2202.	Webster County, Iowa *
2095.	Lake Station city, Indiana	2148.	Van Buren township, Indiana	2203.	West Des Moines city, Iowa *
2096.	Lawrenceburg township, Indiana	2149.	Vermillion County, Indiana	2204.	Woodbury County, Iowa *
2097.	Lebanon city, Indiana	2150.	Vernon township, Indiana	2205.	Allamakee County, Iowa
2098.	Logansport city, Indiana	2151.	Vincennes city, Indiana	2206.	Altoona city, Iowa
2099.	Lost Creek township, Indiana	2152.	Vincennes township, Indiana	2207.	Appanoose County, Iowa
2100.	Madison city, Indiana	2153.	Warsaw city, Indiana	2208.	Benton County, Iowa
2101.	Madison township, Indiana	2154.	Washington city, Indiana	2209.	Boone city, Iowa
2102.	Marion city, Indiana	2155.	Washington County, Indiana	2210.	Boone County, Iowa
2103.	Martin County, Indiana	2156.	Washington township, Indiana	2211.	Bremer County, Iowa
2104.	Martinsville city, Indiana	2157.	Washington township, Indiana	2212.	Buchanan County, Iowa
2105.	Michigan township, Indiana	2158.	Washington township, Indiana	2213.	Buena Vista County, Iowa
2106.	Mill township, Indiana	2159.	Washington township, Indiana	2214.	Burlington city, Iowa
2107.	Munster town, Indiana	2160.	Wayne township, Indiana	2215.	Butler County, Iowa
2108.	New Castle city, Indiana	2161.	Wayne township, Indiana	2216.	Carroll County, Iowa
2109.	New Haven city, Indiana	2162.	Wells County, Indiana	2217.	Cass County, Iowa
2110.	Newton County, Indiana	2163.	Westchester township, Indiana	2218.	Cedar County, Iowa
2111.	Noble township, Indiana	2164.	White County, Indiana	2219.	Cherokee County, Iowa
2112.	Orange County, Indiana	2165.	Winfield township, Indiana	2220.	Chickasaw County, Iowa
2113.	Osolo township, Indiana	2166.	Yorktown town, Indiana	2221.	Clay County, Iowa
2114.	Owen County, Indiana	2167.	Zionsville town, Indiana	2222.	Clayton County, Iowa
2115.	Parke County, Indiana	2168.	Ames city, Iowa *	2223.	Clinton city, Iowa
2116.	Patoka township, Indiana	2169.	Ankeny city, Iowa *	2224.	Clive city, Iowa
2117.	Perry County, Indiana	2170.	Bettendorf city, Iowa *	2225.	Coralville city, Iowa
2118.	Perry township, Indiana	2171.	Black Hawk County, Iowa *	2226.	Crawford County, Iowa
		2172.	Cedar Falls city, Iowa *	2227.	Delaware County, Iowa
		2173.	Cedar Rapids city, Iowa *	2228.	Dickinson County, Iowa

2229. Fairfield city, Iowa  
 2230. Fayette County, Iowa  
 2231. Floyd County, Iowa  
 2232. Fort Dodge city, Iowa  
 2233. Fort Madison city, Iowa  
 2234. Franklin County, Iowa  
 2235. Grimes city, Iowa  
 2236. Grundy County, Iowa  
 2237. Guthrie County, Iowa  
 2238. Hamilton County, Iowa  
 2239. Hancock County, Iowa  
 2240. Hardin County, Iowa  
 2241. Harrison County, Iowa  
 2242. Henry County, Iowa  
 2243. Indianola city, Iowa  
 2244. Iowa County, Iowa  
 2245. Jackson County, Iowa  
 2246. Jefferson County, Iowa  
 2247. Johnston city, Iowa  
 2248. Jones County, Iowa  
 2249. Keokuk city, Iowa  
 2250. Keokuk County, Iowa  
 2251. Kossuth County, Iowa  
 2252. Le Mars city, Iowa  
 2253. Louisa County, Iowa  
 2254. Lyon County, Iowa  
 2255. Madison County, Iowa  
 2256. Mahaska County, Iowa  
 2257. Marshalltown city, Iowa  
 2258. Mason City city, Iowa  
 2259. Mills County, Iowa  
 2260. Mitchell County, Iowa  
 2261. Muscatine city, Iowa  
 2262. Newton city, Iowa  
 2263. North Liberty city, Iowa  
 2264. Norwalk city, Iowa  
 2265. O'Brien County, Iowa  
 2266. Oskaloosa city, Iowa  
 2267. Ottumwa city, Iowa  
 2268. Page County, Iowa  
 2269. Pella city, Iowa  
 2270. Pleasant Hill city, Iowa  
 2271. Plymouth County, Iowa  
 2272. Poweshiek County, Iowa  
 2273. Shelby County, Iowa  
 2274. Spencer city, Iowa  
 2275. Storm Lake city, Iowa  
 2276. Tama County, Iowa  
 2277. Union County, Iowa  
 2278. Washington County, Iowa  
 2279. Waukee city, Iowa  
 2280. Waverly city, Iowa  
 2281. Winnebago County, Iowa  
 2282. Winneshiek County, Iowa  
 2283. Wright County, Iowa
2284. Butler County, Kansas \*  
 2285. Cowley County, Kansas \*  
 2286. Crawford County, Kansas \*  
 2287. Douglas County, Kansas \*  
 2288. Finney County, Kansas \*  
 2289. Ford County, Kansas \*  
 2290. Geary County, Kansas \*  
 2291. Harvey County, Kansas \*  
 2292. Hutchinson city, Kansas \*  
 2293. Johnson County, Kansas \*  
 2294. Kansas City city, Kansas \*  
 2295. Lawrence city, Kansas \*  
 2296. Leavenworth city, Kansas \*  
 2297. Leavenworth County, Kansas \*  
 2298. Leawood city, Kansas \*  
 2299. Lenexa city, Kansas \*  
 2300. Lyon County, Kansas \*  
 2301. Manhattan city, Kansas \*  
 2302. Miami County, Kansas \*  
 2303. Montgomery County, Kansas \*  
 2304. Olathe city, Kansas \*  
 2305. Overland Park city, Kansas \*  
 2306. Reno County, Kansas \*  
 2307. Riley County, Kansas \*  
 2308. Salina city, Kansas \*  
 2309. Saline County, Kansas \*  
 2310. Sedgwick County, Kansas \*  
 2311. Shawnee city, Kansas \*  
 2312. Shawnee County, Kansas \*  
 2313. Topeka city, Kansas \*  
 2314. Wichita city, Kansas \*  
 2315. Allen County, Kansas  
 2316. Andover city, Kansas  
 2317. Arkansas City city, Kansas  
 2318. Atchison city, Kansas  
 2319. Atchison County, Kansas  
 2320. Barton County, Kansas  
 2321. Bourbon County, Kansas  
 2322. Bruno township, Kansas  
 2323. Cherokee County, Kansas  
 2324. Derby city, Kansas  
 2325. Dickinson County, Kansas  
 2326. Dodge City city, Kansas  
 2327. El Dorado city, Kansas  
 2328. Ellis County, Kansas  
 2329. Emporia city, Kansas  
 2330. Fairmount township, Kansas  
 2331. Franklin County, Kansas  
 2332. Garden City city, Kansas  
 2333. Gardner city, Kansas  
 2334. Great Bend city, Kansas  
 2335. Hays city, Kansas  
 2336. Haysville city, Kansas
2337. Jackson County, Kansas  
 2338. Jefferson County, Kansas  
 2339. Junction City city, Kansas  
 2340. Labette County, Kansas  
 2341. Lansing city, Kansas  
 2342. Liberal city, Kansas  
 2343. Madison township, Kansas  
 2344. Marion County, Kansas  
 2345. McPherson city, Kansas  
 2346. McPherson County, Kansas  
 2347. Merriam city, Kansas  
 2348. Nemaha County, Kansas  
 2349. Neosho County, Kansas  
 2350. Newton city, Kansas  
 2351. Osage County, Kansas  
 2352. Ottawa city, Kansas  
 2353. Pittsburg city, Kansas  
 2354. Pottawatomie County, Kansas  
 2355. Prairie Village city, Kansas  
 2356. Riverside township, Kansas  
 2357. Rockford township, Kansas  
 2358. Seward County, Kansas  
 2359. Soldier township, Kansas  
 2360. Sumner County, Kansas  
 2361. Winfield city, Kansas  
 2362. Barren County, Kentucky \*  
 2363. Boone County, Kentucky \*  
 2364. Bowling Green city, Kentucky \*  
 2365. Boyd County, Kentucky \*  
 2366. Boyle County, Kentucky \*  
 2367. Bullitt County, Kentucky \*  
 2368. Calloway County, Kentucky \*  
 2369. Campbell County, Kentucky \*  
 2370. Christian County, Kentucky \*  
 2371. Clark County, Kentucky \*  
 2372. Covington city, Kentucky \*  
 2373. Daviess County, Kentucky \*  
 2374. Elizabethtown city, Kentucky \*  
 2375. Florence city, Kentucky \*  
 2376. Floyd County, Kentucky \*  
 2377. Franklin County, Kentucky \*  
 2378. Georgetown city, Kentucky \*  
 2379. Graves County, Kentucky \*  
 2380. Greenup County, Kentucky \*  
 2381. Hardin County, Kentucky \*  
 2382. Henderson County, Kentucky \*  
 2383. Hopkins County, Kentucky \*  
 2384. Hopkinsville city, Kentucky \*  
 2385. Jessamine County, Kentucky \*  
 2386. Kenton County, Kentucky \*  
 2387. Knox County, Kentucky \*  
 2388. Laurel County, Kentucky \*

2389. Lexington-Fayette urban county, Kentucky \*
2390. Louisville/Jefferson County metro government, Kentucky \*
2391. Madison County, Kentucky \*
2392. Marshall County, Kentucky \*
2393. McCracken County, Kentucky \*
2394. Muhlenberg County, Kentucky \*
2395. Nelson County, Kentucky \*
2396. Nicholasville city, Kentucky \*
2397. Oldham County, Kentucky \*
2398. Owensboro city, Kentucky \*
2399. Pike County, Kentucky \*
2400. Pulaski County, Kentucky \*
2401. Richmond city, Kentucky \*
2402. Scott County, Kentucky \*
2403. Shelby County, Kentucky \*
2404. Warren County, Kentucky \*
2405. Whitley County, Kentucky \*
2406. Adair County, Kentucky
2407. Allen County, Kentucky
2408. Anderson County, Kentucky
2409. Ashland city, Kentucky
2410. Bardstown city, Kentucky
2411. Bath County, Kentucky
2412. Bell County, Kentucky
2413. Berea city, Kentucky
2414. Bourbon County, Kentucky
2415. Breathitt County, Kentucky
2416. Breckinridge County, Kentucky
2417. Butler County, Kentucky
2418. Caldwell County, Kentucky
2419. Campbellsville city, Kentucky
2420. Carroll County, Kentucky
2421. Carter County, Kentucky
2422. Casey County, Kentucky
2423. Clay County, Kentucky
2424. Clinton County, Kentucky
2425. Danville city, Kentucky
2426. Edmonson County, Kentucky
2427. Erlanger city, Kentucky
2428. Estill County, Kentucky
2429. Fleming County, Kentucky
2430. Fort Thomas city, Kentucky
2431. Frankfort city, Kentucky
2432. Garrard County, Kentucky
2433. Glasgow city, Kentucky
2434. Grant County, Kentucky
2435. Grayson County, Kentucky
2436. Green County, Kentucky
2437. Harlan County, Kentucky
2438. Harrison County, Kentucky
2439. Hart County, Kentucky
2440. Henderson city, Kentucky
2441. Henry County, Kentucky
2442. Independence city, Kentucky
2443. Jackson County, Kentucky
2444. Jeffersontown city, Kentucky
2445. Johnson County, Kentucky
2446. Knott County, Kentucky
2447. Larue County, Kentucky
2448. Lawrence County, Kentucky
2449. Lawrenceburg city, Kentucky
2450. Letcher County, Kentucky
2451. Lewis County, Kentucky
2452. Lincoln County, Kentucky
2453. Logan County, Kentucky
2454. Lyndon city, Kentucky
2455. Madisonville city, Kentucky
2456. Magoffin County, Kentucky
2457. Marion County, Kentucky
2458. Martin County, Kentucky
2459. Mason County, Kentucky
2460. McCreary County, Kentucky
2461. Meade County, Kentucky
2462. Mercer County, Kentucky
2463. Metcalfe County, Kentucky
2464. Monroe County, Kentucky
2465. Montgomery County, Kentucky
2466. Morgan County, Kentucky
2467. Mount Washington city, Kentucky
2468. Murray city, Kentucky
2469. Newport city, Kentucky
2470. Ohio County, Kentucky
2471. Owen County, Kentucky
2472. Paducah city, Kentucky
2473. Pendleton County, Kentucky
2474. Perry County, Kentucky
2475. Powell County, Kentucky
2476. Radcliff city, Kentucky
2477. Rockcastle County, Kentucky
2478. Rowan County, Kentucky
2479. Russell County, Kentucky
2480. Shelbyville city, Kentucky
2481. Shepherdsville city, Kentucky
2482. Shively city, Kentucky
2483. Simpson County, Kentucky
2484. Somerset city, Kentucky
2485. Spencer County, Kentucky
2486. St. Matthews city, Kentucky
2487. Taylor County, Kentucky
2488. Todd County, Kentucky
2489. Trigg County, Kentucky
2490. Union County, Kentucky
2491. Washington County, Kentucky
2492. Wayne County, Kentucky
2493. Webster County, Kentucky
2494. Winchester city, Kentucky
2495. Woodford County, Kentucky
2496. Acadia Parish, Louisiana \*
2497. Alexandria city, Louisiana \*
2498. Ascension Parish, Louisiana \*
2499. Avoyelles Parish, Louisiana \*
2500. Baton Rouge city, Louisiana \*
2501. Beauregard Parish, Louisiana \*
2502. Bossier City city, Louisiana \*
2503. Bossier Parish, Louisiana \*
2504. Caddo Parish, Louisiana \*
2505. Calcasieu Parish, Louisiana \*
2506. East Baton Rouge Parish, Louisiana \*
2507. Evangeline Parish, Louisiana \*
2508. Iberia Parish, Louisiana \*
2509. Iberville Parish, Louisiana \*
2510. Jefferson Davis Parish, Louisiana \*
2511. Jefferson Parish, Louisiana \*
2512. Kenner city, Louisiana \*
2513. Lafayette city, Louisiana \*
2514. Lafayette Parish, Louisiana \*
2515. Lafourche Parish, Louisiana \*
2516. Lake Charles city, Louisiana \*
2517. Lincoln Parish, Louisiana \*
2518. Livingston Parish, Louisiana \*
2519. Monroe city, Louisiana \*
2520. Natchitoches Parish, Louisiana \*
2521. New Orleans city / Orleans Parish, Louisiana \*
2522. Ouachita Parish, Louisiana \*
2523. Rapides Parish, Louisiana \*
2524. Shreveport city, Louisiana \*
2525. St. Bernard Parish, Louisiana \*
2526. St. Charles Parish, Louisiana \*
2527. St. John the Baptist Parish, Louisiana \*
2528. St. Landry Parish, Louisiana \*
2529. St. Martin Parish, Louisiana \*
2530. St. Mary Parish, Louisiana \*
2531. St. Tammany Parish, Louisiana \*
2532. Tangipahoa Parish, Louisiana \*
2533. Terrebonne Parish, Louisiana \*
2534. Vermilion Parish, Louisiana \*
2535. Vernon Parish, Louisiana \*



2536. Washington Parish, Louisiana  
\*
2537. Webster Parish, Louisiana \*
2538. Abbeville city, Louisiana
2539. Allen Parish, Louisiana
2540. Assumption Parish, Louisiana
2541. Baker city, Louisiana
2542. Bastrop city, Louisiana
2543. Bienville Parish, Louisiana
2544. Bogalusa city, Louisiana
2545. Broussard city, Louisiana
2546. Central city, Louisiana
2547. Claiborne Parish, Louisiana
2548. Concordia Parish, Louisiana
2549. Covington city, Louisiana
2550. Crowley city, Louisiana
2551. De Soto Parish, Louisiana
2552. DeRidder city, Louisiana
2553. East Feliciana Parish,  
Louisiana
2554. Franklin Parish, Louisiana
2555. Gonzales city, Louisiana
2556. Grant Parish, Louisiana
2557. Gretna city, Louisiana
2558. Hammond city, Louisiana
2559. Jackson Parish, Louisiana
2560. LaSalle Parish, Louisiana
2561. Madison Parish, Louisiana
2562. Mandeville city, Louisiana
2563. Minden city, Louisiana
2564. Morehouse Parish, Louisiana
2565. Morgan City city, Louisiana
2566. Natchitoches city, Louisiana
2567. New Iberia city, Louisiana
2568. Opelousas city, Louisiana
2569. Pineville city, Louisiana
2570. Plaquemines Parish, Louisiana
2571. Pointe Coupee Parish,  
Louisiana
2572. Richland Parish, Louisiana
2573. Ruston city, Louisiana
2574. Sabine Parish, Louisiana
2575. Slidell city, Louisiana
2576. St. Helena Parish, Louisiana
2577. St. James Parish, Louisiana
2578. Sulphur city, Louisiana
2579. Thibodaux city, Louisiana
2580. Union Parish, Louisiana
2581. West Baton Rouge Parish,  
Louisiana
2582. West Carroll Parish, Louisiana
2583. West Feliciana Parish,  
Louisiana
2584. West Monroe city, Louisiana
2585. Winn Parish, Louisiana
2586. Youngsville city, Louisiana
2587. Zachary city, Louisiana
2588. Androscoggin County, Maine  
\*
2589. Aroostook County, Maine \*
2590. Bangor city, Maine \*
2591. Cumberland County, Maine \*
2592. Franklin County, Maine \*
2593. Hancock County, Maine \*
2594. Kennebec County, Maine \*
2595. Knox County, Maine \*
2596. Lewiston city, Maine \*
2597. Lincoln County, Maine \*
2598. Oxford County, Maine \*
2599. Penobscot County, Maine \*
2600. Portland city, Maine \*
2601. Sagadahoc County, Maine \*
2602. Somerset County, Maine \*
2603. Waldo County, Maine \*
2604. Washington County, Maine \*
2605. York County, Maine \*
2606. Auburn city, Maine
2607. Augusta city, Maine
2608. Biddeford city, Maine
2609. Brunswick town, Maine
2610. Falmouth town, Maine
2611. Gorham town, Maine
2612. Kennebunk town, Maine
2613. Orono town, Maine
2614. Piscataquis County, Maine
2615. Saco city, Maine
2616. Sanford city, Maine
2617. Scarborough town, Maine
2618. South Portland city, Maine
2619. Standish town, Maine
2620. Waterville city, Maine
2621. Wells town, Maine
2622. Westbrook city, Maine
2623. Windham town, Maine
2624. York town, Maine
2625. Allegany County, Maryland \*
2626. Annapolis city, Maryland \*
2627. Anne Arundel County,  
Maryland \*
2628. Baltimore city, Maryland \*
2629. Baltimore County, Maryland \*
2630. Bowie city, Maryland \*
2631. Calvert County, Maryland \*
2632. Caroline County, Maryland \*
2633. Carroll County, Maryland \*
2634. Cecil County, Maryland \*
2635. Charles County, Maryland \*
2636. College Park city, Maryland \*
2637. Dorchester County, Maryland  
\*
2638. Frederick city, Maryland \*
2639. Frederick County, Maryland \*
2640. Gaithersburg city, Maryland \*
2641. Hagerstown city, Maryland \*
2642. Harford County, Maryland \*
2643. Howard County, Maryland \*
2644. Montgomery County,  
Maryland \*
2645. Prince George's County,  
Maryland \*
2646. Queen Anne's County,  
Maryland \*
2647. Rockville city, Maryland \*
2648. Salisbury city, Maryland \*
2649. St. Mary's County, Maryland \*
2650. Talbot County, Maryland \*
2651. Washington County, Maryland  
\*
2652. Wicomico County, Maryland  
\*
2653. Worcester County, Maryland \*
2654. Aberdeen city, Maryland
2655. Bel Air town, Maryland
2656. Cambridge city, Maryland
2657. Cumberland city, Maryland
2658. Easton town, Maryland
2659. Elkton town, Maryland
2660. Garrett County, Maryland
2661. Greenbelt city, Maryland
2662. Havre de Grace city, Maryland
2663. Hyattsville city, Maryland
2664. Kent County, Maryland
2665. Laurel city, Maryland
2666. New Carrollton city, Maryland
2667. Somerset County, Maryland
2668. Takoma Park city, Maryland
2669. Westminster city, Maryland
2670. Amherst town, Massachusetts  
\*
2671. Andover town, Massachusetts  
\*
2672. Arlington town, Massachusetts  
\*
2673. Attleboro city, Massachusetts  
\*
2674. Barnstable County,  
Massachusetts \*
2675. Barnstable Town city,  
Massachusetts \*
2676. Beverly city, Massachusetts \*
2677. Billerica town, Massachusetts  
\*
2678. Boston city, Massachusetts \*
2679. Braintree Town city,  
Massachusetts \*

2680. Bristol County, Massachusetts \*
2681. Brockton city, Massachusetts \*
2682. Brookline town, Massachusetts \*
2683. Cambridge city, Massachusetts \*
2684. Chelmsford town, Massachusetts \*
2685. Chelsea city, Massachusetts \*
2686. Chicopee city, Massachusetts \*
2687. Dartmouth town, Massachusetts \*
2688. Dracut town, Massachusetts \*
2689. Everett city, Massachusetts \*
2690. Fall River city, Massachusetts \*
2691. Falmouth town, Massachusetts \*
2692. Fitchburg city, Massachusetts \*
2693. Framingham city, Massachusetts \*
2694. Franklin Town city, Massachusetts \*
2695. Gloucester city, Massachusetts \*
2696. Haverhill city, Massachusetts \*
2697. Holyoke city, Massachusetts \*
2698. Lawrence city, Massachusetts \*
2699. Leominster city, Massachusetts \*
2700. Lexington town, Massachusetts \*
2701. Lowell city, Massachusetts \*
2702. Lynn city, Massachusetts \*
2703. Malden city, Massachusetts \*
2704. Marlborough city, Massachusetts \*
2705. Medford city, Massachusetts \*
2706. Methuen Town city, Massachusetts \*
2707. Natick town, Massachusetts \*
2708. Needham town, Massachusetts \*
2709. New Bedford city, Massachusetts \*
2710. Newton city, Massachusetts \*
2711. Norfolk County, Massachusetts \*
2712. North Andover town, Massachusetts \*
2713. Peabody city, Massachusetts \*
2714. Pittsfield city, Massachusetts \*
2715. Plymouth County, Massachusetts \*
2716. Plymouth town, Massachusetts \*
2717. Quincy city, Massachusetts \*
2718. Randolph Town city, Massachusetts \*
2719. Revere city, Massachusetts \*
2720. Salem city, Massachusetts \*
2721. Shrewsbury town, Massachusetts \*
2722. Somerville city, Massachusetts \*
2723. Springfield city, Massachusetts \*
2724. Taunton city, Massachusetts \*
2725. Tewksbury town, Massachusetts \*
2726. Waltham city, Massachusetts \*
2727. Watertown Town city, Massachusetts \*
2728. Westfield city, Massachusetts \*
2729. Weymouth Town city, Massachusetts \*
2730. Woburn city, Massachusetts \*
2731. Worcester city, Massachusetts \*
2732. Abington town, Massachusetts
2733. Acton town, Massachusetts
2734. Acushnet town, Massachusetts
2735. Agawam Town city, Massachusetts
2736. Amesbury Town city, Massachusetts
2737. Ashland town, Massachusetts
2738. Athol town, Massachusetts
2739. Auburn town, Massachusetts
2740. Bedford town, Massachusetts
2741. Belchertown town, Massachusetts
2742. Bellingham town, Massachusetts
2743. Belmont town, Massachusetts
2744. Bourne town, Massachusetts
2745. Bridgewater Town city, Massachusetts
2746. Burlington town, Massachusetts
2747. Canton town, Massachusetts
2748. Carver town, Massachusetts
2749. Charlton town, Massachusetts
2750. Clinton town, Massachusetts
2751. Concord town, Massachusetts
2752. Danvers town, Massachusetts
2753. Dedham town, Massachusetts
2754. Dennis town, Massachusetts
2755. Dudley town, Massachusetts
2756. Dukes County, Massachusetts
2757. Duxbury town, Massachusetts
2758. East Bridgewater town, Massachusetts
2759. East Longmeadow town, Massachusetts
2760. Easthampton Town city, Massachusetts
2761. Easton town, Massachusetts
2762. Fairhaven town, Massachusetts
2763. Foxborough town, Massachusetts
2764. Gardner city, Massachusetts
2765. Grafton town, Massachusetts
2766. Greenfield Town city, Massachusetts
2767. Groton town, Massachusetts
2768. Hanover town, Massachusetts
2769. Hanson town, Massachusetts
2770. Harwich town, Massachusetts
2771. Hingham town, Massachusetts
2772. Holbrook town, Massachusetts
2773. Holden town, Massachusetts
2774. Holliston town, Massachusetts
2775. Hopkinton town, Massachusetts
2776. Hudson town, Massachusetts
2777. Hull town, Massachusetts
2778. Ipswich town, Massachusetts
2779. Kingston town, Massachusetts
2780. Lakeville town, Massachusetts
2781. Leicester town, Massachusetts
2782. Littleton town, Massachusetts
2783. Longmeadow town, Massachusetts
2784. Ludlow 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  
2793. Medway town, Massachusetts  
2794. Melrose city, Massachusetts  
2795. Middleborough town, Massachusetts  
2796. Middleton town, Massachusetts  
2797. Milford town, Massachusetts  
2798. Millbury town, Massachusetts  
2799. Milton town, Massachusetts  
2800. Nantucket town, Massachusetts  
2801. Newburyport city, Massachusetts  
2802. Norfolk town, Massachusetts  
2803. North Adams city, Massachusetts  
2804. North Attleborough town, Massachusetts  
2805. North Reading town, Massachusetts  
2806. Northampton city, Massachusetts  
2807. Northborough town, Massachusetts  
2808. Northbridge town, Massachusetts  
2809. Norton town, Massachusetts  
2810. Norwell town, Massachusetts  
2811. Norwood town, Massachusetts  
2812. Oxford town, Massachusetts  
2813. Palmer Town city, Massachusetts  
2814. Pembroke town, Massachusetts  
2815. Pepperell town, Massachusetts  
2816. Raynham town, Massachusetts  
2817. Reading town, Massachusetts  
2818. Rehoboth town, Massachusetts  
2819. Rockland town, Massachusetts  
2820. Sandwich town, Massachusetts  
2821. Saugus town, Massachusetts  
2822. Scituate town, Massachusetts  
2823. Seekonk town, Massachusetts  
2824. Sharon town, Massachusetts  
2825. Somerset town, Massachusetts  
2826. South Hadley town, Massachusetts  
2827. Southborough town, Massachusetts  
2828. Southbridge Town city, Massachusetts  
2829. Spencer town, Massachusetts  
2830. Stoneham town, Massachusetts  
2831. Stoughton town, Massachusetts  
2832. Sudbury town, Massachusetts  
2833. Swampscott town, Massachusetts  
2834. Swansea town, Massachusetts  
2835. Tyngsborough town, Massachusetts  
2836. Uxbridge town, Massachusetts  
2837. Wakefield town, Massachusetts  
2838. Walpole town, Massachusetts  
2839. Wareham town, Massachusetts  
2840. Wayland town, Massachusetts  
2841. Webster town, Massachusetts  
2842. Wellesley town, Massachusetts  
2843. West Springfield Town city, Massachusetts  
2844. Westborough town, Massachusetts  
2845. Westford town, Massachusetts  
2846. Weston town, Massachusetts  
2847. Westport town, Massachusetts  
2848. Westwood town, Massachusetts  
2849. Whitman town, Massachusetts  
2850. Wilbraham town, Massachusetts  
2851. Wilmington town, Massachusetts  
2852. Winchendon town, Massachusetts  
2853. Winchester town, Massachusetts  
2854. Winthrop Town city, Massachusetts  
2855. Wrentham town, Massachusetts  
2856. Yarmouth town, Massachusetts  
2857. Allegan County, Michigan \*  
2858. Ann Arbor city, Michigan \*  
2859. Barry County, Michigan \*  
2860. Battle Creek city, Michigan \*  
2861. Bay City city, Michigan \*  
2862. Bay County, Michigan \*  
2863. Bedford township, Michigan \*  
2864. Berrien County, Michigan \*  
2865. Bloomfield charter township, Michigan \*  
2866. Branch County, Michigan \*  
2867. Brownstown charter township, Michigan \*  
2868. Calhoun County, Michigan \*  
2869. Canton charter township, Michigan \*  
2870. Cass County, Michigan \*  
2871. Chesterfield township, Michigan \*  
2872. Chippewa County, Michigan \*  
2873. Clare County, Michigan \*  
2874. Clinton charter township, Michigan \*  
2875. Clinton County, Michigan \*  
2876. Commerce charter township, Michigan \*  
2877. Dearborn city, Michigan \*  
2878. Dearborn Heights city, Michigan \*  
2879. Delta charter township, Michigan \*  
2880. Delta County, Michigan \*  
2881. Detroit city, Michigan \*  
2882. East Lansing city, Michigan \*  
2883. Eastpointe city, Michigan \*  
2884. Eaton County, Michigan \*  
2885. Emmet County, Michigan \*  
2886. Farmington Hills city, Michigan \*  
2887. Flint charter township, Michigan \*  
2888. Flint city, Michigan \*  
2889. Genesee County, Michigan \*  
2890. Georgetown charter township, Michigan \*  
2891. Grand Blanc charter township, Michigan \*  
2892. Grand Rapids city, Michigan \*  
2893. Grand Traverse County, Michigan \*  
2894. Gratiot County, Michigan \*  
2895. Hillsdale County, Michigan \*  
2896. Holland charter township, Michigan \*  
2897. Holland city, Michigan \*  
2898. Houghton County, Michigan \*  
2899. Huron County, Michigan \*  
2900. Independence charter township, Michigan \*  
2901. Ingham County, Michigan \*  
2902. Ionia County, Michigan \*  
2903. Isabella County, Michigan \*  
2904. Jackson city, Michigan \*  
2905. Jackson County, Michigan \*  
2906. Kalamazoo city, Michigan \*  
2907. Kalamazoo County, Michigan \*  
2908. Kent County, Michigan \*  
2909. Kentwood city, Michigan \*

2910. Lansing city, Michigan \*
2911. Lapeer County, Michigan \*
2912. Lenawee County, Michigan \*
2913. Lincoln Park city, Michigan \*
2914. Livingston County, Michigan \*
2915. Livonia city, Michigan \*
2916. Macomb County, Michigan \*
2917. Macomb township, Michigan \*
2918. Marquette County, Michigan \*
2919. Mecosta County, Michigan \*
2920. Meridian charter township, Michigan \*
2921. Midland city, Michigan \*
2922. Midland County, Michigan \*
2923. Monroe County, Michigan \*
2924. Montcalm County, Michigan \*
2925. Muskegon city, Michigan \*
2926. Muskegon County, Michigan \*
2927. Newaygo County, Michigan \*
2928. Novi city, Michigan \*
2929. Oakland County, Michigan \*
2930. Orion charter township, Michigan \*
2931. Ottawa County, Michigan \*
2932. Pittsfield charter township, Michigan \*
2933. Plainfield charter township, Michigan \*
2934. Pontiac city, Michigan \*
2935. Portage city, Michigan \*
2936. Redford charter township, Michigan \*
2937. Rochester Hills city, Michigan \*
2938. Roseville city, Michigan \*
2939. Royal Oak city, Michigan \*
2940. Saginaw charter township, Michigan \*
2941. Saginaw city, Michigan \*
2942. Saginaw County, Michigan \*
2943. Sanilac County, Michigan \*
2944. Shelby charter township, Michigan \*
2945. Shiawassee County, Michigan \*
2946. Southfield city, Michigan \*
2947. St. Clair County, Michigan \*
2948. St. Clair Shores city, Michigan \*
2949. St. Joseph County, Michigan \*
2950. Sterling Heights city, Michigan \*
2951. Taylor city, Michigan \*
2952. Troy city, Michigan \*
2953. Tuscola County, Michigan \*
2954. Van Buren County, Michigan \*
2955. Warren city, Michigan \*
2956. Washtenaw County, Michigan \*
2957. Waterford charter township, Michigan \*
2958. Wayne County, Michigan \*
2959. West Bloomfield charter township, Michigan \*
2960. Westland city, Michigan \*
2961. Wexford County, Michigan \*
2962. White Lake charter township, Michigan \*
2963. Wyoming city, Michigan \*
2964. Ypsilanti charter township, Michigan \*
2965. Ada township, Michigan
2966. Adrian city, Michigan
2967. Alcona County, Michigan
2968. Algoma township, Michigan
2969. Allen Park city, Michigan
2970. Allendale charter township, Michigan
2971. Alpena County, Michigan
2972. Alpine township, Michigan
2973. Antrim County, Michigan
2974. Antwerp township, Michigan
2975. Arenac County, Michigan
2976. Auburn Hills city, Michigan
2977. Bangor charter township, Michigan
2978. Bath charter township, Michigan
2979. Benton charter township, Michigan
2980. Benzie County, Michigan
2981. Berkley city, Michigan
2982. Beverly Hills village, Michigan
2983. Big Rapids city, Michigan
2984. Birmingham city, Michigan
2985. Blackman charter township, Michigan
2986. Brandon charter township, Michigan
2987. Brighton township, Michigan
2988. Burton city, Michigan
2989. Byron township, Michigan
2990. Cadillac city, Michigan
2991. Caledonia township, Michigan
2992. Cannon township, Michigan
2993. Cascade charter township, Michigan
2994. Charlevoix County, Michigan
2995. Cheboygan County, Michigan
2996. Clawson city, Michigan
2997. Coldwater city, Michigan
2998. Comstock charter township, Michigan
2999. Cooper charter township, Michigan
3000. Crawford County, Michigan
3001. Davison township, Michigan
3002. Delhi charter township, Michigan
3003. DeWitt charter township, Michigan
3004. Dickinson County, Michigan
3005. East Bay township, Michigan
3006. East Grand Rapids city, Michigan
3007. Egelston township, Michigan
3008. Emmett charter township, Michigan
3009. Escanaba city, Michigan
3010. Farmington city, Michigan
3011. Fenton charter township, Michigan
3012. Fenton city, Michigan
3013. Ferndale city, Michigan
3014. Flat Rock city, Michigan
3015. Flushing charter township, Michigan
3016. Fort Gratiot charter township, Michigan
3017. Fraser city, Michigan
3018. Frenchtown township, Michigan
3019. Fruitport charter township, Michigan
3020. Gaines charter township, Michigan
3021. Garden City city, Michigan
3022. Garfield charter township, Michigan
3023. Genesee charter township, Michigan
3024. Genoa township, Michigan
3025. Gladwin County, Michigan
3026. Gogebic County, Michigan
3027. Grand Haven charter township, Michigan
3028. Grand Haven city, Michigan
3029. Grand Rapids charter township, Michigan
3030. Grandville city, Michigan

3031. Green Oak township, Michigan
3032. Grosse Ile township, Michigan
3033. Grosse Pointe Park city, Michigan
3034. Grosse Pointe Woods city, Michigan
3035. Hamburg township, Michigan
3036. Hamtramck city, Michigan
3037. Harper Woods city, Michigan
3038. Harrison charter township, Michigan
3039. Hartland township, Michigan
3040. Hazel Park city, Michigan
3041. Highland charter township, Michigan
3042. Highland Park city, Michigan
3043. Holly township, Michigan
3044. Huron charter township, Michigan
3045. Inkster city, Michigan
3046. Ionia city, Michigan
3047. Iosco County, Michigan
3048. Iron County, Michigan
3049. Kalamazoo charter township, Michigan
3050. Kalkaska County, Michigan
3051. Lake County, Michigan
3052. Leelanau County, Michigan
3053. Lenox township, Michigan
3054. Leoni township, Michigan
3055. Lincoln charter township, Michigan
3056. Lyon charter township, Michigan
3057. Mackinac County, Michigan
3058. Madison Heights city, Michigan
3059. Manistee County, Michigan
3060. Marion township, Michigan
3061. Marquette city, Michigan
3062. Mason County, Michigan
3063. Melvindale city, Michigan
3064. Menominee County, Michigan
3065. Milford charter township, Michigan
3066. Missaukee County, Michigan
3067. Monitor charter township, Michigan
3068. Monroe charter township, Michigan
3069. Monroe city, Michigan
3070. Mount Clemens city, Michigan
3071. Mount Morris township, Michigan
3072. Mount Pleasant city, Michigan
3073. Mundy township, Michigan
3074. Muskegon charter township, Michigan
3075. Muskegon Heights city, Michigan
3076. New Baltimore city, Michigan
3077. Niles city, Michigan
3078. Niles township, Michigan
3079. Northville township, Michigan
3080. Norton Shores city, Michigan
3081. Oak Park city, Michigan
3082. Oakland charter township, Michigan
3083. Oceana County, Michigan
3084. Oceola township, Michigan
3085. Ogemaw County, Michigan
3086. Osceola County, Michigan
3087. Oshtemo charter township, Michigan
3088. Otsego County, Michigan
3089. Owosso city, Michigan
3090. Oxford charter township, Michigan
3091. Park township, Michigan
3092. Plymouth charter township, Michigan
3093. Port Huron charter township, Michigan
3094. Port Huron city, Michigan
3095. Presque Isle County, Michigan
3096. Riverview city, Michigan
3097. Rochester city, Michigan
3098. Romulus city, Michigan
3099. Roscommon County, Michigan
3100. Sault Ste. Marie city, Michigan
3101. Scio township, Michigan
3102. South Lyon city, Michigan
3103. Southfield township, Michigan
3104. Southgate city, Michigan
3105. Spring Lake township, Michigan
3106. Springfield charter township, Michigan
3107. Sturgis city, Michigan
3108. Summit township, Michigan
3109. Superior charter township, Michigan
3110. Texas charter township, Michigan
3111. Thomas township, Michigan
3112. Traverse City city, Michigan
3113. Trenton city, Michigan
3114. Tyrone township, Michigan
3115. Union charter township, Michigan
3116. Van Buren charter township, Michigan
3117. Vienna charter township, Michigan
3118. Walker city, Michigan
3119. Washington township, Michigan
3120. Wayne city, Michigan
3121. Wixom city, Michigan
3122. Woodhaven city, Michigan
3123. Wyandotte city, Michigan
3124. Ypsilanti city, Michigan
3125. Zeeland charter township, Michigan
3126. Andover city, Minnesota \*
3127. Anoka County, Minnesota \*
3128. Apple Valley city, Minnesota \*
3129. Becker County, Minnesota \*
3130. Beltrami County, Minnesota \*
3131. Benton County, Minnesota \*
3132. Blaine city, Minnesota \*
3133. Bloomington city, Minnesota \*
3134. Blue Earth County, Minnesota \*
3135. Brooklyn Center city, Minnesota \*
3136. Brooklyn Park city, Minnesota \*
3137. Burnsville city, Minnesota \*
3138. Carlton County, Minnesota \*
3139. Carver County, Minnesota \*
3140. Chisago County, Minnesota \*
3141. Clay County, Minnesota \*
3142. Coon Rapids city, Minnesota \*
3143. Cottage Grove city, Minnesota \*
3144. Crow Wing County, Minnesota \*
3145. Dakota County, Minnesota \*
3146. Douglas County, Minnesota \*
3147. Duluth city, Minnesota \*
3148. Eagan city, Minnesota \*
3149. Eden Prairie city, Minnesota \*
3150. Edina city, Minnesota \*
3151. Freeborn County, Minnesota \*
3152. Goodhue County, Minnesota \*
3153. Hennepin County, Minnesota \*

3154. Inver Grove Heights city, Minnesota \*
3155. Isanti County, Minnesota \*
3156. Itasca County, Minnesota \*
3157. Kandiyohi County, Minnesota \*
3158. Lakeville city, Minnesota \*
3159. Mankato city, Minnesota \*
3160. Maple Grove city, Minnesota \*
3161. Maplewood city, Minnesota \*
3162. McLeod County, Minnesota \*
3163. Minneapolis city, Minnesota \*
3164. Minnetonka city, Minnesota \*
3165. Moorhead city, Minnesota \*
3166. Morrison County, Minnesota \*
3167. Mower County, Minnesota \*
3168. Nicollet County, Minnesota \*
3169. Olmsted County, Minnesota \*
3170. Otter Tail County, Minnesota \*
3171. Plymouth city, Minnesota \*
3172. Polk County, Minnesota \*
3173. Ramsey County, Minnesota \*
3174. Rice County, Minnesota \*
3175. Richfield city, Minnesota \*
3176. Rochester city, Minnesota \*
3177. Roseville city, Minnesota \*
3178. Savage city, Minnesota \*
3179. Scott County, Minnesota \*
3180. Shakopee city, Minnesota \*
3181. Sherburne County, Minnesota \*
3182. St. Cloud city, Minnesota \*
3183. St. Louis County, Minnesota \*
3184. St. Louis Park city, Minnesota \*
3185. St. Paul city, Minnesota \*
3186. Stearns County, Minnesota \*
3187. Steele County, Minnesota \*
3188. Washington County, Minnesota \*
3189. Winona County, Minnesota \*
3190. Woodbury city, Minnesota \*
3191. Wright County, Minnesota \*
3192. Aitkin County, Minnesota
3193. Albert Lea city, Minnesota
3194. Alexandria city, Minnesota
3195. Anoka city, Minnesota
3196. Arden Hills city, Minnesota
3197. Austin city, Minnesota
3198. Bemidji city, Minnesota
3199. Big Lake city, Minnesota
3200. Brainerd city, Minnesota
3201. Brown County, Minnesota
3202. Buffalo city, Minnesota
3203. Cass County, Minnesota
3204. Champlin city, Minnesota
3205. Chanhassen city, Minnesota
3206. Chaska city, Minnesota
3207. Chippewa County, Minnesota
3208. Cloquet city, Minnesota
3209. Columbia Heights city, Minnesota
3210. Cottonwood County, Minnesota
3211. Crystal city, Minnesota
3212. Dodge County, Minnesota
3213. East Bethel city, Minnesota
3214. Elk River city, Minnesota
3215. Fairmont city, Minnesota
3216. Faribault city, Minnesota
3217. Faribault County, Minnesota
3218. Farmington city, Minnesota
3219. Fergus Falls city, Minnesota
3220. Fillmore County, Minnesota
3221. Forest Lake city, Minnesota
3222. Fridley city, Minnesota
3223. Golden Valley city, Minnesota
3224. Grand Rapids city, Minnesota
3225. Ham Lake city, Minnesota
3226. Hastings city, Minnesota
3227. Hibbing city, Minnesota
3228. Hopkins city, Minnesota
3229. Houston County, Minnesota
3230. Hubbard County, Minnesota
3231. Hugo city, Minnesota
3232. Hutchinson city, Minnesota
3233. Kanabec County, Minnesota
3234. Koochiching County, Minnesota
3235. Lake County, Minnesota
3236. Le Sueur County, Minnesota
3237. Lino Lakes city, Minnesota
3238. Little Canada city, Minnesota
3239. Lyon County, Minnesota
3240. Marshall city, Minnesota
3241. Martin County, Minnesota
3242. Meeker County, Minnesota
3243. Mendota Heights city, Minnesota
3244. Mille Lacs County, Minnesota
3245. Monticello city, Minnesota
3246. Mounds View city, Minnesota
3247. New Brighton city, Minnesota
3248. New Hope city, Minnesota
3249. New Ulm city, Minnesota
3250. Nobles County, Minnesota
3251. North Branch city, Minnesota
3252. North Mankato city, Minnesota
3253. North St. Paul city, Minnesota
3254. Northfield city, Minnesota
3255. Oakdale city, Minnesota
3256. Otsego city, Minnesota
3257. Owatonna city, Minnesota
3258. Pennington County, Minnesota
3259. Pine County, Minnesota
3260. Pope County, Minnesota
3261. Prior Lake city, Minnesota
3262. Ramsey city, Minnesota
3263. Red Wing city, Minnesota
3264. Redwood County, Minnesota
3265. Renville County, Minnesota
3266. Robbinsdale city, Minnesota
3267. Rogers city, Minnesota
3268. Roseau County, Minnesota
3269. Rosemount city, Minnesota
3270. Sartell city, Minnesota
3271. Sauk Rapids city, Minnesota
3272. Shoreview city, Minnesota
3273. Sibley County, Minnesota
3274. South St. Paul city, Minnesota
3275. St. Michael city, Minnesota
3276. St. Peter city, Minnesota
3277. Stillwater city, Minnesota
3278. Todd County, Minnesota
3279. Vadnais Heights city, Minnesota
3280. Victoria city, Minnesota
3281. Wabasha County, Minnesota
3282. Waconia city, Minnesota
3283. Wadena County, Minnesota
3284. Waseca County, Minnesota
3285. Watonwan County, Minnesota
3286. West St. Paul city, Minnesota
3287. White Bear Lake city, Minnesota
3288. White Bear township, Minnesota
3289. Willmar city, Minnesota
3290. Winona city, Minnesota
3291. Worthington city, Minnesota
3292. Adams County, Mississippi \*
3293. Alcorn County, Mississippi \*
3294. Biloxi city, Mississippi \*
3295. Bolivar County, Mississippi \*
3296. DeSoto County, Mississippi \*
3297. Forrest County, Mississippi \*
3298. Gulfport city, Mississippi \*
3299. Hancock County, Mississippi \*
3300. Harrison County, Mississippi \*

3301. Hattiesburg city, Mississippi \*
3302. Hinds County, Mississippi \*
3303. Jackson city, Mississippi \*
3304. Jackson County, Mississippi \*
3305. Jones County, Mississippi \*
3306. Lafayette County, Mississippi \*
3307. Lamar County, Mississippi \*
3308. Lauderdale County, Mississippi \*
3309. Lee County, Mississippi \*
3310. Lincoln County, Mississippi \*
3311. Lowndes County, Mississippi \*
3312. Madison County, Mississippi \*
3313. Marshall County, Mississippi \*
3314. Meridian city, Mississippi \*
3315. Monroe County, Mississippi \*
3316. Oktibbeha County, Mississippi \*
3317. Olive Branch city, Mississippi \*
3318. Panola County, Mississippi \*
3319. Pearl River County, Mississippi \*
3320. Pike County, Mississippi \*
3321. Pontotoc County, Mississippi \*
3322. Rankin County, Mississippi \*
3323. Southaven city, Mississippi \*
3324. Tupelo city, Mississippi \*
3325. Warren County, Mississippi \*
3326. Washington County, Mississippi \*
3327. Amite County, Mississippi
3328. Attala County, Mississippi
3329. Bay St. Louis city, Mississippi
3330. Brandon city, Mississippi
3331. Brookhaven city, Mississippi
3332. Byram city, Mississippi
3333. Calhoun County, Mississippi
3334. Canton city, Mississippi
3335. Chickasaw County, Mississippi
3336. Clarke County, Mississippi
3337. Clarksdale city, Mississippi
3338. Clay County, Mississippi
3339. Cleveland city, Mississippi
3340. Clinton city, Mississippi
3341. Coahoma County, Mississippi
3342. Columbus city, Mississippi
3343. Copiah County, Mississippi
3344. Corinth city, Mississippi
3345. Covington County, Mississippi
3346. D'Iberville city, Mississippi
3347. Gautier city, Mississippi
3348. George County, Mississippi
3349. Greene County, Mississippi
3350. Greenville city, Mississippi
3351. Greenwood city, Mississippi
3352. Grenada city, Mississippi
3353. Grenada County, Mississippi
3354. Hernando city, Mississippi
3355. Holmes County, Mississippi
3356. Horn Lake city, Mississippi
3357. Itawamba County, Mississippi
3358. Jasper County, Mississippi
3359. Jefferson Davis County, Mississippi
3360. Laurel city, Mississippi
3361. Lawrence County, Mississippi
3362. Leake County, Mississippi
3363. Leflore County, Mississippi
3364. Long Beach city, Mississippi
3365. Madison city, Mississippi
3366. Marion County, Mississippi
3367. McComb city, Mississippi
3368. Moss Point city, Mississippi
3369. Natchez city, Mississippi
3370. Neshoba County, Mississippi
3371. Newton County, Mississippi
3372. Noxubee County, Mississippi
3373. Ocean Springs city, Mississippi
3374. Oxford city, Mississippi
3375. Pascagoula city, Mississippi
3376. Pearl city, Mississippi
3377. Perry County, Mississippi
3378. Petal city, Mississippi
3379. Picayune city, Mississippi
3380. Prentiss County, Mississippi
3381. Ridgeland city, Mississippi
3382. Scott County, Mississippi
3383. Simpson County, Mississippi
3384. Smith County, Mississippi
3385. Starkville city, Mississippi
3386. Stone County, Mississippi
3387. Sunflower County, Mississippi
3388. Tallahatchie County, Mississippi
3389. Tate County, Mississippi
3390. Tippah County, Mississippi
3391. Tishomingo County, Mississippi
3392. Union County, Mississippi
3393. Vicksburg city, Mississippi
3394. Walthall County, Mississippi
3395. Wayne County, Mississippi
3396. West Point city, Mississippi
3397. Winston County, Mississippi
3398. Yalobusha County, Mississippi
3399. Yazoo City city, Mississippi
3400. Yazoo County, Mississippi
3401. Ballwin city, Missouri \*
3402. Barry County, Missouri \*
3403. Blue Springs city, Missouri \*
3404. Boone County, Missouri \*
3405. Buchanan County, Missouri \*
3406. Butler County, Missouri \*
3407. Callaway County, Missouri \*
3408. Camden County, Missouri \*
3409. Cape Girardeau city, Missouri \*
3410. Cape Girardeau County, Missouri \*
3411. Cass County, Missouri \*
3412. Chesterfield city, Missouri \*
3413. Christian County, Missouri \*
3414. Clay County, Missouri \*
3415. Cole County, Missouri \*
3416. Columbia city, Missouri \*
3417. Florissant city, Missouri \*
3418. Franklin County, Missouri \*
3419. Greene County, Missouri \*
3420. Howell County, Missouri \*
3421. Independence city, Missouri \*
3422. Jackson County, Missouri \*
3423. Jasper County, Missouri \*
3424. Jefferson City city, Missouri \*
3425. Jefferson County, Missouri \*
3426. Johnson County, Missouri \*
3427. Joplin city, Missouri \*
3428. Kansas City city, Missouri \*
3429. Laclede County, Missouri \*
3430. Lafayette County, Missouri \*
3431. Lawrence County, Missouri \*
3432. Lee's Summit city, Missouri \*
3433. Liberty city, Missouri \*
3434. Lincoln County, Missouri \*
3435. Newton County, Missouri \*
3436. O'Fallon city, Missouri \*
3437. Pettis County, Missouri \*
3438. Phelps County, Missouri \*
3439. Platte County, Missouri \*
3440. Polk County, Missouri \*
3441. Pulaski County, Missouri \*
3442. Scott County, Missouri \*
3443. Springfield city, Missouri \*
3444. St. Charles city, Missouri \*
3445. St. Charles County, Missouri \*

3446. St. Francois County, Missouri \*  
3447. St. Joseph city, Missouri \*  
3448. St. Louis city, Missouri \*  
3449. St. Louis County, Missouri \*  
3450. St. Peters city, Missouri \*  
3451. Stone County, Missouri \*  
3452. Taney County, Missouri \*  
3453. University City city, Missouri \*  
3454. Warren County, Missouri \*  
3455. Webster County, Missouri \*  
3456. Wentzville city, Missouri \*  
3457. Wildwood city, Missouri \*  
3458. Adair County, Missouri  
3459. Andrew County, Missouri  
3460. Arnold city, Missouri  
3461. Audrain County, Missouri  
3462. Barton County, Missouri  
3463. Bates County, Missouri  
3464. Bellefontaine Neighbors city, Missouri  
3465. Belton city, Missouri  
3466. Benton County, Missouri  
3467. Bolivar city, Missouri  
3468. Bollinger County, Missouri  
3469. Branson city, Missouri  
3470. Bridgeton city, Missouri  
3471. Carthage city, Missouri  
3472. Cedar County, Missouri  
3473. Clayton city, Missouri  
3474. Clinton County, Missouri  
3475. Cooper County, Missouri  
3476. Crawford County, Missouri  
3477. Crestwood city, Missouri  
3478. Creve Coeur city, Missouri  
3479. Dallas County, Missouri  
3480. Dardenne Prairie city, Missouri  
3481. DeKalb County, Missouri  
3482. Dent County, Missouri  
3483. Douglas County, Missouri  
3484. Dunklin County, Missouri  
3485. Eureka city, Missouri  
3486. Excelsior Springs city, Missouri  
3487. Farmington city, Missouri  
3488. Ferguson city, Missouri  
3489. Festus city, Missouri  
3490. Fulton city, Missouri  
3491. Gasconade County, Missouri  
3492. Gladstone city, Missouri  
3493. Grain Valley city, Missouri  
3494. Grandview city, Missouri  
3495. Hannibal city, Missouri  
3496. Harrisonville city, Missouri  
3497. Hazelwood city, Missouri  
3498. Henry County, Missouri  
3499. Howard County, Missouri  
3500. Independence township, Missouri  
3501. Iron County, Missouri  
3502. Jackson city, Missouri  
3503. Jennings city, Missouri  
3504. Kearney city, Missouri  
3505. Kennett city, Missouri  
3506. Kirksville city, Missouri  
3507. Kirkwood city, Missouri  
3508. Lake St. Louis city, Missouri  
3509. Lebanon city, Missouri  
3510. Liberty township, Missouri  
3511. Linn County, Missouri  
3512. Livingston County, Missouri  
3513. Macon County, Missouri  
3514. Madison County, Missouri  
3515. Manchester city, Missouri  
3516. Marion County, Missouri  
3517. Marshall city, Missouri  
3518. Maryland Heights city, Missouri  
3519. Maryville city, Missouri  
3520. McDonald County, Missouri  
3521. Mexico city, Missouri  
3522. Miller County, Missouri  
3523. Mississippi County, Missouri  
3524. Moberly city, Missouri  
3525. Moniteau County, Missouri  
3526. Montgomery County, Missouri  
3527. Morgan County, Missouri  
3528. Neosho city, Missouri  
3529. New Madrid County, Missouri  
3530. Nixa city, Missouri  
3531. Nodaway County, Missouri  
3532. Oregon County, Missouri  
3533. Osage County, Missouri  
3534. Overland city, Missouri  
3535. Ozark city, Missouri  
3536. Pemiscot County, Missouri  
3537. Perry County, Missouri  
3538. Pike County, Missouri  
3539. Polk township, Missouri  
3540. Poplar Bluff city, Missouri  
3541. Ralls County, Missouri  
3542. Randolph County, Missouri  
3543. Ray County, Missouri  
3544. Raymore city, Missouri  
3545. Raytown city, Missouri  
3546. Republic city, Missouri  
3547. Ripley County, Missouri  
3548. Rolla city, Missouri  
3549. Saline County, Missouri  
3550. Sedalia city, Missouri  
3551. Sikeston city, Missouri  
3552. Smithville city, Missouri  
3553. St. Ann city, Missouri  
3554. Ste. Genevieve County, Missouri  
3555. Stoddard County, Missouri  
3556. Texas County, Missouri  
3557. Town and Country city, Missouri  
3558. Troy city, Missouri  
3559. Union city, Missouri  
3560. Vernon County, Missouri  
3561. Warrensburg city, Missouri  
3562. Washington city, Missouri  
3563. Washington County, Missouri  
3564. Wayne County, Missouri  
3565. Webb City city, Missouri  
3566. Webster Groves city, Missouri  
3567. West Plains city, Missouri  
3568. Wright County, Missouri  
3569. Billings city, Montana \*  
3570. Bozeman city, Montana \*  
3571. Butte-Silver Bow, Montana \*  
3572. Cascade County, Montana \*  
3573. Flathead County, Montana \*  
3574. Gallatin County, Montana \*  
3575. Great Falls city, Montana \*  
3576. Helena city, Montana \*  
3577. Lake County, Montana \*  
3578. Lewis and Clark County, Montana \*  
3579. Missoula city, Montana \*  
3580. Missoula County, Montana \*  
3581. Ravalli County, Montana \*  
3582. Yellowstone County, Montana \*  
3583. Big Horn County, Montana  
3584. Carbon County, Montana  
3585. Custer County, Montana  
3586. Fergus County, Montana  
3587. Glacier County, Montana  
3588. Hill County, Montana  
3589. Jefferson County, Montana  
3590. Kalispell city, Montana  
3591. Lincoln County, Montana  
3592. Park County, Montana  
3593. Richland County, Montana  
3594. Roosevelt County, Montana  
3595. Sanders County, Montana  
3596. Adams County, Nebraska \*  
3597. Bellevue city, Nebraska \*  
3598. Buffalo County, Nebraska \*  
3599. Dodge County, Nebraska \*



3600. Douglas County, Nebraska \*
3601. Grand Island city, Nebraska \*
3602. Hall County, Nebraska \*
3603. Kearney city, Nebraska \*
3604. Lancaster County, Nebraska \*
3605. Lincoln city, Nebraska \*
3606. Lincoln County, Nebraska \*
3607. Madison County, Nebraska \*
3608. Omaha city, Nebraska \*
3609. Platte County, Nebraska \*
3610. Sarpy County, Nebraska \*
3611. Scotts Bluff County, Nebraska \*
3612. Beatrice city, Nebraska
3613. Box Butte County, Nebraska
3614. Cass County, Nebraska
3615. Colfax County, Nebraska
3616. Columbus city, Nebraska
3617. Custer County, Nebraska
3618. Dakota County, Nebraska
3619. Dawson County, Nebraska
3620. Fremont city, Nebraska
3621. Gage County, Nebraska
3622. Hastings city, Nebraska
3623. Holt County, Nebraska
3624. La Vista city, Nebraska
3625. Lexington city, Nebraska
3626. Norfolk city, Nebraska
3627. North Platte city, Nebraska
3628. Otoe County, Nebraska
3629. Papillion city, Nebraska
3630. Red Willow County, Nebraska
3631. Saline County, Nebraska
3632. Saunders County, Nebraska
3633. Scottsbluff city, Nebraska
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
3652. Elko city, Nevada
3653. Fernley city, Nevada
3654. Humboldt County, Nevada
3655. Mesquite city, Nevada
3656. Belknap County, New Hampshire \*
3657. Carroll County, New Hampshire \*
3658. Cheshire County, New Hampshire \*
3659. Concord city, New Hampshire \*
3660. Coos County, New Hampshire \*
3661. Derry town, New Hampshire \*
3662. Dover city, New Hampshire \*
3663. Grafton County, New Hampshire \*
3664. Hillsborough County, New Hampshire \*
3665. Manchester city, New Hampshire \*
3666. Merrimack County, New Hampshire \*
3667. Nashua city, New Hampshire \*
3668. Rochester city, New Hampshire \*
3669. Rockingham County, New Hampshire \*
3670. Strafford County, New Hampshire \*
3671. Sullivan County, New Hampshire \*
3672. Amherst town, New Hampshire
3673. Bedford town, New Hampshire
3674. Berlin city, New Hampshire
3675. Claremont city, New Hampshire
3676. Conway town, New Hampshire
3677. Durham town, New Hampshire
3678. Exeter town, New Hampshire
3679. Goffstown town, New Hampshire
3680. Hampton town, New Hampshire
3681. Hanover town, New Hampshire
3682. Hooksett town, New Hampshire
3683. Hudson town, New Hampshire
3684. Keene city, New Hampshire
3685. Laconia city, New Hampshire
3686. Lebanon city, New Hampshire
3687. Londonderry town, New Hampshire
3688. Merrimack town, New Hampshire
3689. Milford town, New Hampshire
3690. Pelham town, New Hampshire
3691. Portsmouth city, New Hampshire
3692. Raymond town, New Hampshire
3693. Salem town, New Hampshire
3694. Somersworth city, New Hampshire
3695. Windham town, New Hampshire
3696. Atlantic City city, New Jersey \*
3697. Atlantic County, New Jersey \*
3698. Bayonne city, New Jersey \*
3699. Belleville township, New Jersey \*
3700. Bergen County, New Jersey \*
3701. Berkeley township, New Jersey \*
3702. Bloomfield township, New Jersey \*
3703. Brick township, New Jersey \*
3704. Bridgewater township, New Jersey \*
3705. Burlington County, New Jersey \*
3706. Camden city, New Jersey \*
3707. Camden County, New Jersey \*
3708. Cape May County, New Jersey \*
3709. Cherry Hill township, New Jersey \*
3710. City of Orange township, New Jersey \*
3711. Clifton city, New Jersey \*
3712. Cumberland County, New Jersey \*
3713. Deptford township, New Jersey \*
3714. East Brunswick township, New Jersey \*
3715. East Orange city, New Jersey \*
3716. Edison township, New Jersey \*
3717. Egg Harbor township, New Jersey \*

3718. Elizabeth city, New Jersey \*
3719. Essex County, New Jersey \*
3720. Evesham township, New Jersey \*
3721. Ewing township, New Jersey \*
3722. Fair Lawn borough, New Jersey \*
3723. Fort Lee borough, New Jersey \*
3724. Franklin township, New Jersey \*
3725. Freehold township, New Jersey \*
3726. Galloway township, New Jersey \*
3727. Garfield city, New Jersey \*
3728. Gloucester County, New Jersey \*
3729. Gloucester township, New Jersey \*
3730. Hackensack city, New Jersey \*
3731. Hamilton township, New Jersey \*
3732. Hillsborough township, New Jersey \*
3733. Hoboken city, New Jersey \*
3734. Howell township, New Jersey \*
3735. Hudson County, New Jersey \*
3736. Hunterdon County, New Jersey \*
3737. Irvington township, New Jersey \*
3738. Jackson township, New Jersey \*
3739. Jersey City city, New Jersey \*
3740. Kearny town, New Jersey \*
3741. Lakewood township, New Jersey \*
3742. Lawrence township, New Jersey \*
3743. Linden city, New Jersey \*
3744. Livingston township, New Jersey \*
3745. Long Branch city, New Jersey \*
3746. Manalapan township, New Jersey \*
3747. Manchester township, New Jersey \*
3748. Marlboro township, New Jersey \*
3749. Mercer County, New Jersey \*
3750. Middlesex County, New Jersey \*
3751. Middletown township, New Jersey \*
3752. Monmouth County, New Jersey \*
3753. Monroe township, New Jersey \*
3754. Monroe township, New Jersey \*
3755. Montclair township, New Jersey \*
3756. Morris County, New Jersey \*
3757. Mount Laurel township, New Jersey \*
3758. New Brunswick city, New Jersey \*
3759. Newark city, New Jersey \*
3760. North Bergen township, New Jersey \*
3761. North Brunswick township, New Jersey \*
3762. Ocean County, New Jersey \*
3763. Old Bridge township, New Jersey \*
3764. Parsippany-Troy Hills township, New Jersey \*
3765. Passaic city, New Jersey \*
3766. Passaic County, New Jersey \*
3767. Paterson city, New Jersey \*
3768. Pennsauken township, New Jersey \*
3769. Perth Amboy city, New Jersey \*
3770. Piscataway township, New Jersey \*
3771. Plainfield city, New Jersey \*
3772. Princeton, New Jersey \*
3773. Salem County, New Jersey \*
3774. Sayreville borough, New Jersey \*
3775. Somerset County, New Jersey \*
3776. South Brunswick township, New Jersey \*
3777. Sussex County, New Jersey \*
3778. Teaneck township, New Jersey \*
3779. Toms River township, New Jersey \*
3780. Trenton city, New Jersey \*
3781. Union City city, New Jersey \*
3782. Union County, New Jersey \*
3783. Union township, New Jersey \*
3784. Vineland city, New Jersey \*
3785. Warren County, New Jersey \*
3786. Washington township, New Jersey \*
3787. Wayne township, New Jersey \*
3788. West New York town, New Jersey \*
3789. West Orange township, New Jersey \*
3790. Willingboro township, New Jersey \*
3791. Winslow township, New Jersey \*
3792. Woodbridge township, New Jersey \*
3793. Aberdeen township, New Jersey
3794. Asbury Park city, New Jersey
3795. Barnegat township, New Jersey
3796. Beachwood borough, New Jersey
3797. Bellmawr borough, New Jersey
3798. Bergenfield borough, New Jersey
3799. Berkeley Heights township, New Jersey
3800. Bernards township, New Jersey
3801. Bordentown township, New Jersey
3802. Bound Brook borough, New Jersey
3803. Branchburg township, New Jersey
3804. Bridgeton city, New Jersey
3805. Burlington township, New Jersey
3806. Carteret borough, New Jersey
3807. Cedar Grove township, New Jersey
3808. Chatham township, New Jersey
3809. Cinnaminson township, New Jersey
3810. Clark township, New Jersey
3811. Cliffside Park borough, New Jersey
3812. Clinton township, New Jersey
3813. Collingswood borough, New Jersey
3814. Cranford township, New Jersey
3815. Delran township, New Jersey

3816. Denville township, New Jersey
3817. Dover town, New Jersey
3818. Dumont borough, New Jersey
3819. East Greenwich township, New Jersey
3820. East Hanover township, New Jersey
3821. East Windsor township, New Jersey
3822. Eatontown borough, New Jersey
3823. Edgewater borough, New Jersey
3824. Elmwood Park borough, New Jersey
3825. Englewood city, New Jersey
3826. Fairview borough, New Jersey
3827. Florence township, New Jersey
3828. Florham Park borough, New Jersey
3829. Franklin Lakes borough, New Jersey
3830. Franklin township, New Jersey
3831. Freehold borough, New Jersey
3832. Glassboro borough, New Jersey
3833. Glen Rock borough, New Jersey
3834. Gloucester City city, New Jersey
3835. Guttenberg town, New Jersey
3836. Haddon township, New Jersey
3837. Haddonfield borough, New Jersey
3838. Hamilton township, New Jersey
3839. Hammonont town, New Jersey
3840. Hanover township, New Jersey
3841. Harrison town, New Jersey
3842. Harrison township, New Jersey
3843. Hasbrouck Heights borough, New Jersey
3844. Hawthorne borough, New Jersey
3845. Hazlet township, New Jersey
3846. Highland Park borough, New Jersey
3847. Hillsdale borough, New Jersey
3848. Hillside township, New Jersey
3849. Holmdel township, New Jersey
3850. Hopatcong borough, New Jersey
3851. Hopewell township, New Jersey
3852. Jefferson township, New Jersey
3853. Lacey township, New Jersey
3854. Lincoln Park borough, New Jersey
3855. Lindenwold borough, New Jersey
3856. Little Egg Harbor township, New Jersey
3857. Little Falls township, New Jersey
3858. Little Ferry borough, New Jersey
3859. Lodi borough, New Jersey
3860. Lower township, New Jersey
3861. Lumberton township, New Jersey
3862. Lyndhurst township, New Jersey
3863. Madison borough, New Jersey
3864. Mahwah township, New Jersey
3865. Mantua township, New Jersey
3866. Manville borough, New Jersey
3867. Maple Shade township, New Jersey
3868. Maplewood township, New Jersey
3869. Medford township, New Jersey
3870. Metuchen borough, New Jersey
3871. Middle township, New Jersey
3872. Middlesex borough, New Jersey
3873. Millburn township, New Jersey
3874. Millstone township, New Jersey
3875. Millville city, New Jersey
3876. Montgomery township, New Jersey
3877. Montville township, New Jersey
3878. Moorestown township, New Jersey
3879. Morris township, New Jersey
3880. Morristown town, New Jersey
3881. Mount Olive township, New Jersey
3882. Neptune township, New Jersey
3883. New Milford borough, New Jersey
3884. New Providence borough, New Jersey
3885. North Arlington borough, New Jersey
3886. North Plainfield borough, New Jersey
3887. Nutley township, New Jersey
3888. Oakland borough, New Jersey
3889. Ocean City city, New Jersey
3890. Ocean township, New Jersey
3891. Palisades Park borough, New Jersey
3892. Paramus borough, New Jersey
3893. Pemberton township, New Jersey
3894. Pennsville township, New Jersey
3895. Pequannock township, New Jersey
3896. Phillipsburg town, New Jersey
3897. Pine Hill borough, New Jersey
3898. Plainsboro township, New Jersey
3899. Pleasantville city, New Jersey
3900. Point Pleasant borough, New Jersey
3901. Pompton Lakes borough, New Jersey
3902. Rahway city, New Jersey
3903. Ramsey borough, New Jersey
3904. Randolph township, New Jersey
3905. Raritan township, New Jersey
3906. Readington township, New Jersey
3907. Red Bank borough, New Jersey
3908. Ridgefield borough, New Jersey
3909. Ridgefield Park village, New Jersey
3910. Ridgewood village, New Jersey
3911. Ringwood borough, New Jersey
3912. River Edge borough, New Jersey
3913. Robbinsville township, New Jersey
3914. Rockaway township, New Jersey
3915. Roselle borough, New Jersey

3916. Roselle Park borough, New Jersey
3917. Roxbury township, New Jersey
3918. Rutherford borough, New Jersey
3919. Saddle Brook township, New Jersey
3920. Scotch Plains township, New Jersey
3921. Secaucus town, New Jersey
3922. Somers Point city, New Jersey
3923. Somerville borough, New Jersey
3924. South Orange Village township, New Jersey
3925. South Plainfield borough, New Jersey
3926. South River borough, New Jersey
3927. Southampton township, New Jersey
3928. Sparta township, New Jersey
3929. Springfield township, New Jersey
3930. Stafford township, New Jersey
3931. Summit city, New Jersey
3932. Tenafly borough, New Jersey
3933. Tinton Falls borough, New Jersey
3934. Totowa borough, New Jersey
3935. Upper township, New Jersey
3936. Vernon township, New Jersey
3937. Verona township, New Jersey
3938. Voorhees township, New Jersey
3939. Waldwick borough, New Jersey
3940. Wall township, New Jersey
3941. Wallington borough, New Jersey
3942. Wanaque borough, New Jersey
3943. Wantage township, New Jersey
3944. Warren township, New Jersey
3945. Washington township, New Jersey
3946. Waterford township, New Jersey
3947. Weehawken township, New Jersey
3948. West Caldwell township, New Jersey
3949. West Deptford township, New Jersey
3950. West Milford township, New Jersey
3951. West Windsor township, New Jersey
3952. Westfield town, New Jersey
3953. Westwood borough, New Jersey
3954. Woodland Park borough, New Jersey
3955. Woolwich township, New Jersey
3956. Wyckoff township, New Jersey
3957. Alamogordo city, New Mexico \*
3958. Albuquerque city, New Mexico \*
3959. Bernalillo County, New Mexico \*
3960. Chaves County, New Mexico \*
3961. Clovis city, New Mexico \*
3962. Curry County, New Mexico \*
3963. Doña Ana County, New Mexico \*
3964. Eddy County, New Mexico \*
3965. Farmington city, New Mexico \*
3966. Hobbs city, New Mexico \*
3967. Las Cruces city, New Mexico \*
3968. Lea County, New Mexico \*
3969. McKinley County, New Mexico \*
3970. Otero County, New Mexico \*
3971. Rio Arriba County, New Mexico \*
3972. Rio Rancho city, New Mexico \*
3973. Roswell city, New Mexico \*
3974. San Juan County, New Mexico \*
3975. Sandoval County, New Mexico \*
3976. Santa Fe city, New Mexico \*
3977. Santa Fe County, New Mexico \*
3978. Taos County, New Mexico \*
3979. Valencia County, New Mexico \*
3980. Artesia city, New Mexico
3981. Bernalillo town, New Mexico
3982. Carlsbad city, New Mexico
3983. Cibola County, New Mexico
3984. Colfax County, New Mexico
3985. Deming city, New Mexico
3986. Española city, New Mexico
3987. Gallup city, New Mexico
3988. Grant County, New Mexico
3989. Las Vegas city, New Mexico
3990. Lincoln County, New Mexico
3991. Los Alamos County, New Mexico
3992. Los Lunas village, New Mexico
3993. Lovington city, New Mexico
3994. Luna County, New Mexico
3995. Portales city, New Mexico
3996. Roosevelt County, New Mexico
3997. San Miguel County, New Mexico
3998. Sierra County, New Mexico
3999. Socorro County, New Mexico
4000. Sunland Park city, New Mexico
4001. Torrance County, New Mexico
4002. Albany city, New York \*
4003. Albany County, New York \*
4004. Allegany County, New York \*
4005. Amherst town, New York \*
4006. Babylon town, New York \*
4007. Bethlehem town, New York \*
4008. Binghamton city, New York \*
4009. Brighton town, New York \*
4010. Brookhaven town, New York \*
4011. Broome County, New York \*
4012. Buffalo city, New York \*
4013. Carmel town, New York \*
4014. Cattaraugus County, New York \*
4015. Cayuga County, New York \*
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 \*
4026. Colonie town, New York \*
4027. Columbia County, New York \*
4028. Cortland County, New York \*
4029. Cortlandt town, New York \*
4030. Delaware County, New York \*
4031. Dutchess County, New York \*
4032. Eastchester town, New York \*
4033. Erie County, New York \*
4034. Essex County, New York \*
4035. Franklin County, New York \*
4036. Freeport village, New York \*
4037. Fulton County, New York \*
4038. Genesee County, New York \*
4039. Greece town, New York \*
4040. Greenburgh town, New York \*
4041. Greene County, New York \*
4042. Guilderland town, New York \*
4043. Hamburg town, New York \*
4044. Haverstraw town, New York \*
4045. Hempstead town, New York \*
4046. Hempstead village, New York \*
4047. Henrietta town, New York \*
4048. Herkimer County, New York \*
4049. Huntington town, New York \*
4050. Irondequoit town, New York \*
4051. Islip town, New York \*
4052. Ithaca city, New York \*
4053. Jefferson County, New York \*
4054. Lancaster town, New York \*
4055. Livingston County, New York \*
4056. Long Beach city, New York \*
4057. Madison County, New York \*
4058. Manlius town, New York \*
4059. Monroe County, New York \*
4060. Montgomery County, New York \*
4061. Mount Pleasant town, New York \*
4062. Mount Vernon city, New York \*
4063. Nassau County, New York \*
4064. New Rochelle city, New York \*
4065. New York city / Bronx County / Kings County / New York County / Queens County / Richmond County, New York \*
4066. Newburgh town, New York \*
4067. Niagara County, New York \*
4068. Niagara Falls city, New York \*
4069. North Hempstead town, New York \*
4070. North Tonawanda city, New York \*
4071. Oneida County, New York \*
4072. Onondaga County, New York \*
4073. Ontario County, New York \*
4074. Orange County, New York \*
4075. Orangetown town, New York \*
4076. Orleans County, New York \*
4077. Ossining town, New York \*
4078. Oswego County, New York \*
4079. Otsego County, New York \*
4080. Oyster Bay town, New York \*
4081. Penfield town, New York \*
4082. Perinton town, New York \*
4083. Poughkeepsie city, New York \*
4084. Poughkeepsie town, New York \*
4085. Putnam County, New York \*
4086. Ramapo town, New York \*
4087. Rensselaer County, New York \*
4088. Riverhead town, New York \*
4089. Rochester city, New York \*
4090. Rockland County, New York \*
4091. Rome city, New York \*
4092. Rye town, New York \*
4093. Salina town, New York \*
4094. Saratoga County, New York \*
4095. Schenectady city, New York \*
4096. Schenectady County, New York \*
4097. Schoharie County, New York \*
4098. Seneca County, New York \*
4099. Smithtown town, New York \*
4100. Southampton town, New York \*
4101. Spring Valley village, New York \*
4102. St. Lawrence County, New York \*
4103. Steuben County, New York \*
4104. Suffolk County, New York \*
4105. Sullivan County, New York \*
4106. Syracuse city, New York \*
4107. Tioga County, New York \*
4108. Tompkins County, New York \*
4109. Tonawanda town, New York \*
4110. Troy city, New York \*
4111. Ulster County, New York \*
4112. Union town, New York \*
4113. Utica city, New York \*
4114. Valley Stream village, New York \*
4115. Warren County, New York \*
4116. Warwick town, New York \*
4117. Washington County, New York \*
4118. Wayne County, New York \*
4119. Webster town, New York \*
4120. West Seneca town, New York \*
4121. Westchester County, New York \*
4122. White Plains city, New York \*
4123. Wyoming County, New York \*
4124. Yonkers city, New York \*
4125. Yorktown town, New York \*
4126. Amsterdam city, New York
4127. Arcadia town, New York
4128. Auburn city, New York
4129. Aurora town, New York
4130. Babylon village, New York
4131. Ballston town, New York
4132. Batavia city, New York
4133. Bath town, New York
4134. Beacon city, New York
4135. Bedford town, New York
4136. Beekman town, New York
4137. Blooming Grove town, New York
4138. Brunswick town, New York
4139. Camillus town, New York
4140. Canandaigua city, New York
4141. Canandaigua town, New York
4142. Canton town, New York
4143. Catskill town, New York
4144. Chenango town, New York
4145. Chester town, New York
4146. Chili town, New York
4147. Cohoes city, New York
4148. Corning city, New York
4149. Cornwall town, New York
4150. Cortland city, New York
4151. De Witt town, New York
4152. Depew village, 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  
4158. East Hampton town, New York  
4159. Elma town, New York  
4160. Elmira city, New York  
4161. Endicott village, New York  
4162. Evans town, New York  
4163. Fallsburg town, New York  
4164. Farmington town, New York  
4165. Fishkill town, New York  
4166. Floral Park village, New York  
4167. Fredonia village, New York  
4168. Fulton city, New York  
4169. Garden City village, New York  
4170. Gates town, New York  
4171. Geddes town, New York  
4172. Geneseo town, New York  
4173. Geneva city, New York  
4174. German Flatts town, New York  
4175. Glen Cove city, New York  
4176. Glens Falls city, New York  
4177. Glenville town, New York  
4178. Gloversville city, New York  
4179. Goshen town, New York  
4180. Grand Island town, New York  
4181. Great Neck village, New York  
4182. Halfmoon town, New York  
4183. Harrison town, New York  
4184. Harrison village, New York  
4185. Haverstraw village, New York  
4186. Highlands town, New York  
4187. Horseheads town, New York  
4188. Hyde Park town, New York  
4189. Ithaca town, New York  
4190. Jamestown city, New York  
4191. Johnson City village, New York  
4192. Kenmore village, New York  
4193. Kent town, New York  
4194. Kingsbury town, New York  
4195. Kingston city, New York  
4196. Kirkland town, New York  
4197. Kiryas Joel village, New York  
4198. La Grange town, New York  
4199. Lackawanna city, New York  
4200. Lake Grove village, New York  
4201. Lancaster village, New York  
4202. Lansing town, New York  
4203. Le Ray town, New York  
4204. Lewis County, New York  
4205. Lewisboro town, New York  
4206. Lewiston town, New York  
4207. Lindenhurst village, New York  
4208. Lloyd town, New York  
4209. Lockport city, New York  
4210. Lockport town, New York  
4211. Lynbrook village, New York  
4212. Lysander town, New York  
4213. Malone town, New York  
4214. Malta town, New York  
4215. Mamakating town, New York  
4216. Mamaroneck town, New York  
4217. Mamaroneck village, New York  
4218. Massapequa Park village, New York  
4219. Massena town, New York  
4220. Massena village, New York  
4221. Middletown city, New York  
4222. Milton town, New York  
4223. Mineola village, New York  
4224. Monroe town, New York  
4225. Montgomery town, New York  
4226. Moreau town, New York  
4227. Mount Kisco village / Mount Kisco town, New York  
4228. New Castle town, New York  
4229. New Hartford town, New York  
4230. New Paltz town, New York  
4231. New Windsor town, New York  
4232. Newburgh city, New York  
4233. Niskayuna town, New York  
4234. North Castle town, New York  
4235. North Greenbush town, New York  
4236. Ogden town, New York  
4237. Ogdensburg city, New York  
4238. Olean city, New York  
4239. Oneida city, New York  
4240. Oneonta city, New York  
4241. Onondaga town, New York  
4242. Ontario town, New York  
4243. Orchard Park town, New York  
4244. Ossining village, New York  
4245. Oswego city, New York  
4246. Owego town, New York  
4247. Palm Tree town, New York  
4248. Parma town, New York  
4249. Patchogue village, New York  
4250. Patterson town, New York  
4251. Peekskill city, New York  
4252. Pelham town, New York  
4253. Pittsford town, New York  
4254. Plattekill town, New York  
4255. Plattsburgh city, New York  
4256. Plattsburgh town, New York  
4257. Pomfret town, New York  
4258. Port Chester village, New York  
4259. Potsdam town, New York  
4260. Putnam Valley town, New York  
4261. Queensbury town, New York  
4262. Red Hook town, New York  
4263. Rockville Centre village, New York  
4264. Rotterdam town, New York  
4265. Rye city, New York  
4266. Saratoga Springs city, New York  
4267. Saugerties town, New York  
4268. Scarsdale village / Scarsdale town, New York  
4269. Schodack town, New York  
4270. Schuyler County, New York  
4271. Shawangunk town, New York  
4272. Sleepy Hollow village, New York  
4273. Somers town, New York  
4274. Southeast town, New York  
4275. Southold town, New York  
4276. Stony Point town, New York  
4277. Suffern village, New York  
4278. Sullivan town, New York  
4279. Sweden town, New York  
4280. Tarrytown village, New York  
4281. Thompson town, New York  
4282. Tonawanda city, New York  
4283. Ulster town, New York  
4284. Van Buren town, New York  
4285. Vestal town, New York  
4286. Victor town, New York  
4287. Wallkill town, New York  
4288. Wappinger town, New York  
4289. Watertown city, New York  
4290. Wawarsing town, New York  
4291. West Haverstraw village, New York  
4292. Westbury village, New York  
4293. Wheatfield town, New York  
4294. Whitestown town, New York  
4295. Wilton town, New York  
4296. Woodbury town, New York  
4297. Woodbury village, New York  
4298. Yates County, New York  
4299. Alamance County, North Carolina \*  
4300. Alexander County, North Carolina \*

4301. Apex town, North Carolina \*
4302. Asheville city, North Carolina \*
4303. Beaufort County, North Carolina \*
4304. Bladen County, North Carolina \*
4305. Brunswick County, North Carolina \*
4306. Buncombe County, North Carolina \*
4307. Burke County, North Carolina \*
4308. Burlington city, North Carolina \*
4309. Cabarrus County, North Carolina \*
4310. Caldwell County, North Carolina \*
4311. Carteret County, North Carolina \*
4312. Cary town, North Carolina \*
4313. Catawba County, North Carolina \*
4314. Chapel Hill town, North Carolina \*
4315. Charlotte city, North Carolina \*
4316. Chatham County, North Carolina \*
4317. Cleveland County, North Carolina \*
4318. Columbus County, North Carolina \*
4319. Concord city, North Carolina \*
4320. Cornelius town, North Carolina \*
4321. Craven County, North Carolina \*
4322. Cumberland County, North Carolina \*
4323. Dare County, North Carolina \*
4324. Davidson County, North Carolina \*
4325. Davie County, North Carolina \*
4326. Duplin County, North Carolina \*
4327. Durham city, North Carolina \*
4328. Durham County, North Carolina \*
4329. Edgecombe County, North Carolina \*
4330. Fayetteville city, North Carolina \*
4331. Forsyth County, North Carolina \*
4332. Franklin County, North Carolina \*
4333. Fuquay-Varina town, North Carolina \*
4334. Garner town, North Carolina \*
4335. Gaston County, North Carolina \*
4336. Gastonia city, North Carolina \*
4337. Goldsboro city, North Carolina \*
4338. Granville County, North Carolina \*
4339. Greensboro city, North Carolina \*
4340. Greenville city, North Carolina \*
4341. Guilford County, North Carolina \*
4342. Halifax County, North Carolina \*
4343. Harnett County, North Carolina \*
4344. Haywood County, North Carolina \*
4345. Henderson County, North Carolina \*
4346. Hickory city, North Carolina \*
4347. High Point city, North Carolina \*
4348. Hoke County, North Carolina \*
4349. Holly Springs town, North Carolina \*
4350. Huntersville town, North Carolina \*
4351. Indian Trail town, North Carolina \*
4352. Iredell County, North Carolina \*
4353. Jackson County, North Carolina \*
4354. Jacksonville city, North Carolina \*
4355. Johnston County, North Carolina \*
4356. Kannapolis city, North Carolina \*
4357. Lee County, North Carolina \*
4358. Lenoir County, North Carolina \*
4359. Lincoln County, North Carolina \*
4360. Macon County, North Carolina \*
4361. Matthews town, North Carolina \*
4362. McDowell County, North Carolina \*
4363. Mecklenburg County, North Carolina \*
4364. Monroe city, North Carolina \*
4365. Moore County, North Carolina \*
4366. Mooresville town, North Carolina \*
4367. Nash County, North Carolina \*
4368. New Hanover County, North Carolina \*
4369. Onslow County, North Carolina \*
4370. Orange County, North Carolina \*
4371. Pasquotank County, North Carolina \*
4372. Pender County, North Carolina \*
4373. Person County, North Carolina \*
4374. Pitt County, North Carolina \*
4375. Raleigh city, North Carolina \*
4376. Randolph County, North Carolina \*
4377. Richmond County, North Carolina \*
4378. Robeson County, North Carolina \*
4379. Rockingham County, North Carolina \*
4380. Rocky Mount city, North Carolina \*
4381. Rowan County, North Carolina \*
4382. Rutherford County, North Carolina \*
4383. Salisbury city, North Carolina \*
4384. Sampson County, North Carolina \*
4385. Sanford city, North Carolina \*
4386. Scotland County, North Carolina \*
4387. Stanly County, North Carolina \*
4388. Stokes County, North Carolina \*

4389. Surry County, North Carolina \*
4390. Transylvania County, North Carolina \*
4391. Union County, North Carolina \*
4392. Vance County, North Carolina \*
4393. Wake County, North Carolina \*
4394. Wake Forest town, North Carolina \*
4395. Watauga County, North Carolina \*
4396. Wayne County, North Carolina \*
4397. Wilkes County, North Carolina \*
4398. Wilmington city, North Carolina \*
4399. Wilson city, North Carolina \*
4400. Wilson County, North Carolina \*
4401. Winston-Salem city, North Carolina \*
4402. Yadkin County, North Carolina \*
4403. Albemarle city, North Carolina
4404. Alleghany County, North Carolina
4405. Anson County, North Carolina
4406. Archdale city, North Carolina
4407. Ashe County, North Carolina
4408. Asheboro city, North Carolina
4409. Avery County, North Carolina
4410. Belmont city, North Carolina
4411. Bertie County, North Carolina
4412. Boone town, North Carolina
4413. Camden County, North Carolina
4414. Carrboro town, North Carolina
4415. Caswell County, North Carolina
4416. Cherokee County, North Carolina
4417. Chowan County, North Carolina
4418. Clay County, North Carolina
4419. Clayton town, North Carolina
4420. Clemmons village, North Carolina
4421. Currituck County, North Carolina
4422. Davidson town, North Carolina
4423. Eden city, North Carolina
4424. Elizabeth City city, North Carolina
4425. Elon town, North Carolina
4426. Gates County, North Carolina
4427. Graham city, North Carolina
4428. Greene County, North Carolina
4429. Harrisburg town, North Carolina
4430. Havelock city, North Carolina
4431. Henderson city, North Carolina
4432. Hendersonville city, North Carolina
4433. Hertford County, North Carolina
4434. Hope Mills town, North Carolina
4435. Kernersville town, North Carolina
4436. Kings Mountain city, North Carolina
4437. Kinston city, North Carolina
4438. Knightdale town, North Carolina
4439. Laurinburg city, North Carolina
4440. Leland town, North Carolina
4441. Lenoir city, North Carolina
4442. Lewisville town, North Carolina
4443. Lexington city, North Carolina
4444. Lincolnton city, North Carolina
4445. Lumberton city, North Carolina
4446. Madison County, North Carolina
4447. Martin County, North Carolina
4448. Mebane city, North Carolina
4449. Mint Hill town, North Carolina
4450. Mitchell County, North Carolina
4451. Montgomery County, North Carolina
4452. Morganton city, North Carolina
4453. Morrisville town, North Carolina
4454. Mount Airy city, North Carolina
4455. Mount Holly city, North Carolina
4456. New Bern city, North Carolina
4457. Newton city, North Carolina
4458. Northampton County, North Carolina
4459. Pamlico County, North Carolina
4460. Perquimans County, North Carolina
4461. Pinehurst village, North Carolina
4462. Polk County, North Carolina
4463. Reidsville city, North Carolina
4464. Roanoke Rapids city, North Carolina
4465. Shelby city, North Carolina
4466. Smithfield town, North Carolina
4467. Southern Pines town, North Carolina
4468. Spring Lake town, North Carolina
4469. Stallings town, North Carolina
4470. Statesville city, North Carolina
4471. Summerfield town, North Carolina
4472. Swain County, North Carolina
4473. Tarboro town, North Carolina
4474. Thomasville city, North Carolina
4475. Warren County, North Carolina
4476. Washington County, North Carolina
4477. Waxhaw town, North Carolina
4478. Waynesville town, North Carolina
4479. Weddington town, North Carolina
4480. Yancey County, North Carolina
4481. Bismarck city, North Dakota \*
4482. Burleigh County, North Dakota \*
4483. Cass County, North Dakota \*
4484. Fargo city, North Dakota \*
4485. Grand Forks city, North Dakota \*
4486. Grand Forks County, North Dakota \*
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. Beaver creek city, Ohio *	4564. Hamilton County, Ohio *	4619. Plain township, Ohio *
4516. Beaver creek 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 \*
4650. West Chester township, Ohio \*
4651. Westerville city, Ohio \*
4652. Westlake city, Ohio \*
4653. Williams County, Ohio \*
4654. Wood County, Ohio \*
4655. Youngstown city, Ohio \*
4656. Adams County, Ohio
4657. Alliance city, Ohio
4658. American township, Ohio
4659. Amherst city, Ohio
4660. Ashland city, Ohio
4661. Ashtabula city, Ohio
4662. Ashtabula township, Ohio
4663. Athens city, Ohio
4664. Aurora city, Ohio
4665. Avon city, Ohio
4666. Avon Lake city, Ohio
4667. Bainbridge township, Ohio
4668. Barberton city, Ohio
4669. Batavia township, Ohio
4670. Bay Village city, Ohio
4671. Beachwood city, Ohio
4672. Bedford city, Ohio
4673. Bedford Heights city, Ohio
4674. Bellefontaine city, Ohio
4675. Berea city, Ohio
4676. Bethel township, Ohio
4677. Bexley city, Ohio
4678. Blue Ash city, Ohio
4679. Brecksville city, Ohio
4680. Brimfield township, Ohio
4681. Broadview Heights city, Ohio
4682. Brook Park city, Ohio
4683. Brooklyn city, Ohio
4684. Brunswick Hills township, Ohio
4685. Bucyrus city, Ohio
4686. Cambridge city, Ohio
4687. Cambridge township, Ohio
4688. Canfield township, Ohio
4689. Canton township, Ohio
4690. Carroll County, Ohio
4691. Celina city, Ohio
4692. Centerville city, Ohio
4693. Chester township, Ohio
4694. Chillicothe city, Ohio
4695. Chippewa township, Ohio
4696. Circleville city, Ohio
4697. Clayton city, Ohio
4698. Clinton township, Ohio
4699. Concord township, Ohio
4700. Concord township, Ohio
4701. Conneaut city, Ohio
4702. Copley township, Ohio
4703. Coshocton city, Ohio
4704. Coventry township, Ohio
4705. Defiance city, Ohio
4706. Defiance township, Ohio
4707. Delhi township, Ohio
4708. Dover city, Ohio
4709. Duchouquet township, Ohio
4710. East Cleveland city, Ohio
4711. East Liverpool city, Ohio
4712. Eastlake city, Ohio
4713. Englewood city, Ohio
4714. Etna township, Ohio
4715. Fairfield township, Ohio
4716. Fairview Park city, Ohio
4717. Falls township, Ohio
4718. Fayette County, Ohio
4719. Forest Park city, Ohio
4720. Fostoria city, Ohio
4721. Franklin city, Ohio
4722. Franklin township, Ohio
4723. Fremont city, Ohio
4724. Gallia County, Ohio
4725. Garfield Heights city, Ohio
4726. Geneva township, Ohio
4727. Genoa township, Ohio
4728. Goshen township, Ohio
4729. Granville township, Ohio
4730. Green city, Ohio
4731. Green township, Ohio
4732. Greenville city, Ohio
4733. Greenville township, Ohio
4734. Hamilton township, Ohio
4735. Harrison city, Ohio
4736. Harrison County, Ohio
4737. Harrison township, Ohio
4738. Harrison township, Ohio
4739. Heath city, Ohio
4740. Henry County, Ohio
4741. Hocking County, Ohio
4742. Howland township, Ohio
4743. Hubbard township, Ohio
4744. Hudson city, Ohio
4745. Huron township, Ohio
4746. Ironton city, Ohio
4747. Jefferson township, Ohio
4748. Jefferson township, Ohio
4749. Kent city, Ohio
4750. Lake township, Ohio
4751. Lake township, Ohio
4752. Lake township, Ohio
4753. Lawrence township, Ohio
4754. Lebanon city, Ohio
4755. Lemon township, Ohio
4756. Liberty township, Ohio
4757. Liberty township, Ohio
4758. London city, Ohio
4759. Loveland city, Ohio
4760. Lyndhurst city, Ohio
4761. Macedonia city, Ohio
4762. Mad River township, Ohio
4763. Madison township, Ohio
4764. Madison township, Ohio
4765. Madison township, Ohio
4766. Maple Heights city, Ohio
4767. Marietta city, Ohio
4768. Marysville city, Ohio
4769. Maumee city, Ohio
4770. Mayfield Heights city, Ohio
4771. Medina city, Ohio
4772. Meigs County, Ohio
4773. Miami township, Ohio
4774. Miamisburg city, Ohio
4775. Middleburg Heights city, Ohio
4776. Monclova township, Ohio
4777. Monroe city, Ohio
4778. Monroe County, Ohio
4779. Monroe township, Ohio
4780. Montgomery city, Ohio
4781. Montville township, Ohio
4782. Moorefield township, Ohio
4783. Morgan County, Ohio
4784. Mount Vernon city, Ohio
4785. New Albany city, Ohio
4786. New Franklin city, Ohio
4787. New Philadelphia city, Ohio
4788. Niles city, Ohio
4789. Noble County, Ohio
4790. North Canton city, Ohio
4791. Norton city, Ohio
4792. Norwalk city, Ohio
4793. Norwood city, Ohio
4794. Olmsted township, Ohio
4795. Oregon city, Ohio
4796. Oxford city, Ohio
4797. Oxford township, Ohio
4798. Painesville city, Ohio
4799. Painesville township, Ohio
4800. Paris township, Ohio
4801. Parma Heights city, Ohio
4802. Pataskala city, Ohio
4803. Paulding County, Ohio
4804. Pease township, Ohio
4805. Perkins township, Ohio
4806. Perry township, Ohio
4807. Perry township, Ohio
4808. Perrysburg city, Ohio
4809. Perrysburg township, Ohio
4810. Pickerington city, Ohio
4811. Pierce township, Ohio

4812. Pike County, Ohio  
4813. Piqua city, Ohio  
4814. Plain township, Ohio  
4815. Pleasant township, Ohio  
4816. Poland township, Ohio  
4817. Portsmouth city, Ohio  
4818. Powell city, Ohio  
4819. Prairie township, Ohio  
4820. Ravenna city, Ohio  
4821. Reading city, Ohio  
4822. Richland township, Ohio  
4823. Richmond Heights city, Ohio  
4824. Riverside city, Ohio  
4825. Rocky River city, Ohio  
4826. Sagamore Hills township, Ohio  
4827. Salem city, Ohio  
4828. Sandusky city, Ohio  
4829. Scioto township, Ohio  
4830. Scioto township, Ohio  
4831. Seven Hills city, Ohio  
4832. Shaker Heights city, Ohio  
4833. Sharon township, Ohio  
4834. Sharonville city, Ohio  
4835. Shawnee township, Ohio  
4836. Sidney city, Ohio  
4837. Solon city, Ohio  
4838. South Euclid city, Ohio  
4839. Springboro city, Ohio  
4840. Springdale city, Ohio  
4841. Springfield township, Ohio  
4842. Springfield township, Ohio  
4843. Springfield township, Ohio  
4844. Springfield township, Ohio  
4845. St. Marys township, Ohio  
4846. Steubenville city, Ohio  
4847. Streetsboro city, Ohio  
4848. Struthers city, Ohio  
4849. Sycamore township, Ohio  
4850. Sylvania city, Ohio  
4851. Symmes township, Ohio  
4852. Tallmadge city, Ohio  
4853. Tiffin city, Ohio  
4854. Tipp City city, Ohio  
4855. Trenton city, Ohio  
4856. Trotwood city, Ohio  
4857. Troy city, Ohio  
4858. Truro township, Ohio  
4859. Turtlecreek township, Ohio  
4860. Twinsburg city, Ohio  
4861. Union township, Ohio  
4862. Union township, Ohio  
4863. University Heights city, Ohio  
4864. Upper township, Ohio  
4865. Urbana city, Ohio  
4866. Urbana township, Ohio  
4867. Van Wert city, Ohio  
4868. Van Wert County, Ohio  
4869. Vandalia city, Ohio  
4870. Vermilion city, Ohio  
4871. Vinton County, Ohio  
4872. Wadsworth city, Ohio  
4873. Warrensville Heights city, Ohio  
4874. Washington Court House city, Ohio  
4875. Weathersfield township, Ohio  
4876. West Carrollton city, Ohio  
4877. Whitehall city, Ohio  
4878. Wickliffe city, Ohio  
4879. Willoughby city, Ohio  
4880. Willowick city, Ohio  
4881. Wilmington city, Ohio  
4882. Wooster city, Ohio  
4883. Worthington city, Ohio  
4884. Wyandot County, Ohio  
4885. Xenia city, Ohio  
4886. Zanesville city, Ohio  
4887. Bartlesville city, Oklahoma \*  
4888. Broken Arrow city, Oklahoma \*  
4889. Bryan County, Oklahoma \*  
4890. Canadian County, Oklahoma \*  
4891. Carter County, Oklahoma \*  
4892. Cherokee County, Oklahoma \*  
4893. Cleveland County, Oklahoma \*  
4894. Comanche County, Oklahoma \*  
4895. Creek County, Oklahoma \*  
4896. Delaware County, Oklahoma \*  
4897. Edmond city, Oklahoma \*  
4898. Enid city, Oklahoma \*  
4899. Garfield County, Oklahoma \*  
4900. Grady County, Oklahoma \*  
4901. Kay County, Oklahoma \*  
4902. Lawton city, Oklahoma \*  
4903. Le Flore County, Oklahoma \*  
4904. Lincoln County, Oklahoma \*  
4905. Logan County, Oklahoma \*  
4906. Mayes County, Oklahoma \*  
4907. McClain County, Oklahoma \*  
4908. McCurtain County, Oklahoma \*  
4909. Midwest City city, Oklahoma \*  
4910. Moore city, Oklahoma \*  
4911. Muskogee city, Oklahoma \*  
4912. Muskogee County, Oklahoma \*  
4913. Norman city, Oklahoma \*  
4914. Oklahoma City city, Oklahoma \*  
4915. Oklahoma County, Oklahoma \*  
4916. Okmulgee County, Oklahoma \*  
4917. Osage County, Oklahoma \*  
4918. Ottawa County, Oklahoma \*  
4919. Owasso city, Oklahoma \*  
4920. Payne County, Oklahoma \*  
4921. Pittsburg County, Oklahoma \*  
4922. Pontotoc County, Oklahoma \*  
4923. Pottawatomie County, Oklahoma \*  
4924. Rogers County, Oklahoma \*  
4925. Sequoyah County, Oklahoma \*  
4926. Shawnee city, Oklahoma \*  
4927. Stephens County, Oklahoma \*  
4928. Stillwater city, Oklahoma \*  
4929. Tulsa city, Oklahoma \*  
4930. Tulsa County, Oklahoma \*  
4931. Wagoner County, Oklahoma \*  
4932. Washington County, Oklahoma \*  
4933. Ada city, Oklahoma  
4934. Adair County, Oklahoma  
4935. Altus city, Oklahoma  
4936. Ardmore city, Oklahoma  
4937. Atoka County, Oklahoma  
4938. Beckham County, Oklahoma  
4939. Bethany city, Oklahoma  
4940. Bixby city, Oklahoma  
4941. Caddo County, Oklahoma  
4942. Chickasha city, Oklahoma  
4943. Choctaw city, Oklahoma  
4944. Choctaw County, Oklahoma  
4945. Claremore city, Oklahoma  
4946. Coweta city, Oklahoma  
4947. Craig County, Oklahoma  
4948. Custer County, Oklahoma  
4949. Del City city, Oklahoma  
4950. Duncan city, Oklahoma  
4951. Durant city, Oklahoma  
4952. El Reno city, Oklahoma  
4953. Elk City city, Oklahoma  
4954. Garvin County, Oklahoma  
4955. Glenpool city, Oklahoma  
4956. Guthrie city, Oklahoma  
4957. Guymon city, Oklahoma  
4958. Haskell County, Oklahoma  
4959. Hughes County, Oklahoma  
4960. Jackson County, Oklahoma  
4961. Jenks city, Oklahoma

4962. Johnston County, Oklahoma  
4963. Kingfisher County, Oklahoma  
4964. Latimer County, Oklahoma  
4965. Love County, Oklahoma  
4966. Marshall County, Oklahoma  
4967. McAlester city, Oklahoma  
4968. McIntosh County, Oklahoma  
4969. Miami city, Oklahoma  
4970. Murray County, Oklahoma  
4971. Mustang city, Oklahoma  
4972. Newcastle city, Oklahoma  
4973. Noble County, Oklahoma  
4974. Nowata County, Oklahoma  
4975. Okfuskee County, Oklahoma  
4976. Okmulgee city, Oklahoma  
4977. Pawnee County, Oklahoma  
4978. Ponca City city, Oklahoma  
4979. Pushmataha County, Oklahoma  
4980. Sand Springs city, Oklahoma  
4981. Sapulpa city, Oklahoma  
4982. Seminole County, Oklahoma  
4983. Tahlequah city, Oklahoma  
4984. Texas County, Oklahoma  
4985. Warr Acres city, Oklahoma  
4986. Washita County, Oklahoma  
4987. Weatherford city, Oklahoma  
4988. Woodward city, Oklahoma  
4989. Woodward County, Oklahoma  
4990. Yukon city, Oklahoma  
4991. Albany city, Oregon \*  
4992. Beaverton city, Oregon \*  
4993. Bend city, Oregon \*  
4994. Benton County, Oregon \*  
4995. Clackamas County, Oregon \*  
4996. Clatsop County, Oregon \*  
4997. Columbia County, Oregon \*  
4998. Coos County, Oregon \*  
4999. Corvallis city, Oregon \*  
5000. Deschutes County, Oregon \*  
5001. Douglas County, Oregon \*  
5002. Eugene city, Oregon \*  
5003. Grants Pass city, Oregon \*  
5004. Gresham city, Oregon \*  
5005. Hillsboro city, Oregon \*  
5006. Jackson County, Oregon \*  
5007. Josephine County, Oregon \*  
5008. Keizer city, Oregon \*  
5009. Klamath County, Oregon \*  
5010. Lake Oswego city, Oregon \*  
5011. Lane County, Oregon \*  
5012. Lincoln County, Oregon \*  
5013. Linn County, Oregon \*  
5014. Malheur County, Oregon \*  
5015. Marion County, Oregon \*  
5016. McMinnville city, Oregon \*  
5017. Medford city, Oregon \*  
5018. Multnomah County, Oregon \*  
5019. Oregon City city, Oregon \*  
5020. Polk County, Oregon \*  
5021. Portland city, Oregon \*  
5022. Redmond city, Oregon \*  
5023. Salem city, Oregon \*  
5024. Springfield city, Oregon \*  
5025. Tigard city, Oregon \*  
5026. Umatilla County, Oregon \*  
5027. Washington County, Oregon \*  
5028. Yamhill County, Oregon \*  
5029. Ashland city, Oregon  
5030. Astoria city, Oregon  
5031. Baker County, Oregon  
5032. Canby city, Oregon  
5033. Central Point city, Oregon  
5034. Coos Bay city, Oregon  
5035. Cornelius city, Oregon  
5036. Cottage Grove city, Oregon  
5037. Crook County, Oregon  
5038. Curry County, Oregon  
5039. Dallas city, Oregon  
5040. Forest Grove city, Oregon  
5041. Gladstone city, Oregon  
5042. Happy Valley city, Oregon  
5043. Hermiston city, Oregon  
5044. Hood River County, Oregon  
5045. Independence city, Oregon  
5046. Jefferson County, Oregon  
5047. Klamath Falls city, Oregon  
5048. La Grande city, Oregon  
5049. Lebanon city, Oregon  
5050. Milwaukie city, Oregon  
5051. Monmouth city, Oregon  
5052. Morrow County, Oregon  
5053. Newberg city, Oregon  
5054. Newport city, Oregon  
5055. Ontario city, Oregon  
5056. Pendleton city, Oregon  
5057. Prineville city, Oregon  
5058. Roseburg city, Oregon  
5059. Sandy city, Oregon  
5060. Sherwood city, Oregon  
5061. Silverton city, Oregon  
5062. St. Helens city, Oregon  
5063. The Dalles city, Oregon  
5064. Tillamook County, Oregon  
5065. Troutdale city, Oregon  
5066. Tualatin city, Oregon  
5067. Union County, Oregon  
5068. Wasco County, Oregon  
5069. West Linn city, Oregon  
5070. Wilsonville city, Oregon  
5071. Woodburn city, Oregon  
5072. Abington township, Pennsylvania \*  
5073. Adams County, Pennsylvania \*  
5074. Allegheny County, Pennsylvania \*  
5075. Allentown city, Pennsylvania \*  
5076. Altoona city, Pennsylvania \*  
5077. Armstrong County, Pennsylvania \*  
5078. Beaver County, Pennsylvania \*  
5079. Bedford County, Pennsylvania \*  
5080. Bensalem township, Pennsylvania \*  
5081. Berks County, Pennsylvania \*  
5082. Bethel Park municipality, Pennsylvania \*  
5083. Bethlehem city, Pennsylvania \*  
5084. Blair County, Pennsylvania \*  
5085. Bradford County, Pennsylvania \*  
5086. Bristol township, Pennsylvania \*  
5087. Bucks County, Pennsylvania \*  
5088. Butler County, Pennsylvania \*  
5089. Cambria County, Pennsylvania \*  
5090. Carbon County, Pennsylvania \*  
5091. Centre County, Pennsylvania \*  
5092. Cheltenham township, Pennsylvania \*  
5093. Chester city, Pennsylvania \*  
5094. Chester County, Pennsylvania \*  
5095. Clarion County, Pennsylvania \*  
5096. Clearfield County, Pennsylvania \*  
5097. Clinton County, Pennsylvania \*  
5098. Columbia County, Pennsylvania \*  
5099. Cranberry township, Pennsylvania \*  
5100. Crawford County, Pennsylvania \*  
5101. Cumberland County, Pennsylvania \*

5102. Dauphin County, Pennsylvania \*
5103. Delaware County, Pennsylvania \*
5104. Erie city, Pennsylvania \*
5105. Erie County, Pennsylvania \*
5106. Falls township, Pennsylvania \*
5107. Fayette County, Pennsylvania \*
5108. Franklin County, Pennsylvania \*
5109. Greene County, Pennsylvania \*
5110. Hampden township, Pennsylvania \*
5111. Harrisburg city, Pennsylvania \*
5112. Haverford township, Pennsylvania \*
5113. Hempfield township, Pennsylvania \*
5114. Huntingdon County, Pennsylvania \*
5115. Indiana County, Pennsylvania \*
5116. Jefferson County, Pennsylvania \*
5117. Lackawanna County, Pennsylvania \*
5118. Lancaster city, Pennsylvania \*
5119. Lancaster County, Pennsylvania \*
5120. Lawrence County, Pennsylvania \*
5121. Lebanon County, Pennsylvania \*
5122. Lehigh County, Pennsylvania \*
5123. Lower Macungie township, Pennsylvania \*
5124. Lower Makefield township, Pennsylvania \*
5125. Lower Merion township, Pennsylvania \*
5126. Lower Paxton township, Pennsylvania \*
5127. Luzerne County, Pennsylvania \*
5128. Lycoming County, Pennsylvania \*
5129. Manheim township, Pennsylvania \*
5130. McKean County, Pennsylvania \*
5131. Mercer County, Pennsylvania \*
5132. Middletown township, Pennsylvania \*
5133. Mifflin County, Pennsylvania \*
5134. Millcreek township, Pennsylvania \*
5135. Monroe County, Pennsylvania \*
5136. Montgomery County, Pennsylvania \*
5137. Mount Lebanon township, Pennsylvania \*
5138. Norristown borough, Pennsylvania \*
5139. North Huntingdon township, Pennsylvania \*
5140. Northampton County, Pennsylvania \*
5141. Northampton township, Pennsylvania \*
5142. Northumberland County, Pennsylvania \*
5143. Penn Hills township, Pennsylvania \*
5144. Perry County, Pennsylvania \*
5145. Philadelphia city / Philadelphia County, Pennsylvania \*
5146. Pike County, Pennsylvania \*
5147. Pittsburgh city, Pennsylvania \*
5148. Radnor township, Pennsylvania \*
5149. Reading city, Pennsylvania \*
5150. Ridley township, Pennsylvania \*
5151. Ross township, Pennsylvania \*
5152. Schuylkill County, Pennsylvania \*
5153. Scranton city, Pennsylvania \*
5154. Snyder County, Pennsylvania \*
5155. Somerset County, Pennsylvania \*
5156. State College borough, Pennsylvania \*
5157. Susquehanna County, Pennsylvania \*
5158. Tioga County, Pennsylvania \*
5159. Union County, Pennsylvania \*
5160. Upper Darby township, Pennsylvania \*
5161. Upper Merion township, Pennsylvania \*
5162. Venango County, Pennsylvania \*
5163. Warminster township, Pennsylvania \*
5164. Warren County, Pennsylvania \*
5165. Washington County, Pennsylvania \*
5166. Wayne County, Pennsylvania \*
5167. Westmoreland County, Pennsylvania \*
5168. Wilkes-Barre city, Pennsylvania \*
5169. York city, Pennsylvania \*
5170. York County, Pennsylvania \*
5171. Adams township, Pennsylvania
5172. Amity township, Pennsylvania
5173. Antrim township, Pennsylvania
5174. Aston township, Pennsylvania
5175. Baldwin borough, Pennsylvania
5176. Bethlehem township, Pennsylvania
5177. Bloomsburg town, Pennsylvania
5178. Buckingham township, Pennsylvania
5179. Butler city, Pennsylvania
5180. Butler township, Pennsylvania
5181. Caln township, Pennsylvania
5182. Carlisle borough, Pennsylvania
5183. Cecil township, Pennsylvania
5184. Center township, Pennsylvania
5185. Chambersburg borough, Pennsylvania
5186. Chestnuthill township, Pennsylvania
5187. Coal township, Pennsylvania
5188. Coatesville city, Pennsylvania
5189. College township, Pennsylvania
5190. Columbia borough, Pennsylvania
5191. Concord township, Pennsylvania
5192. Coolbaugh township, Pennsylvania
5193. Cumru township, Pennsylvania
5194. Darby borough, Pennsylvania
5195. Derry township, Pennsylvania

5196. Derry township, Pennsylvania  
5197. Dingman township, Pennsylvania  
5198. Douglass township, Pennsylvania  
5199. Dover township, Pennsylvania  
5200. Doylestown township, Pennsylvania  
5201. Dunmore borough, Pennsylvania  
5202. East Cocalico township, Pennsylvania  
5203. East Goshen township, Pennsylvania  
5204. East Hempfield township, Pennsylvania  
5205. East Lampeter township, Pennsylvania  
5206. East Norriton township, Pennsylvania  
5207. East Pennsboro township, Pennsylvania  
5208. East Stroudsburg borough, Pennsylvania  
5209. East Whiteland township, Pennsylvania  
5210. Easton city, Pennsylvania  
5211. Easttown township, Pennsylvania  
5212. Elizabeth township, Pennsylvania  
5213. Elizabethtown borough, Pennsylvania  
5214. Elk County, Pennsylvania  
5215. Emmaus borough, Pennsylvania  
5216. Ephrata borough, Pennsylvania  
5217. Ephrata township, Pennsylvania  
5218. Exeter township, Pennsylvania  
5219. Fairview township, Pennsylvania  
5220. Fairview township, Pennsylvania  
5221. Ferguson township, Pennsylvania  
5222. Forks township, Pennsylvania  
5223. Franconia township, Pennsylvania  
5224. Franklin Park borough, Pennsylvania  
5225. Fulton County, Pennsylvania  
5226. Greene township, Pennsylvania  
5227. Greensburg city, Pennsylvania  
5228. Guilford township, Pennsylvania  
5229. Hamilton township, Pennsylvania  
5230. Hampton township, Pennsylvania  
5231. Hanover borough, Pennsylvania  
5232. Hanover township, Pennsylvania  
5233. Hanover township, Pennsylvania  
5234. Harborcreek township, Pennsylvania  
5235. Harrison township, Pennsylvania  
5236. Hatfield township, Pennsylvania  
5237. Hazleton city, Pennsylvania  
5238. Hermitage city, Pennsylvania  
5239. Hilltown township, Pennsylvania  
5240. Hopewell township, Pennsylvania  
5241. Horsham township, Pennsylvania  
5242. Indiana borough, Pennsylvania  
5243. Jefferson Hills borough, Pennsylvania  
5244. Johnstown city, Pennsylvania  
5245. Juniata County, Pennsylvania  
5246. Kingston borough, Pennsylvania  
5247. Lancaster township, Pennsylvania  
5248. Lansdale borough, Pennsylvania  
5249. Lansdowne borough, Pennsylvania  
5250. Lebanon city, Pennsylvania  
5251. Lehigh township, Pennsylvania  
5252. Lehman township, Pennsylvania  
5253. Limerick township, Pennsylvania  
5254. Logan township, Pennsylvania  
5255. Lower Allen township, Pennsylvania  
5256. Lower Burrell city, Pennsylvania  
5257. Lower Gwynedd township, Pennsylvania  
5258. Lower Moreland township, Pennsylvania  
5259. Lower Pottsgrove township, Pennsylvania  
5260. Lower Providence township, Pennsylvania  
5261. Lower Salford township, Pennsylvania  
5262. Lower Saucon township, Pennsylvania  
5263. Lower Southampton township, Pennsylvania  
5264. Loysock township, Pennsylvania  
5265. Manchester township, Pennsylvania  
5266. Manor township, Pennsylvania  
5267. Marple township, Pennsylvania  
5268. McCandless township, Pennsylvania  
5269. McKeesport city, Pennsylvania  
5270. Meadville city, Pennsylvania  
5271. Middle Smithfield township, Pennsylvania  
5272. Middletown township, Pennsylvania  
5273. Milford township, Pennsylvania  
5274. Monroeville municipality, Pennsylvania  
5275. Montgomery township, Pennsylvania  
5276. Montour County, Pennsylvania  
5277. Moon township, Pennsylvania  
5278. Mount Joy township, Pennsylvania  
5279. Mount Pleasant township, Pennsylvania  
5280. Muhlenberg township, Pennsylvania  
5281. Munhall borough, Pennsylvania  
5282. Murrys ville municipality, Pennsylvania  
5283. Nanticoke city, Pennsylvania  
5284. Nether Providence township, Pennsylvania  
5285. New Britain township, Pennsylvania  
5286. New Castle city, Pennsylvania  
5287. New Garden township, Pennsylvania

5288. New Hanover township, Pennsylvania
5289. New Kensington city, Pennsylvania
5290. Newberry township, Pennsylvania
5291. Newtown township, Pennsylvania
5292. Newtown township, Pennsylvania
5293. North Fayette township, Pennsylvania
5294. North Lebanon township, Pennsylvania
5295. North Middleton township, Pennsylvania
5296. North Strabane township, Pennsylvania
5297. North Union township, Pennsylvania
5298. North Whitehall township, Pennsylvania
5299. Palmer township, Pennsylvania
5300. Patton township, Pennsylvania
5301. Penn township, Pennsylvania
5302. Penn township, Pennsylvania
5303. Peters township, Pennsylvania
5304. Phoenixville borough, Pennsylvania
5305. Pine township, Pennsylvania
5306. Plum borough, Pennsylvania
5307. Plumstead township, Pennsylvania
5308. Plymouth township, Pennsylvania
5309. Pocono township, Pennsylvania
5310. Potter County, Pennsylvania
5311. Pottstown borough, Pennsylvania
5312. Pottsville city, Pennsylvania
5313. Rapho township, Pennsylvania
5314. Richland township, Pennsylvania
5315. Richland township, Pennsylvania
5316. Richland township, Pennsylvania
5317. Robinson township, Pennsylvania
5318. Rostraver township, Pennsylvania
5319. Salisbury township, Pennsylvania
5320. Salisbury township, Pennsylvania
5321. Sandy township, Pennsylvania
5322. Scott township, Pennsylvania
5323. Shaler township, Pennsylvania
5324. Sharon city, Pennsylvania
5325. Silver Spring township, Pennsylvania
5326. Skippack township, Pennsylvania
5327. Somerset township, Pennsylvania
5328. South Fayette township, Pennsylvania
5329. South Lebanon township, Pennsylvania
5330. South Middleton township, Pennsylvania
5331. South Park township, Pennsylvania
5332. South Union township, Pennsylvania
5333. South Whitehall township, Pennsylvania
5334. Spring Garden township, Pennsylvania
5335. Spring township, Pennsylvania
5336. Springettsbury township, Pennsylvania
5337. Springfield township, Pennsylvania
5338. Springfield township, Pennsylvania
5339. St. Marys city, Pennsylvania
5340. Stroud township, Pennsylvania
5341. Susquehanna township, Pennsylvania
5342. Swatara township, Pennsylvania
5343. Towamencin township, Pennsylvania
5344. Tredyffrin township, Pennsylvania
5345. Unity township, Pennsylvania
5346. Upper Allen township, Pennsylvania
5347. Upper Chichester township, Pennsylvania
5348. Upper Dublin township, Pennsylvania
5349. Upper Gwynedd township, Pennsylvania
5350. Upper Macungie township, Pennsylvania
5351. Upper Moreland township, Pennsylvania
5352. Upper Providence township, Pennsylvania
5353. Upper Providence township, Pennsylvania
5354. Upper Saucon township, Pennsylvania
5355. Upper Southampton township, Pennsylvania
5356. Upper St. Clair township, Pennsylvania
5357. Upper Uwchlan township, Pennsylvania
5358. Uwchlan township, Pennsylvania
5359. Warrington township, Pennsylvania
5360. Warwick township, Pennsylvania
5361. Warwick township, Pennsylvania
5362. Washington city, Pennsylvania
5363. Washington township, Pennsylvania
5364. Waynesboro borough, Pennsylvania
5365. West Bradford township, Pennsylvania
5366. West Chester borough, Pennsylvania
5367. West Deer township, Pennsylvania
5368. West Goshen township, Pennsylvania
5369. West Hanover township, Pennsylvania
5370. West Hempfield township, Pennsylvania
5371. West Lampeter township, Pennsylvania
5372. West Manchester township, Pennsylvania
5373. West Mifflin borough, Pennsylvania
5374. West Norriton township, Pennsylvania
5375. West Whiteland township, Pennsylvania
5376. Westtown township, Pennsylvania
5377. White township, Pennsylvania
5378. Whitehall borough, Pennsylvania

5379. Whitehall township, Pennsylvania
5380. Whitmarsh township, Pennsylvania
5381. Whitpain township, Pennsylvania
5382. Wilkinsburg borough, Pennsylvania
5383. Williamsport city, Pennsylvania
5384. Willistown township, Pennsylvania
5385. Windsor township, Pennsylvania
5386. Worcester township, Pennsylvania
5387. Wyoming County, Pennsylvania
5388. Wyomissing borough, Pennsylvania
5389. Yeadon borough, Pennsylvania
5390. York township, Pennsylvania
5391. Aguada Municipio, Puerto Rico \*
5392. Aguadilla Municipio, Puerto Rico \*
5393. Arecibo Municipio, Puerto Rico \*
5394. Bayamón Municipio, Puerto Rico \*
5395. Cabo Rojo Municipio, Puerto Rico \*
5396. Caguas Municipio, Puerto Rico \*
5397. Camuy Municipio, Puerto Rico \*
5398. Canóvanas Municipio, Puerto Rico \*
5399. Carolina Municipio, Puerto Rico \*
5400. Cayey Municipio, Puerto Rico \*
5401. Cidra Municipio, Puerto Rico \*
5402. Coamo Municipio, Puerto Rico \*
5403. Corozal Municipio, Puerto Rico \*
5404. Dorado Municipio, Puerto Rico \*
5405. Guayama Municipio, Puerto Rico \*
5406. Guaynabo Municipio, Puerto Rico \*
5407. Gurabo Municipio, Puerto Rico \*
5408. Hatillo Municipio, Puerto Rico \*
5409. Humacao Municipio, Puerto Rico \*
5410. Isabela Municipio, Puerto Rico \*
5411. Juana Díaz Municipio, Puerto Rico \*
5412. Juncos Municipio, Puerto Rico \*
5413. Las Piedras Municipio, Puerto Rico \*
5414. Manatí Municipio, Puerto Rico \*
5415. Mayagüez Municipio, Puerto Rico \*
5416. Moca Municipio, Puerto Rico \*
5417. Morovis Municipio, Puerto Rico \*
5418. Ponce Municipio, Puerto Rico \*
5419. Río Grande Municipio, Puerto Rico \*
5420. San Germán Municipio, Puerto Rico \*
5421. San Juan Municipio, Puerto Rico \*
5422. San Lorenzo Municipio, Puerto Rico \*
5423. San Sebastián Municipio, Puerto Rico \*
5424. Toa Alta Municipio, Puerto Rico \*
5425. Toa Baja Municipio, Puerto Rico \*
5426. Trujillo Alto Municipio, Puerto Rico \*
5427. Vega Alta Municipio, Puerto Rico \*
5428. Vega Baja Municipio, Puerto Rico \*
5429. Yabucoa Municipio, Puerto Rico \*
5430. Yauco Municipio, Puerto Rico \*
5431. Adjuntas Municipio, Puerto Rico
5432. Aguas Buenas Municipio, Puerto Rico
5433. Aibonito Municipio, Puerto Rico
5434. Añasco Municipio, Puerto Rico
5435. Arroyo Municipio, Puerto Rico
5436. Barceloneta Municipio, Puerto Rico
5437. Barranquitas Municipio, Puerto Rico
5438. Cataño Municipio, Puerto Rico
5439. Ceiba Municipio, Puerto Rico
5440. Ciales Municipio, Puerto Rico
5441. Comerío Municipio, Puerto Rico
5442. Fajardo Municipio, Puerto Rico
5443. Florida Municipio, Puerto Rico
5444. Guánica Municipio, Puerto Rico
5445. Guayanilla Municipio, Puerto Rico
5446. Hormigueros Municipio, Puerto Rico
5447. Jayuya Municipio, Puerto Rico
5448. Lajas Municipio, Puerto Rico
5449. Lares Municipio, Puerto Rico
5450. Loíza Municipio, Puerto Rico
5451. Luquillo Municipio, Puerto Rico
5452. Maunabo Municipio, Puerto Rico
5453. Naguabo Municipio, Puerto Rico
5454. Naranjito Municipio, Puerto Rico
5455. Orocovis Municipio, Puerto Rico
5456. Patillas Municipio, Puerto Rico
5457. Peñuelas Municipio, Puerto Rico
5458. Quebradillas Municipio, Puerto Rico
5459. Rincón Municipio, Puerto Rico
5460. Sabana Grande Municipio, Puerto Rico
5461. Salinas Municipio, Puerto Rico
5462. Santa Isabel Municipio, Puerto Rico
5463. Utuado Municipio, Puerto Rico



5464. Villalba Municipio, Puerto Rico
5465. Coventry town, Rhode Island \*
5466. Cranston city, Rhode Island \*
5467. Cumberland town, Rhode Island \*
5468. East Providence city, Rhode Island \*
5469. North Providence town, Rhode Island \*
5470. Pawtucket city, Rhode Island \*
5471. Providence city, Rhode Island \*
5472. South Kingstown town, Rhode Island \*
5473. Warwick city, Rhode Island \*
5474. Woonsocket city, Rhode Island \*
5475. Barrington town, Rhode Island
5476. Bristol town, Rhode Island
5477. Burrillville town, Rhode Island
5478. Central Falls city, Rhode Island
5479. East Greenwich town, Rhode Island
5480. Glocester town, Rhode Island
5481. Johnston town, Rhode Island
5482. Lincoln town, Rhode Island
5483. Middletown town, Rhode Island
5484. Narragansett town, Rhode Island
5485. Newport city, Rhode Island
5486. North Kingstown town, Rhode Island
5487. North Smithfield town, Rhode Island
5488. Portsmouth town, Rhode Island
5489. Scituate town, Rhode Island
5490. Smithfield town, Rhode Island
5491. Tiverton town, Rhode Island
5492. Warren town, Rhode Island
5493. West Warwick town, Rhode Island
5494. Westerly town, Rhode Island
5495. Aiken city, South Carolina \*
5496. Aiken County, South Carolina \*
5497. Anderson County, South Carolina \*
5498. Beaufort County, South Carolina \*
5499. Berkeley County, South Carolina \*
5500. Charleston city, South Carolina \*
5501. Charleston County, South Carolina \*
5502. Cherokee County, South Carolina \*
5503. Chester County, South Carolina \*
5504. Chesterfield County, South Carolina \*
5505. Clarendon County, South Carolina \*
5506. Colleton County, South Carolina \*
5507. Columbia city, South Carolina \*
5508. Darlington County, South Carolina \*
5509. Dillon County, South Carolina \*
5510. Dorchester County, South Carolina \*
5511. Florence city, South Carolina \*
5512. Florence County, South Carolina \*
5513. Georgetown County, South Carolina \*
5514. Goose Creek city, South Carolina \*
5515. Greenville city, South Carolina \*
5516. Greenville County, South Carolina \*
5517. Greenwood County, South Carolina \*
5518. Greer city, South Carolina \*
5519. Hilton Head Island town, South Carolina \*
5520. Horry County, South Carolina \*
5521. Jasper County, South Carolina \*
5522. Kershaw County, South Carolina \*
5523. Lancaster County, South Carolina \*
5524. Laurens County, South Carolina \*
5525. Lexington County, South Carolina \*
5526. Marion County, South Carolina \*
5527. Mount Pleasant town, South Carolina \*
5528. Myrtle Beach city, South Carolina \*
5529. Newberry County, South Carolina \*
5530. North Charleston city, South Carolina \*
5531. Oconee County, South Carolina \*
5532. Orangeburg County, South Carolina \*
5533. Pickens County, South Carolina \*
5534. Richland County, South Carolina \*
5535. Rock Hill city, South Carolina \*
5536. Spartanburg city, South Carolina \*
5537. Spartanburg County, South Carolina \*
5538. Summerville town, South Carolina \*
5539. Sumter city, South Carolina \*
5540. Sumter County, South Carolina \*
5541. Williamsburg County, South Carolina \*
5542. York County, South Carolina \*
5543. Abbeville County, South Carolina
5544. Anderson city, South Carolina
5545. Bamberg County, South Carolina
5546. Barnwell County, South Carolina
5547. Beaufort city, South Carolina
5548. Bluffton town, South Carolina
5549. Calhoun County, South Carolina
5550. Cayce city, South Carolina
5551. Clemson city, South Carolina
5552. Conway city, South Carolina
5553. Easley city, South Carolina
5554. Edgefield County, South Carolina
5555. Fairfield County, South Carolina
5556. Forest Acres city, South Carolina
5557. Fort Mill town, South Carolina
5558. Fountain Inn city, South Carolina

5559. Gaffney city, South Carolina  
5560. Greenwood city, South Carolina  
5561. Hampton County, South Carolina  
5562. Hanahan city, South Carolina  
5563. Irmo town, South Carolina  
5564. James Island town, South Carolina  
5565. Lee County, South Carolina  
5566. Lexington town, South Carolina  
5567. Marlboro County, South Carolina  
5568. Mauldin city, South Carolina  
5569. Moncks Corner town, South Carolina  
5570. Newberry city, South Carolina  
5571. North Augusta city, South Carolina  
5572. North Myrtle Beach city, South Carolina  
5573. Orangeburg city, South Carolina  
5574. Port Royal town, South Carolina  
5575. Saluda County, South Carolina  
5576. Simpsonville city, South Carolina  
5577. Tega Cay city, South Carolina  
5578. Union County, South Carolina  
5579. West Columbia city, South Carolina  
5580. Brookings County, South Dakota \*
5581. Brown County, South Dakota \*
5582. Lincoln County, South Dakota \*
5583. Minnehaha County, South Dakota \*
5584. Pennington County, South Dakota \*
5585. Rapid City city, South Dakota \*
5586. Sioux Falls city, South Dakota \*
5587. Aberdeen city, South Dakota  
5588. Beadle County, South Dakota  
5589. Box Elder city, South Dakota  
5590. Brandon city, South Dakota  
5591. Brookings city, South Dakota  
5592. Butte County, South Dakota  
5593. Clay County, South Dakota
5594. Codrington County, South Dakota  
5595. Davison County, South Dakota  
5596. Hughes County, South Dakota  
5597. Huron city, South Dakota  
5598. Lake County, South Dakota  
5599. Lawrence County, South Dakota  
5600. Meade County, South Dakota  
5601. Mitchell city, South Dakota  
5602. Oglala Lakota County, South Dakota  
5603. Pierre city, South Dakota  
5604. Roberts County, South Dakota  
5605. Spearfish city, South Dakota  
5606. Todd County, South Dakota  
5607. Union County, South Dakota  
5608. Vermillion city, South Dakota  
5609. Watertown city, South Dakota  
5610. Yankton city, South Dakota  
5611. Yankton County, South Dakota  
5612. Anderson County, Tennessee \*
5613. Bartlett city, Tennessee \*
5614. Bedford County, Tennessee \*
5615. Blount County, Tennessee \*
5616. Bradley County, Tennessee \*
5617. Brentwood city, Tennessee \*
5618. Campbell County, Tennessee \*
5619. Carter County, Tennessee \*
5620. Chattanooga city, Tennessee \*
5621. Cheatham County, Tennessee \*
5622. Claiborne County, Tennessee \*
5623. Clarksville city, Tennessee \*
5624. Cleveland city, Tennessee \*
5625. Cocke County, Tennessee \*
5626. Coffee County, Tennessee \*
5627. Collierville town, Tennessee \*
5628. Columbia city, Tennessee \*
5629. Cookeville city, Tennessee \*
5630. Cumberland County, Tennessee \*
5631. Dickson County, Tennessee \*
5632. Dyer County, Tennessee \*
5633. Fayette County, Tennessee \*
5634. Franklin city, Tennessee \*
5635. Franklin County, Tennessee \*
5636. Gallatin city, Tennessee \*
5637. Germantown city, Tennessee \*
5638. Gibson County, Tennessee \*
5639. Greene County, Tennessee \*
5640. Hamblen County, Tennessee \*
5641. Hamilton County, Tennessee \*
5642. Hawkins County, Tennessee \*
5643. Hendersonville city, Tennessee \*
5644. Henry County, Tennessee \*
5645. Jackson city, Tennessee \*
5646. Jefferson County, Tennessee \*
5647. Johnson City city, Tennessee \*
5648. Kingsport city, Tennessee \*
5649. Knox County, Tennessee \*
5650. Knoxville city, Tennessee \*
5651. La Vergne city, Tennessee \*
5652. Lawrence County, Tennessee \*
5653. Lebanon city, Tennessee \*
5654. Lincoln County, Tennessee \*
5655. Loudon County, Tennessee \*
5656. Madison County, Tennessee \*
5657. Marshall County, Tennessee \*
5658. Maury County, Tennessee \*
5659. McMinn County, Tennessee \*
5660. Memphis city, Tennessee \*
5661. Monroe County, Tennessee \*
5662. Montgomery County, Tennessee \*
5663. Morristown city, Tennessee \*
5664. Mount Juliet city, Tennessee \*
5665. Murfreesboro city, Tennessee \*
5666. Nashville-Davidson metropolitan government, Tennessee \*
5667. Obion County, Tennessee \*
5668. Putnam County, Tennessee \*
5669. Rhea County, Tennessee \*
5670. Roane County, Tennessee \*
5671. Robertson County, Tennessee \*
5672. Rutherford County, Tennessee \*
5673. Sevier County, Tennessee \*
5674. Shelby County, Tennessee \*
5675. Smyrna town, Tennessee \*
5676. Spring Hill city, Tennessee \*
5677. Sullivan County, Tennessee \*
5678. Sumner County, Tennessee \*
5679. Tipton County, Tennessee \*
5680. Warren County, Tennessee \*
5681. Washington County, Tennessee \*
5682. Weakley County, Tennessee \*
5683. Williamson County, Tennessee \*

5684. Wilson County, Tennessee \*
5685. Arlington town, Tennessee
5686. Athens city, Tennessee
5687. Benton County, Tennessee
5688. Bledsoe County, Tennessee
5689. Bristol city, Tennessee
5690. Cannon County, Tennessee
5691. Carroll County, Tennessee
5692. Chester County, Tennessee
5693. Clinton city, Tennessee
5694. Collegedale city, Tennessee
5695. Crockett County, Tennessee
5696. Crossville city, Tennessee
5697. Decatur County, Tennessee
5698. DeKalb County, Tennessee
5699. Dickson city, Tennessee
5700. Dyersburg city, Tennessee
5701. East Ridge city, Tennessee
5702. Elizabethton city, Tennessee
5703. Farragut town, Tennessee
5704. Fentress County, Tennessee
5705. Giles County, Tennessee
5706. Goodlettsville city, Tennessee
5707. Grainger County, Tennessee
5708. Greeneville town, Tennessee
5709. Grundy County, Tennessee
5710. Hardeman County, Tennessee
5711. Hardin County, Tennessee
5712. Hartsville/Trousdale County, Tennessee
5713. Haywood County, Tennessee
5714. Henderson County, Tennessee
5715. Hickman County, Tennessee
5716. Humphreys County, Tennessee
5717. Jackson County, Tennessee
5718. Johnson County, Tennessee
5719. Lakeland city, Tennessee
5720. Lauderdale County, Tennessee
5721. Lawrenceburg city, Tennessee
5722. Lewis County, Tennessee
5723. Lewisburg city, Tennessee
5724. Macon County, Tennessee
5725. Manchester city, Tennessee
5726. Marion County, Tennessee
5727. Martin city, Tennessee
5728. Maryville city, Tennessee
5729. McMinnville city, Tennessee
5730. McNairy County, Tennessee
5731. Meigs County, Tennessee
5732. Millington city, Tennessee
5733. Morgan County, Tennessee
5734. Nolensville town, Tennessee
5735. Oak Ridge city, Tennessee
5736. Overton County, Tennessee
5737. Paris city, Tennessee
5738. Polk County, Tennessee
5739. Portland city, Tennessee
5740. Red Bank city, Tennessee
5741. Scott County, Tennessee
5742. Sequatchie County, Tennessee
5743. Sevierville city, Tennessee
5744. Shelbyville city, Tennessee
5745. Smith County, Tennessee
5746. Soddy-Daisy city, Tennessee
5747. Springfield city, Tennessee
5748. Stewart County, Tennessee
5749. Tullahoma city, Tennessee
5750. Unicoi County, Tennessee
5751. Union City city, Tennessee
5752. Union County, Tennessee
5753. Wayne County, Tennessee
5754. White County, Tennessee
5755. White House city, Tennessee
5756. Abilene city, Texas \*
5757. Allen city, Texas \*
5758. Amarillo city, Texas \*
5759. Anderson County, Texas \*
5760. Angelina County, Texas \*
5761. Arlington city, Texas \*
5762. Atascosa County, Texas \*
5763. Austin city, Texas \*
5764. Austin County, Texas \*
5765. Bastrop County, Texas \*
5766. Baytown city, Texas \*
5767. Beaumont city, Texas \*
5768. Bedford city, Texas \*
5769. Bee County, Texas \*
5770. Bell County, Texas \*
5771. Bexar County, Texas \*
5772. Bowie County, Texas \*
5773. Brazoria County, Texas \*
5774. Brazos County, Texas \*
5775. Brown County, Texas \*
5776. Brownsville city, Texas \*
5777. Bryan city, Texas \*
5778. Burleson city, Texas \*
5779. Burnet County, Texas \*
5780. Caldwell County, Texas \*
5781. Cameron County, Texas \*
5782. Carrollton city, Texas \*
5783. Cass County, Texas \*
5784. Cedar Hill city, Texas \*
5785. Cedar Park city, Texas \*
5786. Chambers County, Texas \*
5787. Cherokee County, Texas \*
5788. Cibolo city, Texas \*
5789. Cleburne city, Texas \*
5790. College Station city, Texas \*
5791. Collin County, Texas \*
5792. Comal County, Texas \*
5793. Conroe city, Texas \*
5794. Cooke County, Texas \*
5795. Coppell city, Texas \*
5796. Copperas Cove city, Texas \*
5797. Corpus Christi city, Texas \*
5798. Coryell County, Texas \*
5799. Dallas city, Texas \*
5800. Dallas County, Texas \*
5801. Deer Park city, Texas \*
5802. Del Rio city, Texas \*
5803. Denton city, Texas \*
5804. Denton County, Texas \*
5805. DeSoto city, Texas \*
5806. Duncanville city, Texas \*
5807. Ector County, Texas \*
5808. Edinburg city, Texas \*
5809. El Paso city, Texas \*
5810. El Paso County, Texas \*
5811. Ellis County, Texas \*
5812. Erath County, Texas \*
5813. Euless city, Texas \*
5814. Fannin County, Texas \*
5815. Farmers Branch city, Texas \*
5816. Flower Mound town, Texas \*
5817. Fort Bend County, Texas \*
5818. Fort Worth city, Texas \*
5819. Friendswood city, Texas \*
5820. Frisco city, Texas \*
5821. Galveston city, Texas \*
5822. Galveston County, Texas \*
5823. Garland city, Texas \*
5824. Georgetown city, Texas \*
5825. Grand Prairie city, Texas \*
5826. Grapevine city, Texas \*
5827. Grayson County, Texas \*
5828. Gregg County, Texas \*
5829. Guadalupe County, Texas \*
5830. Hale County, Texas \*
5831. Haltom City city, Texas \*
5832. Hardin County, Texas \*
5833. Harker Heights city, Texas \*
5834. Harlingen city, Texas \*
5835. Harris County, Texas \*
5836. Harrison County, Texas \*
5837. Hays County, Texas \*
5838. Henderson County, Texas \*
5839. Hidalgo County, Texas \*
5840. Hill County, Texas \*
5841. Hood County, Texas \*
5842. Hopkins County, Texas \*
5843. Houston city, Texas \*
5844. Howard County, Texas \*
5845. Hunt County, Texas \*
5846. Huntsville city, Texas \*

5847. Hurst city, Texas \*
5848. Irving city, Texas \*
5849. Jasper County, Texas \*
5850. Jefferson County, Texas \*
5851. Jim Wells County, Texas \*
5852. Johnson County, Texas \*
5853. Kaufman County, Texas \*
5854. Keller city, Texas \*
5855. Kendall County, Texas \*
5856. Kerr County, Texas \*
5857. Killeen city, Texas \*
5858. Kleberg County, Texas \*
5859. Kyle city, Texas \*
5860. La Porte city, Texas \*
5861. Lamar County, Texas \*
5862. Lancaster city, Texas \*
5863. Laredo city, Texas \*
5864. League City city, Texas \*
5865. Leander city, Texas \*
5866. Lewisville city, Texas \*
5867. Liberty County, Texas \*
5868. Little Elm city, Texas \*
5869. Longview city, Texas \*
5870. Lubbock city, Texas \*
5871. Lubbock County, Texas \*
5872. Lufkin city, Texas \*
5873. Mansfield city, Texas \*
5874. Matagorda County, Texas \*
5875. Maverick County, Texas \*
5876. McAllen city, Texas \*
5877. McKinney city, Texas \*
5878. McLennan County, Texas \*
5879. Medina County, Texas \*
5880. Mesquite city, Texas \*
5881. Midland city, Texas \*
5882. Midland County, Texas \*
5883. Midlothian city, Texas \*
5884. Mission city, Texas \*
5885. Missouri City city, Texas \*
5886. Montgomery County, Texas \*
5887. Nacogdoches city, Texas \*
5888. Nacogdoches County, Texas \*
5889. Navarro County, Texas \*
5890. New Braunfels city, Texas \*
5891. North Richland Hills city,  
Texas \*
5892. Nueces County, Texas \*
5893. Odessa city, Texas \*
5894. Orange County, Texas \*
5895. Parker County, Texas \*
5896. Pasadena city, Texas \*
5897. Pearland city, Texas \*
5898. Pflugerville city, Texas \*
5899. Pharr city, Texas \*
5900. Plano city, Texas \*
5901. Polk County, Texas \*
5902. Port Arthur city, Texas \*
5903. Potter County, Texas \*
5904. Randall County, Texas \*
5905. Richardson city, Texas \*
5906. Rockwall city, Texas \*
5907. Rockwall County, Texas \*
5908. Rosenberg city, Texas \*
5909. Round Rock city, Texas \*
5910. Rowlett city, Texas \*
5911. Rusk County, Texas \*
5912. San Angelo city, Texas \*
5913. San Antonio city, Texas \*
5914. San Juan city, Texas \*
5915. San Marcos city, Texas \*
5916. San Patricio County, Texas \*
5917. Schertz city, Texas \*
5918. Sherman city, Texas \*
5919. Smith County, Texas \*
5920. Socorro city, Texas \*
5921. Southlake city, Texas \*
5922. Starr County, Texas \*
5923. Sugar Land city, Texas \*
5924. Tarrant County, Texas \*
5925. Taylor County, Texas \*
5926. Temple city, Texas \*
5927. Texarkana city, Texas \*
5928. Texas City city, Texas \*
5929. The Colony city, Texas \*
5930. Titus County, Texas \*
5931. Tom Green County, Texas \*
5932. Travis County, Texas \*
5933. Tyler city, Texas \*
5934. Upshur County, Texas \*
5935. Val Verde County, Texas \*
5936. Van Zandt County, Texas \*
5937. Victoria city, Texas \*
5938. Victoria County, Texas \*
5939. Waco city, Texas \*
5940. Walker County, Texas \*
5941. Waller County, Texas \*
5942. Washington County, Texas \*
5943. Waxahachie city, Texas \*
5944. Weatherford city, Texas \*
5945. Webb County, Texas \*
5946. Weslaco city, Texas \*
5947. Wharton County, Texas \*
5948. Wichita County, Texas \*
5949. Wichita Falls city, Texas \*
5950. Williamson County, Texas \*
5951. Wilson County, Texas \*
5952. Wise County, Texas \*
5953. Wood County, Texas \*
5954. Wylie city, Texas \*
5955. Addison town, Texas
5956. Alamo city, Texas
5957. Alice city, Texas
5958. Alton city, Texas
5959. Alvin city, Texas
5960. Andrews city, Texas
5961. Andrews County, Texas
5962. Angleton city, Texas
5963. Anna city, Texas
5964. Aransas County, Texas
5965. Athens city, Texas
5966. Azle city, Texas
5967. Balch Springs city, Texas
5968. Bandera County, Texas
5969. Bay City city, Texas
5970. Beeville city, Texas
5971. Bellaire city, Texas
5972. Bellmead city, Texas
5973. Belton city, Texas
5974. Benbrook city, Texas
5975. Big Spring city, Texas
5976. Blanco County, Texas
5977. Boerne city, Texas
5978. Bonham city, Texas
5979. Borger city, Texas
5980. Bosque County, Texas
5981. Brenham city, Texas
5982. Brownwood city, Texas
5983. Buda city, Texas
5984. Burkburnett city, Texas
5985. Burleson County, Texas
5986. Calhoun County, Texas
5987. Callahan County, Texas
5988. Camp County, Texas
5989. Canyon city, Texas
5990. Celina city, Texas
5991. Clay County, Texas
5992. Clute city, Texas
5993. Colleyville city, Texas
5994. Colorado County, Texas
5995. Comanche County, Texas
5996. Converse city, Texas
5997. Corinth city, Texas
5998. Corsicana city, Texas
5999. Crowley city, Texas
6000. Dawson County, Texas
6001. Deaf Smith County, Texas
6002. Denison city, Texas
6003. DeWitt County, Texas
6004. Dickinson city, Texas
6005. Dimmit County, Texas
6006. Donna city, Texas
6007. Dumas city, Texas
6008. Duval County, Texas
6009. Eagle Pass city, Texas
6010. Eastland County, Texas

6011. El Campo city, Texas  
6012. Elgin city, Texas  
6013. Ennis city, Texas  
6014. Fair Oaks Ranch city, Texas  
6015. Falls County, Texas  
6016. Fate city, Texas  
6017. Fayette County, Texas  
6018. Forest Hill city, Texas  
6019. Forney city, Texas  
6020. Franklin County, Texas  
6021. Fredericksburg city, Texas  
6022. Freeport city, Texas  
6023. Freestone County, Texas  
6024. Frio County, Texas  
6025. Fulshear city, Texas  
6026. Gaines County, Texas  
6027. Gainesville city, Texas  
6028. Galena Park city, Texas  
6029. Gatesville city, Texas  
6030. Gillespie County, Texas  
6031. Glenn Heights city, Texas  
6032. Gonzales County, Texas  
6033. Granbury city, Texas  
6034. Gray County, Texas  
6035. Greenville city, Texas  
6036. Grimes County, Texas  
6037. Groves city, Texas  
6038. Henderson city, Texas  
6039. Hereford city, Texas  
6040. Hewitt city, Texas  
6041. Hidalgo city, Texas  
6042. Highland Village city, Texas  
6043. Hockley County, Texas  
6044. Horizon City city, Texas  
6045. Houston County, Texas  
6046. Humble city, Texas  
6047. Hutchinson County, Texas  
6048. Hutto city, Texas  
6049. Ingleside city, Texas  
6050. Jacinto City city, Texas  
6051. Jackson County, Texas  
6052. Jacksonville city, Texas  
6053. Jones County, Texas  
6054. Karnes County, Texas  
6055. Katy city, Texas  
6056. Kerrville city, Texas  
6057. Kilgore city, Texas  
6058. Kingsville city, Texas  
6059. La Marque city, Texas  
6060. Lake Jackson city, Texas  
6061. Lakeway city, Texas  
6062. Lamb County, Texas  
6063. Lampasas County, Texas  
6064. Lavaca County, Texas  
6065. Lee County, Texas  
6066. Leon County, Texas  
6067. Leon Valley city, Texas  
6068. Levelland city, Texas  
6069. Limestone County, Texas  
6070. Live Oak city, Texas  
6071. Live Oak County, Texas  
6072. Llano County, Texas  
6073. Lockhart city, Texas  
6074. Lumberton city, Texas  
6075. Madison County, Texas  
6076. Manor city, Texas  
6077. Manvel city, Texas  
6078. Marshall city, Texas  
6079. Melissa city, Texas  
6080. Mercedes city, Texas  
6081. Milam County, Texas  
6082. Mineral Wells city, Texas  
6083. Montague County, Texas  
6084. Moore County, Texas  
6085. Morris County, Texas  
6086. Mount Pleasant city, Texas  
6087. Murphy city, Texas  
6088. Nederland city, Texas  
6089. Newton County, Texas  
6090. Nolan County, Texas  
6091. Orange city, Texas  
6092. Palestine city, Texas  
6093. Palo Pinto County, Texas  
6094. Pampa city, Texas  
6095. Panola County, Texas  
6096. Paris city, Texas  
6097. Pearsall city, Texas  
6098. Pecos city, Texas  
6099. Pecos County, Texas  
6100. Plainview city, Texas  
6101. Pleasanton city, Texas  
6102. Port Lavaca city, Texas  
6103. Port Neches city, Texas  
6104. Portland city, Texas  
6105. Princeton city, Texas  
6106. Prosper town, Texas  
6107. Rains County, Texas  
6108. Raymondville city, Texas  
6109. Red Oak city, Texas  
6110. Red River County, Texas  
6111. Reeves County, Texas  
6112. Richmond city, Texas  
6113. Rio Grande City city, Texas  
6114. Robertson County, Texas  
6115. Robinson city, Texas  
6116. Robstown city, Texas  
6117. Rockport city, Texas  
6118. Roma city, Texas  
6119. Royse City city, Texas  
6120. Runnels County, Texas  
6121. Sabine County, Texas  
6122. Sachse city, Texas  
6123. Saginaw city, Texas  
6124. San Benito city, Texas  
6125. San Jacinto County, Texas  
6126. Santa Fe city, Texas  
6127. Scurry County, Texas  
6128. Seabrook city, Texas  
6129. Seagoville city, Texas  
6130. Seguin city, Texas  
6131. Selma city, Texas  
6132. Shelby County, Texas  
6133. Snyder city, Texas  
6134. South Houston city, Texas  
6135. Stafford city, Texas  
6136. Stephenville city, Texas  
6137. Sulphur Springs city, Texas  
6138. Sweetwater city, Texas  
6139. Taylor city, Texas  
6140. Terrell city, Texas  
6141. Terry County, Texas  
6142. Tomball city, Texas  
6143. Trinity County, Texas  
6144. Trophy Club town, Texas  
6145. Tyler County, Texas  
6146. Universal City city, Texas  
6147. University Park city, Texas  
6148. Uvalde city, Texas  
6149. Uvalde County, Texas  
6150. Vernon city, Texas  
6151. Vidor city, Texas  
6152. Ward County, Texas  
6153. Watauga city, Texas  
6154. Webster city, Texas  
6155. West University Place city, Texas  
6156. White Settlement city, Texas  
6157. Wilbarger County, Texas  
6158. Willacy County, Texas  
6159. Young County, Texas  
6160. Zapata County, Texas  
6161. Zavala County, Texas  
6162. American Fork city, Utah \*  
6163. Bountiful city, Utah \*  
6164. Box Elder County, Utah \*  
6165. Cache County, Utah \*  
6166. Cedar City city, Utah \*  
6167. Clearfield city, Utah \*  
6168. Cottonwood Heights city, Utah \*  
6169. Davis County, Utah \*  
6170. Draper city, Utah \*  
6171. Eagle Mountain city, Utah \*  
6172. Herriman city, Utah \*  
6173. Holladay city, Utah \*

6174. Iron County, Utah \*
6175. Kaysville city, Utah \*
6176. Kearns metro township, Utah \*
6177. Layton city, Utah \*
6178. Lehi city, Utah \*
6179. Logan city, Utah \*
6180. Midvale city, Utah \*
6181. Millcreek city, Utah \*
6182. Murray city, Utah \*
6183. Ogden city, Utah \*
6184. Orem city, Utah \*
6185. Pleasant Grove city, Utah \*
6186. Provo city, Utah \*
6187. Riverton city, Utah \*
6188. Roy city, Utah \*
6189. Salt Lake City city, Utah \*
6190. Salt Lake County, Utah \*
6191. Sandy city, Utah \*
6192. Sanpete County, Utah \*
6193. Saratoga Springs city, Utah \*
6194. South Jordan city, Utah \*
6195. Spanish Fork city, Utah \*
6196. Springville city, Utah \*
6197. St. George city, Utah \*
6198. Summit County, Utah \*
6199. Syracuse city, Utah \*
6200. Taylorsville city, Utah \*
6201. Tooele city, Utah \*
6202. Tooele County, Utah \*
6203. Uintah County, Utah \*
6204. Utah County, Utah \*
6205. Wasatch County, Utah \*
6206. Washington County, Utah \*
6207. Weber County, Utah \*
6208. West Jordan city, Utah \*
6209. West Valley City city, Utah \*
6210. Alpine city, Utah
6211. Bluffdale city, Utah
6212. Brigham City city, Utah
6213. Carbon County, Utah
6214. Cedar Hills city, Utah
6215. Centerville city, Utah
6216. Clinton city, Utah
6217. Duchesne County, Utah
6218. Emery County, Utah
6219. Farmington city, Utah
6220. Grantsville city, Utah
6221. Heber city, Utah
6222. Highland city, Utah
6223. Hurricane city, Utah
6224. Juab County, Utah
6225. Lindon city, Utah
6226. Magna metro township, Utah
6227. Mapleton city, Utah
6228. Millard County, Utah
6229. Morgan County, Utah
6230. North Logan city, Utah
6231. North Ogden city, Utah
6232. North Salt Lake city, Utah
6233. Payson city, Utah
6234. Pleasant View city, Utah
6235. San Juan County, Utah
6236. Santaquin city, Utah
6237. Sevier County, Utah
6238. Smithfield city, Utah
6239. South Ogden city, Utah
6240. South Salt Lake city, Utah
6241. Vernal city, Utah
6242. Vineyard town, Utah
6243. Washington city, Utah
6244. West Haven city, Utah
6245. West Point city, Utah
6246. Woods Cross city, Utah
6247. Addison County, Vermont \*
6248. Bennington County, Vermont \*
6249. Burlington city, Vermont \*
6250. Chittenden County, Vermont \*
6251. Franklin County, Vermont \*
6252. Rutland County, Vermont \*
6253. Washington County, Vermont \*
6254. Windham County, Vermont \*
6255. Windsor County, Vermont \*
6256. Bennington town, Vermont
6257. Brattleboro town, Vermont
6258. Caledonia County, Vermont
6259. Colchester town, Vermont
6260. Essex Junction village, Vermont
6261. Essex town, Vermont
6262. Lamoille County, Vermont
6263. Milton town, Vermont
6264. Orange County, Vermont
6265. Orleans County, Vermont
6266. Rutland city, Vermont
6267. South Burlington city, Vermont
6268. Williston town, Vermont
6269. Accomack County, Virginia \*
6270. Albemarle County, Virginia \*
6271. Alexandria city, Virginia \*
6272. Amherst County, Virginia \*
6273. Arlington County, Virginia \*
6274. Augusta County, Virginia \*
6275. Bedford County, Virginia \*
6276. Blacksburg town, Virginia \*
6277. Botetourt County, Virginia \*
6278. Campbell County, Virginia \*
6279. Caroline County, Virginia \*
6280. Charlottesville city, Virginia \*
6281. Chesapeake city, Virginia \*
6282. Chesterfield County, Virginia \*
6283. Culpeper County, Virginia \*
6284. Danville city, Virginia \*
6285. Fairfax County, Virginia \*
6286. Fauquier County, Virginia \*
6287. Franklin County, Virginia \*
6288. Frederick County, Virginia \*
6289. Gloucester County, Virginia \*
6290. Halifax County, Virginia \*
6291. Hampton city, Virginia \*
6292. Hanover County, Virginia \*
6293. Harrisonburg city, Virginia \*
6294. Henrico County, Virginia \*
6295. Henry County, Virginia \*
6296. Isle of Wight County, Virginia \*
6297. James City County, Virginia \*
6298. Leesburg town, Virginia \*
6299. Loudoun County, Virginia \*
6300. Louisa County, Virginia \*
6301. Lynchburg city, Virginia \*
6302. Manassas city, Virginia \*
6303. Mecklenburg County, Virginia \*
6304. Montgomery County, Virginia \*
6305. Newport News city, Virginia \*
6306. Norfolk city, Virginia \*
6307. Orange County, Virginia \*
6308. Petersburg city, Virginia \*
6309. Pittsylvania County, Virginia \*
6310. Portsmouth city, Virginia \*
6311. Prince George County, Virginia \*
6312. Prince William County, Virginia \*
6313. Pulaski County, Virginia \*
6314. Richmond city, Virginia \*
6315. Roanoke city, Virginia \*
6316. Roanoke County, Virginia \*
6317. Rockingham County, Virginia \*
6318. Shenandoah County, Virginia \*
6319. Smyth County, Virginia \*
6320. Spotsylvania County, Virginia \*
6321. Stafford County, Virginia \*
6322. Suffolk city, Virginia \*
6323. Tazewell County, Virginia \*

6324. Virginia Beach city, Virginia \*
6325. Warren County, Virginia \*
6326. Washington County, Virginia \*
6327. Wise County, Virginia \*
6328. York County, Virginia \*
6329. Alleghany County, Virginia
6330. Amelia County, Virginia
6331. Appomattox County, Virginia
6332. Bristol city, Virginia
6333. Brunswick County, Virginia
6334. Buchanan County, Virginia
6335. Buckingham County, Virginia
6336. Carroll County, Virginia
6337. Charlotte County, Virginia
6338. Christiansburg town, Virginia
6339. Clarke County, Virginia
6340. Colonial Heights city, Virginia
6341. Culpeper town, Virginia
6342. Dickenson County, Virginia
6343. Dinwiddie County, Virginia
6344. Essex County, Virginia
6345. Fairfax city, Virginia
6346. Falls Church city, Virginia
6347. Floyd County, Virginia
6348. Fluvanna County, Virginia
6349. Fredericksburg city, Virginia
6350. Front Royal town, Virginia
6351. Giles County, Virginia
6352. Goochland County, Virginia
6353. Grayson County, Virginia
6354. Greene County, Virginia
6355. Greensville County, Virginia
6356. Herndon town, Virginia
6357. Hopewell city, Virginia
6358. King George County, Virginia
6359. King William County, Virginia
6360. Lancaster County, Virginia
6361. Lee County, Virginia
6362. Lunenburg County, Virginia
6363. Madison County, Virginia
6364. Manassas Park city, Virginia
6365. Martinsville city, Virginia
6366. Middlesex County, Virginia
6367. Nelson County, Virginia
6368. New Kent County, Virginia
6369. Northampton County, Virginia
6370. Northumberland County, Virginia
6371. Nottoway County, Virginia
6372. Page County, Virginia
6373. Patrick County, Virginia
6374. Poquoson city, Virginia
6375. Powhatan County, Virginia
6376. Prince Edward County, Virginia
6377. Purcellville town, Virginia
6378. Radford city, Virginia
6379. Rockbridge County, Virginia
6380. Russell County, Virginia
6381. Salem city, Virginia
6382. Scott County, Virginia
6383. Southampton County, Virginia
6384. Staunton city, Virginia
6385. Sussex County, Virginia
6386. Vienna town, Virginia
6387. Warrenton town, Virginia
6388. Waynesboro city, Virginia
6389. Westmoreland County, Virginia
6390. Williamsburg city, Virginia
6391. Winchester city, Virginia
6392. Wythe County, Virginia
6393. Auburn city, Washington \*
6394. Bellevue city, Washington \*
6395. Bellingham city, Washington \*
6396. Benton County, Washington \*
6397. Bothell city, Washington \*
6398. Bremerton city, Washington \*
6399. Burien city, Washington \*
6400. Chelan County, Washington \*
6401. Clallam County, Washington \*
6402. Clark County, Washington \*
6403. Cowlitz County, Washington \*
6404. Des Moines city, Washington \*
6405. Douglas County, Washington \*
6406. Edmonds city, Washington \*
6407. Everett city, Washington \*
6408. Federal Way city, Washington \*
6409. Franklin County, Washington \*
6410. Grant County, Washington \*
6411. Grays Harbor County, Washington \*
6412. Island County, Washington \*
6413. Issaquah city, Washington \*
6414. Jefferson County, Washington \*
6415. Kennewick city, Washington \*
6416. Kent city, Washington \*
6417. King County, Washington \*
6418. Kirkland city, Washington \*
6419. Kitsap County, Washington \*
6420. Kittitas County, Washington \*
6421. Lacey city, Washington \*
6422. Lake Stevens city, Washington \*
6423. Lakewood city, Washington \*
6424. Lewis County, Washington \*
6425. Longview city, Washington \*
6426. Lynnwood city, Washington \*
6427. Marysville city, Washington \*
6428. Mason County, Washington \*
6429. Mount Vernon city, Washington \*
6430. Okanogan County, Washington \*
6431. Olympia city, Washington \*
6432. Pasco city, Washington \*
6433. Pierce County, Washington \*
6434. Pullman city, Washington \*
6435. Puyallup city, Washington \*
6436. Redmond city, Washington \*
6437. Renton city, Washington \*
6438. Richland city, Washington \*
6439. Sammamish city, Washington \*
6440. Seattle city, Washington \*
6441. Shoreline city, Washington \*
6442. Skagit County, Washington \*
6443. Snohomish County, Washington \*
6444. Spokane city, Washington \*
6445. Spokane County, Washington \*
6446. Spokane Valley city, Washington \*
6447. Stevens County, Washington \*
6448. Tacoma city, Washington \*
6449. Thurston County, Washington \*
6450. University Place city, Washington \*
6451. Vancouver city, Washington \*
6452. Walla Walla city, Washington \*
6453. Walla Walla County, Washington \*
6454. Wenatchee city, Washington \*
6455. Whatcom County, Washington \*
6456. Whitman County, Washington \*
6457. Yakima city, Washington \*
6458. Yakima County, Washington \*
6459. Aberdeen city, Washington
6460. Adams County, Washington
6461. Anacortes city, Washington
6462. Arlington city, Washington
6463. Asotin County, Washington

6464. Bainbridge Island city, Washington  
6465. Battle Ground city, Washington  
6466. Bonney Lake city, Washington  
6467. Camas city, Washington  
6468. Centralia city, Washington  
6469. Cheney city, Washington  
6470. Covington city, Washington  
6471. East Wenatchee city, Washington  
6472. Edgewood city, Washington  
6473. Ellensburg city, Washington  
6474. Enumclaw city, Washington  
6475. Ferndale city, Washington  
6476. Fife city, Washington  
6477. Gig Harbor city, Washington  
6478. Grandview city, Washington  
6479. Kelso city, Washington  
6480. Kenmore city, Washington  
6481. Klickitat County, Washington  
6482. Lake Forest Park city, Washington  
6483. Liberty Lake city, Washington  
6484. Lincoln County, Washington  
6485. Lynden city, Washington  
6486. Maple Valley city, Washington  
6487. Mercer Island city, Washington  
6488. Mill Creek city, Washington  
6489. Monroe city, Washington  
6490. Moses Lake city, Washington  
6491. Mountlake Terrace city, Washington  
6492. Mukilteo city, Washington  
6493. Newcastle city, Washington  
6494. Oak Harbor city, Washington  
6495. Pacific County, Washington  
6496. Pend Oreille County, Washington  
6497. Port Angeles city, Washington  
6498. Port Orchard city, Washington  
6499. Poulsbo city, Washington  
6500. San Juan County, Washington  
6501. SeaTac city, Washington  
6502. Sedro-Woolley city, Washington  
6503. Shelton city, Washington  
6504. Skamania County, Washington  
6505. Snohomish city, Washington  
6506. Snoqualmie city, Washington  
6507. Sumner city, Washington  
6508. Sunnyside city, Washington  
6509. Tukwila city, Washington  
6510. Tumwater city, Washington  
6511. Washougal city, Washington  
6512. West Richland city, Washington  
6513. Woodinville city, Washington  
6514. Appleton city, Wisconsin \*  
6515. Barron County, Wisconsin \*  
6516. Beloit city, Wisconsin \*  
6517. Brookfield city, Wisconsin \*  
6518. Brown County, Wisconsin \*  
6519. Calumet County, Wisconsin \*  
6520. Chippewa County, Wisconsin \*  
6521. Clark County, Wisconsin \*  
6522. Columbia County, Wisconsin \*  
6523. Dane County, Wisconsin \*  
6524. Dodge County, Wisconsin \*  
6525. Douglas County, Wisconsin \*  
6526. Dunn County, Wisconsin \*  
6527. Eau Claire city, Wisconsin \*  
6528. Eau Claire County, Wisconsin \*  
6529. Fitchburg city, Wisconsin \*  
6530. Fond du Lac city, Wisconsin \*  
6531. Fond du Lac County, Wisconsin \*  
6532. Franklin city, Wisconsin \*  
6533. Grant County, Wisconsin \*  
6534. Green Bay city, Wisconsin \*  
6535. Green County, Wisconsin \*  
6536. Greenfield city, Wisconsin \*  
6537. Janesville city, Wisconsin \*  
6538. Jefferson County, Wisconsin \*  
6539. Kenosha city, Wisconsin \*  
6540. Kenosha County, Wisconsin \*  
6541. La Crosse city, Wisconsin \*  
6542. La Crosse County, Wisconsin \*  
6543. Madison city, Wisconsin \*  
6544. Manitowoc city, Wisconsin \*  
6545. Manitowoc County, Wisconsin \*  
6546. Marathon County, Wisconsin \*  
6547. Marinette County, Wisconsin \*  
6548. Menomonee Falls village, Wisconsin \*  
6549. Milwaukee city, Wisconsin \*  
6550. Milwaukee County, Wisconsin \*  
6551. Monroe County, Wisconsin \*  
6552. New Berlin city, Wisconsin \*  
6553. Oak Creek city, Wisconsin \*  
6554. Oconto County, Wisconsin \*  
6555. Oneida County, Wisconsin \*  
6556. Oshkosh city, Wisconsin \*  
6557. Outagamie County, Wisconsin \*  
6558. Ozaukee County, Wisconsin \*  
6559. Pierce County, Wisconsin \*  
6560. Polk County, Wisconsin \*  
6561. Portage County, Wisconsin \*  
6562. Racine city, Wisconsin \*  
6563. Racine County, Wisconsin \*  
6564. Rock County, Wisconsin \*  
6565. Sauk County, Wisconsin \*  
6566. Shawano County, Wisconsin \*  
6567. Sheboygan city, Wisconsin \*  
6568. Sheboygan County, Wisconsin \*  
6569. St. Croix County, Wisconsin \*  
6570. Sun Prairie city, Wisconsin \*  
6571. Vernon County, Wisconsin \*  
6572. Walworth County, Wisconsin \*  
6573. Washington County, Wisconsin \*  
6574. Waukesha city, Wisconsin \*  
6575. Waukesha County, Wisconsin \*  
6576. Waupaca County, Wisconsin \*  
6577. Wausau city, Wisconsin \*  
6578. Wauwatosa city, Wisconsin \*  
6579. West Allis city, Wisconsin \*  
6580. West Bend city, Wisconsin \*  
6581. Winnebago County, Wisconsin \*  
6582. Wood County, Wisconsin \*  
6583. Adams County, Wisconsin  
6584. Allouez village, Wisconsin  
6585. Ashland County, Wisconsin  
6586. Ashwaubenon village, Wisconsin  
6587. Baraboo city, Wisconsin  
6588. Bayfield County, Wisconsin  
6589. Beaver Dam city, Wisconsin  
6590. Bellevue village, Wisconsin  
6591. Brown Deer village, Wisconsin  
6592. Buffalo County, Wisconsin  
6593. Burlington city, Wisconsin  
6594. Burnett County, Wisconsin  
6595. Caledonia village, Wisconsin  
6596. Cedarburg city, Wisconsin  
6597. Chippewa Falls city, Wisconsin  
6598. Crawford County, Wisconsin  
6599. Cudahy city, Wisconsin



6600. De Pere city, Wisconsin  
6601. DeForest village, Wisconsin  
6602. Door County, Wisconsin  
6603. Elkhorn city, Wisconsin  
6604. Fort Atkinson city, Wisconsin  
6605. Fox Crossing village, Wisconsin  
6606. Germantown village, Wisconsin  
6607. Glendale city, Wisconsin  
6608. Grafton village, Wisconsin  
6609. Grand Chute town, Wisconsin  
6610. Green Lake County, Wisconsin  
6611. Greendale village, Wisconsin  
6612. Greenville town, Wisconsin  
6613. Harrison village, Wisconsin  
6614. Hartford city, Wisconsin  
6615. Hobart village, Wisconsin  
6616. Holmen village, Wisconsin  
6617. Howard village, Wisconsin  
6618. Hudson city, Wisconsin  
6619. Iowa County, Wisconsin  
6620. Jackson County, Wisconsin  
6621. Juneau County, Wisconsin  
6622. Kaukauna city, Wisconsin  
6623. Kewaunee County, Wisconsin  
6624. Lafayette County, Wisconsin  
6625. Langlade County, Wisconsin  
6626. Lincoln County, Wisconsin  
6627. Lisbon town, Wisconsin  
6628. Little Chute village, Wisconsin  
6629. Marinette city, Wisconsin  
6630. Marquette County, Wisconsin  
6631. Marshfield city, Wisconsin  
6632. Menasha city, Wisconsin  
6633. Menomonie city, Wisconsin  
6634. Mequon city, Wisconsin  
6635. Middleton city, Wisconsin  
6636. Monroe city, Wisconsin  
6637. Mount Pleasant village, Wisconsin  
6638. Muskego city, Wisconsin  
6639. Neenah city, Wisconsin  
6640. Oconomowoc city, Wisconsin  
6641. Onalaska city, Wisconsin  
6642. Oregon village, Wisconsin  
6643. Pewaukee city, Wisconsin  
6644. Platteville city, Wisconsin  
6645. Pleasant Prairie village, Wisconsin  
6646. Plover village, Wisconsin  
6647. Port Washington city, Wisconsin  
6648. Portage city, Wisconsin  
6649. Price County, Wisconsin  
6650. Richfield village, Wisconsin  
6651. Richland County, Wisconsin  
6652. River Falls city, Wisconsin  
6653. Rusk County, Wisconsin  
6654. Salem Lakes village, Wisconsin  
6655. Sawyer County, Wisconsin  
6656. Shorewood village, Wisconsin  
6657. South Milwaukee city, Wisconsin  
6658. Stevens Point city, Wisconsin  
6659. Stoughton city, Wisconsin  
6660. Suamico village, Wisconsin  
6661. Superior city, Wisconsin  
6662. Sussex village, Wisconsin  
6663. Taylor County, Wisconsin  
6664. Trempealeau County, Wisconsin  
6665. Two Rivers city, Wisconsin  
6666. Verona city, Wisconsin  
6667. Vilas County, Wisconsin  
6668. Washburn County, Wisconsin  
6669. Watertown city, Wisconsin  
6670. Waunakee village, Wisconsin  
6671. Waupun city, Wisconsin  
6672. Waushara County, Wisconsin  
6673. Weston village, Wisconsin  
6674. Whitefish Bay village, Wisconsin  
6675. Whitewater city, Wisconsin  
6676. Wisconsin Rapids city, Wisconsin  
6677. Albany County, Wyoming \*  
6678. Campbell County, Wyoming \*  
6679. Casper city, Wyoming \*  
6680. Cheyenne city, Wyoming \*  
6681. Fremont County, Wyoming \*  
6682. Gillette city, Wyoming \*  
6683. Laramie city, Wyoming \*  
6684. Laramie County, Wyoming \*  
6685. Natrona County, Wyoming \*  
6686. Sheridan County, Wyoming \*  
6687. Sweetwater County, Wyoming \*  
6688. Big Horn County, Wyoming  
6689. Carbon County, Wyoming  
6690. Converse County, Wyoming  
6691. Evanston city, Wyoming  
6692. Goshen County, Wyoming  
6693. Green River city, Wyoming  
6694. Jackson town, Wyoming  
6695. Lincoln County, Wyoming  
6696. Park County, Wyoming  
6697. Riverton city, Wyoming  
6698. Rock Springs city, Wyoming  
6699. Sheridan city, Wyoming  
6700. Teton County, Wyoming  
6701. Uinta County, Wyoming

**EXHIBIT J****Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities****ABC**

1. A.T. Pharma Consultancy FZC
2. AB Eurco Ltd
3. AB Financing, LLC
4. AB Finco Ltd
5. AB Nokco Ltd
6. AB Singapore Investments Pte. Ltd.
7. AB Specialty Solutions, LLC
8. ABBP International Company
9. ABSG Canada Holdings, Inc.
10. Access M.D. Inc.
11. AERO LINK Courier GmbH
12. Agri-Laboratories, LTD
13. Agstrata, LLC
14. AH Schweiz GmbH
15. AH UK Holdco 1 Limited
16. Alcura France
17. Alcura Health España, S.A.
18. Alcura UK Limited
19. Alliance Boots BV
20. Alliance Boots Schweiz Investments GmbH
21. Alliance Health Services, Inc.
22. Alliance Healthcare (Distribution) Limited
23. Alliance Healthcare Acores (f/k/a Proconfar, S.A.)
24. Alliance Healthcare Ecza Deposu Anonim Şirketi
25. Alliance Healthcare España Holdings, S.L.
26. Alliance Healthcare España S.A.
27. Alliance Healthcare France SA
28. Alliance Healthcare Group France SA
29. Alliance Healthcare Management Services (Nederland) B.V.
30. Alliance Healthcare Management Services Limited
31. Alliance Healthcare Nederland B.V.
32. Alliance Healthcare Norge AS
33. Alliance Healthcare Participações SGPS, unipessoal, Lda.
34. Alliance Healthcare Répartition
35. Alliance Healthcare Romania SRL
36. Alliance Healthcare S.A.
37. Alliance Healthcare s.r.o.
38. Alliance Healthcare s.r.o. Slovakia Branch
39. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS)
40. Alliance Healthcare Technology Services Limited
41. Alliance Healthcare Turkey Holding A.S.
42. Alliance Healthcare Yatirim Holding Anonim Şirketi
43. Alliance Home Health Care, Inc.
44. Alliance UniChem IP Limited
45. Alloga (Nederland) B.V.
46. Alloga France SAS
47. Alloga Logifarma, S.A.
48. Alloga Logistica (España) S.L.
49. ALLOGA LOGISTICS ROMANIA SRL
50. Alloga Portugal - Armazenagem e Distribuicao Farmaceutica, Lda
51. Alloga UK Limited
52. AllyDVM, Inc.
53. Almus Farmaceutica, S.A.
54. Almus France
55. Almus Pharmaceuticals Limited
56. Almus, Lda.
57. Alphega SA
58. Ambulatory Pharmaceutical Services, Inc.
59. American Medical Distributors, Inc.
60. American Oncology Network, LLC
61. Amerisource Health Services Corporation
62. Amerisource Health Services, LLC
63. Amerisource Health Services, LLC d/b/a American Health Packaging
64. Amerisource Heritage Corporation
65. AmeriSource Heritage LLC
66. Amerisource Receivables Financial Corporation
67. Amerisource Sales Corporation
68. AmerisourceBergen Associate Assistance Fund
69. AmerisourceBergen BC, ULC
70. AmerisourceBergen Canada Corporation
71. AmerisourceBergen Canada GP LLC
72. AmerisourceBergen Canada GP, LLC
73. AmerisourceBergen Canada Holdings LP
74. AmerisourceBergen Consulting Services, Inc.

75. AmerisourceBergen Consulting Services, LLC
76. AmerisourceBergen Corporation
77. AmerisourceBergen Drug Corporation
78. AmerisourceBergen Foundation
79. AmerisourceBergen Global Holdings GmbH
80. AmerisourceBergen Global Investments S.a.r.l.
81. AmerisourceBergen Global Manufacturer Services GmbH
82. AmerisourceBergen Group GmbH
83. AmerisourceBergen Holding Corporation
84. AmerisourceBergen Integrated Services Offering, LLC
85. AmerisourceBergen International Holdings Inc.
86. AmerisourceBergen International Investments, LLC
87. AmerisourceBergen Luxembourg s.a.r.l.
88. AmerisourceBergen Services Corporation
89. AmerisourceBergen Sourcing, LLC
90. AmerisourceBergen Specialty Group Canada Corporation
91. AmerisourceBergen Specialty Group Canada Holdings, Inc.
92. AmerisourceBergen Specialty Group, Inc.
93. AmerisourceBergen Specialty Group, LLC
94. AmerisourceBergen Swiss Holdings GmbH
95. AmerisourceBergen Switzerland GmbH
96. AmerisourceBergen UK Holdings Ltd
97. Anderson Packaging, Inc.
98. AndersonBrecon Inc.
99. Animal Prescriptions Limited
100. Animalytix LLC
101. Apluspharma Ltd
102. Apotheek Hagi B.V.
103. Apotheek Lichtenvoorde B.V.
104. APS Acquisitions Corporation
105. APS Enterprises Holding Company, Inc.
106. Armila UAB
107. ASD Hemophilia Management, LLC
108. ASD Hemophilia Program, L.P.
109. ASD Specialty Healthcare, Inc.
110. ASD Specialty Healthcare, LLC
111. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
112. ASD Specialty Healthcare, LLC d/b/a Besse Medical
113. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
114. Automed Technologies (Canada) Inc.
115. Automed Technologies (Canada) ULC
116. Automed Technologies, Inc.
117. BBC Laboratories
118. BBC Operating Sub, Inc.
119. BBC Packing Corporation
120. BBC Special Packaging, Inc.
121. BBC Transportation Co.
122. Beachcourse Limited
123. Bellco Drug Corp.
124. Bellco Health Corp.
125. Bergen Brunswick Corporation
126. Bergen Brunswick Drug Company
127. Bergen Brunswick Realty Services, Inc.
128. Bermuda Equity Holdings, Ltd.
129. Beverly Acquisition Corporation
130. Blue Hill II, Inc.
131. Blue Hill, Inc.
132. BluePoint Intellectual Property, LLC
133. Boots Nederland B.V.
134. Boots Norge AS
135. BP Pharmaceuticals Laboratories Unlimited Company
136. BPL Brasil Participacoes Ltda.
137. BPL Brazil Holding Company s.a.r.l.
138. BPL Brazil, LLC
139. BPL Group, LLC
140. BPL Pharmaceuticals Holding Unlimited Company
141. BPLH Ireland Company Dublin, Zug Branch
142. BPLH Ireland Unlimited Company
143. Brecon Holdings Limited
144. Brecon Pharmaceuticals Holdings Limited
145. Brecon Pharmaceuticals Limited
146. Bridge Medical, Inc.
147. Brownstone Pharmacy, Inc.
148. Bruin Acquisition Corp.
149. Burt's Pharmacy, LLC
150. Cameron Stewart Lifescience Canada Inc.
151. Cannes RJ Participacoes S.A.
152. Capstone Med, Inc.
153. Capstone Pharmacy of Delaware, Inc.
154. CDRF Parent LLC
155. CDRF Parent, Inc.
156. Centaur Services Limited
157. Centro Farmaceutico Asturiano, SA
158. Century Advertising Inc.
159. Chapin Drug Company
160. Choice Medical, Inc.
161. Clinical Outcomes Resource Application Corporation
162. Clinical Outcomes Resource Application, Inc.

163. CliniCare Concepts, Inc.
164. ClinPharm, L.L.C.
165. Committed Provider Services, LLC
166. Compuscript, Inc.
167. Computran Systems, Inc.
168. Corrections Pharmacies Licensing Company, L.L.C.
169. Corrections Pharmacies of California, LP
170. Corrections Pharmacies of Hawaii, LP
171. Corrections Pharmacies, L.L.C.
172. Cubex, LLC
173. Datapharm Sarl
174. DD Wholesale, Inc.
175. Dialysis Purchasing Alliance, Inc.
176. Directlog
177. Documedics Acquisition Co., Inc.
178. Drug Service, Inc.
179. Dunnington Drug, Inc.
180. Dunnington RX Services of Massachusetts, Inc.
181. Dunnington RX Services of Rhode Island, Inc.
182. Durr-Fillauer Medical, Inc.
183. Durvet, Inc.
184. Dymaxium Healthcare Innovations, Ltd.
185. Dymaxium Holdings, Ltd.
186. Dymaxium, Ltd.
187. Entel d.o.o.
188. Escalante Solutions, L.P.
189. Esko İtiryat Sanayi ve Ticaret Anonim Şirketi
190. Euro Registratie Collectief B.V.
191. European Physician Networks GmbH
192. Express Pharmacy Services, Inc.
193. Falcon Acquisition Sub, LLC
194. Family Center Pharmacy, Inc.
195. Feeders Advantage, LCC
196. General Drug Company
197. Goot Nursing Home Pharmacy, Inc.
198. Goot Westbridge Pharmacy, Inc.
199. Goot's Goodies, Inc.
200. Goot's Pharmacy & Orthopedic Supply, Inc.
201. Green Barn, Inc
202. H. D. Smith Holding Company
203. H. D. Smith Holdings, LLC
204. H. D. Smith Wholesale Drug Co.
205. H. D. Smith, LLC
206. HAI Acquisition, Inc.
207. HDS Solutions, LLC
208. Health Services Capital Corporation
209. Healthcare Prescription Services, Inc.
210. HealthForward Inc.
211. HealthQuest Partner II, L.P.
212. HealthTronics Data Solutions LLC
213. HealthTronics Data Solutions, LLC
214. HealthTronics Information Technology Solutions, Inc.
215. Hedef International Holdings BV
216. Home Medical Equipment Health Company
217. Hydra Pharm SPA
218. I.g.G. of America, Inc.
219. IHS Acquisition XXX, Inc.
220. Imedex, Inc.
221. Imedex, LLC
222. Independent Pharmacy Buying Group, Inc.
223. Innomar Pharmacy (BC) Inc.
224. Innomar Pharmacy (SK) Inc.
225. Innomar Pharmacy Inc.
226. Innomar Specialty Pharmacy, Inc.
227. Innomar Strategies Inc.
228. Innovation Cancer, Inc.
229. Insta-Care Holdings, Inc.
230. Insta-Care Pharmacy Services Corporation
231. Intake Initiatives Incorporated
232. IntegraConnect NewCo, LLC
233. Integrated Commercialization Solutions, Inc.
234. Integrated Commercialization Solutions, LLC
235. Integrated Health Systems Outcomes Coalition, LLC
236. Inteplex, Inc.
237. Interfill, LLC
238. International Oncology Network Solutions, Inc.
239. International Physician Networks, L.L.C.
240. International Rheumatology Network, L.L.C.
241. IntrinsicQ Holdings, Inc.
242. IntrinsicQ Specialty Solutions, Inc.
243. IntrinsicQ Tendler, Inc.
244. IntrinsicQ, 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**

1. "Aewige" ärztliche  
Wirtschaftsgesellschaft m.b.H., HG Wien
2. "die apoteeke in teesdorf" Mag. pharm.  
Gerda Kohlhauser KG, LG Wiener  
Neustadt
3. "Esplanade-Apotheke" Mag. pharm.  
Anna-Maria Köck KG, Landesgericht  
Wels
4. "Panther Apotheke" Mag. pharm. Sandra  
Krokos KG, Landesgericht Graz
5. 10101 Woodloch Forest LLC
6. 2012 DREAM LIMITED, England
7. 28CVR LIMITED, England
8. 3068312 Nova Scotia ULC
9. 3069163 Nova Scotia Limited
10. 3069164 Nova Scotia Limited
11. 30MC LIMITED, England
12. 701985 N.B. INC.
13. A C FERGUSON (CHEMIST) LIMITED,  
England
14. A. SUTHRELL (HAULAGE) LIMITED,  
England
15. A.F.M. Bergamo S.p.A., Italy
16. A.L.I. Holdings LLC
17. A.L.I. Imaging Systems Corp.
18. A.L.I. Technologies (International) LLC
19. AAH BUILDERS SUPPLIES LIMITED,  
England
20. AAH FURB PENSION TRUSTEE  
LIMITED, England
21. AAH Glass & Windows Limited, England
22. AAH Ireland, Dublin
23. AAH LIMITED, England
24. AAH Lloyds Insurance (IoM) Limited,  
Isle Of Man
25. AAH LLOYDS PENSION TRUSTEES  
LIMITED, England
26. AAH NOMINEES LIMITED, England
27. AAH ONE LIMITED, Scotland
28. AAH PHARMACEUTICALS LIMITED,  
England
29. AAH TWENTY FOUR LIMITED,  
Scotland
30. AAH TWENTY LIMITED, England
31. AAH TWENTY SIX LIMITED, England
32. ABG Apotheken-Beratungsgesellschaft  
mbH, Stuttgart
33. Access Health NZ Limited
34. AccessMed Holdings, Inc.
35. AccessMed, Inc. (AccessMed, LLC)
36. AccessMed, LLC
37. ACME DRUG CO. LIMITED, Scotland
38. ADDED MARKETING LIMITED,  
England
39. Adler Apotheke Krems Mag. Gabriele  
Denk KG, LG Krems an der Donau
40. Adler-Apotheke Mag.pharm. Ingrid  
Chvatal KG, LG Leoben
41. Admenta Beteiligungs GmbH, HG Wien
42. Admenta Denmark ApS, Copenhagen
43. Admenta Deutschland GmbH, Stuttgart
44. ADMENTA HOLDINGS LIMITED,  
England
45. ADMENTA ITALIA S.P.A., CCIAA di  
Bologna
46. ADMENTA PENSION TRUSTEES  
LIMITED, England
47. Admenta Sweden AB
48. ADMENTA UK LIMITED, England
49. Admenta Verwaltungs GmbH, HG Wien
50. AFM S.p.A., CCIAA di Bologna
51. AHLPHARMACY LIMITED, England
52. ALCHEM (SOUTHERN) LIMITED,  
England
53. ALPE-ADRIA PHARMA farmacevtsko  
podjetje d.o.o., Ljubljana
54. Alphar Ayeneux, Belgium
55. Alphar Gilly DL, Belgium
56. Alphar Monceau sur Sambre, Belgium
57. Alphar Partners SA, Belgium
58. Alte Löwen-Apotheke Mag. pharm.  
Kristina Taubald KG, HG Wien
59. Alte Spora Apotheke Mag.pharm. Stephan  
Öhlzelt KG, LG St. Pölten
60. Amethyst Acquisition Corp.
61. Ancavion GmbH, AG Darmstadt
62. Ancillary Management Solutions, Inc.
63. Anton-Bruckner-Apotheke Mag.pharm.  
Christian Schwarzenbrunner KG, LG Linz
64. AOR Holding Company of Indiana, Inc.  
(AOR Holding Company of Indiana, LLC)
65. AOR Holding Company of Indiana, LLC
66. AOR Management Company of Alabama,  
Inc.
67. AOR Management Company of Arizona,  
Inc. (AOR Management Company of  
Arizona, LLC)



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

122. AYRSHIRE PHARMACEUTICALS LIMITED, Scotland
123. AZIENDA FARMACEUTICA MUNICIPALE di Cremona S.p.A., CCIAA di Cremona
124. Azienda Farmacie Milanesi S.p.A., CCIAA di Milano
125. Babbingore Limited, Dublin
126. BAILLIESTON HEALTH CENTRE PHARMACY LIMITED, Scotland
127. Ballycane Pharmacy Limited, Ireland
128. BANNISTER & THATCHER LIMITED, England
129. BARCLAY PHARMACEUTICALS (ATHERSTONE) LIMITED, England
130. BARCLAY PHARMACEUTICALS LIMITED, England
131. BARLEY CHEMISTS HOLDINGS LIMITED, England
132. BARRY SHOOTER (ROMFORD) LIMITED, England
133. BDI Pharma, Inc. (BDI Pharma, LLC)
134. BDI Pharma, LLC
135. Beausejour Drugs Limited
136. BEAUTY CARE DRUGSTORES LIMITED, England
137. Beldere Corporation
138. BeneVi Health LLC (Biologics, Inc.)
139. BENU Apotheken B.V., Chamber of commerce Amsterdam
140. BENU Nederland BV, Kamer van Koophandel Amsterdam
141. BERKSHIRE MEDICAL SUPPLIES LIMITED, England
142. BETTERLIFEHEALTHCARE LIMITED, England
143. BIG PHARMA LIMITED, Scotland
144. Biologics, Inc.
145. Blackhall Pharmaceutical Distributors Limited
146. Blackhawk Development LLC
147. Blackstaff Pharmaceuticals Limited, England
148. Blomsterdalen Apotek AS
149. Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)
150. Boad Seven, Inc.
151. BOFH Holdings Unlimited Company, Ireland
152. Bottomline Medical Solutions, LLC (Linear Holdings, LLC)
153. Breamor Pharmacy Limited, Ireland
154. Brevard Radiation Oncology, LLC
155. Brickyard Acquisition Inc. (Biologics, Inc.)
156. BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
157. Brocacef Groep N.V., Maarssen
158. Brockton Radiation Oncology, LLC
159. Brooklyn Radiation Oncology, LLC
160. Brukar Enterprises, Inc.
161. Bullet Acquisition Corporation
162. CAHILL MAY ROBERTS GROUP LIMITED, Dublin
163. California Golden State Finance Company
164. Camic Pharmacies Limited, Ireland
165. Canada Distribution Holdings Limited Partnership
166. Canada Retail Holdings Limited Partnership Societe en Commandite Gestion Detail Canada
167. Cancer Treatment Associates of Northeast Missouri, Ltd.
168. CARONET TRADING LIMITED, England
169. Carrollton Radiation Therapy Center, LLC
170. Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
171. Cavalier Acquisition Company LLC
172. CCCN NW Building JV, LLC
173. Celesio Business Services Ltd., Ireland
174. CENTRALE D`ADMINISTRATION DE BIENS IMMOBILIERES, Bobigny
175. CGSF Funding Corporation (CGSF Funding LLC)
176. CGSF Funding LLC
177. Chem Labs Limited, Dublin
178. CHNG Newco LLC
179. CHNG NewSub Inc.
180. City Properties, S.A.
181. Civiche Farmacie Desio S.p.A., Italy
182. Claimone, LLC (Linear Holdings, LLC)
183. ClaimSecure Inc. (SUCCESSOR)
184. CLARK CARE GROUP LIMITED, England
185. CLARK MUNRO LIMITED, Scotland
186. ClarusONE Sourcing Services LLP
187. Clinicians Database, L.L.C.
188. CMR Holdings Ltd, Dublin
189. Coleham, Dublin
190. Colorado Cancer Centers, LLC
191. Combined Enterprises Corporation

192. COMPANY CHEMISTS ASSOCIATION LIMITED, England
193. COMPTOIR MONEGASQUE DE BIOCHIMIE, Monaco
194. COMPTOIR PHARMACEUTIQUE MEDITERRANEEN, Monaco
195. CONSORZIO SERVIZI SALUTARI S.C.A. R.L., Italy
196. CookCo, Inc.
197. Cophana SA, Belgium
198. Corporation Groupe Pharmessor/Pharmessor Group Corporation (SUCCESSOR 10/01/2017)
199. Corporation of America
200. CoverMyMeds LLC
201. CoverMYMeds Specialty Pharmacy Holdings LLC
202. CoverMYMeds Specialty Pharmacy LLC
203. CPG Industries, Inc.
204. Crocker Plaza Company (Crocker Plaza LLC)
205. Crocker Plaza LLC
206. CROSS AND HERBERT (DEVON) LIMITED, England
207. CROSS AND HERBERT (HOLDINGS) LIMITED, England
208. CROSS AND HERBERT LIMITED, England
209. Crowley`s Blackrock Limited, Dublin
210. Cypress Import Brokerage LLC
211. Cypress Medical Products LLC
212. D & K Healthcare Resources LLC
213. D & K Healthcare Resources, Inc. (D & K Healthcare Resources LLC)
214. D & K Pharmacy Solutions, Inc.
215. D & K Receivables Corporation
216. D.F. O'Neill (Chemists) Ltd, Dublin
217. Dale Apotek AS
218. Danubia-Apotheke Mag. pharm. Barbara Sedelies KG, HG Wien
219. Dargle Pharmacies Holdings Limited, Ireland
220. DATACARE Datenpflege des Pharmagroßhandels Ges.m.b.H., HG Wien
221. DATAPHARM, Paris
222. Daytona Beach Radiation Oncology, LLC
223. DC Land Company
224. DCAZ Land Company
225. Delta Clinical Research, LLC
226. DEPOTRADE, Bobigny
227. Derm Vantage, LLC
228. Diana-Apotheke Dr. et Mag. pharm. Michaela Stipsits KG, LG Eisenstadt
229. Die Apotheke Ebenfurth, Mag.pharm. Beate Haage-Löwe KG, LG Wiener Neustadt
230. Dispensing Solutions Acquisition Corporation (DS Holdings, Inc.)
231. Dispensing Solutions, Inc. (Dispensing Solutions, LLC)
232. Dispensing Solutions, LLC (DS Holdings, Inc.)
233. Ditt Apotek Amfi Os AS
234. Ditt Apotek Rodberg AS
235. Ditt Apotek Sorumsand AS
236. Diversified Healthcare, LLC
237. Dix Bulles Pharma, Belgium
238. DLI Market Intelligence ApS, Denmark
239. DOL Pharmacy Limited, Ireland
240. Donnybrook Pharmacy Limited, Ireland
241. Downtown Los Angeles Radiation Oncology, LLC
242. DS Holdings, Inc. (DS Holdings, LLC)
243. DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.)
244. DSRX, Inc. (DS Holdings, Inc.)
245. Dublin 2016 Acquisition, LLC
246. Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)
247. Dublin POS I Acquisition Corp. (POS I Corp.)
248. East Indy CC, LLC
249. ECLIPSE HEALTHCARE LIMITED, England
250. Edwards Medical Supply, Inc.
251. EM Acquisition Corporation
252. Emploi AS
253. Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt
254. Ephrata Diamond Spring Water Co.
255. ESCON (ST NEOTS) LIMITED, England
256. Espafarmed S.L., Belgium
257. EUROSANTE (Société en liquidation), Luxembourg
258. Evesland Limited, Dublin
259. EVOLUTION HOMECARE SERVICES LIMITED, England
260. EXPERT HEALTH LIMITED, England
261. Family Pharmacy @ Las Colinas LLC
262. Fana Apotek AS
263. FAR.CO.SAN S.p.A., CCIAA di Arezzo
264. FARILLON LIMITED, England

265. Farmacia Garbatella I S.r.l., Italy  
266. Farmacie Comunali di Modena S.p.A., Italy  
267. Farmacie Comunali di Padova S.p.A., Italy  
268. Farmacie di Sassuolo S.p.A., Italy  
269. Farmacie Pratesi Pratoforma S.p.A., CCIAA di Prato  
270. FARMALVARION S.R.L. SOCIO UNICO, Italy  
271. FASTPRO International, Inc.  
272. Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)  
273. Felview Limited, Dublin  
274. First Aid Service, Inc.  
275. First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)  
276. First Choice Medical Supply Holding, LLC  
277. First Choice Medical Supply, LLC  
278. FIRTH & PILLING LIMITED, England  
279. Flex-Master Technology Holdings, Inc.  
280. Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz  
281. Foremost de Venezuela, S.A. (Forvensa)  
282. Foremost Homes Hawaii, Ltd.  
283. Foremost Iran Corporation  
284. Foremost Shir, Inc.  
285. Foremost Tehran, Inc.  
286. FOSTER & PLUMPTON GROUP LIMITED, England  
287. FOSTER & PLUMPTON LIMITED, England  
288. Foundation For Opioid Response Efforts  
289. G J MALEY LIMITED, Isle Of Man  
290. G K CHEMISTS (GLOS) LIMITED, England  
291. G K CHEMISTS LIMITED, England  
292. GEHE Immobilien GmbH & Co. KG, Stuttgart  
293. GEHE Immobilien Verwaltungs-GmbH, Stuttgart  
294. GEHE Pharma Handel GmbH, Stuttgart  
295. General Medical Inc.  
296. GEORGE STAPLES (STOKE) LIMITED, England  
297. Gerard Ryan Pharmacy (Clonmel) Limited, Dublin  
298. GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reissegger KG, HG Wien  
299. Giardina Enterprises, Inc.  
300. Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)  
301. Golden State Company, Ltd.  
302. Golden State Corporate Services LLC  
303. Golden State Insurance Company Limited  
304. Golden State Milk Products Company  
305. Goodman Manufacturing Company  
306. 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. Helmarid 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, Reseau de soins pharmacologiques McKesson (SUCCESSOR)
372. Iowa Pharmaceutical Services, LLC
373. IPCC LIMITED, England
374. IPD Holdings, Inc.
375. J S DENT LIMITED, England
376. Bradbury (Surgical) Limited, Northern Ireland
377. J.G. Crowley Pharmacy Limited, Dublin
378. JACS, Inc.
379. Jaron, Inc.
380. Jeffersonville Radiation Technology, LLC
381. Jessheim Apotek AS
382. Jewett Drug Co.
383. Jewett Drug LLC
384. Johannes Apotheke Mag. pharm. Deutsch KG, LG Graz
385. JOHN BELL & CROYDEN LIMITED, England
386. JOHN HAMILTON (PHARMACEUTICALS) LIMITED, Scotland
387. Jupiter Acquisition Ltd.
388. Kairnburry, Dublin
389. Kathleen Properties Subdivision Association, Inc.
390. Keling Limited
391. Keltman Pharmaceuticals, Inc. (Linear Holdings, LLC)
392. Kemofarmacija, veletrgovina za oskrbo zdravstva, d.d., Ljubljana
393. Keystone/Ozone Pure Water Company
394. Kilshallow Limited, Dublin
395. KINGSWOOD CHEMISTS LIMITED, England
396. KINGSWOOD GK LIMITED, England
397. Kitco, Inc.
398. Knowledgeable Healthcare Solutions, Inc.
399. Kreuz-Apotheke KG, HG Wien
400. KWS & P, Inc
401. KWS & P/SFA, Inc.
402. KYLE & CARRICK HOLDINGS LIMITED, Scotland
403. Laboratoria Flandria NV, Belgium
404. Laboratory Supply Company
405. Labsco Holdings, Inc. (McKesson Medical-Surgical Inc.)
406. Leesburg Radiation Oncology, LLC
407. LEVELCROWN LIMITED, England
408. Liberty Real Estate NJ LLC
409. Lind-Apotheke Mag. pharm. Alexander Telesko KG, LG Klagenfurt
410. Linear Holdings, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
411. Linear Holdings, LLC (Linear Holdings, Inc.)

412. Linear Medical Solutions, LLC  
413. LINFORD PHARMACIES LIMITED,  
England  
414. LISEAPOTEKENE AS  
415. Lissone Farmacie S.p.A., CCIAA di  
Monza e Brianza  
416. LIVINGSTON HEALTH CENTRE (P.D)  
CO. LIMITED, Scotland  
417. LKW, Inc.  
418. LLOYDS CHEMISTS LIMITED,  
England  
419. LLOYDS CHEMISTS RETAIL  
(NORTHERN) LIMITED, England  
420. LLOYDS CHEMISTS RETAIL  
LIMITED, England  
421. LLOYDS GROUP PROPERTIES  
LIMITED, England  
422. Lloyds Pharmacy Clinical Homecare  
Limited, England  
423. LLOYDS PHARMACY LIMITED,  
England  
424. LLOYDS PROPERTIES LIMITED,  
England  
425. LLOYDS Property Management  
Company Belgium S.A., Belgium  
426. LLOYDS RETAIL CHEMISTS  
LIMITED, England  
427. Lloyds Retail S.r.l., Socio Unico, Italy  
428. LLOYDSFARMACIA ROMA 4 S.R.L.,  
Italy  
429. Lloydspharma Group S.A., Belgium  
430. Lloydspharma S.A., Belgium  
431. Lloydspharmacy Ireland Limited, Dublin  
432. Lory Apotheke Mag. pharm. Karin  
Eichinger KG, HG Wien  
433. LP Clinical Homecare Group Limited,  
England  
434. LPL ONE LIMITED, England  
435. M H GILL LIMITED, England  
436. M PAYNE & CO LIMITED, England  
437. Macfor International Finance Company  
438. MACON Acquisition Corp.  
439. Macro Helix LLC  
440. Madison Acquisition Inc.  
441. Marathon Acquisition Subsidiary, Inc.  
442. Mariahilf-Apotheke Mag. pharm.  
Christoph Rücklinger KG, LG St. Pölten  
443. Mariahilf-Apotheke Mag. pharm. Helga  
Mann KG, Landesgericht Graz  
444. Marien-Apotheke Mag. pharm. Thomas  
Job KG, LG Eisenstadt  
445. Marien-Apotheke, Mag.pharm. Eva  
Grabner KG, Landesgericht Korneuburg  
446. Maryland First Aid Co., Inc.  
447. MASTA Limited, England  
448. Masters Drug Company, Inc.  
449. MATIS Immobilien OHG, Stuttgart  
450. Maurice F. Dougan Limited, Dublin  
451. May Roberts Ltd, Dublin  
452. MCK Acquisition Corp.  
453. McK International Financial Holdings  
(Barbados) SRL  
454. McKesson (Cayman Islands) Inc.  
455. McKesson (Shanghai) Trading Company  
Limited  
456. McKesson + Strategic Solutions ULC /  
Solutions Strategiques McKesson + ULC  
457. McKesson Automation Systems Inc.  
458. McKesson Belgium Holdings SPRL,  
Belgium  
459. McKesson Canada Corporation/La  
Corporation McKesson Canada  
(SUCCESSOR)  
460. McKesson Canada Finance IA ULC  
461. McKesson Canada Finance IB ULC  
462. McKesson Capital Funding Corp.  
463. McKesson Capital Funding Corporation  
464. McKesson Capital LLC  
465. McKesson Central Fill LLC (McKesson  
Distribution Holdings LLC)  
466. McKesson Contract Research  
Organization LLC  
467. McKesson Cork Business Solutions  
Unlimited Company  
468. McKesson Corporate Properties, Inc.  
469. McKesson Corporation  
470. McKesson Development Corp.  
471. McKesson Distribution Holdings LLC  
472. McKesson Drug Company LLC  
473. McKesson Europe AG  
474. McKesson Europe Holdings GmbH & Co.  
KGaA  
475. McKesson Europe Holdings Verwaltungs  
GmbH  
476. McKesson Financial Holdings II  
Unlimited Company  
477. McKesson Financial Holdings Unlimited  
Company  
478. McKesson Financing Trust III  
479. McKesson Financing Trust IV  
480. McKesson Foundation Inc.

481. McKesson FRANCE HOLDINGS, Bobigny
482. McKesson France Retail, Bobigny B
483. McKesson Funding Company of Canada
484. McKesson Global Procurement & Sourcing Limited
485. McKesson Global Sourcing Limited
486. McKesson Global Sourcing Limited [Irish Branch]
487. McKesson Health Solutions Holdings LLC
488. McKesson Health Solutions LLC
489. McKesson Health Solutions Puerto Rico Inc.
490. McKesson Health Solutions Texas Inc.
491. McKesson High Volume Solutions Inc.
492. McKesson Information Solutions Finance S.a.r.l.
493. McKesson Information Solutions Holdings II S.a.r.l.
494. McKesson Information Solutions Holdings III S.a.r.l.
495. McKesson Information Solutions Holdings IV S.a.r.l.
496. McKesson Information Solutions Holdings V S.a.r.l.
497. McKesson Information Solutions III LLC
498. McKesson Information Solutions Inc. (McKesson Information Solutions LLC)
499. McKesson Information Solutions IV LLC
500. McKesson Information Solutions LLC
501. McKesson Information Solutions Topholdings S.a.r.l.
502. McKesson Information Solutions UK Limited
503. McKesson International Bermuda IP2A Limited
504. McKesson International Bermuda IP2B Unlimited
505. McKesson International Bermuda IP3A Limited
506. McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited)
507. McKesson International Bermuda IP4A Limited
508. McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited)
509. McKesson International Bermuda IP5A Limited
510. McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited)
511. McKesson International Bermuda Opco1A Limited
512. McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited)
513. McKesson International Bermuda Opco3A Limited
514. McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited)
515. McKesson International Bermuda Opco4A Limited
516. McKesson International Bermuda Opco4B Unlimited
517. McKesson International Finance III Limited (McKesson US Finance Corporation)
518. McKesson International Finance S.a.r.l.
519. McKesson International Holdings III S.a.r.l.
520. McKesson International Holdings IV S.a.r.l.
521. McKesson International Holdings S.a.r.l.
522. McKesson International Holdings Unlimited Company
523. McKesson International Holdings VI S.a.r.l.
524. McKesson International Holdings VII S.a.r.l.
525. McKesson International Investment Corp.
526. McKesson International Ireland I Limited
527. McKesson International LLC
528. McKesson International Malaysia Sdn Bhd
529. McKesson International S.a.r.l.
530. McKesson International Topholdings S.a.r.l.
531. McKesson Ireland Limited
532. McKesson Logistics Solutions
533. McKesson Medical Imaging Company Ltd. (predecessor)
534. McKesson Medical-Surgical FDT Inc.
535. McKesson Medical-Surgical Government Solutions LLC
536. McKesson Medical-Surgical Holdings Inc.
537. McKesson Medical-Surgical Inc.
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. Prisma S.A.S.  
746. PRN Physician Reliance, LLC  
747. Pro-AvO GmbH, Deutschland  
748. Proclaim, Inc. (McKesson Medical-Surgical MediMart Inc.)  
749. PRODILAB, France  
750. Providence Radiation Oncology Partners LLC  
751. PSS China Sourcing Limited  
752. PSS Global Holdings  
753. PSS Global Sourcing China Business Trust  
754. PSS Global Sourcing Hong Kong Limited

755. PSS Global Sourcing Limited [Hong Kong]  
756. PSS HK 1 Limited  
757. PSS Holding, Inc. (McKesson Medical-Surgical Inc.)  
758. PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)  
759. PSS Southeast Asia Limited  
760. PSS World Medical, Inc.  
761. PST Products, LLC  
762. PST Services, Inc. (PST Products, LLC)  
763. Purchasing Alliance for Clinical Therapeutics, LLC  
764. R F FOSKETT & SON LIMITED, England  
765. R GORDON DRUMMOND LIMITED, England  
766. R/X Automation Solutions, LLC  
767. Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz  
768. Radiation Oncology Services of America, Inc.  
769. Radiotherapy Clinic Holdings, LLC  
770. Radiotherapy Clinics of Kentuckiana, LLC  
771. Radiotherapy Clinics of Kentuckiana-2, LLC  
772. Radius Data Solutions, LLC  
773. Radius Reimbursement Services, LLC  
774. Radunnco, Inc.  
775. Rancare, Inc.  
776. Randolph Home Care Inc.  
777. Randolph Medical Inc.  
778. RCOG Cancer Centers, LLC  
779. Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.)  
780. recucare GmbH, Stuttgart  
781. recusana GmbH, Stuttgart  
782. Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien  
783. RelayHealth Corporation (McKesson Information Solutions LLC)  
784. Renoir Acquisition Corporation  
785. Renoir Acquisition Corporation (DE)  
786. RESEAU SANTE, BREST  
787. RetraceHealth, Inc.  
788. Rexall Pharmacy Group Ltd.  
789. Rexall/Pharma Plus Pharmacies (BC) Ltd.  
790. Rexall/Pharma Plus Pharmacies (Sask) Ltd.  
791. Rexall/Pharma Plus Pharmacies Ltd.  
792. Riel, Inc.  
793. Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)  
794. R-jet, Incorporated  
795. RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC)  
796. RMCC Cancer Center, LLC  
797. ROSA of Eastern Shore, LLC  
798. ROSA of Georgia, LLC  
799. ROSA of South Alabama, LLC  
800. ROSA of Southern New Jersey, LLC  
801. Roth Medical Services, Inc.  
802. RPRS, LLC  
803. RX Information Technology LLC  
804. RxC Acquisition Company  
805. RxCrossroads 3PL LLC  
806. Ryle and De Lacy Pharmacies Limited, Ireland  
807. S.K.U., Inc.  
808. Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg  
809. Salvator - Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben  
810. San Bruno Mountain Ltd., A California Limited Partnership  
811. Sandviken Apotek AS  
812. Sangers (Northern Ireland) Limited, Northern Ireland  
813. SANOVA Pharma GesmbH, HG Wien  
814. SAVORY & MOORE (JERSEY) LIMITED, Jersey  
815. SAVORY & MOORE LIMITED, Scotland  
816. SCHOLES (CHEMISTS) LIMITED, England  
817. Schutzenselapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt  
818. Scrip Pak, LLC (Linear Holdings, LLC)  
819. Script2U Holdings LLC  
820. Script2U LLC  
821. ScriptHero LLC  
822. ScriptHero Pharmacy Holdings LLC  
823. ScriptHero Pharmacy LLC  
824. Select RX, LLC (Linear Holdings, LLC)  
825. SelectPlus Oncology, LLC  
826. Sens Arbeidsinkluderung AS  
827. Sens Eiendom AS  
828. Sens Gruppen AS  
829. Sens Utvikling AS

830. SERVICE DE LA REPARTITION  
PHARMACEUTIQUE, Paris
831. SF Valley Derm Equipment I, LLC
832. Sherman Oaks Radiation Oncology, LLC  
(Vantage Oncology Treatment Centers,  
LLC)
833. Sherman Oaks Radiation Technology,  
LLC (Vantage Oncology Treatment  
Centers, LLC)
834. Shoup Properties, Inc.
835. SHS V Medtech Investments GmbH &  
Co. KG
836. Simply Medical LLC
837. SIVEM Pharmaceuticals ULC/SIVEM  
Produits Pharmaceutiques ULC
838. Six R Investments, Inc.
839. SOCIETE COOPERATIVE OUEST  
PARTAGE, BREST
840. SOCIETE D'ETUDES ET DE  
REALISATIONS INFORMATIQUES,  
Monaco
841. Sofarmex BVBA, Belgium
842. Sofiadis SCRL, Belgium
843. Soldier Acquisition Corporation
844. SOPI The Lough Limited, Ireland
845. SOPI Youghal Limited, Ireland
846. SourceTenn LLC
847. South Alabama Cancer Centers, LLC
848. South Bay Radiation Oncology, LLC
849. South Pacific Medical Inc.
850. Southeast Merger Corp.
851. Southeast Texas Cancer Centers, L.P.
852. Southern California Radiation Oncology,  
LLC
853. Spider Acquisition Corporation
854. Spirit Acquisition Corporation
855. Spring Valley Industries, LLC
856. St. Louis Pharmaceutical Services, LLC
857. St. Lucas-Apotheke Mag.pharm. Ilona  
Elisabeth Leitner KG, HG Wien
858. St. Markus Apotheke Dr. Elke  
Kramberger-Kaplan KG, LG Linz
859. St. Richard Apotheke Mag.pharm. Ursula  
Kohl KG, Landesgericht Korneuburg
860. Stadion-Apotheke Mag. pharm. Ulrike  
Grosser-Schmidt KG, LG St. Pölten
861. Stadt-Apotheke "Zur heiligen Barbara"  
Mag. pharm. Igor Mauritsch KG, Austria
862. Stadtapotheke Fürstenfeld Mag. pharm.  
Waltraud Maier KG, Landesgericht Graz
863. Stat RX USA, LLC (Linear Holdings,  
LLC)
864. STATIM FINANCE LIMITED, England
865. STEPHEN SMITH LIMITED, Guernsey
866. Sterling Medical Services, LLC  
(McKesson Patient Care Solutions Inc.)
867. STQ LLC
868. Strategic Health Alliance II, Inc.
869. Strategic Health Alliance Management  
Corp.
870. Strategic Sourcing Services LLC
871. Streator Radiation Oncology, LLC
872. Stubaital-Apotheke Mag.pharm. Christian  
Kernstock KG, LG Innsbruck
873. Summa Script LLC
874. Sund Apotek AS
875. SUPERFIELD LIMITED, England
876. Supplylogix LLC
877. T AND I WHITE LIMITED, England
878. T. Sheridan Sales & Marketing, Dublin
879. Tabor Apotheke Mag. pharm. Wolfram  
Schaden KG, LG Steyr
880. Targa Parent Holdings, LLC
881. TBC Products, Inc.
882. Temperature Controlled Pharmaceuticals  
Limited
883. Test Corporation changed 2 GM 3 AG
884. Test Entity - Corporation
885. Test Entity - Corporation (Glenette)
886. Test Entity - LLC (Anne)
887. Test Entity - LLC (Glenette)
888. Test Entity - LLC (Karen)
889. Test Entity - LLC (Melissa)
890. Test Entity - LP
891. Test Entity - Manager LLC
892. Test Entity - Member LLC
893. Test Entity - Parent Corporation
894. Texas Pharmaceutical Services, LLC
895. Texas Proton Therapy Center, LLC
896. The Oregon Cancer Centers, Ltd.
897. Theratech, Inc. (McKesson Medical-  
Surgical Top Holdings Inc.)
898. Thriftymed, Inc. (McKesson Medical-  
Surgical Top Holdings Inc.)
899. THURNBY ROSE LIMITED, England
900. Titus Home Health Care LLC
901. Tjellesen Max Jenne A/S, Rodovre
902. Todin A/S, Denmark
903. TOPS Pharmacy Services, Inc.
904. Tower Radiation Technology, LLC
905. Tracer Enterprises LLC

906. Tri-State Radiation Oncology Centers, LLC
907. Tuna Acquisition Corp.
908. Tyler Radiation Equipment Leasing, LLC
909. Unicare Dispensers 16 Limited, Ireland
910. Unicare Dispensers 27 Limited, Ireland
911. Unicare Dispensers 5 Limited, Ireland
912. Unicare Pharmacy Group Limited, Dublin
913. United Drug (Wholesale) Limited
914. United Drug Distributors Ireland Limited
915. Unity Oncology, LLC
916. Urbani-Apotheke Mag. pharm. Bernhard Prattes KG, LG Graz
917. US Oncology Corporate, Inc.
918. US Oncology Holdings, Inc.
919. US Oncology Lab Services, LLC
920. US Oncology Pharmaceutical Services, LLC
921. US Oncology Pharmacy GPO, L.P.
922. US Oncology Reimbursement Solutions, LLC
923. US Oncology Research, Inc. (US Oncology Research, LLC)
924. US Oncology Research, LLC
925. US Oncology Specialty, LP
926. US Oncology, Inc.
927. USCITA LIMITED, England
928. USON Insurance Company
929. USON Risk Retention Group, Inc.
930. Utah Acquisition Corporation
931. Valley Equipment Company
932. Vantage Acquisition Company, LLC (Vantage Oncology, LLC)
933. Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)
934. Vantage Cancer Care - Alabama, LLC (Vantage Cancer Care Networks, LLC)
935. Vantage Cancer Care - Indiana, LLC (Vantage Cancer Care Networks, LLC)
936. Vantage Cancer Care - New Mexico, LLC (Vantage Cancer Care Networks, LLC)
937. Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)
938. Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)
939. Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)
940. Vantage Cancer Care Networks, LLC
941. Vantage Cancer Centers of Georgia, LLC
942. Vantage Central Ohio Radiation Therapy, LLC
943. Vantage Equipment Acquisition, LLC
944. Vantage Exton Radiation Oncology, LLC
945. Vantage Medical Management Services, LLC
946. Vantage Mokena Radiation Oncology, LLC
947. Vantage Oncology - Brooklyn, LLC
948. Vantage Oncology Centers - Beverly Hills, LLC
949. Vantage Oncology Finance Co. (Vantage Oncology, LLC)
950. Vantage Oncology Holdings, LLC
951. Vantage Oncology LLC PAC Corporation
952. Vantage Oncology Physics, LLC
953. Vantage Oncology Treatment Centers - Brevard, LLC
954. Vantage Oncology Treatment Centers - Brockton, LLC
955. Vantage Oncology Treatment Centers - Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)
956. Vantage Oncology Treatment Centers - Northern Arizona, LLC
957. Vantage Oncology Treatment Centers - Ohio, LLC (Vantage Oncology Treatment Centers, LLC)
958. Vantage Oncology Treatment Centers - San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)
959. Vantage Oncology Treatment Centers - Tri-State, LLC
960. Vantage Oncology Treatment Centers, LLC
961. Vantage Oncology, LLC
962. Vantage Operational Support Services, LLC
963. Vantage Radiation Oncology Associates, LLC
964. Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)
965. Vantage South Suburban Radiation Oncology, LLC
966. VC Services, Inc.
967. VEC GP, LLC
968. VerbalCare, LLC
969. Verdal Apotek AS
970. Very Important Products, Inc.

971. Visitacion Associates
972. Vitapharm, proizvodnja in trgovina  
farmaceutskih 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: \_\_\_\_\_

SPECIMEN

**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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$0.00	\$0.00	\$120,000,000.00		
<b>Total Payment</b>	<b>\$1,266,240,076.84</b>	<b>\$1,266,240,076.84</b>	<b>\$1,266,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,226,240,076.84</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$1,030,778,538.44</b>	<b>\$20,628,629,075.93</b>	<b>Max After Credit</b>		
																					<b>\$491,370,923.07</b>	<b>Tribal/W. Va. Credit</b>	
																						<b>\$21,119,999,999.00</b>	<b>Global Settlement Amount</b>

**EXHIBIT N****Additional Restitution Amount Allocation**

<b>American Samoa</b>	0.0269444247%
<b>Arizona</b>	3.6430210329%
<b>California</b>	16.2669545320%
<b>Colorado</b>	2.7085512198%
<b>Connecticut</b>	2.1096636070%
<b>District of Columbia</b>	0.3322525916%
<b>Guam</b>	0.0804074609%
<b>Illinois</b>	5.4255643065%
<b>Iowa</b>	1.2999070108%
<b>Kansas</b>	1.3410510698%
<b>Louisiana</b>	2.3525361878%
<b>Maine</b>	0.9038789471%
<b>Maryland</b>	3.2974316916%
<b>Massachusetts</b>	3.6093694218%
<b>Minnesota</b>	2.1790874099%
<b>Missouri</b>	3.1849331362%
<b>N. Mariana Islands</b>	0.0285222675%
<b>Nebraska</b>	0.7246475605%
<b>New Jersey</b>	4.3741379541%
<b>New York</b>	9.7303039729%
<b>North Carolina</b>	5.1803544928%
<b>North Dakota</b>	0.3171626484%
<b>Oregon</b>	2.2051475878%
<b>Pennsylvania</b>	7.0279415168%
<b>Tennessee</b>	4.2216179010%
<b>Texas</b>	10.4894528864%
<b>Virgin Islands</b>	0.0544915651%
<b>Virginia</b>	3.7333854452%
<b>Wisconsin</b>	2.8360231633%
<b>Wyoming</b>	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 parishes<sup>17</sup>, 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.

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<sup>17</sup> 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
<b>Total</b>	<b>\$18,000,000</b>	<b>\$3,000,000</b>	<b>\$2,591,513</b>	<b>\$17,591,513</b>

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
<b>Total</b>	<b>\$18,000,000</b>	<b>\$3,000,000</b>	<b>\$2,857,143</b>	<b>\$17,857,143</b>

**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:

	<b>Attorney Fee Fund</b> <i>(Contingency Fee Fund and Common Benefit Fund)</i>	<b>MDL Expense Fund</b>	<b>Litigating Subdivision Cost Fund</b>
<b>Payment Year 1</b>	\$136,044,378.70	\$40,384,615.39	\$40,000,000
<b>Payment Year 2</b>	\$150,934,911.25		\$40,000,000
<b>Payment Year 3</b>	\$270,825,443.80		\$40,000,000
<b>Payment Year 4</b>	\$183,625,739.68		

<b>Payment Year 5</b>	\$183,625,739.69		
<b>Payment Year 6</b>	\$183,625,739.69		
<b>Payment Year 7</b>	\$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
<b>Total:</b>	<b>\$775,384,615.41</b>

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
<b>Total:</b>	<b>\$516,923,077.32</b>

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.<sup>18</sup> 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.<sup>19</sup> 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.<sup>20</sup> 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.<sup>21</sup> 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.<sup>22</sup>

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.

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<sup>18</sup> See Distributor Settlement Agreement, Exhibit R § II.B.3; Janssen Settlement Agreement, Exhibit R § II.B.3.

<sup>19</sup> Distributor Settlement Agreement, Exhibit R § II.B.3; Janssen Settlement Agreement, Exhibit R § II.B.3

<sup>20</sup> Distributor Settlement Agreement, Exhibit R § II.A.5.

<sup>21</sup> Distributor Settlement Agreement, Exhibit R § II.D.1.

<sup>22</sup> 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).<sup>23</sup>

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] =  $0.012222\%$ <sup>24</sup>
- $0.012222\% * \$516,923,077.32$  [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:

- $1\% * \$516,923,077.32 = \$5,169,230.77$  [amount of the Contingency Fee Fund corresponding to State A]

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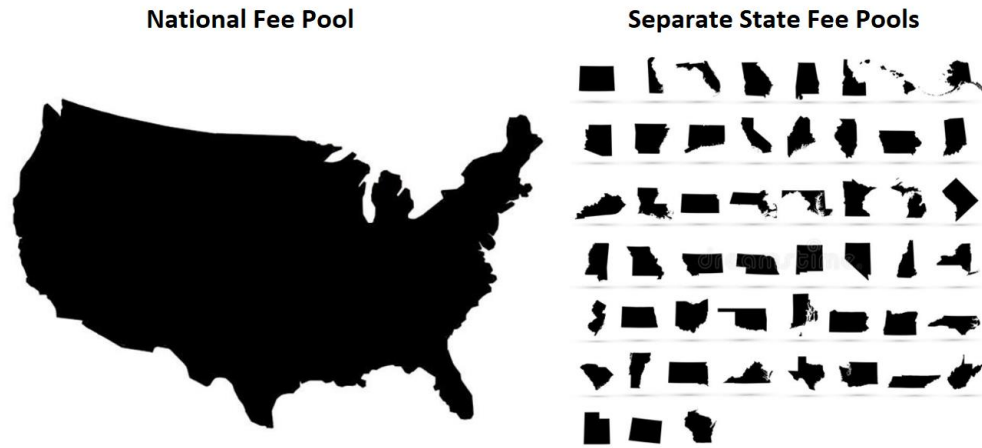
<sup>23</sup> Because a few Litigating Subdivisions named only one or two of the Distributors in a lawsuit before January 1, 2021, each Subdivision's share of the Contingency Fee Fund is slightly different for each distributor. Therefore, under the Distributor Settlement Agreement, the calculations described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

<sup>24</sup> 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.<sup>25</sup>

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

<sup>25</sup> 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.**
- a. 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.
  - b. 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	<b>\$7,036,013.23</b>
Alaska	0.2585%	\$49,223,759.07	\$23,611,879.53	20%	\$4,922,375.91	<b>\$1,107,534.58</b>
Arkansas	0.9663%	\$184,044,819.65	\$92,022,409.82	TIPAC	\$8,101,120.49	<b>\$4,141,008.44</b>
Delaware	0.49%	\$93,322,747.66	\$46,661,373.83	21%	\$9,798,888.50	<b>\$2,099,761.82</b>
Florida	7.0259%	\$1,338,112,237.57	\$669,056,118.79	TIPAC	\$36,952,805.94	<b>\$30,107,525.35</b>
Georgia	2.7882%	\$531,024,939.66	\$265,512,469.83	8%	\$21,240,997.59	<b>\$11,948,061.14</b>
Hawaii	0.3418%	\$65,103,946.38	\$32,551,973.19	17%	\$5,533,835.44	<b>\$1,464,838.79</b>
Idaho	0.5254%	\$100,070,766.60	\$50,035,383.30	10%	\$5,003,538.33	<b>\$2,251,592.25</b>
Indiana	2.2169%	\$422,215,856.62	\$211,107,928.31	TIPAC	\$14,055,396.42	<b>\$9,499,856.77</b>
Kentucky	2.093%	\$398,614,767.86	\$199,307,383.93	TIPAC	\$12,215,369.20	<b>\$8,968,832.28</b>
Michigan	3.402%	\$647,928,460.07	\$323,964,230.04	12%	\$38,875,707.60	<b>\$14,578,390.35</b>
Mississippi	0.8899%	\$169,482,650.39	\$84,741,325.19	TIPAC	\$7,737,066.26	<b>\$3,813,359.63</b>
Montana	0.3422%	\$65,166,981.56	\$32,583,490.78	20, 18, and 15% by amount	\$5,916,934.37	<b>\$1,466,257.09</b>
Nevada	1.2487%	\$237,815,036.99	\$118,907,518.50	19%	\$22,592,428.52	<b>\$5,350,838.33</b>
New Hampshire	0.6259%	\$119,200,348.62	\$59,600,174.31	27%	16,092,047.06	<b>\$2,682,007.84</b>
New Mexico	0.8557%	\$162,975,902.53	\$81,487,951.27	24%	\$19,557,108.30	<b>\$3,666,957.81</b>
Ohio	4.3567%	\$829,751,250.63	\$414,875,625.32	TIPAC	\$24,243,781.27	<b>\$18,669,403.14</b>
Oklahoma	1.5832%	\$301,519,407.96	\$150,759,703.98	25%	\$37,689,926.00	<b>\$6,784,186.68</b>
Puerto Rico	0.7263%	\$138,330,459.13	\$69,165,229.57	25%	\$17,291,307.39	<b>\$3,112,435.33</b>
Rhode Island	0.4896%	\$93,239,095.60	\$46,619,547.80	17%	\$7,925,323.13	<b>\$2,097,879.65</b>
South Carolina	1.5835%	\$301,577,078.44	\$150,788,539.22	TIPAC	\$21,781,541.57	<b>\$6,785,484.26</b>
South Dakota	0.217%	\$41,327,454.40	\$20,663,727.20	12%	\$2,479,647.26	<b>\$929,867.72</b>

Utah	1.1889%	\$226,438,902.67	\$113,219,451.34	TIPAC Modified by K	\$2,714,389.03	<b>\$2,714,389.03</b>
Vermont	0.2844%	\$54,169,670.90	\$27,084,835.45	TIPAC	\$4,958,483.55	<b>\$1,218,817.60</b>
Washington	2.3189%	\$441,644,189.13	\$220,822,094.57	Statute	\$10,900,000	<b>\$9,936,994.26</b>

**EXHIBIT T****Agreement on the State Cost Fund Administration**

1. **Creation of a State Cost Fund.** The Settling Distributors and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (such fund, the “*State Cost Fund*”). The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, and the MDL Expense Fund.
2. **State Cost Fund Amount and to Whom Owed.** On the Payment Date of Payment Year 1, the Settling Distributors shall pay into the State Cost Fund \$56,538,461.00 (the “*State Cost Fund Amount*”). No funds may be released from the State Cost Fund to Non-Settling States.
3. **State Cost Fund Committee.** A committee of Attorneys General or their designated representatives (such committee, the “*State Cost Fund Committee*”) shall oversee the State Cost Fund. The committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.
4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the “*State Cost Fund Administrator*”). The State Cost Fund Administrator may or may not be different from the Settlement Fund Administrator. The State Cost Fund Administrator shall administer the State Cost Fund and direct payments to Settling States.
5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented costs incurred or paid in connection with litigation and investigation related to the opioid litigation. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and payment of each expense attributable to litigation or investigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.
6. **State Cost Fund Payment Priorities and Residual.** To the extent the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the order described in this section until the State Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order of priority:

(a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against the Settling Distributors apart from any fee owed; (d) litigation-related costs attributable to the Settling Distributors incurred or paid by a Settling State litigating against the Settling Distributors; and (e) pre-suit investigation-related costs attributable to the Settling Distributors incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating the Settling Distributors. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection- or healthcare-related enforcement or training activities. In determining what costs are attributable to the Settling Distributors, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

**EXHIBIT U**

**ABC IRS Form 1098-F**

0303  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 <b>\$ 6,379,375,013.53</b>	OMB No. 1545-2284 Form <b>1098-F</b> (Rev. December 2019)	<b>Fines, Penalties, and Other Amounts</b>
		2 Restitution/remediation amount <b>\$ 5,839,378,859.97</b>	For calendar year 2021	
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390	3 Compliance amount <b>\$</b>	4 Date of order/agreement XX/XX/2021	<b>Copy A For Internal Revenue Service Center</b>  <b>File with Form 1096.</b>  For Privacy Act and Paperwork Reduction Act Notice, see the <b>current General Instructions for Certain Information Returns.</b>
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 [www.irs.gov/Form1098F](http://www.irs.gov/Form1098F) 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 <b>\$ 6,358,796,384.46</b>	OMB No. 1545-2284 <b>Form 1098-F</b> (Rev. December 2019)	<b>Fines, Penalties, and Other Amounts</b>
		2 Restitution/remediation amount <b>\$ 5,820,542,153.63</b>	For calendar year 20 <u>21</u>	
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 31-0958666	3 Compliance amount <b>\$</b>	4 Date of order/agreement <b>XX/XX/2021</b>	<b>Copy A</b> <b>For Internal Revenue Service Center</b> <b>File with Form 1096.</b> For Privacy Act and Paperwork Reduction Act Notice, see the <b>current General Instructions for Certain Information Returns.</b>
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. 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		

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**EXHIBIT W**

**McKesson IRS Form 1098-F**

0303  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 <b>\$</b> 7,840,457,678.30	OMB No. 1545-2284  Form <b>1098-F</b> (Rev. December 2019) For calendar year 20 <u>21</u>	<b>Fines, Penalties, and Other Amounts</b>
		2 Restitution/remediation amount <b>\$</b> 7,176,784,986.23		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN XX-XXXXXXX	3 Compliance amount <b>\$</b>	4 Date of order/agreement XX/XX/2021	<b>Copy A For Internal Revenue Service Center</b>  <b>File with Form 1096.</b>  For Privacy Act and Paperwork Reduction Act Notice, see the <b>current General Instructions for Certain Information Returns.</b>
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		

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**EXHIBIT X**

**Severity Factors**

<b>State</b>	<b>Severity Factor</b>
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%

## JANSSEN SETTLEMENT AGREEMENT

This settlement agreement dated as of July 21, 2021 (the “*Agreement*”) sets forth the terms of settlement between and among the Settling States, Participating Subdivisions, and Janssen (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Janssen, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

### I. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Abatement Accounts Fund*” means a component of the Settlement Fund described in subsection VI.E.
2. “*Additional Restitution Amount*” means the amount available to Settling States listed in Exhibit N of \$67,307,692.
3. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
4. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Janssen.
5. “*Allocation Statute*” means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation, as set forth in subsection VI.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditure of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.
6. “*Annual Payment*” means the total amount payable to the Settlement Fund by Janssen on the Payment Date each year in 2023 and onward, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
7. “*Appropriate Official*” means the official defined in subsection XIII.E.

8. “*Attorney Fee Fund*” means an account consisting of funds allocated to pay attorneys’ fees and costs pursuant to the agreement on attorneys’ fees and costs attached as Exhibit R.
9. “*Bar*” means either (1) a ruling by the highest court of the State or the intermediate court of appeals when not subject to further review by the highest court of the State in a State with a single intermediate court of appeals setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement) shall not constitute a Bar.
10. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section IV below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.
11. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert

fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

12. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
13. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and investigation costs or litigation costs.
14. “*Consent Judgment*” means a state-specific consent judgment in a form to be agreed upon by the Settling States, Participating Subdivisions, and Janssen prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section IV, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.
15. “*Court*” means the respective court for each Settling State to which the Agreement and the Consent Judgment are presented for approval and/or entry as to that Settling State, or the Northern District of Ohio for purposes of administering the Attorney Fee Fund and any related fee and cost agreements.
16. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished

active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.

17. “*Designated State*” means New York.
18. “*Effective Date*” means the date sixty (60) days after the Reference Date.
19. “*Enforcement Committee*” means a committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to subsection XIII.O shall be provided when there are changes in membership or contact information.
20. “*Global Settlement Abatement Amount*” means the abatement amount of \$4,534,615,385.
21. “*Global Settlement Amount*” means \$5 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.
22. “*Global Settlement Attorney Fee Amount*” means the attorney fee amount of \$398,076,923.
23. “*Incentive A*” means the incentive payment described in subsection V.E.4.
24. “*Incentive B*” means the incentive payment described in subsection V.E.5.
25. “*Incentive C*” means the incentive payment described in subsection V.E.6.
26. “*Incentive D*” means the incentive payment described in subsection V.E.7.
27. “*Incentive Payment Final Eligibility Date*” means, with respect to a Settling State, the date that is the earliest of (1) three years after the Effective Date; (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date; or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.
28. “*Initial Participating Subdivision*” means a Subdivision that meets the requirements set forth in subsection VII.D.
29. “*Initial Participation Date*” means the date one hundred twenty (120) days after the Preliminary Agreement Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.



30. “*Initial Year Payment*” means the total amount payable to the Settlement Fund by Janssen on each of the two Payment Dates in 2022, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
31. “*Injunctive Relief Terms*” means the terms described in Section III and set forth in Exhibit P.
32. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
33. “*Later Litigating Special District*” means a Special District (or Special District official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
34. “*Later Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Trigger Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay or removal.
35. “*Later Participating Subdivision*” means a Participating Subdivision that meets the requirements of subsection VII.E but is not an Initial Participating Subdivision.
36. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. A list of Litigating Special Districts will be agreed to by the parties and attached hereto as of the Preliminary Agreement Date.
37. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date that were not separately resolved prior to that

Trigger Date. A Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of the Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

38. “*National Arbitration Panel*” means the panel described in subsection XII.F.
39. “*National Disputes*” means the disputes described in subsection XII.F.
40. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
41. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.
42. “*Non-Participating Subdivision*” means a Subdivision that is not a Participating Subdivision.
43. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
44. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
45. “*Non-Released Entity*” means an entity that is not a Released Entity.
46. “*Non-Settling State*” means a State that is not a Settling State.
47. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.
48. “*Overall Allocation Percentage*” means a Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal 100%.
49. “*Participating Special District*” means a Special District that executes a release consistent with Section IV below and meets the requirements for becoming a Participating Special District under Section VII.

50. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions. Subdivisions eligible to become Participating Subdivisions are listed in Exhibit G. A Settling State may add additional Subdivisions to Exhibit G at any time prior to the Initial Participation Date.
51. “*Participation Tier*” means the level of participation in this Agreement as determined pursuant to subsection VIII.C using the criteria set forth in Exhibit H.
52. “*Parties*” means Janssen and the Settling States (each, a “*Party*”).
53. “*Payment Date*” means the date on which Janssen makes its payments pursuant to Section V and Exhibit M.
54. “*Payment Year*” means the calendar year during which the applicable Initial Year Payments or Annual Payments are due pursuant to subsection V.B. Payment Year 1 is 2022, Payment Year 2 is 2023 and so forth. References to payment “for a Payment Year” mean the Initial Year Payments or Annual Payment due during that year. References to eligibility “for a Payment Year” mean eligibility in connection with the Initial Year Payments or Annual Payment due during that year.
55. “*Preliminary Agreement Date*” means the date on which Janssen gives notice to the Settling States and MDL PEC of its determination that a sufficient number of States have agreed to be Settling States. This date shall be no more than fourteen (14) days after the end of the notice period to States, unless it is extended by written agreement of Janssen and the Enforcement Committee.
56. “*Primary Subdivision*” means a Subdivision that has a population of 30,000 or more. A list of Primary Subdivisions in each State is provided in Exhibit I.
57. “*Prior Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,* that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Janssen and the State of the relevant Subdivision may agree in writing that such Subdivision shall not be considered a Prior Litigating Subdivision.
58. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or

“cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

59. “*Reference Date*” means the date on which Janssen is to inform the Settling States and MDL PEC of its determination whether there is sufficient resolution of claims and potential claims at the Subdivision level to go forward with the settlement. The Reference Date shall be thirty (30) days after the Initial Participation Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.
60. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
61. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect

to the Released Claims); (4) all of Janssen's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit Q are not Released Entities; *and provided further* that any joint venture partner of Janssen or Janssen's subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen's present subsidiaries and affiliates can be found at <https://johnsonandjohnson.gcs-web.com/static-files/f61ae5f3-ff03-46c1-bfc9-174947884db2>. Janssen's predecessor entities include but are not limited to those entities listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Janssen after the Reference Date is not a Released Entity.

62. “*Releasers*” means (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form or the Election and Release Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in the Representation and Warranty subsection of Section IV.
63. “*Revocation Event*” means with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a legislative amendment or a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar,

Settlement Class Resolution, or Case-Specific Resolution on Released Claims or any other action or event that otherwise deprives the Bar, Settlement Class Resolution or Case-Specific Resolution of force or effect in any material respect.

64. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in a Settling State with respect to a class of Subdivisions and Special Districts in that State that (1) conforms with that Settling State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and has become final as defined in “State-Specific Finality”; (3) is binding on all Non-Participating Subdivisions and Special Districts in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Janssen other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than 1% of the total population of all of that State’s Subdivisions listed in Exhibit G opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.
65. “*Settlement Fund*” means the interest-bearing fund established under the Agreement into which all payments by Janssen are made other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and costs. The Settlement Fund comprises the Abatement Accounts Fund, State Fund, and Subdivision Fund.
66. “*Settlement Fund Administrator*” means the entity that determines the Annual Payments (including calculating Incentive Payments pursuant to Section V) and any amounts subject to suspension or offset pursuant to Sections V and IX), determines the Participation Tier, and administers and distributes amounts into the Settlement Fund. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Parties shall agree to selection and removal processes for and a detailed description of the Settlement Fund Administrator’s duties, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

67. “*Settlement Fund Escrow*” means the interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement.
68. “*Settlement Payment Schedule*” means the schedule of payments attached to this Agreement as Exhibit M. A revised Settlement Payment Schedule will be substituted for Exhibit M after any offsets, reductions, or suspensions under Sections V and IX are determined.
69. “*Settling State*” means any State that has entered the Agreement.
70. “*Special District*” means a formal and legally recognized sub-entity of a State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of a State that provide general governance for a defined area that would qualify as a Subdivision.
71. “*State*” means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized “state” to describe something (e.g., “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., “territorial court”).
72. “*State Fund*” means a component of the Settlement Fund described in subsection V.I.C.
73. “*State-Specific Finality*” means, with respect to the Settling State in question:
- a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Janssen, including the release of all Released Claims against Released Entities as provided in this Agreement;
  - b. for all lawsuits brought by the Settling State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
  - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no

longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

74. “*State-Subdivision Agreement*” means an agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to Participating Subdivisions in that State. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise, supplement, or refine a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O or if adopted by statute.
75. “*Statutory Trust*” means a trust fund established by state law to receive funds allocated to a State’s Abatement Accounts Fund and restrict their expenditure to Opioid Remediation purposes subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one or more of the three Settlement Funds, but this is not required.
76. “*Subdivision*” means a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts. A list of Subdivisions by state will be agreed to prior to any Subdivision sign-on period.
77. “*Subdivision Allocation Percentage*” means for Subdivisions in a Settling State that are eligible to receive an allocation from the Subdivision Fund pursuant to subsection VI.C or subsection VI.D, the percentage as set forth in Exhibit G. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal 100%. Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to subsection VII.A, except upon the effectiveness of any State-



Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

78. “*Subdivision Fund*” means a component of the Settlement Fund described in subsection VI.C.
79. “*Subdivision Settlement Participation Form*” means the form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.
80. “*Threshold Motion*” means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal, any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.
81. “*Trigger Date*” means, in the case of a Primary Subdivision, the Reference Date, or, in the case of all other Subdivisions, the Preliminary Agreement Date.

## **II. Participation by States and Condition to Preliminary Agreement**

- A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States’ Attorneys General shall then have a period of thirty (30) days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Janssen and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of Janssen and the Enforcement Committee.
- B. *Condition to Preliminary Agreement.* Following the notice period set forth in subsection II.A above, Janssen shall determine on or before the Preliminary Agreement Date whether, in its sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If Janssen determines that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If Janssen determines that this condition has not been satisfied, it will so

notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of Janssen, in its sole discretion. If a State becomes a Settling State more than sixty (60) days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions and Special Districts in that State that become Participating Subdivisions and Participating Special Districts within ninety (90) days of the State becoming a Settling State shall be considered Initial Participating Subdivisions or Initial Participating Special Districts. A State may not become a Settling State after January 1, 2022.

### III. Injunctive Relief

- A. *Entry of Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit P.

### IV. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasers' Released Claims. Each Settling State (for itself and its Releasers) and Participating Subdivision (for itself and its Releasers) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:
  - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Settlement Agreement;
  - b. the payments made under this Settlement Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
  - c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

- d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
    - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Janssen:
  - a. Janssen shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
  - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay

more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement;

- c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
- (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
  - (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
  - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
  - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
  - (7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.
- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by

the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Janssen shall have a claim for breach of this Settlement Agreement by Releasors, with the remedy being payment of sufficient funds to hold Janssen harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Janssen may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement,

and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

- E. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States and its Participating Subdivisions expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.
- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

## V. Monetary Relief and Payments

### A. **Structure of Payments**

1. All payments under this Section V shall be made into the Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section VI.
2. Janssen shall pay into the Settlement Fund the sum of Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five

Dollars (\$4,534,615,385) minus (1) the offsets and credits specified in subsection V.C below, (2) any unearned incentive payments under subsection V.E below, and (3) any adjustments under Section IX below.

3. The payments to the Settlement Fund shall be divided into base and incentive payments as provided in subsections V.D and V.E below.

## **B. Payment Process**

1. Except as otherwise provided in this Agreement, Janssen shall make two Initial Year Payments and nine (9) Annual Payments. The Initial Year Payments will consist of base payments. The first Annual Payment shall consist of incentive payments and subsequent Annual Payments shall each consist of base and incentive payments. The amount of all Initial Year Payments and Annual Payments shall be determined by the Settlement Fund Administrator applying Section V and Exhibit M. The Payment Date for the first Initial Year Payment shall be no later than ninety (90) days after the Effective Date. The Payment Date for the second Initial Year Payment shall be no later than July 15, 2022. The Payment Date for the first Annual Payment shall be no later than one year and sixty days following the Effective Date; the Payment Date for the second Annual Payment shall be no later than two years and sixty days following the Effective Date, and so forth, until all Annual Payments are made.
2. All data relevant to the determination of each such payment shall be submitted to the Settlement Fund Administrator sixty (60) days prior to the Payment Date for each payment. Prior to the Initial Participation Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for submitting such data to the Settlement Fund Administrator prior to each Payment Date. The Settlement Fund Administrator shall then determine the Initial Year Payment or Annual Payment and the amount to be paid to each Settling State and its Participating Subdivisions, consistent with the provisions in Exhibit L, by:
  - a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria in this Section;
  - b. applying any reductions, suspensions, or offsets required by Sections V and IX; and
  - c. determining the total amount owed by Janssen to all Settling States and Participating Subdivisions.
3. The Settlement Fund Administrator shall then allocate the Initial Year Payment or Annual Payment pursuant to Section VI among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions.

4. As soon as possible, but no later than fifty (50) days prior to the Payment Date for each payment and following the determination described in subsection V.B.2, the Settlement Fund Administrator shall give notice to Janssen, the Settling States, and the Enforcement Committee of the amount of the Initial Year Payment or Annual Payment, the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions.
5. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Initial Year Payment or Annual Payment, or the amount to be received by a Settling State and/or its Participating Subdivisions. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.
6. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the basis for disagreement with the notice of dispute.
7. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Janssen shall pay the adjusted amount as the Initial Year Payment or Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Janssen of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however* that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow does not count toward determining whether the amount to be paid is higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M.
8. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Janssen into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions receiving direct allocations within fifteen (15) days of the Payment Date or at such later time as directed by each Settling State.
9. Disputes described in this subsection (other than those for which no response is filed under subsection V.B.6) shall be resolved in accordance with the terms of Section XII.



10. The process described in this subsection V.B shall also apply to accelerated payments made pursuant to Incentive A under subsection V.E.4.
11. For the avoidance of doubt, Subdivisions not listed on Exhibit G shall not receive an allocation from the Subdivision Fund.

**C. Offsets for Non-Settling States and Credits**

1. An offset equal to Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five Dollars (\$4,534,615,385) times the percentage allocation assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by Janssen to the Settlement Fund under subsection V.A.2 above.
2. In addition to the offset, a credit of Two Hundred and Seventy Million Dollars (\$270,000,000) shall be deducted from the maximum Settlement Fund amount to be paid by Janssen under subsection V.A.2 above and applied to the payment amounts as specified by Exhibit M. For the avoidance of doubt, the base payments and maximum incentive payment amounts shown on Exhibit M already reflect the deduction of the offset.
3. Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) Janssen enters into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section IV of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "State-Specific Agreement") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by Janssen thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and Janssen makes such a payment pursuant to the State-Specific Agreement, then Janssen will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement. This provision includes but is not limited to any corresponding amounts already paid to the Qualified Settlement Fund established under the Agreement between Janssen and the State of New York dated June 25, 2021.
4. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

**D. Base Payments**

1. Janssen shall make base payments into the Settlement Fund totaling One Billion, Nine Hundred Forty-Two Million, Three Hundred Forty-Six Thousand, One Hundred Fifty-Five Dollars (\$1,942,346,155) minus the offsets and credits

specified in subsection V.C above. The base payments will be paid in accordance with the payment schedule specified by Exhibit M, subject to potential acceleration and potential deductions as provided herein.

2. The base payments will be allocated by Settling State proportionate to each Settling State's assigned percentages in Exhibit F, adjusted for any Non-Settling States.
3. If a State qualifies for Incentive A (described below), Janssen will accelerate the base payment schedule so that the State receives its Payment Year 1-4 base payment allocations and full Payment Year 1-4 Incentive A payment amounts within ninety (90) days of notice, on or after the Effective Date, of the Bar's implementation. Payment Year 5-10 payments are made annually and cannot be accelerated.
4. The exemplar payment schedule in Exhibit M does not account for deductions for offsets or unearned incentives, which will be separately calculated for each payment.

#### **E. Incentive Payments**

1. Janssen shall make incentive payments into the Settlement Fund potentially totaling up to Two Billion, Three Hundred Twenty-Two Million, Two Hundred Sixty-Nine Thousand, Two Hundred Thirty Dollars (\$2,322,269,230), consisting of \$2,109,038,461 for Incentive A (or, alternatively up to \$2,109,038,461 for combined Incentives B and C if Incentive A is not achieved) and \$213,230,769 for Incentive D, prior to being adjusted for credits if every State is a Settling State and were to satisfy the requirements specified below to earn its maximum incentive amount. The incentive payments will be paid in accordance with the payment schedule in Exhibit M, subject to potential acceleration and potential deductions as provided herein.
2. The maximum incentive amount for any Settling State shall be \$2,322,269,230 times the percentage allocation assigned that Settling State in Exhibit F.
3. A Settling State may qualify to receive incentive payments in addition to base payments if, as of the Incentive Payment Final Eligibility Date, it meets the incentive eligibility requirements specified below. Settling States may qualify for incentive payments in four ways. If a Settling State qualifies for "Incentive A," it will become entitled to receive the maximum Incentive A payment allocable to the State as stated in subsection V.E.1. If a Settling State does not qualify for Incentive A, it can alternatively qualify for "Incentive B" and/or "Incentive C." A Settling State can qualify for "Incentive D" regardless of whether it qualifies for another incentive payment. The Incentive Payment Final Eligibility Date is not relevant to Incentive D.

4. *Incentive A: Accelerated Incentive Payment for Full Participation.*
- a. A Settling State shall receive an accelerated Incentive A payment allocable to the State for full participation as described in subsection V.E.4.b.
  - b. A State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section IV above from all Litigating Subdivisions and Litigating Special Districts, Non-Litigating Subdivisions with population over 10,000, and Non-Litigating Covered Special Districts (as defined in subsection V.E.7.e); (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a “Litigating Subdivision” or “Litigating Special District” if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered “Non-Litigating.” For purposes of Incentive A, Non-Litigating Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.
  - c. Qualification for Incentive A entitles the qualifying Settling State to expedited payment of base payments and incentive payments for Payment Years 1-4, which Janssen shall pay into the Settlement Fund within ninety (90) days after receiving notice from the Settlement Fund Administrator that a State has qualified for Incentive A, but in no event less than ninety (90) days from the Effective Date. Base and incentive payments for Payment Years 5-10 will not be expedited.
  - d. If a Settling State qualifies for Incentive A after receiving an incentive payment under Incentives B or C, described below, the Settling State’s payments under Incentive A will equal the remainder of its total Incentive A payments less any payments previously received under Incentives B or C. A Settling State that receives all of its maximum incentive allocation under Incentive A shall not receive additional incentive payments under Incentives B or C.
  - e. A Settling State that is not eligible for Incentive A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

5. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*
- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.
  - b. A Settling State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population are either Participating Subdivisions or have their claims resolved through Case-Specific Resolutions.
    - (1) A Settling State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. A Settling State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.
    - (2) For example, if a Litigating Special District and a city that is a Litigating Subdivision are located within a county that is a Litigating Subdivision, then each of their individual populations would be added together to determine the total litigating population. Special District populations shall be counted in the manner set forth in subsection XIII.B. If each qualifies as a Litigating Subdivision or Litigating Special District and the county has a population of 10, the City has a population of 8, and the Special District has a population of 1, the total litigating population would be 19.
  - c. The following time periods apply to Incentive B payments:
    - (1) Period 1: Zero to two hundred ten (210) days after the Effective Date.
    - (2) Period 2: Two hundred eleven (211) days to one year after the Effective Date.
    - (3) Period 3: One year and one day to two years after the Effective Date.
  - d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of a Settling State's litigating population are Participating Subdivisions or have their claims resolved through Case-Specific Resolutions during Period 1, a sliding scale will determine the share of the funds available under Incentive B, with a

maximum of 60% of the Settling State’s total potential incentive payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

<b>Participation or Case-Specific Resolution Levels</b> (As percentage of litigating population)	<b>Incentive B Award</b> (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.

<b>Participation or Case-Specific Resolution Levels</b> (As percentage of total Primary Subdivision population)	<b>Incentive C Award</b> (As percentage of total amount available to State under Incentive C, Part 1)
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

- b. Part 2: If a Settling State qualifies to receive an incentive under Incentive C, Part 1, the State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the Settling State. (Special Districts are not relevant for purposes of this calculation.) If a Settling State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.
- c. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the

Effective Date, the Settlement Fund Administrator will conduct a look-back to assess which Subdivisions had agreed to participate or had their claim resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year; *provided* that the percentage of Incentive C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

7. *Incentive D: Release of Payments if No Qualifying Special District Litigation.*
- a. \$213,230,769 shall be available for potential Incentive D payments according to the terms specified in this subsection V.E.7.
  - b. If, within five years of the Reference Date, a Covered Special District files litigation against any Released Entity, Janssen shall, within thirty (30) days of Janssen being served, provide notice of the litigation to the Settling State in which the Covered Special District sits, which shall file a motion to intervene in the litigation and use its best efforts to obtain either dismissal of the litigation in cooperation with Janssen, or a release consistent with Section IV of the Special District's Claims.
  - c. A Settling State shall receive its allocation of the Incentive D payment if, within five years after the Effective Date (the "look-back date"), no Covered Special District within the Settling State has filed litigation which has survived a Threshold Motion and remains pending as of the look-back date, unless the dismissal after the litigation survived the Threshold Motion is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it).
  - d. Prior to the look-back date, a Released Entity shall not enter into a settlement with a Covered Special District unless the State in which the Covered Special District sits consents to such a settlement or unreasonably withholds consent of such a settlement.
  - e. "*Covered Special Districts*" are school districts, healthcare/hospital districts, and fire districts, subject to the following population thresholds:
    - (1) For school districts, the K-12 student enrollment must be 25,000 or 0.12% of a State's population, whichever is greater;
    - (2) For fire districts, the district must cover a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the State and Janssen, a fire district's population is calculated by dividing the population of the county or counties a



fire district serves by the number of fire districts in the county or counties.

- (3) For healthcare/hospital districts, the district must have at least 125 hospital beds in one or more hospitals rendering services in that district.

## **VI. Allocation and Use of Settlement Funds**

- A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments under Section V into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds). Unless otherwise specified herein, payments placed into the Settlement Fund do not revert back to Janssen.
- B. *Use of Settlement Payments.*
1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions listed in Exhibit G be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VI.B.2. In no event may less than 86.5% of Janssen’s maximum amount of payments pursuant to Sections V, X, and XI over the entirety of all Payment Years (but not any single Payment Year) be spent on Opioid Remediation.
  2. While disfavored by the Parties, a Settling State or Participating Subdivision listed on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision listed on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision shall identify such amounts and report to the Settlement Fund Administrator and Janssen how such funds were used, including if used to pay attorneys’ fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this subsection VI.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VI.B.2 as used to pay attorneys’ fees, investigation costs, or litigation costs shall be included in the “Compensatory Restitution Amount” for purposes of subsection VI.F and (b) Participating Subdivisions not listed on Exhibit G or Participating Special Districts that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

- C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and Participating Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions listed on Exhibit G, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.
1. Base Payments. The Settlement Fund Administrator will allocate base payments under subsection V.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
  2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under subsection V.E on a State-specific basis. Incentive payments for which a Settling State is eligible under subsection V.E will be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
  3. Application of Adjustments. If a reduction, offset, or suspension under Section IX applies with respect to a Settling State, the reduction, offset, or suspension shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.
  4. Settlement Fund Administrator. Prior to the Initial Participation Date, Janssen and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall be appended hereto as Exhibit L.
  5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L with regard to Janssen's payments to the Settlement Fund shall be paid out of interest accrued on the Settlement Fund and from the Settlement Fund should such interest prove insufficient.
- D. *Settlement Fund Reallocation and Distribution.* As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the

apportionment of amounts is not addressed and controlled under subsections VI.D.1-2, then the default provisions of subsection VI.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to subsections VI.D.1-2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (1) that all amounts be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) that at least 70% of amounts be used solely for future Opioid Remediation (references to "future Opioid Remediation" include amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms). For a State-Subdivision Agreement to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to Janssen and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.
  
2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) at least 70% of all amounts to be used solely for future Opioid Remediation, then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions in subsection VI.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this subsection VI.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.
  
3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision listed on Exhibit G may choose to reallocate all or a portion of its

allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision or Participating Special District. For a voluntary redistribution to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If subsections VI.D.1-2 do not apply, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be distributed as follows:
  - a. Amounts apportioned to that State's State Fund shall be distributed to that State.
  - b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with subsection VI.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.
  - c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State listed on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Subsection VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G.
  - d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by subsection VI.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.
5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions in excess of what is permissible under subsection VII.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed

into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in subsection VI.D.1 or by an Allocation Statute or a Statutory Trust described in subsection VI.D.2.

E. *Provisions Regarding Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of subsection VI.D.1 or VI.D.2 as applicable, and all direct payments to Subdivisions comply with subsections VII.E-H.
2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:
  - a. *Regional Remediation.*
    - (1) At least 50% of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to subsection VI.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (1) define its initial regions, which shall consist of one (1) or more Subdivisions and which shall be designated by the State agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; and (2) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions listed on Exhibit G will become Participating Subdivisions.
    - (2) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than 50% of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

- (3) The Settling State (1) has the authority to adjust the definition of the regions, and (2) may annually revise the percentages allocated to each region to reflect the number of Subdivisions in each region that are Non-Participating Subdivisions.
- b. *Subdivision Block Grants.* Certain Subdivisions listed on Exhibit G shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision listed on Exhibit G eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar, or other action; (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more; and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision listed on Exhibit G eligible to receive block grants shall be assigned its own region.
- c. *Small States.* Notwithstanding the provisions of subsection VI.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VI.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions listed on Exhibit G eligible for block grants under subsection VI.E.2.b shall be divided regionally so that each block-grant eligible Subdivision listed on Exhibit G is a region and the remainder of the state is a region.
- d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); provided, however, the Advisory Committee or similar entity shall meet the following requirements:
- (1) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;
  - (2) Composition that includes at least an equal number of local representatives as state representatives;
  - (3) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their

communities, their abatement needs, and proposals for abatement strategies and responses; and

- (4) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.
  3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Parties.
- F. *Nature of Payment*. Janssen, the Settling States, the Participating Subdivisions, and the Participating Special Districts, acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
  2. The Settling States, the Participating Subdivisions, and the Participating Special Districts sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions;
  3. By executing this Agreement the Settling States, the Participating Subdivisions, and the Participating Special Districts certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;
  4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Janssen;
  5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms;
  6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, Participating Special District, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount

is properly characterized as described in subsection VI.F, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and

7. New York, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

## **VII. Participation by Subdivisions and Special Districts**

- A. *Notice.* No later than fifteen (15) days after the Preliminary Agreement Date, the Settling States, with the cooperation of Janssen, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States of this Agreement that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. Janssen's share of costs of the written notice to such Subdivisions shall be advanced by Janssen and deducted from its initial settlement payment. Notice shall also be provided simultaneously to counsel of record for Litigating Subdivisions and Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. The Settling States, with the cooperation of Janssen, will also provide general notice reasonably calculated to alert Non-Litigating Subdivisions listed on Exhibit G in the Settling States to this Agreement, the opportunity to participate in it and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.
- B. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State that is listed on Exhibit G may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VI, and (4) that the Subdivision submits to the jurisdiction of the court where the Consent Judgment is filed



for purposes limited to that court's role under the Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

- C. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal of its legal action. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and intends to seek fees according to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. Except for trials begun before the Initial Participation Date, a Litigating Subdivision or a Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.
- D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in subsections VII.B or VII.C by the Initial Participation Date. Provided however, all Subdivision Settlement Participation Forms shall be held by the Settlement Fund Administrator until Janssen provides the notice in subsection VIII.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective.
- E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VI.D or VI.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):
1. A Later Participating Subdivision shall not receive any share of any base or incentive payments paid to the Subdivision Fund that were due before it became a Participating Subdivision.
  2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive 75% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision before that date (unless the Later Participating Subdivision is subject to subsections VII.E.3 or VII.E.4 below).
  3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive 50%

of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however,* that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payment.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive 25% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.
- F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Janssen.
  - G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.
  - H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any base or incentive payments, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.
  - I. *Unpaid Allocations to Later Participating and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to subsection VI.D to a Later Participating or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.
  - J. *Requirements for Becoming a Participating Special District: Non-Litigating Special Districts.* A Non-Litigating Special District may become a Participating Special District by either executing a release consistent with Section IV or by having its claims extinguished by operation of law or released by a Settling State.
  - K. *Requirements for Becoming a Participating Special District: Litigating Special Districts/Later Litigating Special Districts.* A Litigating Special District or Later Litigating Special District in a Settling State may become a Participating Special District by either executing a release consistent with Section IV and upon prompt dismissal of its legal action or by having its claims extinguished by operation of law or released by a Settling State.
  - L. *Initial Participating Special Districts.* A Special District qualifies as an Initial Participating Special District if it meets the applicable requirements for becoming a Participating Special District by the Initial Participation Date.

- M. *Later Participating Special Districts.* A Special District that is not an Initial Participating Special District may become a Later Participating Special District by meeting the applicable requirements for becoming a Participating Special District after the Initial Participation Date and agreeing to be subject to the terms of any agreement reached by the applicable Settling State with Initial Participating Special Districts. A Later Participating Special District shall not receive any share of any base or incentive payments paid to the Settlement Fund that were due before it became a Participating Special District.

### **VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment**

- A. *Determination to Proceed With Settlement.* Janssen will determine on or before the Reference Date whether there has been a sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s), and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Janssen and may be based on any criteria or factors deemed relevant by Janssen.
- B. *Notice by Janssen.* On or before the Reference Date, Janssen shall inform the Settling States and MDL PEC of its determination pursuant to subsection VIII.A. If Janssen determines to proceed, the Parties will proceed to file the Consent Judgments. If Janssen determines not to proceed, this Agreement will have no further effect and all releases (including those given by Participating Subdivisions) and other commitments or obligations contained herein will be void.
- C. *Determination of the Participation Tier.*
1. On the Reference Date, provided that Janssen determines to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.
  2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 1, pursuant to the criteria set forth in Exhibit H.
  3. After Payment Year 3, the Participation Tier cannot move higher, unless this restriction is waived by Janssen.
  4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to that Bar, then on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the

Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit H, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.
6. The redetermination of the Participation Tier under subsection VIII.C.2 shall not affect payments already made or suspensions or offsets already applied.

## **IX. Potential Payment Adjustments**

### **A. *Later Litigating Subdivisions.***

1. If a Later Litigating Subdivision in a Settling State with a population above 10,000 brings a lawsuit or other legal proceeding against Released Entities asserting Released Claims, Janssen shall, within thirty (30) days of the lawsuit or other legal proceeding being served on Janssen, provide notice of the lawsuit or other legal proceeding to the Settlement Fund Administrator and the Settling State in which the Later Litigating Subdivision sits and provide the Settling State an opportunity to intervene in the lawsuit or other legal proceeding. A Released Entity shall not enter into a settlement with a Later Litigating Subdivision unless the State in which the Later Litigating Subdivision sits consents to such a settlement or unreasonably withholds consent to such a settlement.
2. If no Participation Tier applies and the Later Litigating Subdivision’s lawsuit or other legal proceeding survives a Threshold Motion before Janssen makes its last settlement payment to the Settling State, the following shall apply:
  - a. Janssen will, from the date of the entry of the order denying the Threshold Motion and so long as the lawsuit or other legal proceeding is pending, be entitled to a suspension of the following payments it would otherwise owe the Settling State in which the Later Litigating Subdivision is located: (1) all remaining incentive payments to the relevant state; and (2) the last two scheduled base payments, if not already paid (the “Suspended Payments”).

- b. For each Payment Year that Janssen is entitled to a suspension of payments, the Settlement Fund Administrator shall calculate the Suspended Payments applicable to the next Payment due from Janssen. The Suspended Payments shall be paid into the Settlement Fund Escrow account.
  3. If a Participation Tier applies at the time the Threshold Motion is denied, Janssen will be entitled to a suspension of the following percentages of Suspended Payments depending on the applicable Tier—75% for Tier 1, 50% for Tier 2, 35% for Tier 3, and 25% for Tier 4. Otherwise, the requirements of subsection IX.A.2 apply.
  4. If the Released Claim is resolved with finality without requirement of payment by a Released Entity, the placement of any remaining balance of the Suspended Payments into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.
  5. If the Released Claim is resolved with finality on terms requiring payment by a Released Entity (*e.g.*, if the lawsuit in which the Released Claim is asserted results in a judgment against Janssen or a settlement with Janssen), the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to Janssen necessary to satisfy 75% of the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. The Settlement Fund Administrator shall immediately transfer any remaining balance in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. If the amount to be transferred to Janssen exceeds the amounts in the Settlement Fund Escrow on account of the suspension, Janssen shall receive a dollar-for-dollar offset for the excess amount against its obligation to pay any remaining payments that would be apportioned to the Settling State at issue and to its Participating Subdivisions listed on Exhibit G.
- B. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Janssen shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive A payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. For the avoidance of doubt, an offset shall not be

applicable under this subsection if it is applicable under subsection IX.A with respect to the Subdivision at issue.

C. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.*

1. If Janssen made a payment as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and that Bar, Settlement Class Resolution, or Case-Specific Resolution is subject to a Revocation Event, Janssen shall receive a dollar-for-dollar offset against its obligation to make remaining payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Janssen during the time the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect, and (2) the total amount of Incentive Payments that would have been due from Janssen during that time without the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event being in effect. The amount of incentive payments that would have been due, referenced in (2) above, will be calculated based on considering any Subdivision that provides a release within one hundred eighty (180) days after the Revocation Event as having been a Participating Subdivision (in addition to all other Participating Subdivisions) during the time that the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect. If a Revocation Event causes a Settling State to no longer qualify for Incentive D, the Settling State shall return to Janssen all payments made under Incentive D.
2. Notwithstanding anything to the contrary in paragraph 1 above, if a Bar or Case-Specific Resolution is reinstated by the Settling State, either through the same or different means as the initial Bar or Case-Specific Resolution, Janssen’s right to an offset is extinguished and any amounts withheld to offset amounts paid on account of the revoked, rescinded, reversed, or overruled Bar or Case-Specific Resolution shall be returned to the Settling State, less and except any incentive payments that would have been paid during the period in which the Bar or Case-Specific Resolution was revoked, rescinded, reversed, or overruled.

**X. Additional Restitution Amount**

A. *Additional Restitution Amount.* Pursuant to the schedule set forth below and subject to the reduction specified in subsection X.B below, Janssen shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid on the schedule set forth on Exhibit M on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

Payment Year 1	\$15,384,615.38
Payment Year 2	\$26,923,076.92

Payment Year 3            \$25,000,000.00

- B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling State appears on Exhibit N, the amounts owed by Janssen pursuant to this Section X shall be reduced by the allocation set forth on Exhibit N for any such Non-Settling States.
- C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by subsection VI.B.2, and shall be governed by the same requirements as specified in subsection VI.F.

#### **XI. Plaintiffs' Attorneys' Fees and Costs**

- A. The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit U and Exhibit S, respectively, and are incorporated herein by reference.

#### **XII. Enforcement and Dispute Resolution**

- A. *Enforceability.* The terms of the Agreement and Consent Judgment applicable to or in a Settling State will be enforceable solely by that Settling State and Janssen. Settling States or Participating Subdivisions shall not have enforcement rights with respect either to the terms of this Agreement that apply only to or in other States or to any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Janssen with respect to the Agreement or any Consent Judgment except as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section VI; *provided, however*, that each Settling State shall allow Participating Subdivisions in that State to notify it of any perceived violations of the Agreement or Consent Judgment.
- B. *Jurisdiction.* Janssen consents to the jurisdiction of the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection XII.F.2 for resolution in the court in which the Consent Judgment is filed.
- C. *Specific Terms Dispute Resolution.*
1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief terms in Exhibit P shall be resolved as provided therein.
  2. In the event Janssen believes the 86.5% threshold established in subsection VI.B.1 is not being satisfied, any Party may request that Janssen and the Enforcement Committee meet and confer regarding the use of funds under subsection VI.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning subsection VI.B.1 shall: (i) be limited to Janssen seeking to reduce its Annual Payments by no more than 5% of the difference between the actual amount of Opioid Remediation and the 86.5% threshold established in subsection VI.B.1; (ii) only reduce Annual

Payments to those Settling States and its Participating Subdivisions that are below the 86.5% threshold established in subsection VI.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Participating Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to the Agreement or any Consent Judgment except: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that: (a) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (b) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to subsection VI.E.2.b.
2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that the uses of Abatement Accounts Fund monies by Participating Subdivisions listed on Exhibit G were not for uses similar to or in the nature of those uses contained in Exhibit E.
3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change, or alter any other existing rights under law.

E. *Subdivision Payment Enforcement.* A Participating Subdivision shall have the same right as a Settling State pursuant to subsection XII.F.4.a(4) to seek resolution of any failure by Janssen to make its required base and/or incentive payments in a Payment Year.

F. *Other Dispute Resolution Terms.*

1. Except as provided in subsection XII.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this subsection XII.F to resolve the dispute.
2. Except as provided in subsections XII.C and XII.F.4, disputes not resolved informally shall be resolved in either the court that entered the relevant Consent Judgment or, if no Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of state government is located. State court proceedings shall be governed by the rules and procedures of the forum. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:



- a. disputes concerning whether expenditures qualify for Opioid Remediation;
  - b. disputes between a Settling State and Participating Subdivisions located in such Settling State as provided by subsection XII.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;
  - c. whether this Agreement and relevant Consent Judgment are binding under state law;
  - d. the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;
  - e. whether the requirements of a Bar, a Case-Specific Resolution, State-Specific Finality, Later Litigating Subdivision, Litigating Subdivision, or a Threshold Motion have been met; and
  - f. all other disputes not specifically identified in subsections XII.C and XII.F.4.
3. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.
4. National Disputes involving a Settling State, Participating Subdivision, and/or Janssen shall be resolved by a National Arbitration Panel.
- a. "*National Disputes*" are disputes that are exceptions to subsection XII.F.2's presumption of resolution in state courts because they involve issues of interpretation of Agreement terms applicable to all Settling States without reference to a particular State's law. Disputes between a State and any Participating Subdivisions shall not be considered National Disputes. National Disputes are limited to the following:
    - (1) the amount of offset and/or credit attributable to Non-Settling States and Tribes;
    - (2) issues involving the scope and definition of "Product";

- (3) interpretation and application of the terms “Covered Conduct” and “Released Entities”;
  - (4) disputes over a given year’s payment or the payment of the Additional Restitution Amount to all Settling States (for the avoidance of doubt, disputes between a Settling State and Janssen over the amounts owed to only that State shall not be considered National Disputes);
  - (5) questions regarding the performance and/or removal of the Settlement Fund Administrator;
  - (6) disputes involving liability of successor entities;
  - (7) disputes that require a determination of sufficient Subdivision and Special District participation to qualify for Incentives A, B, C, or D, as well as disputes over qualification for Participation Tiers;
  - (8) disputes that require interpretation of Agreement terms (i) that concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under State law; and
  - (9) any dispute subject to resolution under subsection XII.F.2 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this subsection XII.F.4.
- b. The “*National Arbitration Panel*” shall be comprised of three (3) neutral arbitrators. One (1) arbitrator shall be chosen by Janssen, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.
- (1) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) days of filing, and in no event shall it take longer than one (1) year.
  - (2) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the parties.
  - (3) To the extent allowed under state law, a Settling State, Participating Subdivision, and (at any party’s request) the National

Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

- (4) The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, Participating Subdivision, or Janssen on a state law issue.
  - (5) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Janssen, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Janssen whose resolution could prejudice the rights of a Participating Subdivision(s) or Participating Special District(s) in that Settling State, such Participating Subdivision(s) or Participating Special District(s) shall be allowed to file a statement of view in the proceeding.
- c. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.
  - d. Each party shall bear its own costs in any arbitration or court proceeding arising under this subsection XII.F. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Janssen and Settling States/Participating Subdivisions shall be split 50% by Janssen and 50% by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split 50% by the Settling State and 50% by any Participating Subdivisions that are party to the dispute.
5. Prior to initiating an action to enforce pursuant to this subsection XII.F, the complaining party must:
- a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) days following the notice.

The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

- b. Wait to commence any enforcement action until thirty (30) days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.
6. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of subsections XII.F.2 or XII.F.4, a committee comprising the Enforcement Committee and sufficient representatives of Janssen such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for determining where the dispute shall be heard, and the committee's identification of such forum shall not be entitled to deference by the forum selected.
- G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Janssen reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

### **XIII. Miscellaneous**

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Population of Subdivisions.* The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.
- C. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used, other than the use of "Covered Special District": (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at 25% of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at 10% of the population served.
- D. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at 20% of the capacity of the jail(s) operated by the sheriff.

E. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the Settling States, Participating Subdivisions, and Participating Special Districts agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection VI.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of subsection VI.C.1, each Settling State, Participating Subdivision, and Participating Special District shall cooperate in good faith with Janssen with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
3. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”).
4. For the avoidance of doubt, neither Janssen nor the Settling States, Participating Subdivisions, and Participating Special Districts make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

F. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

G. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

H. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

I. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment

by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

- J. *Entire Agreement.* This Agreement, its exhibits and any other attachments, including the attorneys' fees and cost agreement in Exhibit R, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- K. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.
- L. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- M. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- N. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- O. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

## 1. For the Attorney(s) General:

Ashley Moody,  
Attorney General  
State of Florida  
The Capitol,  
PL-01  
Tallahassee, FL 32399

Josh Stein, Attorney General  
North Carolina Department of Justice  
Attn: Daniel Mosteller  
PO Box 629  
Raleigh, NC 27602  
Dmosteller@ncdoj.gov

## 2. For the Plaintiffs' Executive Committee:

Paul F. Farrell  
Farrell Law  
P.O. Box 1180  
Huntington, WV 25714-1180

Jayne Conroy  
Simmons Hanly Conroy LLC  
112 Madison Avenue, 7th Floor  
New York, NY 10016-7416  
JConroy@simmonsfirm.com

Joseph F. Rice  
Motley Rice LLC  
28 Bridgeside Blvd.  
Mount Pleasant, SC 29464  
jrice@motleyrice.com

Peter Mougey  
Levin Papantonio Rafferty  
316 South Baylen St.  
Pensacola, FL 32502  
pmougey@levinlaw.com

Paul J. Geller  
Robbins Geller Rudman & Dowd LLP  
120 East Palmetto Park Road  
Boca Raton, FL 33432  
PGeller@rgrdlaw.com

## 3. For Janssen:

Charles C. Lifland  
 O'Melveny & Myers LLP  
 400 South Hope Street, 18th Floor Los Angeles, CA 90071  
 Phone: (213) 430-6000  
 clifland@omm.com

Daniel R. Suvor  
 O'Melveny & Myers LLP  
 400 South Hope Street, 18th Floor Los Angeles, CA 90071  
 Phone: (213) 430-6000  
 dsuvor@omm.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- P. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- Q. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- R. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- S. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Janssen along with the signatures of at least thirty-seven (37) of those then-serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to subsection VI.E.2, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment, or alteration of this Agreement including at least one Participating Subdivision-appointed member; or (2) in States without any advisory committee, that 50.1% of the Participating Subdivisions by population expressed approval of the modification, amendment, or alteration of this Agreement in writing.



Provided, however, in the event the modification, amendment, or alteration relates to injunctive relief, interstate allocation between the Settling States, intrastate allocation in a particular Settling State, or fees or costs of Settling States and Participating Subdivisions, then every Settling State and each Participating Subdivision affected by that modification, amendment, or alteration must assent in writing. Provided further that, in the event the modification, amendment, or alteration relates to injunctive relief, then such amendment, modification, or alteration of injunctive relief against Janssen will not be effective unless and until any Consent Judgment is modified by a court of competent jurisdiction, except as otherwise provided by the Injunctive Terms.

T. *Termination.*

1. Unless otherwise agreed to by Janssen and the Settling State in question, this Agreement and all of its terms (except subsection XIII.N and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
  - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or
  - b. This Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
2. If this Agreement is terminated with respect to a Settling State and its Participating Subdivisions for whatever reason pursuant to subsection XIII.T.1, then:
  - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the Settling State in question shall be in the same

position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

- b. Janssen and the Settling State and its Participating Subdivisions in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the Settling State and its Participating Subdivisions in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.
3. Unless Janssen and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 9, *provided* that Janssen has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Agreement, all releases under this Agreement will remain effective despite any termination under this paragraph.
- U. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Janssen or against which Janssen is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

**EXHIBIT A****Alleged Harms**

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (N.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

## **EXHIBIT B**

### **Enforcement Committee Organization Bylaws**

#### **ARTICLE I**

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “Committee”) to exist and operate during the term of the Agreement in connection with Janssen and shall control the regulation and management of the Committee’s affairs.

#### **ARTICLE II**

##### **Purpose**

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Janssen dated July 21, 2021.

#### **ARTICLE III**

##### **Members of the Committee**

**(1) Number of Members**

The Committee will consist of seventeen (17) members (the “Members”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

**(2) Initial Members**

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members; three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

**(3) Term of Members**

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, nine (9) years, unless and until a Member withdraws or resigns from the Committee.

**(4) Resignation**

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

**(5) Removal**

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

**(6) Vacancies**

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

**(7) Compensation**

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

**ARTICLE IV**  
**Conflicts of Interest and Code of Ethics**

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

**ARTICLE V**  
**Committee Meetings**

**(1) Place of Meetings**

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

**(2) Regular Meetings**

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

- (3) **Notice of Meetings**  
Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.
- (4) **Quorum**  
A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.
- (5) **Voting and Proxy**  
When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.
- (6) **Minutes**  
The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

## **ARTICLE VI**

### **Officers**

- (1) **Roster of Officers**  
The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.
- (2) **Election and Removal of Officers**  
All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.
- (3) **Vacancies**  
If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.
- (4) **Chairperson**  
The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The

Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

**(5) Vice Chairperson**

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

**(6) Secretary**

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

**(7) Records**

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

**(8) Resignation**

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

## **ARTICLE VII**

### **Duties**

**(1) Prior to the Reference Date**

The Committee shall be responsible for any additional negotiations with Janssen, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

**(2) After the Enforcement Date**

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section XII of the Agreement. Members may engage with Janssen, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Janssen, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

**ARTICLE VIII**  
**Rules of Procedure**

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

**ARTICLE IX**  
**Operations**

**(1) Records**

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

**(2) Inspection of Books and Records**

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

**(3) Amendments**

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.



**EXHIBIT C**

**Litigating Subdivision 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*”).<sup>1</sup>

**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.

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<sup>1</sup> 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:<sup>2</sup>

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.

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<sup>2</sup> 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 (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

### PART THREE: OTHER STRATEGIES

#### **I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

## **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).



7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT F****List of States and Overall Allocation Percentages**

<b>Alabama</b>	1.6491291250%
<b>Alaska</b>	0.2619596435%
<b>American Samoa</b>	0.0174609943%
<b>Arizona</b>	2.3755949882%
<b>Arkansas</b>	0.9713856799%
<b>California</b>	9.9213830698%
<b>Colorado</b>	1.6616291219%
<b>Connecticut</b>	1.3399918096%
<b>Delaware</b>	0.4951498892%
<b>District of Columbia</b>	0.2078293111%
<b>Florida</b>	7.0259134409%
<b>Georgia</b>	2.7882080114%
<b>Guam</b>	0.0513089852%
<b>Hawaii</b>	0.3443244815%
<b>Idaho</b>	0.5297889112%
<b>Illinois</b>	3.3263363702%
<b>Indiana</b>	2.2168933059%
<b>Iowa</b>	0.7611448951%
<b>Kansas</b>	0.8077259480%
<b>Kentucky</b>	2.1047890943%
<b>Louisiana</b>	1.5229786769%
<b>Maine</b>	0.5651006743%
<b>Maryland</b>	2.1106090494%
<b>Massachusetts</b>	2.3035761083%
<b>Michigan</b>	3.4020234989%
<b>Minnesota</b>	1.2972597706%
<b>Mississippi</b>	0.8942157086%
<b>Missouri</b>	2.0056475170%
<b>Montana</b>	0.3457758645%
<b>N. Mariana Islands</b>	0.0188110001%
<b>Nebraska</b>	0.4313919963%
<b>Nevada</b>	1.2547155559%
<b>New Hampshire</b>	0.6311550689%
<b>New Jersey</b>	2.7551354545%
<b>New Mexico</b>	0.8623532836%
<b>New York</b>	5.3903813405%

<b>North Carolina</b>	3.2502525994%
<b>North Dakota</b>	0.1878951417%
<b>Ohio</b>	4.3567051408%
<b>Oklahoma</b>	0.3053135060%
<b>Oregon</b>	1.4309172888%
<b>Pennsylvania</b>	4.5882419559%
<b>Puerto Rico</b>	0.7295764154%
<b>Rhode Island</b>	0.4942737092%
<b>South Carolina</b>	1.5905629933%
<b>South Dakota</b>	0.2193860923%
<b>Tennessee</b>	2.6881474977%
<b>Texas</b>	6.2932157196%
<b>Utah</b>	1.1945774957%
<b>Vermont</b>	0.2876050633%
<b>Virgin Islands</b>	0.0343504215%
<b>Virginia</b>	2.2801150757%
<b>Washington</b>	2.3189040182%
<b>West Virginia</b>	1.1438786260%
<b>Wisconsin</b>	1.7582560561%
<b>Wyoming</b>	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\***

<b>Participation Tier</b>	<b>Settling States as of the Payment Date (beginning in Payment Year 1)</b>	<b>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)</b>	<b>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)</b>
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**

<b>Payment # /Year</b>	<b>Suspension Applies to:</b>	<b>Atty Fee, Costs &amp; Additional Restitution Amount</b>	<b>Base</b>	<b>Incentives A, B &amp; C (maximum)</b>	<b>Incentive D (Lookback Payment)</b>	<b>Credit</b>	<b>Total</b>
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
<b>Total</b>		<b>\$465,384,615</b>	<b>\$1,942,346,155</b>	<b>\$2,109,038,461</b>	<b>\$213,230,769</b>	<b>\$270,000,000</b>	<b>\$5,000,000,000</b>

**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**

<b>Alabama</b>	2.1169269268%
<b>Alaska</b>	0.3443798454%
<b>American Samoa</b>	0.0219613287%
<b>Arizona</b>	2.9452135100%
<b>California</b>	13.1510781360%
<b>Colorado</b>	2.1897380150%
<b>Connecticut</b>	1.7275419499%
<b>Delaware</b>	0.6508743856%
<b>District of Columbia</b>	0.2811929384%
<b>Georgia</b>	3.7040606512%
<b>Guam</b>	0.0665280480%
<b>Hawaii</b>	0.4710748102%
<b>Illinois</b>	4.3924998997%
<b>Indiana</b>	2.7750263890%
<b>Iowa</b>	1.0610119129%
<b>Kansas</b>	1.0960862986%
<b>Louisiana</b>	2.0857625133%
<b>Maine</b>	0.7470015721%
<b>Maryland</b>	2.6658205590%
<b>Massachusetts</b>	2.9180077435%
<b>Michigan</b>	4.3144215263%
<b>Minnesota</b>	1.7616910858%
<b>Missouri</b>	2.5748706956%
<b>Montana</b>	0.4612247807%
<b>N. Mariana Islands</b>	0.0240110183%
<b>Nebraska</b>	0.5931074216%
<b>New York</b>	8.4314865530%
<b>North Carolina</b>	4.1880762974%
<b>North Dakota</b>	0.2646479540%
<b>Oregon</b>	1.8098698760%
<b>Pennsylvania</b>	5.6817646992%
<b>Rhode Island</b>	0.6444665757%
<b>South Carolina</b>	2.0610356358%
<b>Tennessee</b>	3.3570652958%
<b>Texas</b>	10.8573789344%
<b>Utah</b>	1.5481963920%



<b>Vermont</b>	0.3893298238%
<b>Virgin Islands</b>	0.0453295506%
<b>Virginia</b>	3.0182689455%
<b>Wisconsin</b>	2.2927931680%
<b>Wyoming</b>	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 parishes<sup>3</sup>, 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.

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<sup>3</sup> 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. “*ODU*” 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 OUD 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](http://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
<b>Total:</b>	<b>\$184,615,384.64</b>

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
<b>Total:</b>	<b>\$123,076,923.09</b>

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
<b>Total</b>	<b>\$30,000,000.00</b>

- 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	<b>\$991,093.60</b>	\$3,608,210.22
Florida	7.0259134409%	\$318,598,151.79	\$159,299,075.89	TIPAC	\$11,464,953.79	<b>\$7,168,458.42</b>	\$10,417,038.57
Idaho	0.5254331620%	\$24,023,889.47	\$12,011,944.74	10%	\$1,201,194.47	<b>\$540,537.51</b>	\$1,040,060.24
Kentucky	2.0929730531%	\$95,444,090.08	\$47,722,045.04	TIPAC	\$4,636,102.25	<b>\$2,147,492.03</b>	\$4,029,130.22
Mississippi	0.8898883053%	\$40,549,243.09	\$20,274,621.55	TIPAC	\$4,277,462.16	<b>\$912,357.97</b>	\$3,456,713.24
Nevada	1.2486754235%	\$56,896,524.63	\$28,448,262.31	19%	\$5,405,169.84	<b>\$1,280,171.80</b>	\$4,399,082.82
New Hampshire	0.6258752503%	\$28,620,454.86	\$14,310,277.43	27%	\$3,863,761.41	<b>\$643,960.23</b>	\$3,078,451.90
New Jersey	2.7551354545%	\$124,934,796.18	\$62,467,398.09	33%	\$20,614,241.37	<b>\$2,811,032.91</b>	\$16,272,038.83
New Mexico	0.8557238713%	\$39,104,404.67	\$19,552,202.33	24	\$4,692,528.56	<b>\$879,849.11</b>	\$3,762,616.04
Ohio	4.3567051408%	\$197,559,821.57	\$98,779,910.78	TIPAC	\$8,438,995.54	<b>\$4,445,095.99</b>	\$7,464,883.44
Puerto Rico	0.7263201134%	\$33,083,484.37	\$16,541,742.19	25%	\$4,135,435.55	<b>\$744,378.40</b>	\$3,308,356.71
South Dakota	0.2169945907%	\$9,948,315.49	\$4,974,157.75	12%	\$596,898.93	<b>\$233,837.10</b>	\$505,909.15
Washington	2.3189040182%	\$105,153,378.36	\$52,576,689.18	13.5%	\$7,097,853.04	<b>\$2,365,951.01</b>	5,943,742.14

8. In the event that the Fee Fund Administrator has received from Janssen part or all of the amount that Janssen is entitled to offset under paragraph 7 above, the Fee Fund Administrator shall return to Janssen the amount so received.

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

**1. Introduction**

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.<sup>1</sup> 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.

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<sup>1</sup> 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,<sup>2</sup> 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

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<sup>2</sup> 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.

**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

Item 15.

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

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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	<b><i>Del Norte County</i></b>	Del Norte	0.114%	0.140%	0.1189608%
County	<b><i>El Dorado County</i></b>	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	<b><i>Fresno County</i></b>	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	<b><i>Glenn County</i></b>	Glenn	0.107%	0.131%	0.1116978%
County	<b><i>Humboldt County</i></b>	Humboldt	1.030%	1.260%	1.0703185%

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City	Arcata	Humboldt	0.054%		<b>0.0447660%</b>
City	Eureka	Humboldt	0.117%	0.143%	<b>0.1216284%</b>
City	Fortuna	Humboldt	0.032%		<b>0.0266837%</b>
County	<b><i>Imperial County</i></b>	Imperial	0.258%	0.315%	<b>0.2679006%</b>
City	Brawley	Imperial	0.011%		<b>0.0087986%</b>
City	Calexico	Imperial	0.019%		<b>0.0152799%</b>
City	El Centro	Imperial	0.158%		<b>0.1302522%</b>
City	Imperial	Imperial	0.006%		<b>0.0048791%</b>
County	<b><i>Inyo County</i></b>	Inyo	0.073%	0.089%	<b>0.0754413%</b>
County	<b><i>Kern County</i></b>	Kern	2.517%	3.079%	<b>2.6159145%</b>
City	Arvin	Kern	0.006%		<b>0.0046425%</b>
City	Bakersfield	Kern	0.212%		<b>0.1747198%</b>
City	California City	Kern	0.009%		<b>0.0070820%</b>
City	Delano	Kern	0.030%		<b>0.0249316%</b>
City	McFarland	Kern	0.003%		<b>0.0025644%</b>
City	Ridgecrest	Kern	0.015%		<b>0.0120938%</b>
City	Shafter	Kern	0.013%		<b>0.0103417%</b>
City	Tehachapi	Kern	0.009%		<b>0.0073580%</b>
City	Wasco	Kern	0.008%		<b>0.0069861%</b>
County	<b><i>Kings County</i></b>	Kings	0.293%		<b>0.2413469%</b>
City	Avenal	Kings	0.007%		<b>0.0056335%</b>
City	Corcoran	Kings	0.013%		<b>0.0107032%</b>
City	Hanford	Kings	0.027%		<b>0.0226038%</b>
City	Lemoore	Kings	0.016%		<b>0.0131900%</b>
County	<b><i>Lake County</i></b>	Lake	0.795%		<b>0.6545389%</b>
City	Clearlake	Lake	0.041%	0.050%	<b>0.0426253%</b>
City	Lakeport	Lake	0.021%	0.026%	<b>0.0222964%</b>
County	<b><i>Lassen County</i></b>	Lassen	0.319%	0.391%	<b>0.3320610%</b>
City	Susanville	Lassen	0.027%		<b>0.0219295%</b>
County	<b><i>Los Angeles County</i></b>	Los Angeles	13.896%	16.999%	<b>14.4437559%</b>

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

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City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La 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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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	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	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	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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County	<b>Merced County</b>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<b>Modoc County</b>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<b>Mono County</b>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<b>Monterey County</b>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<b>Napa County</b>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<b>Nevada County</b>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<b>Orange County</b>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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



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City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<b>San Benito County</b>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<b>San Bernardino County</b>	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 Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		<b>0.0021228%</b>
County	<b><i>San Diego County</i></b>	San Diego	5.706%	6.980%	<b>5.9309748%</b>
City	Carlsbad	San Diego	0.128%		<b>0.1050485%</b>
City	Chula Vista	San Diego	0.189%	0.231%	<b>0.1961456%</b>
City	Coronado	San Diego	0.044%		<b>0.0359095%</b>
City	El Cajon	San Diego	0.113%		<b>0.0933582%</b>
City	Encinitas	San Diego	0.061%	0.074%	<b>0.0630289%</b>
City	Escondido	San Diego	0.145%		<b>0.1192204%</b>
City	Imperial Beach	San Diego	0.014%		<b>0.0118283%</b>
City	La Mesa	San Diego	0.055%	0.068%	<b>0.0575593%</b>
City	Lemon Grove	San Diego	0.022%		<b>0.0183911%</b>
City	National City	San Diego	0.080%		<b>0.0656808%</b>
City	Oceanside	San Diego	0.213%		<b>0.1753428%</b>
City	Poway	San Diego	0.062%		<b>0.0511040%</b>
City	San Diego	San Diego	1.975%	2.416%	<b>2.0531169%</b>
City	San Marcos	San Diego	0.089%		<b>0.0733897%</b>
City	Santee	San Diego	0.033%		<b>0.0268401%</b>
City	Solana Beach	San Diego	0.017%		<b>0.0138564%</b>
City	Vista	San Diego	0.052%		<b>0.0425144%</b>
Consolidated	<b><i>San Francisco</i></b>	San Francisco	3.026%	3.702%	<b>3.1457169%</b>
County	<b><i>San Joaquin County</i></b>	San Joaquin	1.680%	2.055%	<b>1.7460399%</b>
City	Lathrop	San Joaquin	0.009%		<b>0.0075394%</b>
City	Lodi	San Joaquin	0.053%		<b>0.0439484%</b>
City	Manteca	San Joaquin	0.054%		<b>0.0443454%</b>
City	Ripon	San Joaquin	0.013%		<b>0.0104219%</b>
City	Stockton	San Joaquin	0.313%	0.383%	<b>0.3256176%</b>
City	Tracy	San Joaquin	0.084%		<b>0.0692047%</b>
County	<b><i>San Luis Obispo County</i></b>	San Luis Obispo	0.816%	0.999%	<b>0.8484126%</b>
City	Arroyo Grande	San Luis Obispo	0.024%		<b>0.0199053%</b>
City	Atascadero	San Luis Obispo	0.029%		<b>0.0240680%</b>

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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	<b>San Mateo County</b>	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	<b>Santa Barbara County</b>	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	<b>Santa Clara County</b>	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 Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<b><i>Santa Cruz County</i></b>	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	<b><i>Shasta County</i></b>	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	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b><i>Solano County</i></b>	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	<b><i>Sonoma County</i></b>	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	<b>Stanislaus County</b>	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	<b>Sutter County</b>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<b>Tehama County</b>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<b>Trinity County</b>	Trinity	0.082%	0.101%	0.0855476%
County	<b>Tulare County</b>	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	<b>Tuolumne County</b>	Tuolumne	0.486%	0.594%	0.5047621%
County	<b>Ventura County</b>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for



Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

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

**APPENDIX 3**

**CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT**

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

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

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

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

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

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

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

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

**1. Introduction**

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.<sup>1</sup> 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.,

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<sup>1</sup> 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,<sup>2</sup> 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

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<sup>2</sup> 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.

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

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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	<b><i>Del Norte County</i></b>	Del Norte	0.114%	0.140%	0.1189608%
County	<b><i>El Dorado County</i></b>	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	<b><i>Fresno County</i></b>	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	<b><i>Glenn County</i></b>	Glenn	0.107%	0.131%	0.1116978%
County	<b><i>Humboldt County</i></b>	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	<b>Imperial County</b>	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	<b>Inyo County</b>	Inyo	0.073%	0.089%	0.0754413%
County	<b>Kern County</b>	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	<b>Kings County</b>	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	<b>Lake County</b>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<b>Lassen County</b>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<b>Los Angeles County</b>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	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	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	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 Allocation Percentage
County	<b>Merced County</b>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<b>Modoc County</b>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<b>Mono County</b>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<b>Monterey County</b>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<b>Napa County</b>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<b>Nevada County</b>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<b>Orange County</b>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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

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City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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

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



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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<b>San Mateo County</b>	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	<b>Santa Barbara County</b>	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	<b>Santa Clara County</b>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<b><i>Santa Cruz County</i></b>	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	<b><i>Shasta County</i></b>	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	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b><i>Solano County</i></b>	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	<b><i>Sonoma County</i></b>	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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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	<b>Stanislaus County</b>	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	<b>Sutter County</b>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<b>Tehama County</b>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<b>Trinity County</b>	Trinity	0.082%	0.101%	0.0855476%
County	<b>Tulare County</b>	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	<b>Tuolumne County</b>	Tuolumne	0.486%	0.594%	0.5047621%
County	<b>Ventura County</b>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allcation Percentage</b>
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

## 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]

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](mailto:OpioidSettlement-LocalGovernment@doj.ca.gov).

### **Settlement Participation Form**

Governmental Entity:	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

Title: \_\_\_\_\_

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.<sup>1</sup> 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.

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<sup>1</sup> 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,<sup>2</sup> 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

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<sup>2</sup> 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, \_\_\_\_\_, 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

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



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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 Allcation Percentage
City	Arcata	Humboldt	0.054%		<b>0.0447660%</b>
City	Eureka	Humboldt	0.117%	0.143%	<b>0.1216284%</b>
City	Fortuna	Humboldt	0.032%		<b>0.0266837%</b>
County	<b><i>Imperial County</i></b>	Imperial	0.258%	0.315%	<b>0.2679006%</b>
City	Brawley	Imperial	0.011%		<b>0.0087986%</b>
City	Calexico	Imperial	0.019%		<b>0.0152799%</b>
City	El Centro	Imperial	0.158%		<b>0.1302522%</b>
City	Imperial	Imperial	0.006%		<b>0.0048791%</b>
County	<b><i>Inyo County</i></b>	Inyo	0.073%	0.089%	<b>0.0754413%</b>
County	<b><i>Kern County</i></b>	Kern	2.517%	3.079%	<b>2.6159145%</b>
City	Arvin	Kern	0.006%		<b>0.0046425%</b>
City	Bakersfield	Kern	0.212%		<b>0.1747198%</b>
City	California City	Kern	0.009%		<b>0.0070820%</b>
City	Delano	Kern	0.030%		<b>0.0249316%</b>
City	McFarland	Kern	0.003%		<b>0.0025644%</b>
City	Ridgecrest	Kern	0.015%		<b>0.0120938%</b>
City	Shafter	Kern	0.013%		<b>0.0103417%</b>
City	Tehachapi	Kern	0.009%		<b>0.0073580%</b>
City	Wasco	Kern	0.008%		<b>0.0069861%</b>
County	<b><i>Kings County</i></b>	Kings	0.293%		<b>0.2413469%</b>
City	Avenal	Kings	0.007%		<b>0.0056335%</b>
City	Corcoran	Kings	0.013%		<b>0.0107032%</b>
City	Hanford	Kings	0.027%		<b>0.0226038%</b>
City	Lemoore	Kings	0.016%		<b>0.0131900%</b>
County	<b><i>Lake County</i></b>	Lake	0.795%		<b>0.6545389%</b>
City	Clearlake	Lake	0.041%	0.050%	<b>0.0426253%</b>
City	Lakeport	Lake	0.021%	0.026%	<b>0.0222964%</b>
County	<b><i>Lassen County</i></b>	Lassen	0.319%	0.391%	<b>0.3320610%</b>
City	Susanville	Lassen	0.027%		<b>0.0219295%</b>
County	<b><i>Los Angeles County</i></b>	Los Angeles	13.896%	16.999%	<b>14.4437559%</b>

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

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

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	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	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allcation Percentage</b>
County	<i>Merced County</i>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<i>Mono County</i>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<i>Napa County</i>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<i>Orange County</i>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>



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

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

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		<b>0.0353456%</b>
City	Grover Beach	San Luis Obispo	0.017%		<b>0.0137881%</b>
City	Morro Bay	San Luis Obispo	0.020%		<b>0.0160922%</b>
City	San Luis Obispo	San Luis Obispo	0.077%		<b>0.0637841%</b>
County	<b><i>San Mateo County</i></b>	San Mateo	1.074%	1.313%	<b>1.1159599%</b>
City	Belmont	San Mateo	0.021%		<b>0.0169860%</b>
City	Burlingame	San Mateo	0.019%		<b>0.0152537%</b>
City	Daly City	San Mateo	0.044%		<b>0.0363880%</b>
City	East Palo Alto	San Mateo	0.013%		<b>0.0103982%</b>
City	Foster City	San Mateo	0.020%		<b>0.0166101%</b>
City	Half Moon Bay	San Mateo	0.004%		<b>0.0031638%</b>
City	Hillsborough	San Mateo	0.013%		<b>0.0110029%</b>
City	Menlo Park	San Mateo	0.015%		<b>0.0126209%</b>
City	Millbrae	San Mateo	0.013%		<b>0.0105836%</b>
City	Pacifica	San Mateo	0.016%		<b>0.0130625%</b>
City	Redwood City	San Mateo	0.056%		<b>0.0463511%</b>
City	San Bruno	San Mateo	0.021%		<b>0.0172161%</b>
City	San Carlos	San Mateo	0.013%		<b>0.0108885%</b>
City	San Mateo	San Mateo	0.052%		<b>0.0425841%</b>
City	South San Francisco	San Mateo	0.043%		<b>0.0353943%</b>
County	<b><i>Santa Barbara County</i></b>	Santa Barbara	1.132%	1.385%	<b>1.1768968%</b>
City	Carpinteria	Santa Barbara	0.001%		<b>0.0008938%</b>
City	Goleta	Santa Barbara	0.004%		<b>0.0028969%</b>
City	Lompoc	Santa Barbara	0.047%		<b>0.0389379%</b>
City	Santa Barbara	Santa Barbara	0.122%		<b>0.1004559%</b>
City	Santa Maria	Santa Barbara	0.058%		<b>0.0479179%</b>
County	<b><i>Santa Clara County</i></b>	Santa Clara	2.404%	2.941%	<b>2.4987553%</b>
City	Campbell	Santa Clara	0.014%		<b>0.0112566%</b>
City	Cupertino	Santa Clara	0.008%		<b>0.0066824%</b>
City	Gilroy	Santa Clara	0.025%		<b>0.0202891%</b>

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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	<b>Santa Cruz County</b>	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	<b>Shasta County</b>	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	<b>Siskiyou County</b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b>Solano County</b>	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	<b>Sonoma County</b>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		<b>0.0340759%</b>
City	Santa Rosa	Sonoma	0.184%		<b>0.1519070%</b>
City	Sonoma	Sonoma	0.022%		<b>0.0183438%</b>
City	Windsor	Sonoma	0.016%		<b>0.0129298%</b>
County	<b><i>Stanislaus County</i></b>	Stanislaus	1.722%		<b>1.4182273%</b>
City	Ceres	Stanislaus	0.041%		<b>0.0340260%</b>
City	Modesto	Stanislaus	0.217%		<b>0.1788759%</b>
City	Newman	Stanislaus	0.006%		<b>0.0046964%</b>
City	Oakdale	Stanislaus	0.018%		<b>0.0145531%</b>
City	Patterson	Stanislaus	0.015%		<b>0.0126590%</b>
City	Riverbank	Stanislaus	0.010%		<b>0.0085699%</b>
City	Turlock	Stanislaus	0.065%		<b>0.0531966%</b>
County	<b><i>Sutter County</i></b>	Sutter	0.306%	0.374%	<b>0.3179548%</b>
City	Yuba City	Sutter	0.074%		<b>0.0606242%</b>
County	<b><i>Tehama County</i></b>	Tehama	0.213%	0.261%	<b>0.2216654%</b>
City	Red Bluff	Tehama	0.014%		<b>0.0117771%</b>
County	<b><i>Trinity County</i></b>	Trinity	0.082%	0.101%	<b>0.0855476%</b>
County	<b><i>Tulare County</i></b>	Tulare	0.809%	0.990%	<b>0.8410949%</b>
City	Dinuba	Tulare	0.014%		<b>0.0116929%</b>
City	Exeter	Tulare	0.004%		<b>0.0032479%</b>
City	Farmersville	Tulare	0.003%		<b>0.0027879%</b>
City	Lindsay	Tulare	0.007%		<b>0.0057111%</b>
City	Porterville	Tulare	0.021%		<b>0.0171845%</b>
City	Tulare	Tulare	0.037%		<b>0.0302273%</b>
City	Visalia	Tulare	0.066%		<b>0.0545872%</b>
County	<b><i>Tuolumne County</i></b>	Tuolumne	0.486%	0.594%	<b>0.5047621%</b>
County	<b><i>Ventura County</i></b>	Ventura	2.192%	2.681%	<b>2.2781201%</b>
City	Camarillo	Ventura	0.002%		<b>0.0012815%</b>
City	Fillmore	Ventura	0.002%		<b>0.0020294%</b>
City	Moorpark	Ventura	0.008%		<b>0.0067337%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allcation Percentage</b>
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

## 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](mailto:OpioidSettlement-LocalGovernment@doj.ca.gov).

### **Settlement Participation Form**

Governmental Entity:	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

Title: \_\_\_\_\_

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.<sup>1</sup> 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.,

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<sup>1</sup> 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,<sup>2</sup> 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

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<sup>2</sup> 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, \_\_\_\_\_, 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

APPENDIX 1

Item 15.

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

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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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City	Arcata	Humboldt	0.054%		<b>0.0447660%</b>
City	Eureka	Humboldt	0.117%	0.143%	<b>0.1216284%</b>
City	Fortuna	Humboldt	0.032%		<b>0.0266837%</b>
County	<b><i>Imperial County</i></b>	Imperial	0.258%	0.315%	<b>0.2679006%</b>
City	Brawley	Imperial	0.011%		<b>0.0087986%</b>
City	Calexico	Imperial	0.019%		<b>0.0152799%</b>
City	El Centro	Imperial	0.158%		<b>0.1302522%</b>
City	Imperial	Imperial	0.006%		<b>0.0048791%</b>
County	<b><i>Inyo County</i></b>	Inyo	0.073%	0.089%	<b>0.0754413%</b>
County	<b><i>Kern County</i></b>	Kern	2.517%	3.079%	<b>2.6159145%</b>
City	Arvin	Kern	0.006%		<b>0.0046425%</b>
City	Bakersfield	Kern	0.212%		<b>0.1747198%</b>
City	California City	Kern	0.009%		<b>0.0070820%</b>
City	Delano	Kern	0.030%		<b>0.0249316%</b>
City	McFarland	Kern	0.003%		<b>0.0025644%</b>
City	Ridgecrest	Kern	0.015%		<b>0.0120938%</b>
City	Shafter	Kern	0.013%		<b>0.0103417%</b>
City	Tehachapi	Kern	0.009%		<b>0.0073580%</b>
City	Wasco	Kern	0.008%		<b>0.0069861%</b>
County	<b><i>Kings County</i></b>	Kings	0.293%		<b>0.2413469%</b>
City	Avenal	Kings	0.007%		<b>0.0056335%</b>
City	Corcoran	Kings	0.013%		<b>0.0107032%</b>
City	Hanford	Kings	0.027%		<b>0.0226038%</b>
City	Lemoore	Kings	0.016%		<b>0.0131900%</b>
County	<b><i>Lake County</i></b>	Lake	0.795%		<b>0.6545389%</b>
City	Clearlake	Lake	0.041%	0.050%	<b>0.0426253%</b>
City	Lakeport	Lake	0.021%	0.026%	<b>0.0222964%</b>
County	<b><i>Lassen County</i></b>	Lassen	0.319%	0.391%	<b>0.3320610%</b>
City	Susanville	Lassen	0.027%		<b>0.0219295%</b>
County	<b><i>Los Angeles County</i></b>	Los Angeles	13.896%	16.999%	<b>14.4437559%</b>

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

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City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La 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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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	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	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	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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County	<b>Merced County</b>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<b>Modoc County</b>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<b>Mono County</b>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<b>Monterey County</b>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<b>Napa County</b>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<b>Nevada County</b>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<b>Orange County</b>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>



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

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City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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

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

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		<b>0.0353456%</b>
City	Grover Beach	San Luis Obispo	0.017%		<b>0.0137881%</b>
City	Morro Bay	San Luis Obispo	0.020%		<b>0.0160922%</b>
City	San Luis Obispo	San Luis Obispo	0.077%		<b>0.0637841%</b>
County	<b><i>San Mateo County</i></b>	San Mateo	1.074%	1.313%	<b>1.1159599%</b>
City	Belmont	San Mateo	0.021%		<b>0.0169860%</b>
City	Burlingame	San Mateo	0.019%		<b>0.0152537%</b>
City	Daly City	San Mateo	0.044%		<b>0.0363880%</b>
City	East Palo Alto	San Mateo	0.013%		<b>0.0103982%</b>
City	Foster City	San Mateo	0.020%		<b>0.0166101%</b>
City	Half Moon Bay	San Mateo	0.004%		<b>0.0031638%</b>
City	Hillsborough	San Mateo	0.013%		<b>0.0110029%</b>
City	Menlo Park	San Mateo	0.015%		<b>0.0126209%</b>
City	Millbrae	San Mateo	0.013%		<b>0.0105836%</b>
City	Pacifica	San Mateo	0.016%		<b>0.0130625%</b>
City	Redwood City	San Mateo	0.056%		<b>0.0463511%</b>
City	San Bruno	San Mateo	0.021%		<b>0.0172161%</b>
City	San Carlos	San Mateo	0.013%		<b>0.0108885%</b>
City	San Mateo	San Mateo	0.052%		<b>0.0425841%</b>
City	South San Francisco	San Mateo	0.043%		<b>0.0353943%</b>
County	<b><i>Santa Barbara County</i></b>	Santa Barbara	1.132%	1.385%	<b>1.1768968%</b>
City	Carpinteria	Santa Barbara	0.001%		<b>0.0008938%</b>
City	Goleta	Santa Barbara	0.004%		<b>0.0028969%</b>
City	Lompoc	Santa Barbara	0.047%		<b>0.0389379%</b>
City	Santa Barbara	Santa Barbara	0.122%		<b>0.1004559%</b>
City	Santa Maria	Santa Barbara	0.058%		<b>0.0479179%</b>
County	<b><i>Santa Clara County</i></b>	Santa Clara	2.404%	2.941%	<b>2.4987553%</b>
City	Campbell	Santa Clara	0.014%		<b>0.0112566%</b>
City	Cupertino	Santa Clara	0.008%		<b>0.0066824%</b>
City	Gilroy	Santa Clara	0.025%		<b>0.0202891%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allcation Percentage</b>
City	Los Altos	Santa Clara	0.013%		<b>0.0103338%</b>
City	Los Gatos	Santa Clara	0.013%		<b>0.0103220%</b>
City	Milpitas	Santa Clara	0.036%		<b>0.0298120%</b>
City	Morgan Hill	Santa Clara	0.015%		<b>0.0124619%</b>
City	Mountain View	Santa Clara	0.041%		<b>0.0334608%</b>
City	Palo Alto	Santa Clara	0.039%		<b>0.0323080%</b>
City	San Jose	Santa Clara	0.294%	0.360%	<b>0.3054960%</b>
City	Santa Clara	Santa Clara	0.067%		<b>0.0549723%</b>
City	Saratoga	Santa Clara	0.004%		<b>0.0034161%</b>
City	Sunnyvale	Santa Clara	0.053%		<b>0.0434069%</b>
County	<b><i>Santa Cruz County</i></b>	Santa Cruz	0.783%	0.957%	<b>0.8135396%</b>
City	Capitola	Santa Cruz	0.020%		<b>0.0168191%</b>
City	Santa Cruz	Santa Cruz	0.143%		<b>0.1180348%</b>
City	Scotts Valley	Santa Cruz	0.015%		<b>0.0126525%</b>
City	Watsonville	Santa Cruz	0.063%		<b>0.0520136%</b>
County	<b><i>Shasta County</i></b>	Shasta	1.095%	1.339%	<b>1.1380191%</b>
City	Anderson	Shasta	0.024%		<b>0.0198896%</b>
City	Redding	Shasta	0.284%		<b>0.2334841%</b>
City	Shasta Lake	Shasta	0.004%		<b>0.0031993%</b>
County	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	<b>0.2373393%</b>
County	<b><i>Solano County</i></b>	Solano	0.760%		<b>0.6260795%</b>
City	Benicia	Solano	0.031%		<b>0.0253903%</b>
City	Dixon	Solano	0.016%		<b>0.0130849%</b>
City	Fairfield	Solano	0.109%		<b>0.0897317%</b>
City	Suisun City	Solano	0.021%		<b>0.0176183%</b>
City	Vacaville	Solano	0.119%		<b>0.0976497%</b>
City	Vallejo	Solano	0.167%		<b>0.1373644%</b>
County	<b><i>Sonoma County</i></b>	Sonoma	1.218%	1.490%	<b>1.2661290%</b>
City	Healdsburg	Sonoma	0.032%		<b>0.0266929%</b>
City	Petaluma	Sonoma	0.081%		<b>0.0667507%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		<b>0.0340759%</b>
City	Santa Rosa	Sonoma	0.184%		<b>0.1519070%</b>
City	Sonoma	Sonoma	0.022%		<b>0.0183438%</b>
City	Windsor	Sonoma	0.016%		<b>0.0129298%</b>
County	<b><i>Stanislaus County</i></b>	Stanislaus	1.722%		<b>1.4182273%</b>
City	Ceres	Stanislaus	0.041%		<b>0.0340260%</b>
City	Modesto	Stanislaus	0.217%		<b>0.1788759%</b>
City	Newman	Stanislaus	0.006%		<b>0.0046964%</b>
City	Oakdale	Stanislaus	0.018%		<b>0.0145531%</b>
City	Patterson	Stanislaus	0.015%		<b>0.0126590%</b>
City	Riverbank	Stanislaus	0.010%		<b>0.0085699%</b>
City	Turlock	Stanislaus	0.065%		<b>0.0531966%</b>
County	<b><i>Sutter County</i></b>	Sutter	0.306%	0.374%	<b>0.3179548%</b>
City	Yuba City	Sutter	0.074%		<b>0.0606242%</b>
County	<b><i>Tehama County</i></b>	Tehama	0.213%	0.261%	<b>0.2216654%</b>
City	Red Bluff	Tehama	0.014%		<b>0.0117771%</b>
County	<b><i>Trinity County</i></b>	Trinity	0.082%	0.101%	<b>0.0855476%</b>
County	<b><i>Tulare County</i></b>	Tulare	0.809%	0.990%	<b>0.8410949%</b>
City	Dinuba	Tulare	0.014%		<b>0.0116929%</b>
City	Exeter	Tulare	0.004%		<b>0.0032479%</b>
City	Farmersville	Tulare	0.003%		<b>0.0027879%</b>
City	Lindsay	Tulare	0.007%		<b>0.0057111%</b>
City	Porterville	Tulare	0.021%		<b>0.0171845%</b>
City	Tulare	Tulare	0.037%		<b>0.0302273%</b>
City	Visalia	Tulare	0.066%		<b>0.0545872%</b>
County	<b><i>Tuolumne County</i></b>	Tuolumne	0.486%	0.594%	<b>0.5047621%</b>
County	<b><i>Ventura County</i></b>	Ventura	2.192%	2.681%	<b>2.2781201%</b>
City	Camarillo	Ventura	0.002%		<b>0.0012815%</b>
City	Fillmore	Ventura	0.002%		<b>0.0020294%</b>
City	Moorpark	Ventura	0.008%		<b>0.0067337%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>



## 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]



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve execution of a maintenance agreement with Yunex LLC for the Traffic Signal Maintenance Project No. 093021, in the amount not to exceed \$180,000 for a three-year term.

**STAFF RECOMMENDATION:**

Approve execution of a maintenance agreement with Yunex LLC for the Traffic Signal Maintenance Project No. 093021, in the amount not to exceed \$180,000 for a three-year term.

**EXECUTIVE SUMMARY:**

The City published a Request for Proposals (RFP) for the Traffic Signal Maintenance Project No 093021. The RFP would provide maintenance and on call services for all city maintained traffic signals and flashing beacon crossings. Currently, the city has a total of twenty-five signalized intersections (one pending on 6<sup>th</sup>/Grapefruit) and nine flashing beacon crossings. This RFP closed November 1, 2021 and the City received two responses. Staff reviewed and scored all respondents. Based upon the scores received by the respondents' staff is recommending award to Yumen LLC in the amount not to exceed \$180,000 for a three-year term. As additional signalized intersections are added within the city, these intersections would be incorporated at the submitted unit pricing shown below:

1. Traffic Signal Routine Maintenance Per Month - \$1,742.00  
\$67.00 per intersection
  2. Flashing Beacons Routine Main. Per Month - \$236.25  
\$26.25 per location
- Monthly Grand Total Bid - \$1,978.25

The agreement as identified in the RFP will have a three-year term allowing for up to one additional one-year term. The term for the proposed agreement is December 1, 2021 – November 30, 2024.

**FISCAL IMPACT:**

The recommended action will not have a negative impact on the budget. The award amount is allocated in the fiscal year 2020/2021 Street Divisional Budget.

Attachment: Proposed Agreement

**CITY OF COACHELLA  
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT  
Project No 093021**

**PARTIES AND DATE.**

This Agreement is made and entered into this 8th day of December, 2021 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as "City") and Yunex, LLC, a corporation with its principal place of business at 2250 Business Way, Riverside, CA 92501 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

**2.2 Project.**

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services Agreement ("Project") as set forth in this Agreement.

**TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond



General Conditions  
 Special Provisions (or Special Conditions)  
 Technical Specifications  
 Greenbook Standard Specifications  
 Addenda  
 Plans and Contract Drawings  
 Approved and fully executed change orders  
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the traffic signal maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.3 Term. The term of this Agreement shall be from December 1, 2021 to November 30, 2024, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The City alone, not the Contractor shall have the option to extend the term of this Agreement for two (2) successive one (1) year periods (individually, “Subsequent Term” and collectively, “Subsequent Terms”). The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

## **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for reports and obligations respecting such

additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Michael J. Hutchens, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails to perform the Services in a manner

acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated

Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto. Contractor agrees that if the Services specified in Exhibit “A”, attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sums as reflected in the General Specifications Section of the Request for Proposals for performance deficiencies.

3.2.8 Laws and Regulations.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance.

Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements.

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance.

Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers’ Compensation and Employer’s Liability*:

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability: \$1,000,000.00* per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability: \$1,000,000.00* per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability: Workers' Compensation* limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not

affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in

Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$195,000.00 (one hundred ninety-five thousand dollars and no cents)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and

supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

**3.3.3 Reimbursement for Expenses.** Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

**3.3.4 Extra Work.** At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

**3.3.5 Prevailing Wages.** Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

**3.4.1 Maintenance and Inspection.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

**3.5.1.1 Grounds for Termination.** City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have

been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONTRACTOR:**

Yunex, LLC  
2250 Business Way  
Riverside, CA 92501  
Attn: Michael J. Hutchens, Operations Manager

**CITY:**

City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Attn: Maritza Martinez, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. (



expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void,

and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same c

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior

written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*Item 16.*

<p><b>CITY OF COACHELLA</b></p> <p><b>By:</b></p> <p>_____</p> <p>Gabriel D. Martin, Ph.D. City Manager</p> <p><b>Attest:</b></p> <p>_____</p> <p>City Clerk</p> <p><b>Approved as to Form:</b></p> <p>_____</p> <p>Best, Best &amp; Krieger City Attorney</p>	<p><b>YUNEX, LLC</b></p> <p><b>By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>License Number</p>
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## EXHIBIT "A"

### SCOPE OF SERVICES

#### TRAFFIC SIGNAL MAINTENANCE SERVICES

##### **A. General Description**

The traffic signal maintenance contractor ("Contractor") shall perform routine scheduled maintenance, extraordinary, emergency repairs and technical support for the City of Coachella's ("City") traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but not be limited to all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, street lights, and all related hardware at all City signalized intersections.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four-hour (24), on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections per an established checklist. The Contractor shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of final repairs is imperative.

##### **B. Specifications**

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Works, or his authorized representative.

Failure to pass inspection on any maintenance, repair and service item will result in nonpayment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

### **C. Compensation for Maintenance**

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit C of the Agreement and shall include all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Works or authorized representative. All extraordinary maintenance requires City authorization prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

## **I. CONTRACTOR REQUIREMENTS**

### **A. Facilities**

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. The Contractor shall have on-hand at least one (1) spares each of McCain 2070E/ATC eX 2070 (includes controller software updates) and one (1) spare McCain Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for McCain controllers.

## **B. Personnel**

The Contractor shall provide at least one (1) full-time Transportation System Electrician to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Works or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of McCain 2070, ATC eX 2070, including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted monthly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night inspections for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, or other work as required. Night inspections for safety lighting, City owned street lights, Battery Backup Systems, and ISNS will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

## **C. Service Requests 24-Hour Phone Access**

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicle indications, adjustments of turn signal heads, repair of controller malfunctions or any damage creating a public hazard. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

The Contractor shall subscribe to Underground Services Alert (USA) on-line interconnect notifications to receive direct request or notices for identification of City underground facilities.

#### **D. Response Criteria for Requested Services**

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

#### **E. Additions to Traffic Signal System**

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

#### **F. Maintenance Records**

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.



1. **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four-hour (24) period. This record shall include the date and time of day the work was performed at each intersection, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City. This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

3. **Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

- Location of each separate service
- Date and approximate time for the service
- Reason for the service
- Identification of the type of service (Routine, Extraordinary and/or Emergency)
- Status of repair (complete or temporary)
- For Temporary – Estimated date of final repairs
- Who called in the request for service
- Name of technicians(s) performing the service
- Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

#### **4. Citywide Underground References.**

Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

#### **G. City Notification of Changes in Traffic Signal Equipment or Operation**

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Works or designee regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

#### **H. Shut Downs**

Contractor shall notify Coachella's Police Services (Riverside County Sheriff's Department) and the Director of Public Works or authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turnoffs or turn-ons until a staff member is present or unless given permission to proceed without staff presence by the Director of Public Works or authorized representative.

#### **I. Type of Signal System Equipment**

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

## **J. Warranty Service**

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

## **K. Traffic Control**

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:00 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 “Temporary Traffic Control” of the current “California Manual of Uniform Traffic Control Devices” (MUTCD–Latest Version) published by the State of California, Department of Transportation, the standards as contained in the “Work Area Traffic Control Handbook” (WATCH–latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public Works or designee to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response or “blackout” intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components.

## **II. ROUTINE MAINTENANCE**

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the existing traffic signal control equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer’s original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

## A. Monthly Inspection

Contractor shall inspect, clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.
2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.
3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.
4. Check and set, if necessary, all real-time digital clocks to the National Bureau of Standard time.
5. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operation. This includes the splicing(or re-splicing)of detector loops and the replacement of pedestrian buttons as needed.
6. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.
7. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

8. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.
9. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.
10. Check Battery Back-up Systems for proper operations and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be “exploded” or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.
11. Inspection of illuminated street name signs, safety lights, and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.
12. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required. For some locations, Contractor shall be responsible for updating the programming on an annual basis based on local school bell schedule. Contractor shall also update the programming for daylight savings twice per year.

**B. Quarterly Maintenance (Every Three Months)**

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired.

**C. Semi Annual Maintenance (Every Six Months)**

**1. Air Filters**

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months.

**2. Battery Back-Up System**

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

**D. Yearly Maintenance**

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

**1. Conflict Monitor**

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

**2. Emergency Vehicle Pre-emption (EVP)**

The optical detector lens shall be cleaned according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City. Contractor shall test EVP system on an annual basis. Contractor shall supply a report for testing of EVP system at each intersection. Testing shall take place on a schedule approved by the City. Testing of EVP equipment shall be included in the lump sum bid for extraordinary maintenance. Any EVP equipment shall be repaired or replaced and billed as extraordinary maintenance.

**3. Traffic Signal Controller Software**

Contractor shall annually verify and update records of current software or firmware for the McCain 2070 controllers/McCain ATC 2070 eX systems. This includes the spare controllers that the Contractor maintains for emergency replacement of failed traffic signal controllers. All updates of controllers that require shut-down of the signal shall be coordinated

with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

#### **4. Painting**

Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance. Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

#### **E. Repair and Replacement**

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

#### **F. Loop Detector Replacement**

Once it is determined by the City that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

#### **G. Lamps and Lighting**

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals and flashers based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

ISNS lamps shall be Signmaster LED T12 Lamp Bi-Directional. Safety lighting shall be replaced with an approved equivalent per the existing safety lamp (Leotek GreenCobra LED Light GCL1-60G-MV-NW-3R-GY-530-SC); must meet ITE standards and registered on the Caltrans qualified products list.

Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed. The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance.

#### **H. Conflict Monitors**

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

#### **I. Battery Back-up Systems**

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

#### **J. Emergency Service**

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of burned-out lamps need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

#### **K. Payment for Routine Maintenance**

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per flashing beacon, per radar speed sign and per signalized intersection which shall include highway safety lights and illuminated street name signs, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

### **III. EXTRAORDINARY MAINTENANCE**



Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City authorization and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.
2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components
3. Replacement of batteries for battery back-up systems
4. LED module replacements
5. Pedestrian indication replacements
6. Painting of cabinets and signal heads
7. New lenses and framework
8. Signal loop detectors
9. Video detection cameras
10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing)
11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.

### **Other Extraordinary Scope of Work**

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance as authorized by the City.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

#### **A. Notifications**

The Contractor shall report to the Director of Public Works or authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Works' or his authorized representative's written authorization, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with exemption consideration given to work orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

#### **B. Emergencies**

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Works or his representative.
2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City.

3. If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall set a flash operation when the power is restored. Contractor shall schedule a follow- up visit to turn off the flash and restore normal traffic signal operation when the power is available.

#### **C. Underground Service Alert**

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the City Engineer, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

#### **D. Traffic Signal Master/Interconnect**

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the McCain and Iteris traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

#### **E. Painting**

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance.

## Signalized Intersections and Flashing Beacons

### Traffic signals maintained for the City of Coachella.

1. Grapefruit Boulevard X Avenue 49, Video detection, battery backup
2. Grapefruit Boulevard X Gateway Center, Video detection
3. Grapefruit Boulevard X Park Lane, Video detection, battery backup
- 4. Grapefruit x 6<sup>th</sup> Street (New 2021) video detection, battery backup**
5. Grapefruit X Sunset Drive Video detection, battery backup
6. Avenue 52 X Sunset Drive Video detection, battery backup
7. Avenue 52 X Tyler Street (New 2015) Video detection battery backup
8. Avenue 50 X Leoco Lane Video detection
9. Avenue 50 X Peter Rabbit Lane
10. Cesar Chavez X Avenue 50, Video detection
11. Cesar Chavez X Westerfield Way Video detection
12. Cesar Chavez X Avenue 51, Video detection
13. Cesar Chavez X Sixth Street Video detection
14. Cesar Chavez X Avenue 52, Video detection
15. Cesar Chavez X Avenue 53, Video detection, battery backup
16. Cesar Chavez X Avenue 54 video detection battery backup
17. Avenue 52 X Frederick Street Video detection battery backup
18. Avenue 51 x Frederick Street Video detection battery backup
19. Avenue 50 X Van Buren Street, Video detection

20. Dillon Road X Cabazon Avenue, battery backup
21. Dillon Road X Harrison Place, battery backup
22. Avenue 49 x Van Buren
23. Avenue 51 x Van Buren
24. Van Buren x Frida Way
25. Avenue 50 x Calhoun
- 26 Avenue 52 x Van Buren

**Solar powered lighted crosswalk**

1. Avenue 50 x Avenida del Parque
2. Avenue 51 x Mecca Street
3. Avenue 52 x Douma Street
4. Avenue 52 x Calle Avila
5. Cesar Chavez x Baghdad Avenue
- 6 Ave 52 x Shady Lane

**7 Grapefruit x Leoco (New 2021)**

**8 Grapefruit x 4<sup>th</sup> Street (New 2021)**

**9 Grapefruit x 9<sup>th</sup> Street (New 2021)**

**[INSERT SCOPE]**

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**December 1, 2021 – November 30, 2024**

## EXHIBIT “C”

### COMPENSATION



#### Routine Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Monthly Price
1	Routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs. Per Intersection, Per Month	26	<b>\$67.00</b>	<b>\$1,742.00</b>
2	Routine inspection, preventative maintenance and repairs of flashing beacons. Per Location, Per Month	9	<b>\$26.25</b>	<b>\$236.25</b>
<b>Grand Total Cost for Monthly Routine Maintenance</b>				<b>\$1,978.25</b>

#### Extraordinary Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
<b>Signal Heads</b>				
1	Replace Red Ball LED	1	<b>\$104.00</b>	<b>\$104.00</b>
2	Replace Yellow Ball LED	1	<b>\$104.00</b>	<b>\$104.00</b>
3	Replace Green Ball LED	1	<b>\$104.00</b>	<b>\$104.00</b>
4	Replace Red Arrow LED	1	<b>\$104.00</b>	<b>\$104.00</b>
5	Replace Yellow Arrow LED	1	<b>\$104.00</b>	<b>\$104.00</b>
6	Replace Green Arrow LED	1	<b>\$104.00</b>	<b>\$104.00</b>
7	Replace Red Programmable Visor LED	1	<b>\$140.00</b>	<b>\$140.00</b>
8	Replace Yellow Programmable Visor LED	1	<b>\$140.00</b>	<b>\$140.00</b>
9	Replace Green Programmable Visor LED	1	<b>\$145.00</b>	<b>\$145.00</b>
10	Installation of 3 Section 12" LED Signal Head	1	<b>\$300.00</b>	<b>\$300.00</b>
11	Installation of 4 Section 12" LED Signal Head	1	<b>\$450.00</b>	<b>\$450.00</b>
12	Installation of 5 Section 12" LED Signal Head	1	<b>\$450.00</b>	<b>\$450.00</b>

<b>Controller, Cabinet &amp; Appurtenances</b>				
Item	Item Description	Unit	Unit Price	Total
1	Installation of New, Fully Wired Type P Cabinet	1	\$2,400.00	\$2,400.00
2	Installation of New McCain 2070 Controller	1	\$300.00	\$300.00
3	Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring & auxiliary equipment upgrades	1	\$1,825.00	\$1,825.00
4	Type II Service	1	\$2,125.00	\$2,125.00
5	Replacement of Detectors as needed	5	\$245.00	\$1,225.00
6	Installation of New Signal Monitor Unit as needed	1	\$1,270.00	\$1,270.00
7	Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)	1	\$1,050.00	\$1,050.00
8	Annual Conflict Monitor Testing and Controller	25	\$40.00	\$1,000.00
9	Annual Emergency Vehicle Pre-emption devices	25	\$30.00	\$750.00
10	Replacement of Inoperable Conflict Monitors	1	\$905.00	\$905.00
<b>Pedestrian Heads &amp; Equipment</b>				
1	Replace LED Pedestrian Module Kits (countdown only)	1	\$145.00	\$145.00
2	Replace ADA compliant Pedestrian Push Buttons	1	\$80.00	\$80.00
3	Replace Pedestrian Push Button Signage	1	\$50.00	\$50.00
4	Replace APS Pedestrian Push Button	1	\$1,625.00	\$1,625.00
<b>Painting</b>				
1	Clean, Primer and Repaint Controller Cabinet and Type II Electric Service Cabinet with City Approved Paint Color, Per Intersection	1	\$775.00	\$775.00
2	Clean, Primer and Repaint Signal Head and Mounting Surfaces with Industry Standard, City Approved Paint Color, Per Intersection	1	\$250.00	\$250.00
3	Clean, Primer and Repaint Pedestrian Heads and Framework, Per Intersection	1	\$4,000.00	\$4,000.00
<b>Detection</b>				
1	Replace Type C Loop Including Lead-In and Splicing	1	\$1,200.00	\$1,200.00
2	Replace Type D Loop Including Lead-In and Splicing	1-4	\$675.00	\$675.00
3	Replace Type D Loop Including Lead-In and Splicing	5-10	\$445.00	\$445.00
4	Replace Type E Loop Including Lead-In and Splicing	1-4	\$675.00	\$675.00
5	Replace Type E Loop Including Lead-In and Splicing	5-10	\$445.00	\$445.00
6	Video Detection Camera	1	\$2,250.00	\$2,250.00
<b>Battery Back-Up System</b>				
1	Replace Battery Back-Up Unit	1	\$3,325.00	\$3,325.00
2	Replace Batteries, Per location	6	\$200.00	\$1,200.00



<b>Traffic Signs, Safety Lights, ISNS</b>				
Item	Item Description	Unit	Unit Price	Total Price
1	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)	1	\$150.00	\$150.00
2	Replacement of 6' ISNS Panel	1	\$440.00	\$440.00
3	Replacement of 8' ISNS Panel	1	\$635.00	\$635.00
4	Replacement of Inoperable IISNS Housing Light	1	\$410.00	\$410.00
5	Replacement of Inoperable Safety Light	1	\$545.00	\$545.00
6	Replacement of City owned streetlight pole	1	\$5,125.00	\$5,125.00
8	Replacement of City owned streetlight mast arm (single)		\$515.00	\$515.00
7	Replacement of City owned streetlight mast arm (double)	1	\$725.00	\$725.00
8	Replacement of City owned streetlight luminaire	1	\$550.00	\$550.00
<b>Underground Service Alert</b>				
1	Response to USA Requests/Notices or at the request of the City for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.	1	\$310.00	\$310.00

**Labor & Equipment Rates**

Item No.	Item Description	Regular Time	Overtime	Premium*
<b>Labor Rates</b>				
1	Signal Maintenance Superintendent	\$73.00	\$73.00	\$73.00
2	Signal Maintenance Technician	\$111.00	\$137.00	\$164.00
3	Field Traffic Signalman	\$111.00	\$137.00	\$164.00
4	Laborer	\$102.00	\$144.00	\$144.00
5	Painter	\$68.00	\$85.00	\$103.00
<b>Equipment Rates</b>				
1	Aux Lift (Hydraulic Boom)	\$40.00	X	
2	Pickup Truck	\$25.00	X	
3	Service Truck	\$28.00	X	
4	Service Ladder Truck	Not Safe	X	
5	Boom Ladder Truck (Man Lift)	\$40.00	X	
7	Compressor with Tools	\$1.00	X	
8	Crane	\$55.00	X	

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\* Premium Time will be charged on Sundays / Holidays



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Jacob Alvarez, Assistant to the City Manager  
**SUBJECT:** Annual Purchase/Renewal of Billboard Advertisement from Lamar Advertising

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**STAFF RECOMMENDATION:**

That the City Council approve the City Manager to execute a fourth 1 year Agreement/Renewal to purchasing Billboard Advertising with Lamar Advertising located near Cesar Chavez St. and Grapefruit Boulevard.

**BACKGROUND:**

The City over the past 6 years has seen an increase in Community Events such as Community Cleanup days, El Grito, 4<sup>th</sup> of July Firework display, Christmas Parade, Run with Los Muertos, Movies at the Park, Suavecito Sundays, Tacos and Tequila and most recently the COVID-19 pandemic. Staff recognizing that the City’s increased use of Lamar Billboard; staff requested another proposal from Lamar to identify any possible savings.

One of the biggest advantages of a yearly contract is securing a prime location, reaching members of the community and visitors who may not utilize social media, and having the flexibility to consistently promote events, emergency messaging and the City’s image. In addition, a year-long agreement gives the City access to much less expensive “disposable vinyl” which lasts 30 to 60 days, typically the window used to promote events.

**Previous Individual Billboard Purchases:**

Example of Expenditures

Movies in the Park	1,795
Suavecito Sundays	595
Suavecito Sundays	1,200
Tacos Festival	6,085
Tacos Festival	945
Tacos Festival	3,500
Tacos Festival	300
Fourth of July	<u>2,000</u>
Total	\$16,420

For 20 weeks of advertising

#### Year-long contract outlook

- \$16,500 for space
- 52 weeks total
- Average \$1,375 per 4-week period
- Printing & installation \$125 each campaign

#### Savings

- Retail rate for space \$19,500 per year – Savings of \$3,000

The total billboard expenditure for FY 17/18 was \$16,420 which only provided 20 weeks of advertising as opposed to \$15,600 billboard space cost plus vinyl cost of \$125 per campaign for 52 weeks. A yearly contract secures this location. This is considered a prime location that is seen by 60,000 people each week.

#### **FISCAL IMPACT:**

There will be a \$16,500 impact plus a \$125 vinyl printing and installation per campaign to the City's General Fund. Council appropriates these funds from the City's General Fund (101). The expenditure will be allocated to the advertised event.

#### **EXHIBIT(S):**

- 1) Lamar Advertising Contract



**CONTRACT # 3730093**

CONTRACTED DIRECTLY BY ADVERTISER	
<b>Customer #</b>	566801-0
<b>Name</b>	CITY OF COACHELLA
<b>Address</b>	53-990 ENTERPRISE WAY
<b>City/State/Zip</b>	COACHELLA, CA 92236
<b>Contact</b>	Jacob Alvarez
<b>Email Address</b>	j Alvarez@coachella.org
<b>Phone #</b>	(760) 501-8127
<b>Fax #</b>	
<b>P.O./ Reference #</b>	
<b>Advertiser/Product</b>	CITY OF COACHELLA
<b>Campaign</b>	Opportunity: City of Coachella 2022 renewal

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	401 Palm Springs, CA	Print, ship, install 6 poster-flex vinyls		12/27/21	1	\$900.00	\$900.00
Total Production/Other Services Costs:							\$900.00

Space										
# of Panels: 1									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
3421 574505	401-PALM SPRINGS, CA	GRAPE FRUIT BL EL .16 MI S/O AVE 49 NF	Yes	Poster	10' 6" x 22' 9"		12/27/21-12/25/22	13	\$1,200.00	\$15,600.00
Total Space Costs:									\$15,600.00	
<b>Total Costs:</b>									<b>\$16,500.00</b>	

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

<b>Customer:</b>	CITY OF COACHELLA
<b>Signature:</b>	(signature above)
<b>Name:</b>	(print name above)
<b>Date:</b>	(date above)

<b>THE LAMAR COMPANIES</b>	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Alex Copado	GENERAL MANAGER	DATE





**CONTRACT # 3730093**

### STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Execute a Memorandum of Understanding for Integrated Regional Water Management Planning and Funding in the Colorado River Basin Funding Area

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a memorandum of understanding regarding integrated regional water management (IRWM) planning and funding in the Colorado River Basin Funding Area for the Proposition 1 Round 2 IRWM Implementation grant solicitation.

**BACKGROUND:**

The intent of Proposition 1 is, in part, to encourage integrated regional strategies for management of water resources and to provide funding through competitive grants, for projects that protect communities from drought, protect and improve water quality, promote environmental stewardship, and improve local water security by reducing dependence on imported water. The Department of Water Resources (DWR) will administer Round 2 of Proposition 1 Integrated Regional Water Management (IRWM) Implementation funding.

The Coachella Valley Regional Water Management Group (RWMG), Mojave RWMG, and San Gorgonio RWMG comprise the Colorado River Funding Area (CRFA) and are eligible for Proposition 1 IRWM funding. A total of \$8,538,265 is available to the CRFA as part of the Proposition 1 Round 2 IRWM Implementation grant solicitation. The Colorado River RWMGs have agreed to split the available funding with a portion divided equally and a portion divided based on the respective IRWM region populations. The agreed upon funding split is below:

Coachella Valley RWMG: \$4,112,755 (48%); Mojave RWMG: \$2,512,755 (29%); San Gorgonio RWMG: \$1,912,755 (22%)

The attached memorandum of understanding (MOU) establishes the division of funding and terms of the funding agreement for the Colorado River RWMGs.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**  
memorandum of understanding (MOU)

**2021**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR INTEGRATED REGIONAL WATER MANAGEMENT PLANNING AND FUNDING IN**  
**THE COLORADO RIVER BASIN FUNDING AREA**

This Memorandum of Understanding (MOU) is entered into this 9th day of November 2021 (Effective Date) among the Parties listed below:

**PARTIES:**

**1. Coachella Valley Regional Water Management Group (RWMG)**, hereinafter CVRWMG, includes the following member agencies which are each a Party to this MOU:

Coachella Water Authority, hereinafter CWA; Coachella Valley Water District, hereinafter CVWD; Desert Water Agency, hereinafter DWA; Indio Water Authority, hereinafter IWA; Mission Springs Water District hereinafter MSWD; and Valley Sanitary District, hereinafter VSD.

**2. Mojave RWMG**, hereinafter MRWMG, includes the following member agencies which are each a Party to this MOU:

Mojave Water Agency, hereinafter MWA; Victor Valley Wastewater Reclamation Authority, hereinafter VVWRA; Technical Advisory Committee, hereinafter TAC; Mojave Desert Resource Conservation District, hereinafter Mojave Desert RCD; and Morongo Basin Pipeline Commission.

**3. San Gorgonio RWMG**, hereinafter SGRWMG, includes the following member agencies which are each a Party to this MOU:

City of Banning, hereinafter Banning; Banning Heights Mutual Water Company, hereinafter BHMWC; High Valleys Water District, hereinafter HVWD, Riverside County Flood Control and Water Conservation District, hereinafter RCFCWCD; and the San Gorgonio Pass Water Agency, hereinafter SGPWA.

The RWMG agencies acting collectively under this agreement are the COLORADO RIVER INTEGRATED REGIONAL WATER MANAGEMENT PARTIES, hereinafter called the Colorado River IRWM Parties. The RWMG agencies also are sometimes referred to in this MOU collectively as “Parties” and individually as “Party.”

**RECITALS:**

- A. The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Public Resources Code, sections 79740-79744) (Proposition 1), authorizes the Legislature to appropriate funding for competitive grants for Integrated Regional Water Management (IRWM) projects. Funding is administered by the Department of Water Resources (DWR).
- B. The intent of Proposition 1 is, in part, to encourage integrated regional strategies for management of water resources and to provide funding through competitive grants, for projects that protect communities from drought, protect and improve water quality, promote environmental stewardship, and improve local water security by reducing dependence on imported water.



- C. The Colorado River Basin Hydrologic Region, also known as the Colorado River Funding Area, is composed of the IRWM regions – the CVRWMG, MRWMG, and SGRWMG. The boundaries of the CVRWMG, MRWMG, and SGRWMG are shown in **Attachment A**. Each IRWM region has been accepted into the IRWM Grant Program via the Region Acceptance Process.
- D. For the purposes of this 2021 MOU, the division of funding and terms of the funding agreement among the Colorado River IRWM regions shall be consistent with terms articulated in **Attachment B**, which are summarized below:

Proposition 1, Round 2 Implementation Solicitation	
Region	Funding per Region
CVRWMG	\$4,112,755
MRWMG	\$2,512,755
SGRWMG	\$1,912,755
<b>Total</b>	<b>\$8,538,265</b>

- E. Each Party has adopted an accepted IRWM Plan pursuant to Water Code § 10530 et seq. The Parties now desire coordination of applications for the Proposition 1 Round 2 Implementation grants to fund projects to enhance the quality of planning, identify opportunities for supporting common goals and projects, and improve the quality and reliability of water in the Colorado River Funding Area and throughout the State of California. The Parties will each rank and select projects for inclusion in IRWM grant applications for their region consistent with their respective IRWM Plans. The Parties will also submit a Proposition 1 Round 2 Implementation grant application to DWR individually for their respective RWMGs.
- F. The Parties will balance the necessary autonomy of each planning region to plan for itself at the appropriate scale with the need to coordinate among themselves to improve inter-regional cooperation and efficiency. By consensus, the Parties have developed the 2021 MOU to improve the IRWM planning process in the Funding Area to coordinate planning across planning region lines and facilitate the appropriation of funding for IRWM projects by DWR.
- G. The Parties will coordinate on grant funding requests to ensure that the sum of the total grant requests does not exceed the amount designated for the funding region.

The RECITALS are incorporated herein and the PARTIES hereby mutually agree as follows:

**1. Definitions**

The following terms and abbreviations, unless otherwise expressly defined by their context, shall mean:

- A. **Funding Area** – refers to any one of the 12 regions and sub-regions referenced in Public Resources Code section 79744(b) and allocated a specific amount of funding to support IRWM activities. The Colorado River Basin Hydrologic Region (also referred to as Colorado River Funding Area) incorporates lands in the Colorado River Basin Regional Water Quality Control Board.
- B. **RWMG** – refers to a group of at least three agencies, two of which must have statutory authority over water management, that have joined together to manage water resources to meet regional

needs. Each RWMG is the documented leader of IRWM planning and implementation efforts in a planning region.

- C. **Planning Region** –refers to regions with integrated stakeholders, agencies and projects in their regions for the purpose of coordinating with other planning regions and DWR. The boundaries of the three planning regions in the Colorado River Funding Area are shown in **Attachment A**.
- D. **Colorado River Integrated Regional Water Management Parties (Colorado River IRWM Parties)** – refers collectively to the three RWMGs entering into this MOU. The Colorado River IRWM Parties is composed of at least one representative from each recognized RWMG in the Funding Area. The Colorado River IRWM Parties will meet periodically to discuss issues pertaining to the Funding Area and make recommendations to the RWMGs.
- E. **Stakeholder Advisory Committee** – refers to the recognized committee or committees of stakeholders advising a planning region’s RWMG and/or governing agencies on key issues related to IRWM planning and grant applications.

## **2. General Planning Cooperation via Colorado River IRWM Parties**

All RWMGs will meet on an as-needed basis through the Colorado River IRWM Parties. The number and timing of meetings will depend on the amount and intensity of planning and coordination efforts of the planning regions. The efforts of the Colorado River IRWM Parties will be to coordinate on IRWM-related funding efforts, enhance the quality of planning, and identify opportunities for supporting common goals and projects in the Funding Area.

## **3. Scope of the Agreement**

Nothing contained within this MOU binds the Parties beyond the scope or term of this MOU unless the Parties expressly so agree in subsequent agreements, amendments, or contracts. This MOU does not require any commitment of funding beyond that which is voluntarily committed by separate board actions, but recognizes in-kind contributions of RWMG agencies and stakeholders.

## **4. Term of Agreement**

The term of this MOU is from its Effective Date set forth above to the end of the fund expenditure date included in the Proposition 1 Round 2 Implementation Grant Proposal Solicitation Package (PSP) unless extended or terminated by mutual agreement of the Parties.

## **5. Modification or Termination**

This MOU may be modified or terminated with the concurrence of the RWMGs. Modification or termination shall be effective upon execution of a written agreement by all the RWMGs.

## **6. Notice**

Any notices sent or required to be sent to any RWMG shall be mailed and electronically mailed to the representatives designated for each member agency of the RWMGs.

## **7. Funding Uncertainties**

The RWMGs do not guarantee that these coordination efforts and applications for funding will result in actual funding of any specific project. Nothing in this MOU shall be construed as creating a promise or guarantee of future funding. No liability or obligation shall accrue to any Party if DWR does not provide funding in response to any Party’s application. The Parties are committed to planning and

coordinating notwithstanding IRWM funding. The form of such coordination may change based on the sources of funding.

## 8. Indemnification

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Parties, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses, and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with work performed pursuant to this MOU. Such obligation shall not apply to any loss, damage, or injury, as may be caused by the sole negligence or willful misconduct of a Party, its directors, officers, employees, agents, and consultants.

## 9. Miscellaneous Provisions

- A. **Governing Law:** This MOU is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties shall be brought in a court of competent jurisdiction in Imperial, Riverside, or San Bernardino Counties, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.
- B. **Severability and Validity of Provisions:** If any provision of this MOU is held by a court to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
- C. **Arms' Length Negotiations:** This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsels. No provision contained herein shall be construed against any Party because of its participation in preparing this MOU.
- D. **Waiver:** Any waiver by a Party of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective Parties to require from the others exact, full and complete compliance with any terms of the MOU shall not be construed to change the terms hereof or to prohibit the Party from enforcement hereof.
- E. **Execution in Parts or Counterparts:** This MOU may be executed and delivered in any number of parts or counterparts, hereinafter called "Counterpart". When each Party has signed and delivered at least one Counterpart to the other parties hereto, each Counterpart shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the Parties hereto. Facsimile or electronic signatures shall be binding.
- F. **Exclusive Expression of Agreement:** This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown on the attached counterpart signature pages:

On behalf of the Mojave Regional Water Management Group:

Mojave Water Agency

\_\_\_\_\_  
Kathy Cortner, General Manager

\_\_\_\_\_  
Date

Technical Advisory Committee

\_\_\_\_\_  
[insert name], Chairperson

\_\_\_\_\_  
Date

On behalf of the San Gorgonio Regional Water Management Group:

City of Banning

\_\_\_\_\_  
Doug Schulze, City Manager

\_\_\_\_\_  
Date

On behalf of the Coachella Valley Regional Water Management Group

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Jim Barrett  
Coachella Valley Water District

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Reymundo Trejo, P.E.  
Indio Water Authority

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Arden Wallum  
Mission Springs Water District

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Mark Krause  
Desert Water Agency

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Gabriel Martin  
Coachella Water Authority

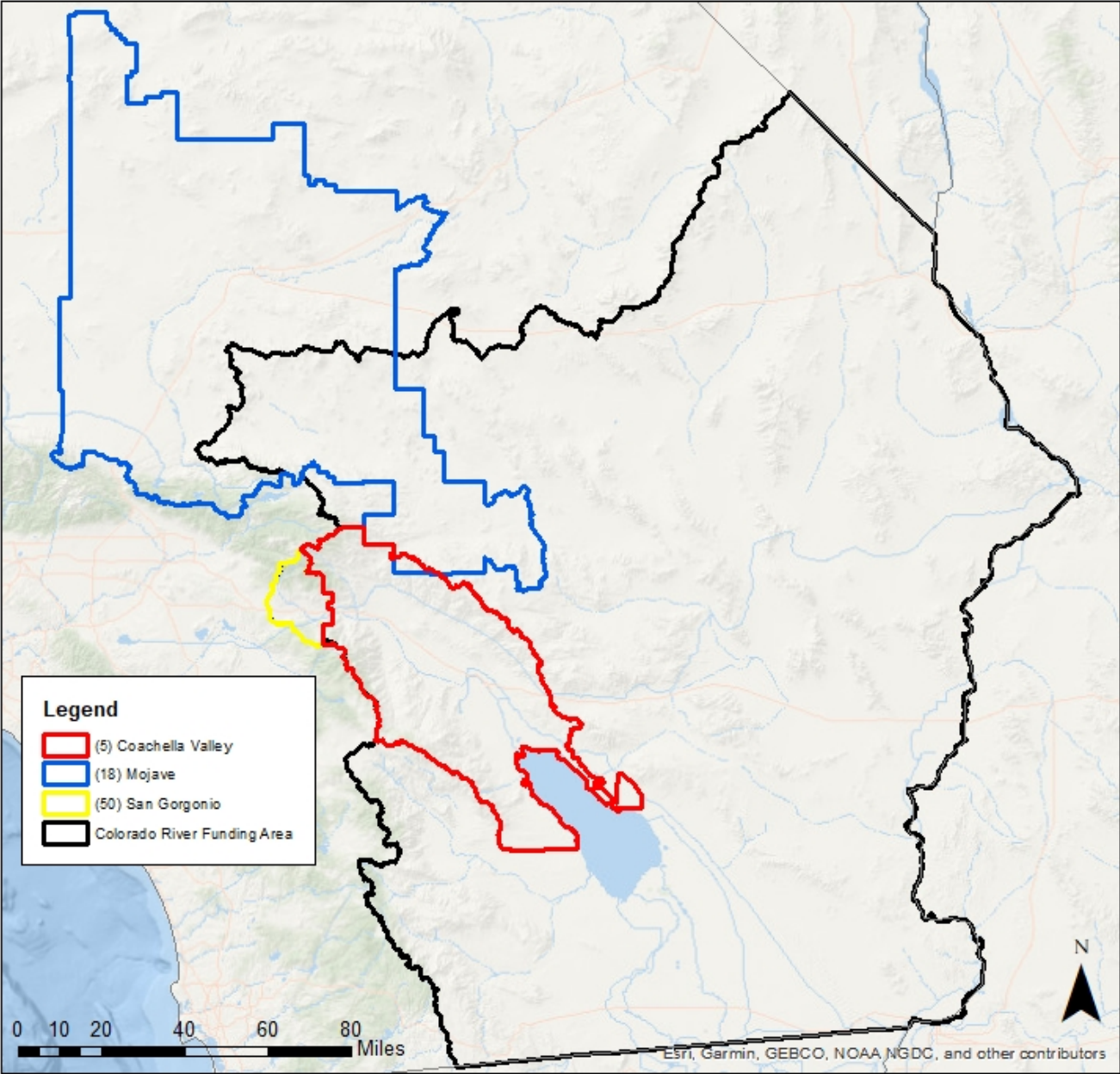
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Beverli Marshall  
Valley Sanitary District

**Attachment A**  
**Colorado River Funding Area and Planning Region Boundaries**

This figure shows the location of the Coachella Valley, Mojave, and San Gorgonio IRWM Planning Regions within the Colorado River Funding Area. Please note that the Mojave IRWM Planning Region spans two Funding Areas: Lahontan and Colorado River, while the Coachella and San Gorgonio IRWM Planning Regions are wholly located in the Colorado River Funding Area.

**Colorado River Funding Area**



**Attachment B**  
**Allocation and Use of Proposition 1 Funds**

Per the December 2019 Proposition 1 Round 1 Implementation Grant Proposal Solicitation Package, a total of \$16,401,530 for Proposition 1 Implementation grants in the CRFA with a total of \$2,250,000 was available for funding of DAC implementation projects and \$14,151,130 for funding general implementation projects. In Round 1, DWR awarded \$7,863,265 to the CRFA with a total of \$787,500 from the available DAC funding and \$7,075,765 from the available general implementation funding. For Round 2, there is a total of \$8,538,265 remaining with \$1,462,500 from the available DAC funding and \$7,075,765 from the available general implementation project funding. The remaining funding will be distributed through the Proposition 1, Round 2 Implementation Grant Solicitation(s), which is anticipated to occur in 2022. This MOU addresses only the Proposition 1, Round 2 Solicitation, which will be allocated in accordance with the amounts shown in the following table. Any unallocated funds will be distributed proportionately to the regions.

<b>Proposition 1, Round 2 Solicitation</b>	
<b>Region</b>	<b>Funding per Region</b>
CVRWMG	\$4,112,755
MRWMG	\$2,512,755
SGRWMG	\$1,912,755
<b>Total</b>	<b>\$8,538,265</b>





**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Nathan Statham, Finance Director -and-  
Celina Jimenez, Grants Manager

**SUBJECT:** Adopt Resolution No. 2021-77 Authorizing the City Manager to Accept a Proposition 56 Tobacco Grant Award from the State of California Department of Justice in the Amount of \$611,655 to Hire a Community Service Officer

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2021-77 authorizing the City Manager to accept a Proposition 56 Tobacco Grant award from the State of California Department of Justice in the amount of \$611,655 and amend the City's public safety contract for police services with the County of Riverside to hire an additional Community Service Officer.

**BACKGROUND:**

The City of Coachella received a grant award from the California Department of Justice (DOJ) for the Proposition 56 – Tobacco Grant Program to hire a Community Service Officer for three (3) full years to conduct tobacco-related education and enforcement activities in the city of Coachella. The intent of this grant is to reduce and prevent the use of tobacco products among youth, teens, and our community at large. These include cigarettes, vape pens, and electronic cigarettes using flavored tobacco products. The grant award amount is \$611,655 and the grant term ends on June 30, 2025.

**DISCUSSION/ANALYSIS:**

The City will be able to use grant funds to pay for a non-sworn Community Service Officer who will be conducting tobacco enforcement programs that include minor decoy operations that test tobacco sellers' compliance with age-verification sale requirements, shoulder tap operations that ask someone of legal age to purchase tobacco products for a minor, and compliance checks to ensure retailers are adhering to tobacco retail laws. In addition, the Community Service Officer will be conducting tobacco prevention related outreach campaigns at middle schools and high schools in an effort to prevent underage smoking.

The budget breakdown is as follows:

POSITION	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL AWARD
Community Service Officer	\$ 136,477	\$ 136,477	\$ 136,477	\$ 409,431
Benefits (for CSO)	\$ 59,408	\$ 59,408	\$ 59,408	\$ 178,224
Mileage/Fuel (for CSO)	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Administrative Costs	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
<b>TOTAL</b>	<b>\$ 203,885</b>	<b>\$ 203,885</b>	<b>\$ 203,885</b>	<b>\$ 611,655</b>

**ALTERNATIVES:**

1. Adopt Resolution No. 2021-77 Authorizing the City Manager to Accept a Proposition 56 Tobacco Grant Award from the State of California Department of Justice in the Amount of \$611,655 and amend the City's public safety contract for police services with the County of Riverside to hire a Community Service Officer.
2. Not accept the Proposition 56 Tobacco Grant Award.

**FISCAL IMPACT:**

The total amount of this grant award is \$611,655, which includes \$5,000 for administrative costs. As part of this action, Council will be appropriating an additional \$105,942 (1/2 of the fiscal 2021/22 grant funding) in the City's General Fund public safety budget and authorizing needed transfers between the City's Grants Fund (152) and General Fund along with corresponding revenue budget adjustments. Future year grant awards will be included in future fiscal year budgets.

**ATTACHMENTS:**

1. Resolution No. 2021-77

**RESOLUTION NO. 2021-77**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO LAW ENFORCEMENT GRANT IN THE AMOUNT OF \$611,655**

**WHEREAS**, the City of Coachella (City) is interested in participating in the Tobacco Law Enforcement Grant Program, which is made available through The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

**WHEREAS**, on April 14, 2021, the City in conjunction with the Coachella Police Department submitted a grant proposal to the DOJ; and

**WHEREAS**, following the City's submittal of a proposal for the Program, on November 18, 2021, the DOJ offered to award the City for a three-year grant program ending June 30, 2025; and

**WHEREAS**, on November 30, 2021, the City submitted a Letter of Intent to Accept the Tobacco Grant Program Award;

**WHEREAS**, grant funds will be used to fund a full-time Coachella Police Department Community Service Officer to conduct tobacco enforcement operations; and

**WHEREAS**, in order to be eligible to receive grant funding, the City must submit a completed Grant Award Memorandum of Understanding to the DOJ;

**WHEREAS**, the City will need to amend its current agreement with the County of Riverside for the provision of police services to the City to include an additional Community Service Officer; and

**WHEREAS**, additional budget appropriations will be necessary to increase the City's fiscal 2021-22 budget appropriations for the increased police contract costs.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Manager or a designated representative is hereby authorized, on behalf of the City, to accept grant funding in the amount of \$611,655 from the State of California DOJ.

**SECTION 2.** The City Manager or designated representative is hereby authorized and directed, on behalf of the City, to execute the grant documents and to submit all documents, including,

without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.

**SECTION 3.** The City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distribution of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this resolution.

**SECTION 4.** The City Manager is hereby authorized and directed to amend the City’s public safety contract for police service through the County of Riverside to accommodate the inclusion of an additional Community Service Officer.

**SECTION 5.** Grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

**SECTION 6.** The City Clerk shall certify as to the adoption of this resolution.

**PASSED, APPROVED, AND ADOPTED** this 8th day of December, 2021.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-77 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8<sup>th</sup> day of December, 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Gabriel D. Martin, PhD, City Manager

**SUBJECT:** Authorize the City Manager to enter into an Agreement in an amount not to exceed \$31,000.00 with Reliable Translations, Inc. to provide Simultaneous Interpreting and Translation Services

**STAFF RECOMMENDATION:**

Authorize the City Manager to enter into an Agreement in an amount not to exceed \$31,000.00 to provide Simultaneous Interpreting and Translation Services, for a 1-year term.

**BACKGROUND:**

Mariel Somers has been providing agenda translation and simultaneous interpreting services for the City of Coachella City Council and Parks and Recreation Commission Meetings since January 2020. Due to additions to her family since she started work with the City, she has declined to continue these services on a regular basis.

Prior to that, Doris Perez Interpreting provided interpreting services for the City of Coachella City Council Meetings from October 2012 to December 2019. The interpreter was asked to switch from continuous to simultaneous interpreting (continuously speaking), and translate the City Council agendas from English to Spanish. When her contract expired, Ms. Perez declined to continue these services on a regular basis.

Simultaneous interpreting is a mode of interpreting in which the speaker makes a speech and the interpreter reformulates the speech into a language his audience understands at the same time (or simultaneously).

Because there are no long pauses for the interpreter to stop and think through the speech during simultaneous interpretation, this type of interpretation allows for a smooth experience for the listeners, as they don't need to wait to understand the message. Simultaneous interpreters have to do their best in a very limited time to keep the tone and the choice of words of the speaker.

Typically, simultaneous interpreting requires a second interpreter after a certain timeframe due to the continuous speaking.

In 2022, we will see the addition Planning, Cultural and Arts, and the Youth Commissions for translation and simultaneous interpreting.

The outreach to submit proposals for interpreters/translators for our agendas and five agency meetings included five. Of those, only two submitted proposals.

Interested bidders submitted a quote to perform simultaneous interpretation from English to Spanish at our meetings, here is the breakdown:

- Two (2) Council Meetings each month
  - 2nd and 4th Wednesday of each month
  - Meetings start at 6:00 p.m. and can last, on average, about 3 ½ hours for each meeting
  - Meetings are held either virtually, or in-person at City Hall, Council Chamber
- Two (2) Planning Commission Meetings each month
  - 1st and 3rd Wednesday of each month
  - Meetings start at 6:00 p.m. and can last, on average, about 1 ½ hour for each meeting
  - Currently, meetings are held virtually. Pre-pandemic, meetings were held at the Civic Center (formerly known as the Permit Center), Hearing Room
- One (1) Parks and Recreation Commission Meeting each month
  - 3rd Tuesday of each month
  - Meetings start at 4:30 p.m. and can last, on average, about 1 ½ hour for each meeting
  - Currently, meetings are held virtually. Pre-pandemic, meetings were held at the Civic Center (formerly known as the Permit Center), Hearing Room
- One (1) Cultural and Arts Commission Meeting each month
  - Regular meeting days, times and average timeframe have not been established.
- One (1) Parks and Recreation Commission Meeting each month
  - Regular meeting days, times and average timeframe have not been established.
- Translate each agenda from English to Spanish
  - Agendas are finalized on Thursday.

### **DISCUSSION/ANALYSIS:**

The proposal were evaluated based upon the following criteria:

- Pricing
- Experience – similar and relevant
- Qualifications
- Completeness of Proposal

The two bids based their quote on hourly rates for the meeting attendance, and per word for agendas. Over the past year, the City Council meeting agendas averaged 1115 words and the meetings lasted an average of 3 ½ hours.

References for Reliable Translations, Inc. from two neighboring cities came back positive. They have interpreters across the USA, and are capable of providing an interpreter as close as possible to Coachella.

Additionally, Reliable Translations, Inc. is the lowest, responsive, responsible bidder:

Name	Main Location	Agenda Price Per Word	Remote/Zoom Attendance Fee	Onsite Fee	Extras/Cancellation Requirements
Reliable Translation	Glendale, CA	\$0.16 per word	\$98 per hour <ul style="list-style-type: none"> <li>• 1.5 hours/\$147 minimum</li> <li>• <i>for 2.5+ hours 2 interpreters</i></li> </ul>	\$98 per hour <ul style="list-style-type: none"> <li>• 2 hours/\$196 minimum</li> <li>• <i>for 2.5+ hours= 2 interpreters</i></li> </ul>	<ul style="list-style-type: none"> <li>• 24 hour cancellation notice</li> <li>• IRS Mileage &gt;25 miles round trip onsite meetings</li> </ul>
Hanna Interpreting Services	Spring Valley, CA	\$0.15 per word <ul style="list-style-type: none"> <li>• 500 word/\$75 minimum</li> </ul>	\$100 per hour <ul style="list-style-type: none"> <li>• 3 hours/\$300 minimum</li> <li>• Billed in 3 hour increments</li> </ul>	\$150 per hour <ul style="list-style-type: none"> <li>• 3 hours/\$450 minimum</li> <li>• Billed in 3 hour increments</li> </ul>	<ul style="list-style-type: none"> <li>• 48 hour cancellation notice during 8am-5pm</li> </ul>

**FISCAL IMPACT:**

The recommendation action will not have a negative impact on the budget as the amount is allocated in the adopted Fiscal Year 2021/2022 budget.

Attachment: Proposed Agreement



December 8, 2021

James Marmolejo  
Reliable Translations, Inc.  
121 W. Lexington Dr. Ste L106D  
Glendale, CA 91203

**Re: Letter of Agreement for Simultaneous Interpretation and Translation for City Council, Planning Commission, Parks and Recreation Commission, Cultural and Arts Commission, and Youth Commission Meetings and Agendas**

Dear Mr. Marmolejo:

This letter shall be our Agreement regarding the Interpretation and Translation described below (“Services”) to be provided by Reliable Translations, Inc. (“Contractor”) as an independent contractor to the City of Coachella for the City Council, Planning Commission, Parks and Recreation Commission, Culture and Arts Commission, and Youth Commission Meetings (“Project”).

The Services to be provided include the following at the contracted rate of \$98.00 per hour:

1. Attend up to two (2) Council Meetings each month and provide Simultaneous Interpretation
2. Attend up to two (2) Planning Commission Meetings each month and provide Simultaneous Interpretation
3. Attend up to one (1) Parks and Recreation Commission Meeting each month and provide Simultaneous Interpretation
4. Attend up to one (1) Culture and Arts Commission Meeting each month and provide Simultaneous Interpretation
5. Attend up to one (1) Youth Commission Meeting each month and provide Simultaneous Interpretation

Additional Services to be provided include the following at the contracted rate of \$0.16 per word:

6. Translate up to seven Council and Commission agendas from English to Spanish within two days

The Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$98.00 for meetings, with a minimum charge of 1 ½ hour for remote/Zoom, or a minimum charge of 2 hours for onsite meetings. For any meetings longer than 2.5 hours, a second interpreter will join the meeting at an additional \$98.00 per hour for simultaneous interpreting. Onsite meetings will incur an additional IRS mileage fee for greater than 25 miles round trip based on the remote office of the interpreter; and \$0.16 per word for translation of agendas. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$31,000.00.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by December 31, 2022, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent

acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by  
Contractor:*

\_\_\_\_\_  
Gabriel D. Martin, PhD  
City Manager

\_\_\_\_\_  
Signature

*Attest:*

\_\_\_\_\_  
James Marmolejo  
Sales & Marketing Director

\_\_\_\_\_  
Andrea J. Carranza  
Deputy City Clerk

\_\_\_\_\_  
Date

*Approved as to Form*

\_\_\_\_\_  
Carlos Campos  
City Attorney

**Category**

**MINIMUM**

**CHARGE**

<b>On-Site Meetings</b>	<b>Rate/hour</b>	<b>2 hours</b>
Spanish	\$98	\$196
Arabic	\$144	\$288
ASL*	\$144	\$288
Cantonese	\$144	\$288
Farsi	\$144	\$288
Hmong	\$182	\$364
Italian	\$144	\$288
Korean	\$144	\$288
Mandarin	\$144	\$288
Somali	\$182	\$364
Russian	\$144	\$288
Tagalog	\$144	\$288
Vietnamese	\$160	\$320

Partner needed for 2.5 hours or more, if simultaneous interpreting is required.

**Other Languages - request quote**

<b>Zoom/Videoconference Meetings</b>	<b>Rate/hour</b>	<b>1.5 hours / except ASL</b>
Spanish	\$98	\$147.0
Arabic	\$144	\$216.0
ASL	\$144	\$288.0
Cantonese	\$144	\$216.0
Farsi	\$144	\$216.0
Hmong	\$182	\$273.0
Italian	\$144	\$216.0
Korean	\$144	\$216.0
Mandarin	\$144	\$216.0
Russian	\$144	\$216.0
Somali	\$182	\$273.0
Tagalog	\$144	\$216.0

Partner needed for 2.5 hours or more, if simultaneous interpreting is required. 2 hour Min, not 1.5 hours

Vietnamese \$160 \$240.0  
**Other Languages - request quote**

Phone Conferences	Rate/hour	1 hour
Spanish	\$98	\$ 98.00
Arabic	144	\$ 144.00
Cantonese	144	\$ 144.00
Farsi	144	\$ 144.00
Hmong	\$182	\$ 182.00
Italian	144	\$ 144.00
Korean	144	\$ 144.00
Mandarin	144	\$ 144.00
Russian	144	\$ 144.00
Somali	\$182	\$ 182.00
Tagalog	\$144	\$ 144.00
Vietnamese	160	\$ 160.00

**Other Languages - request quote**

We charge for additional time in 15 minute increments, rounded to the nearest 15 minutes.  
Mileage will be charged at Standard IRS Reimbursement rate for the year if mileage is > 25 miles round trip.  
Cancellation or no show with less than 24 hours' notice will incur the full charge for the booked time.  
You are committing to the booked time. If the meeting or conference ends early, the booked time is still due.

**VOLUME DISCOUNTS WILL APPLY**

any month exceeding 20 hours booked time used: 2% discount  
any month exceeding 50 hours booked time used: 5% discount

WRITTEN TRANSLATIONS	Professional Translator	ATA certified	Calif Court Cer
Spanish	0.16/word	0.22/word	0.25/word
Arabic	\$0.25	\$0.31	\$0.34
Chinese	\$0.21	\$0.27	\$0.30
Farsi	\$0.25	not tested*	\$0.34
Hmong	\$0.27	not tested*	\$0.36
Italian	\$0.25	\$0.31	\$0.34
Korean	\$0.25	not tested*	\$0.34
Russian	\$0.23	\$0.29	\$0.30

Somali	\$0.25	not tested*	\$0.34
Tagalog	\$0.27		\$0.36
Vietnamese	\$0.27	not tested*	\$0.36

\* American Translators Association does not test in these languages

VOLUME DISCOUNTS WILL APPLY

IF > 20000 WORDS IN A MONTH

2 % discount

IF > 50000 WORDS IN A MONTH

5 % discount

Cancellations are not permitted on written translations since we are obligated to pay the translator in full once the job order is begun.

FLAT RATE MINIMUM OF \$75.00 PER ASSIGNMENT APPLIES



rtified





**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Andrea J. Carranza, Deputy City Clerk

**SUBJECT:** Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

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**STAFF RECOMMENDATION:**

Appoint the members of Council to the various intergovernmental organizations, associations and City subcommittees.

**BACKGROUND:**

The City Council Members represent the City on various intergovernmental agencies and associations that consider policy and legislation, which directly impacts the City. In addition, Council Members serve on City subcommittees (ad hoc and standing) and as liaisons to several entities. In compliance with the requirements of the Maddy Act, Government Code 54972, the attached local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

Also, attached is a completed Fair Political Practices Commission (FPPC) form 806, which has been posted to the City's website. This form is required pursuant to FPPC Regulation 18705.5. Each agency must post on its website Form 806, which lists all the paid appointed positions to which an official will vote to appoint themselves. This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional income of \$250 or more in a 12-month period.

The Mayor will be identifying Council appointments to these Committees.

**FISCAL IMPACT:**

There is no fiscal impact to the General Fund.

Attachments: Appointments List  
FPPC Form 806

**Agency Report of:  
Public Official Appointments**

**A Public Document**


<b>1. Agency Name</b> City of Coachella		<b>California Form 806</b>	For Official Use Only
Division, Department, or Region (If Applicable)  City Council			
Designated Agency Contact (Name, Title)  Andrea J. Carranza, Deputy City Clerk			
Area Code/Phone Number 760-398-3502	E-mail acarranza@coachella.org	Page <u>1</u> of <u>3</u>	Date Posted: <u>09/14/2021</u> <small>(Month, Day, Year)</small>

**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Executive Committee	▶ Name <u>Steven A. Hernandez</u> <small>(Last, First)</small>  Alternate, if any <u>Josie Gonzalez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>125</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Coachella Valley Association of Governments (CVAG) Transportation Committee	▶ Name <u>Steven Hernandez</u> <small>(Last, First)</small>  Alternate, if any <u>Neftali Galarza</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Coachella Valley Association of Governments (CVAG) Homelessness Committee	▶ Name <u>Josie Gonzalez</u> <small>(Last, First)</small>  Alternate, if any <u>Denise Delgado</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Coachella Valley Association of Governments (CVAG) Energy Environmental Resource Committee	▶ Name <u>Neftali Galarza</u> <small>(Last, First)</small>  Alternate, if any <u>Josie Gonzalez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>

**3. Verification**

I have read and understand FPPC Regulation 18705.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

	Andrea J. Carranza	Deputy City Clerk	09/14/2021
<small>Signature of Agency Head or Designee</small>	<small>Print Name</small>	<small>Title</small>	<small>(Month, Day, Year)</small>

Comment: \_\_\_\_\_

**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

<b>1. Agency Name</b> City of Coachella	Date Posted: <u>09/14/2021</u> <small>(Month, Day, Year)</small>
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Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Public Safety Committee	▶ Name <u>Megan Beaman Jacinto</u> <small>(Last, First)</small>  Alternate, if any <u>N/A</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>          </u> Other
Coachella Valley Conservation Commission (CVCC)	▶ Name <u>Steven Hernandez</u> <small>(Last, First)</small>  Alternate, if any <u>Josie Gonzalez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>          </u> Other
Sunline Transit Agency 1) Board 2) Finance Committee 3) Taxi Committee 4) Chairman Executive Committee (\$50x1)	▶ Name <u>Megan Beaman Jacinto</u> <small>(Last, First)</small>  Alternate, if any <u>Steven A. Hernandez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>25</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>          </u> Other
Coachella Valley Mosquito & Vector Control District Board	▶ Name <u>Denise Delgado</u> <small>(Last, First)</small>  Alternate, if any <u>N/A</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>          </u> Other
Riverside County Transportation Commission (RCTC)	▶ Name <u>Steven A. Hernandez</u> <small>(Last, First)</small>  Alternate, if any <u>Denise Delgado</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>          </u> Other
Coachella/Indio Transfer Station Joint Powers Authority	▶ Name <u>Neftali Galarza</u> <small>(Last, First)</small>  Alternate, if any <u>Megan Beaman Jacinto</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>          </u> Other

**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

**1. Agency Name**  
City of Coachella

**Date Posted:** 09/14/2021  
(Month, Day, Year)

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Mountains Conservancy	▶ Name <u>Megan Beaman Jacinto</u> <i>(Last, First)</i>  Alternate, if any <u>Neftali Galarza</u> <i>(Last, First)</i>	▶ <u>12 / 09 / 20</u> <i>Appt Date</i>  ▶ <u>2 Years</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>75</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Southern California Association of Governments	▶ Name <u>Megan Beaman Jacinto</u> <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ <u>12 / 09 / 20</u> <i>Appt Date</i>  ▶ <u>1 Year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>120</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>

# CITY OF COACHELLA

## ELECTED/APPOINTED OFFICIALS, BOARDS, COMMITTEES AND COMMISSIONS LOCAL APPOINTMENTS LIST

**\*AMENDED OCTOBER 21, 2021 (SEE PAGE 7)**

**CALENDAR YEAR 2021**

### ELECTED OFFICIALS

City Council Meetings are held on the second and fourth Wednesday of each month in the Council Chamber of City Hall, beginning at 6:00 p.m.

<b>ELECTED OFFICIALS</b>		<b>TERM EXPIRES</b>
Mayor	Steven Hernandez	November 2022
Mayor Pro Tem	Josie Gonzalez	November 2022
Councilmember	Megan Beaman Jacinto	November 2022
Councilmember	Denise Delgado	November 2024
Councilmember	Neftali Galarza	November 2024
City Clerk	Angela M. Zepeda	November 2024
City Treasurer	Arturo Aviles	November 2024

### APPOINTED OFFICIALS

City Manager	Gabriel D. Martin, PhD
City Attorney	Carlos Campos

In compliance with the requirements of the Maddy Act, Government Code 54972, the following local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

**COACHELLA PLANNING COMMISSION** – *(Meets on the first and third Wednesday of each month at 6:00 p.m. at the Coachella Civic Center located at 53-990 Enterprise Way, Coachella.)*

The City Planning Commission shall consist of five regular members and one alternate member. Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Frank Figueroa	Councilmember Delgado	February 10, 2021	November 2024
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Sahara Huazano	Councilmember Beaman Jacinto	June 26, 2019	November 2022
Miguel Navarrete	Mayor Pro Tem Gonzalez	June 26, 2019	November 2022
Stephanie Virgen	Mayor Hernandez	June 26, 2019	November 2024
Miguel Leal, Alternate	Entire Council	June 26, 2019	November 2022

**OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY (HEALTH AND SAFETY CODE SECTION 34179-34181):** – *(Meetings held as needed.)*

The Oversight Board was created pursuant to California State law that dissolved the Coachella Redevelopment Agency, along with all 400 redevelopment agencies in California, on February 1, 2012. That law, known as AB X1 26, required the City of Coachella, as the successor agency to the Coachella Redevelopment Agency, to create a new Oversight Board to oversee certain fiscal management of former Agency funds and assets.

Oversight Boards direct the staff of the Successor Agency, have fiduciary responsibilities to holders of enforceable obligations, approves actions of the Successor Agency and establishes the Recognized Payment Obligation Payment Schedule. It takes a majority of the Oversight Board to constitute a quorum and to vote to take action.

The California Redevelopment Dissolution Laws mandated the dissolution of the 25 existing Oversight Boards within the County of Riverside and the creation of a single Consolidated Oversight Board overseeing all 25 successor agencies within the County commencing on **July 1, 2018**.

<b>QUALIFICATIONS</b>	<b>APPOINTEE</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Authority to represent the Successor Agency before the Countywide Oversight Board, the Riverside County Auditor-Controller, the State Controller, the California Department of Finance, or any other public body with regards to the Successor Agency business with the Countywide Oversight Board.	Gabriel Martin City Manager	December 8, 2021	Open

**COACHELLA PARKS AND RECREATION COMMISSION** – *(Meets on the third Tuesday of each month at 4:30 p.m. in the upstairs conference room at the Coachella Corporate Yard located at 53-462 Enterprise Way, Coachella.)*

The Coachella Parks and Recreation Commission shall consist of five regular members and one alternate member. Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member’s term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member’s previous nominee.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Rosalio Avila	Mayor Pro Tem Gonzalez	May 26, 2021	November 2022
J. Carlos Ayala	Councilmember Galarza	June 26, 2019	November 2024
Erza Cadena	Councilmember Delgado	May 26, 2021	November 2024
Lesly Figueroa	Councilmember Beaman Jacinto	May 26, 2021	November 2022
Karina Rodriguez	Mayor Hernandez	June 21, 2016	November 2022
Javier Figueroa	<i>Alternate</i>	June 26, 2019	November 2024

**CULTURE AND ARTS COMMISSION** – *(Meeting dates and times for this new Commission have not yet been established. Meetings will be held at the Coachella Civic Center located at 53-990 Enterprise Way, Coachella.)*

The Culture and Arts Commission shall consist of five regular members. Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member’s term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member’s previous nominee.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Yurema Arvizu	Councilmember Delgado	May 26, 2021	November 2024
Keila Cupil	Mayor Pro Tem Gonzalez	May 26, 2021	November 2022
Andrew Gallegos	Mayor Hernandez	May 26, 2021	November 2022
Armando Lerma	Councilmember Beaman Jacinto	May 26, 2021	November 2022
Jonathan Rivera	Councilmember Galarza	May 26, 2021	November 2024

**COUNCIL SUB-COMMITTEES**

**Building/Code Enforcement/Public Safety Sub-Committee** – *(Meetings called as needed)*

- Denise Delgado, Councilmember
- Megan Beaman Jacinto, Councilmember
- City Manager
- Development Services Director
- City Engineer
- Police Chief
- Battalion Chief
- Finance Director
- Permit Technician *(Support Staff)*

**Economic Development/Planning Sub-Committee** – *(Meetings held on the 1<sup>st</sup> Thursday of each month at 5:00 p.m.)*

- Steven Hernandez, Mayor – Chair
- Denise Delgado, Councilmember
- City Manager
- Development Services Director
- Economic Development Manager
- Finance Director
- Deputy City Clerk *(Support Staff)*

**Senior Citizens Advisory Sub-Committee** – *(Meetings called as needed, if held, on the 3<sup>rd</sup> Wednesday of the month at 1:00 p.m.)*

- Josie Gonzalez, Mayor Pro Tem
- Neftali Galarza, Councilmember

Public Works Director  
Senior Center Coordinator (*Support Staff*)

**Engineering/Public Works/Water-Sewer Sub-Committee** – (*Meetings called as needed.*)

Steven Hernandez, Mayor  
Denise Delgado, Councilmember  
City Manager  
Development Services Director  
Economic Development Manager  
Finance Director  
Utilities Department Assistant (*Support Staff*)

**Sister City Sub-Committee** – (*Meetings called as needed.*)

Steven Hernandez, Mayor  
Josie Gonzalez, Mayor Pro Tem  
City Manager  
Economic Development Manager

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS** – *Dark during the months of March, July, August, October and December\**

**Executive Committee** – (*Meetings held on last Monday\* at 4:30 p.m.*)

Steven Hernandez, Mayor, Member  
Josie Gonzalez, Mayor Pro Tem, Alternate  
City Manager, Staff

**CVAG COMMITTEES** – (*Continued*)

**Transportation Committee** – (*Meetings held on 1<sup>st</sup> Monday\* at 10:00 a.m.*)

Steven Hernandez, Mayor, Member  
Neftali Galarza, Councilmember, Alternate  
City Engineer, Staff

**Homelessness Committee** – (*Meetings held on 3<sup>rd</sup> Wednesday\* at 10:00 a.m.*)

Josie Gonzalez, Mayor Pro Tem, Member  
Denise Delgado, Councilmember, Alternate  
Economic Development Manager, Staff  
Development Services Director, Staff, Alternate

**Energy/Environmental Resources** – (*Meetings held on 2<sup>nd</sup> Thursday of each month at 12:00 noon*)

Neftali Galarza, Councilmember, Member  
Josie Gonzalez, Mayor Pro Tem, Alternate  
Assistant to the City Manager, Staff



**Public Safety** – *(Meetings held on 2<sup>nd</sup> Monday\* at 9:00 a.m.)*

Megan Beaman Jacinto, Councilmember, Member  
City Manager, Staff  
Police Chief  
Battalion Chief

**Technical Planning Sub-Committee** – *(Meetings held on 3<sup>rd</sup> Tuesday\* at 11:00 a.m.)*

Development Services Director, Staff  
Senior Planner, Staff, Alternate

**Transportation Technical Advisory Sub-Committee** – *(Meetings held on 4<sup>th</sup> Monday\* at 10:00 a.m.)*

City Engineer, Staff  
Public Works Director, Staff, Alternate

**Solid Waste and Recycling Technical Working Group** – *(Meetings are held quarterly on 2<sup>nd</sup> Monday at 3:00 p.m.)*

Public Works Director, Staff  
Environmental/Regulatory Program Manager, Staff, Alternate

**JPA/ Coachella Valley Conservation Commission (CVCC)** – *(Meetings held on 2<sup>nd</sup> Thursday of each month at 11:00 a.m.) Dark each March, August, October and December.*

Steven Hernandez, Mayor, Member  
Josie Gonzalez, Mayor Pro Tem, Alternate

**SUNLINE TRANSIT AGENCY** – *(Meetings are held on 4<sup>th</sup> Wednesday of each month at noon in the Board Room, 32505 Harry Oliver Trail, Thousand Palms)*

Denise Delgado, Councilmember, Member  
Megan Beaman Jacinto, Councilmember, Alternate

**COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT BOARD** – *(Meetings are held every 2<sup>nd</sup> Tuesday of each month at 6:00 p.m. at the District's Ben Laflin Administration Building, 43-420 Trader Place, Indio. Trustees are appointed for a fixed term of either two (2) or four (4) years,*

Denise Delgado, Councilmember (Term Expires January 2023)  
Public Works Director, Staff

**PALM SPRINGS INTERNATIONAL AIRPORT COMMISSION** – *(Meetings held on 3<sup>rd</sup> Wednesday of each month at 5:30 p.m. The City representative(s) may be council members, community members or staff.)*

City Manager, Member (Term Expires June 30, 2023)

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION** – *(Executive Meetings are held at 9:00 a.m. on the 2<sup>nd</sup> Wednesday of each month; and the Budget and Implementation meetings are held at 9:30 a.m. on the 4<sup>th</sup> Monday of each month at the County of Riverside Administrative Center, 4080 Lemon Street, Riverside. Video teleconferencing is available from La Quinta City Hall.*

Steven Hernandez, Mayor, Member – **Executive**  
Denise Delgado, Councilmember, Member – **Budget and Implementation**  
City Engineer, Staff, TAC Member  
Public Works Director, Staff, TAC Alternate

**PUBLIC ENTITIES RISK MANAGEMENT AUTHORITY (PERMA)** – (Meetings at the DoubleTree Resort 67-967 Vista Chino, Cathedral City. Held quarterly, 1<sup>st</sup> Thursday of last month of each quarter.)

Human Resources Manager, Staff, Member  
Finance Director, Staff, Alternate

**ABANDONED VEHICLE AUTHORITY** – *(Meetings held quarterly. Date and location for next meeting are announced at each meeting. Locations hosted by different cities.)*

Finance Director, Member  
Code Compliance Manager, Alternate

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** – *Three assignments: 1) Community, Economic and Human Development Committee (CEHD) – (Meetings are held from 10 a.m. – 12:00 noon, followed by the 2) Regional Council (RC) from 12:15 – 2:00 p.m.) on the first Thursday of each month; and 3) Legislative/Communications and Membership Committee (LCMC) meets from 8:30 a.m. – 10:00 a.m. on the 3<sup>rd</sup> Tuesday of each month in Los Angeles at 818 W. 7th Street, 12th Floor; contact number is 213-236-1800).*

Megan Beaman Jacinto, Councilmember, Member

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** – **General Assembly** – *(Meetings are held at least once every year (usually in April or May).*

Megan Beaman Jacinto, Voting Delegate

**COACHELLA/INDIO WASTE TRANSFER STATION JOINT POWERS AUTHORITY** – *(Meetings held at as needed, at Coachella City Hall located at 1515 Sixth Street, Coachella.)*

Neftali Galarza, Councilmember, Board Member  
Megan Beaman Jacinto, Councilmember, Board Member  
Josie Gonzalez, Board Member, Alternate  
Public Works Director, Staff

**WASTE MANAGEMENT CONTRACT AMENDMENT - AD HOC COMMITTEE** – *(Held as needed.)*

Megan Beaman Jacinto, Councilmember  
Steven Hernandez, Mayor

**NPDES TASK FORCE** – *(Meetings held first Wednesday of each month at 10 a.m.)*

Environmental/Regulatory Program Manager, Member  
Sanitary Superintendent, Member

**CHAMBER OF COMMERCE LIAISON** – *(Meetings held as needed)*

Josie Gonzalez, Mayor Pro Tem  
Neftali Galarza, Councilmember  
Assistant to the City Manager, Staff  
Executive Assistant, Staff

**JOINT WATER POLICY ADVISORY COMMITTEE MEETING** – *(As needed at CVWD'S Coachella office, 85-995 Avenue 52, Coachella, Rummonds Training Room.)*

Steven Hernandez, Mayor, Member  
Megan Beaman Jacinto, Councilmember, Member  
Josie Gonzalez, Mayor Pro Tem, Alternate Member  
Utilities Manager, Staff

**COACHELLA VALLEY ANIMAL CAMPUS COMMISSION** – *(Meetings held on 2<sup>nd</sup> Thursday, every three months (quarterly) at 9:30 a.m. at the Coachella Valley Animal Campus, 72-050 Pet Land Place, Thousand Palms, CA 92276)*

Denise Delgado, Councilmember, Member  
City Manager, Staff

**ENERGY CONSUMERS ADVISORY COMMITTEE** – *(Meetings held at 6:00 p.m. on the 1<sup>st</sup> Monday of each month (unless that date falls on a holiday, then it will be held the following Monday). Committee members are appointed for four-year staggered terms and must reside in the IID boundary area for the Coachella Valley. Meetings shall be held, alternately, in the Imperial Irrigation District's William R. Condit Auditorium at 1285 Broadway, El Centro; and in Imperial Irrigation District Board Room, 81- 600 Avenue 58, La Quinta.*

Neftali Galarza, Councilmember, Member (Term Expires December 2022)  
Denise Delgado, Councilmember, Member (Term Expires December 2024)  
Public Works Director, Staff

**\* NEW COACHELLA VALLEY ENERGY COMMISSION** – *(Meetings held at 4:00 p.m. on the second Thursday of each month. Meetings may be held at the IID Boardroom at its La Quinta Headquarters, 81-600 Avenue 58*

*La Quinta, or rotating at member agency locations. Commission members are appointed for one-year terms with no term limits, and must reside within the IID boundary area for the Coachella Valley. (New for 2021)*

Steven Hernandez, Mayor, Member (Term Expires December 2022)

**COACHELLA VALLEY MOUNTAINS CONSERVANCY** – *(Meetings held at 3:00 p.m. on the 2<sup>nd</sup> Monday of January, March, May, July, September and November at Conference Room 115, 73-710 Fred Waring Drive, Palm Desert. Terms are for 2-years. Appointees must be either the Mayor or a Councilmember.)*

Megan Beaman Jacinto, Councilmember, Member (Term Expires December 2020 – 2-year term)  
Neftali Galarza, Councilmember, Alternate  
Development Services Director, Staff, non-member

**DILLON ROAD JOINT POWERS AUTHORITY** – *Board Members are represented by the City Coachella, Twenty-Nine Palms Band of Mission Indians, and Cabazon Band of Mission Indians. Each director and alternate shall serve for a term of two (2) years. At least one regular meeting shall be held each fiscal quarter on the 2<sup>nd</sup> Thursday of each month at 3:00 p.m. at rotating locations of the member agencies.*

Steven Hernandez, as Member (Term Expires December 2022 – 2-year term)  
Josie Gonzalez, as Member (Term Expires December 2022 – 2-year term)  
Denise Delgado, as Alternate Member (Term Expires December 2022 – 2-year term)

I, Andrea J. Carranza, Deputy City Clerk of the City of Coachella, do hereby declare, pursuant to California Government Code Sections 54970 - 54974, that the foregoing list was posted on the City’s website on or before December 31, 2021.

Andrea J. Carranza, MMC  
Deputy City Clerk



**TO:** Honorable Mayor and City Council Members

**FROM:** Nathan Statham, Finance Director &  
Carlos Campos, City Attorney

**SUBJECT:** Updates to the City's Purchasing & Procurement Ordinance

**STAFF RECOMMENDATION:**

Staff recommends that City Council adopt the proposed changes to the City's Purchasing and Procurement Ordinance along with the related resolutions setting purchasing and competitive procurement thresholds and electing to be subject to the Uniform Public Construction Cost Accounting Act.

**EXECUTIVE SUMMARY**

The City's current purchasing and procurement ordinances are inconsistent with current service and materials costs and are out of date with purchasing practices and regulations. The City Attorney's office conducted a survey of valley cities for purchasing authority thresholds and increases to the City's purchasing authority thresholds are recommended based on the survey results. City finance and legal evaluated state and federal purchasing regulations and are recommending the City adopt regulatory limits for public works contracts and federal expenditures. Additionally, there are a significant number of proposed changes incorporated for clarifications and to streamline procurement processes.

The City's purchasing a procurement ordinance is designed to implement approval limits and provide a structural framework for City departments to obtain the goods and services necessary to provide City services to residents. There are countless purchasing situations the City faces. The purchasing ordinance is designed to provide specific authority thresholds and a procedural procurement framework. At the same time, the purchasing ordinance needs to be broad enough to accommodate a wide variety of situations. The finance department derives operational procedures and provides administrative guidance to departments during normal operations based on the purchasing ordinance.

The goal of a fiscally sound purchasing ordinance is to balance the costs from staff time spent following the procedures with the savings the City can obtain from the procedures. For example, if it takes City staff ten hours to prepare an RFP, publish the RFP, review the results and select a respondent at an average hourly cost of \$100 per hour, the savings from the RFP process should exceed \$1,000.

It is also imperative that a purchasing ordinance be consistent with City operations so it can be followed with reasonable ease. There are very few restrictions on how broad of a policy City

Council adopts, but compliance with the purchasing policy is reviewed on an ongoing basis by the finance department and external auditors. If the purchasing ordinance is inconsistent with City procedures, exceptions are likely occur which will result in audit findings, wasted staff time and improper goods and service being procured. The recommended changes to the City’s purchasing ordinance are consistent with current City needs and represent a reasonable cost benefit trade off that will allow for City staff to address the purchasing needs of the City.

**BACKGROUND:**

The City’s current purchasing and procurement ordinance was last revised in 2003 (Ordinance 893) with the exception of a local preference provision added in 2013. Purchasing authority limits and competitive procurement thresholds were included in the 2003 ordinance. These limits are based on purchasing needs and cost levels from 2003 that are inconsistent with needs and current materials and service costs.

In 2014 the Office of Management and Budget implemented Uniform Guidance for all federal awards. Included in the implementation were certain requirements for purchasing policies applicable to the expenditure of federal funds. The City’s purchasing ordinance was not updated per the requirements and has been out of compliance in this regard.

The City Attorney’s office conducted a Coachella Valley wide purchasing dollar limit approval threshold survey. A summary of the survey results is shown below:

	Department	City
	Director	Manager
<b>Palm Desert</b>	25,000	50,000
<b>Indian Wells</b>	5,000	25,000
<b>La Quinta</b>	15,000	50,000
<b>Indio</b>	5,000	75,000
<b>Cathedral City</b>	75,000	75,000
<b>Palm Springs</b>	25,000	25,000
<b>Rancho Mirage</b>	25,000	25,000

**PROPOSED SUBSTANTIVE AMENDMENTS**

1. **Purchasing Authority (Resolution 2021-74)** – The current purchasing authority threshold is \$15,000 for the City Manager with all amounts exceeding the threshold subject to approval by City Council. Based on internal policies, the purchasing authority threshold for department directors is \$2,500.
  - The proposed thresholds would be \$25,000 for the City manager and \$10,000 for department directors.
2. **Competitive Procurement - Public Works Contracts** – The City did not previously elect to become subject to the Uniform Public Construction Cost Accounting Act. As a result, the City was unintentionally subject to a statutory formal bid process for projects exceeding \$5,000.
  - The proposed changes would include electing to become subject to the Uniform Public Construction Cost Accounting Act (Resolution 2021-75). Once this election is made, the formal and informal competitive procurement thresholds are set by

the state of California and are adjusted annually for inflation. Currently the thresholds are set so that projects \$60,000 and under are not subject to competitive procurement, contracts over \$60,000 and under \$200,000 will be subject to informal bidding and projects over \$200,000 are subject to formal bidding.

3. **Competitive Procurement - Federal Funds** – The current ordinance does not address federal funds specifically.
  - The proposed changes are to adopt the competitive procurement thresholds under the Uniform Guidance applicable to expenditures of federal awards. Thresholds are currently set at \$10,000 “micro purchases” for situations where competitive procurement procedures are not required and \$250,000 for “simplified acquisition” where informal procurement procedures can be followed.
4. **Competitive Procurement for General Goods and Services (Resolution 2021-74)** – The current ordinance requires competitive procurement for purchases over \$2,500 except for professional services agreements where the threshold is set at \$15,000.
  - The proposed competitive procedures thresholds represent a tiered approach increasing the \$2,500 threshold to \$5,000 where no competitive procurement is required. Informal competitive procurement procedures will be required for purchases over \$5,000 but under \$75,000. Purchases over \$75,000 will require formal bidding procedures.
5. Two exceptions were added to the proposed ordinance:
  - **Reoccurring as needed service agreements** – these agreements are designed to provide services that are unknown in quantity. For example, the procurement of plan review services is unknown when the agreement is setup and fluctuates dramatically with the number, size and nature of the projects submitted to the City. For this example, this exception allows the Development Services Department to compare hourly rates between firms that provide planning review services selecting the lowest hourly rate firm (presumed fully qualified). Once selected, the number of planning review services requested is not affected by total price since the services are attributed to many different developments through the course of the year.
  - **Individual Specific Agreements** – in certain circumstances the City needs to hire an individual who works for a consulting firm or is a 1099 employee. In these circumstances, the City provides direct supervision of work performed and is evaluating the resume of the individual in question. Procurement in these circumstances is more akin to an employment determination than a procurement.
6. **Surplus goods de minimus threshold** – the current threshold is set at \$2,500, the proposed threshold is \$5,000 consistent with the City’s capitalization policy.

#### **FISCAL IMPACT:**

The fiscal impact of this action cannot be directly determined. It is staff’s opinion that these updates will provide clarity and efficiencies to the City’s purchasing and procurement process that will result in overall savings through reduced staff and City Council time spent reviewing and approving purchases.

#### **ATTACHMENTS:**

1. Ordinance 1191 – Recommended purchasing ordinance
2. Resolution No. 2021-74 – Setting purchasing and competitive procedure thresholds
3. Resolution No. 2021-75 – Electing to become subject to the uniform public construction cost accounting act
4. Current purchasing and procurement ordinance (Municipal Code Chapter 4 Section 8)
5. Purchasing authority threshold survey – performed by BB&K



**ORDINANCE NO. 1191**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, REPLACING THE CITY'S PURCHASING ORDINANCE AS SET FORTH IN CHAPTER 4.08 OF THE CITY OF COACHELLA MUNICIPAL CODE**

**WHEREAS**, updating the City of Coachella's purchasing ordinance will make the City more effective, efficient, fiscally responsible and better reflect the City's operating procedures for procurement; and

**WHEREAS**, on December 8, 2021, the City Council conducted a legally noticed public hearing on the proposed Code Amendments, and considered public testimony and materials in the staff report and accompanying documents and exhibits.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, RESOLVES AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are hereby adopted by the City Council and incorporated as set forth in this section.

**Section 2. Amendment.** Chapter 4.08 of Title 4 of the City of Coachella Municipal Code is hereby replaced in its entirety to read as follows:

**“Chapter 4.08 – PURCHASING**

**4.08.10 Purpose of this Chapter**

This section is hereby adopted in order to establish efficient policies and procedures for the procurement of public goods and services at best overall value to the City, to exercise positive financial control over purchases and procurements, to clearly define authority for the purchasing function, and to comply with all applicable laws in a professional and ethical manner.

**4.08.20 Definitions**

For the purposes of this Chapter, the following words and terms, shall be construed with the following definitions:

A. **“Best value”** means the overall value provided to the City including price, competency, availability, quality and any other factor including setup costs, staff time, and levels of certainty that collectively provide lower overall costs irrespective of the quoted price. Best Value is the result of a comprehensive analysis of known variables and the determination of the total cost to the City.

B. **"Coachella Valley"** means the nine incorporated cities of the Coachella Valley, and the unincorporated areas of Riverside County in the Coachella Valley that are located within the boundaries of the Coachella Valley Association of Governments.

C. **“Federal funding purchases”** means any purchase of goods or services paid for with federal funds (including partial federal funding) or federal pass through funds.

D. **“General services”** means the furnishing of labor, time, or effort by a contractor for non-professional services as the city may, from time to time, find necessary and proper for the functioning of the city. Examples include, but are not limited to, janitorial, uniform cleaning, or other services which do not require any unique skill, special background or training.

E. **“General goods”** means any and all supplies, materials, articles, things, or property, other than real property, furnished to be used by the city.

F. **“Local business”** means a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

G. **“Maintenance services”** means:

1. Routine, recurring, and usual work not considered a Public Works Contract for the preservation or protection of a publicly owned, or publicly operated facility for intended purposes;
2. Minor repainting or resurfacing;
3. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and
4. Work performed to keep, operate and maintain publicly owned water or waste disposal systems;
5. Other similar services that are generally classified as maintenance.

H. **“Professional services”** means services provided by a person, company, corporation, or firm engaged in a profession based on a generally recognized special knowledge, skill, license, and/or certification to perform the work including, but not limited to, the professions of accountant, attorney, artist, architect, landscape architect, construction manager, engineer, environmental consultant, dentist, physician, training or educational consultant, or land surveyor, and whose services are considered distinct and unique.

I. **“Public works contract”** means:

1. A contract for the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind as defined in the California Public Contract Code;
2. Work in or about streams, embankments or other works for protection against overflow;
3. Street or sewer work except maintenance or repair; and
4. Furnishing supplies or materials for any such project,.

J. **“Request For Proposal (“RFP”)”** means a document that solicits firms to submit a proposal to perform the scope of work associated with a proposed project. Cost is not the sole basis for selection in an RFP; other qualifications including experience, turnaround time and approach to work are important factors when evaluating proposals. RFPs are project specific and preparation requires general knowledge of the project.

K. **“Request For Qualification (“RFQ”)”** means a document that solicits firms to submit information about their qualification and capabilities to perform the type of work associated with a proposed project. The preparation of an RFQ generally does not require specific project knowledge or scope. An RFQ may be used as a pre-qualification step to engaging a service provider. If an RFQ is required, only those candidates who successfully respond to it and meet the qualification criteria will be included in the subsequent RFP process. An RFQ will contain specific reference to selection criteria.

L. **“Goods and/or Services”** is/are used as an inclusive description for general goods and/or services, maintenance services, or professional services irrespective of whether the goods and/or services are related to federal funding purchase, maintenance services or public works contracts.

#### **4.08.30 Purchasing Authority**

The authority to purchase goods and services shall be delegated by resolution of city council based on dollar limit thresholds. The city manager or finance director will bring recommended modifications to purchasing authority limits to city council from time to time as deemed necessary. Recommended modifications under this section will be based on an evaluation of the costs associated with imprudent purchases versus the costs associated with city staff and council time required to analyze and approve purchases. Factors such as inflation and local purchasing practices should be considered when making this determination.

#### **4.08.40 Purchasing Policy Procedures.**

A. **Procurement Guidelines.** The finance director shall implement policies and procedures governing the procurement of public projects, goods and services for the city consistent with this Chapter. Said procedures and policies may be amended as needed to address operational issues as they arise.

**B. Rejection of Bids and Proposals.** At its discretion, the city council or city manager may reject any and all bids, proposals, quotations, or prices and take any other action deemed appropriate for the procurement of public projects, goods and services.

**C. Required Procedures.** More specific procurement methods shall be used if required by federal and state law, or where federal or state funds are involved in the contract to be awarded, or when required under a grant agreement, or when the city council or city manager determines it is in the best interest of the city to do so.

**D. Appropriations Requirement.** No contract or purchase shall be made unless the city manager or finance director shall have first confirmed that there is an appropriation in the fund against which such expenditure is to be charged sufficient to cover the amount of purchase or contract, unless in cases of emergency or where the immediate procurement is deemed to be in the immediate best interest of the City.

**E. Unauthorized Purchases.** No officer or employee of the city shall request a firm to deliver goods and/or services to the city without prior authorization by the city manager, department director or city council (depending on applicable approval limit). Such purchases are void and not considered an obligation of the city.

**F. Performance Bonds.** The city manager shall have authority to require a performance bond before entering a contract in such an amount necessary to protect the best interests of the city. The city manager shall have the authority to release the required performance bonds once the initial need to protect the best interest of the city is deemed reasonably mitigated.

**G. Review and Approval of Plans and Specifications.** The city engineer, or qualified designee(s), is authorized to review and approve engineering plans for all public projects. This shall include the working details, drawings, plans and specifications prepared for every public works project, including emergency and change order work, which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

**H. Master Agreements.** The city may enter into master agreements, under which city staff purchases goods and services, including but not limited to on-call services. Master Agreements shall have a not-to-exceed cost limit and be subject to the procurement requirements of this Chapter based on the not-to-exceed value.

**I. Split Purchases.** A split purchase occurs when the quantity of a required goods or service is known prior to the initial purchase, and is divided into multiple purchases in order to avoid the requirement for obtaining bids or proposals. Split purchases are prohibited, may be misdemeanors under State law if public bidding is required, and are generally considered fraud, waste, and/or abuse and in violation of best practices standards.

**J. Subsequent Contract Awards, Amendments, Extensions or Renewals.** Notwithstanding anything herein to the contrary, the city manager shall not award a subsequent contract to the same individual or entity for the same or similar services on

the same project, or amend, extend or renew such a contract, without obtaining approval authority by the city council, when the award, amendment, extension or renewal will result in the city paying an aggregate amount in excess of the approval authority of the city manager to the individual or entity in any given fiscal year.

#### **4.08.50 Protest Procedure**

A. **Right to Protest.** Prior to city making the award of a contract, any responsible bidder or proposer in connection with the procurement of the contract may protest the award. A subcontractor of a bidder or proposer may not submit a protest. This Section shall apply to all contracts awarded by the city council through a formal competitive process, including but not limited to a formal bidding process or formal RFP or RFQ process. The protest procedure does not apply to contracts that are awarded at the city staff level or through a non-competitive process (e.g., by sole source). The protest procedure is solely to serve the public interest and obtain finality of city contract awards.

B. **Timing of Protest.** The protest shall be submitted in writing within the following times:

1. For the protest of another bidder's bid, five (5) working days after the bid opening date.
2. If the city issues a notice of intent to reject a bid or any other determination of a bid, then the protest shall be submitted in writing within five (5) calendar days following the issuance of the notice and prior to the date of the contract award.
3. Untimely protests will not be considered and will be deemed waived.

C. **Contents of Protest.** The protest shall identify and explain the factual and legal grounds for the protest and include all relevant and supporting documentation. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

D. **City Response.** If the protest is timely and complies with the above requirements, the city shall review the protest, any response from the challenged bidder(s), and all other relevant information and provide a written decision to the protestor.

E. **Effect of Failure to Comply with Protest Procedures.** The procedures set forth in this Section are mandatory and are the sole and exclusive remedy of a bidder or proposer to dispute the award of a contract. A protest that does not comply with these procedures may be summarily rejected.

F. **Conflicts.** The protest procedure contained in this section shall not apply if a particular procurement solicitation contains a different protest procedure.

#### **4.08.60 Competitive Procurement**

The total estimated contract amount for the cost of goods and services determines the competitive procurement procedures and procurement methods that must be followed, as described below:

A. **General** The competitive procurement thresholds for general goods and services will be set by resolution of the city council. The city manager or finance director will from time to time evaluate the general procurement thresholds to determine adequate levels considering the expected benefits from lower prices obtained through competitive procedures versus the costs incurred by the city through the use of city staff time to perform the competitive procurement procedures. Modifications to the thresholds will be recommended to city council as deemed necessary.

The city council may dispense with the formal bid process for goods if the city council finds that a formal RFP process would be more beneficial to the city or if the city council finds that the need to compare different products and/or negotiate the best value would be better achieved through the formal RFP process.

B. **Public Works Contracts** The thresholds for bidding of public works contracts shall be subject to the California Uniform Public Construction Cost Accounting Act (Public Contract Code sections 22000 et seq.) as adopted by resolution of city council.

C. **Expenditures of Federal Funds** The threshold for bidding of projects funded with federal funds will be consistent with 2 CFR Part 200 Uniform Guidance where the Office of Budget and Management sets and periodically amends competitive procurement thresholds. Where a project is a public works contract funded with federal funds, the lower competitive bidding threshold will apply. This requirement is applicable if any part of the public works contract is funded with federal funds.

#### **4.08.70 Informal Quote Process**

A. **Soliciting Quotes or Proposals.** City staff shall solicit via posted notice, telephone request, mail, email, fax or any other reasonable solicitation method, price quotes or proposals documented in writing. If unable to obtain a minimum of three (3) price quotes, staff shall document that reasonable efforts were made to obtain price quotes or proposals including, that a notice was posted for not less than seven (7) calendar days; that there were no other vendors to solicit price quotes or proposals from; or that they solicited to other vendors and two or more declined to provide a quote or proposal.

B. **Award of Contract.** Award shall be made to the vendor providing the best value.

#### **4.08.80 Informal Bidding Procedures.**

A. **Required Process.** The informal bidding procedures shall comply with all aspects of state and local law governing formal competitive bidding, including, but not limited to, the Government Code, Labor Code, Uniform Guidance under 2 CFR Part 200, resolutions of the city council as may be adopted from time to time, this Chapter, and

policies and procedures as the city manager or finance director may implement from time to time as applicable.

**B. Notice Inviting Bids.** At a minimum, a notice inviting bids shall: (1) describe the project; (2) state how to obtain more detailed information about the project; and (3) state the date, time and place for the submission of bids. The notice shall be advertised in the most expedient manner possible maximize the number of qualified respondents. Notices inviting bids will be sent by the advertising City Department to a list of qualified contractors.

**C. Bid Submission.** Bids shall be submitted to the advertising city department and shall be clearly identified by the department with a bid number. The receiving city department will track all bids received.

**D. No Bids.** If no bids are received, the city department or council may have the procurement done in any manner deemed prudent without further complying with this Chapter.

**E. Award of Contract.** If awarded, the contract shall be awarded to the lowest responsible bidder submitting a responsive bid. If two or more bids received are the same amount, the city council may decide which bid to accept and award.

**F. Rejection of Bids.** The city council or city manager may, at their sole and absolute discretion, reject any one or more items of a bid, reject any and all bids, or waive any irregularities or informalities in the bids or bidding process if deemed to best serve the interests of the city.

#### **4.08.90 Formal Request for Proposal (RFP)/Request for Qualifications (RFQ) Process**

The formal RFP or RFQ process shall be utilized to engage services on the basis of best value to the city. The following minimum guidelines and procedures shall be implemented:

**A. Notice Inviting RFQs or RFPs.** At a minimum, the notice inviting RFQs or RFPs shall: (1) describe the project; (2) state how to obtain more detailed information about the project; (3) state the date, time and place for the submission of qualifications or proposals; (4) describe general parameters for evaluation and selection; and (5) include any other information required by state or local law.

**B. Published Notice.** City staff shall solicit RFQs or RFPs via published notice in a newspaper of general circulation and/or the city's website at least ten (10) calendar days before the date for receiving qualifications or proposals, unless exigent circumstances call for a shorter time.

C. **Review of Qualifications or Proposals.** Proposals shall be evaluated based on the evaluation and selection criteria established by the city.

D. **Award.** Award for professional services contracts shall be to the respondent offering the best value to the city, in the city's sole and absolute discretion.

E. **Rejection of Proposals.** The city manager or city council may, in its sole and absolute discretion, reject all proposals presented and re-advertise.

#### **4.08.100 Formal Public Works Contract Bidding Process**

A. **Required Process.** The formal bidding process shall comply with all aspects of state and local law governing formal competitive bidding, including, but not limited to, the Public Contract Code, Government Code, Labor Code, Uniform Guidance under 2 CFR 200, resolutions of the city council as may be adopted from time to time, this Chapter, and policies and procedures as the city manager or finance director may implement from time to time as applicable.

B. **Notice Inviting Formal Bids.** Notice inviting formal bids shall be provided. Notices shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. At a minimum, the notice inviting formal bids shall: (1) describe the project; (2) state how to obtain more detailed information about the project; (3) state the date, time and place for the submission of sealed bids; and (4) include any other information required by state or local law.

C. **Published Notice.** The notice shall be published at least ten (10) calendar days before the date of opening the bids in a newspaper of general circulation and on the city's website. Notice shall be published at least twice not less than five (5) calendar days apart.

D. **Bidder's Security.** All bids shall be presented under sealed cover accompanied by one of the following forms of bidder's security: (a) cash; (b) cashier's check made payable to the city; or (c) a bidder's bond executed by an admitted surety insurer made payable to the city. Such security shall be an amount at least equal to ten percent of the bid amount. No bid shall be considered unless security in the form above set forth is enclosed with the bid.

E. **Forfeiture of Security.** If the successful bidder fails to execute the contract, the bidder's security shall be forfeited to the city. The city council may on refusal or failure of the successful bidder to execute such contract award the contract to the next lowest responsible bidder. If the city council awards the contract to the second lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second low bid. The surplus, if any, shall be utilized to offset any and all costs of preparation and printing of plans, specifications, estimates of cost, publication of notices, and any surplus remaining shall be returned to the lowest bidder who fails to execute the contract.



F. **Bid Opening.** Sealed bids shall be submitted to the city clerk and shall be clearly identified with the bid number on the envelope. Upon receipt, the city clerk shall date and time stamp the envelope. Bids shall be opened in public at the time and place stated in the public notices.

G. **Review of Bids.** The city shall review all bids received for completeness, accuracy, responsiveness to the invitation and bid documents, and the city's experience with or knowledge of the qualification and reliability of each bidder and prepare a recommendation for the city council. The city council may waive any irregularities or discrepancies in each bid received.

H. **No Bids.** If no bids are received, the city council may have the project done in any manner that the city council may direct without further complying with this Chapter.

I. **Award of Contract.** If awarded, the contract shall be awarded to the lowest responsible bidder submitting a responsive bid. If two or more bids received are the same amount, the city council may decide which bid to accept and award.

J. **Rejection of Bids.** The city council may, in its sole and absolute discretion, reject any one or more items of a bid, reject any and all bids, or waive any irregularities or informalities in the bids or bidding process if deemed to best serve the interests of the city. After all bids are rejected, the city council may pass a resolution by a four-fifths vote of its members declaring that the project can be performed more economically by employees of the city or procuring goods on the open market, or elect to readvertise for bids pursuant to the procedures prescribed in this Section.

#### 4.08.110 **Formal Non-Public Works Contract Bidding Procedures.**

K. **Required Process.** The formal non-public project bidding procedures shall comply with all aspects of state and local law governing formal competitive bidding, including, but not limited to, the Government Code, Labor Code, Uniform Guidance under 2 CFR Part 200, resolutions of the city council as may be adopted from time to time, this Chapter, and policies and procedures as the city manager or finance director may implement from time to time as applicable.

L. **Notice Inviting Formal Bids.** At a minimum, a notice inviting formal bids shall: (1) describe the project; (2) state how to obtain more detailed information about the project; and (3) state the date, time and place for the submission of bids. The notice shall be advertised in the most expedient manner possible maximize the number of qualified respondents.

M. **Bid Opening.** Bids shall be submitted to the advertising city department and shall be clearly identified with a bid number. The receiving city department will track all bids received.

N. **No Bids.** If no bids are received, the city council may have the procurement done in any manner that the city council may direct without further complying with this Chapter.

O. **Award of Contract.** If awarded, the contract shall be awarded to the lowest responsible bidder submitting a responsive bid. If two or more bids received are the same amount, the city council may decide which bid to accept and award.

P. **Rejection of Bids.** The city council may, in its sole and absolute discretion, reject any one or more items of a bid, reject any and all bids, or waive any irregularities or informalities in the bids or bidding process if deemed to best serve the interests of the city.

#### **4.08.120 Exceptions to Procurement Methods**

This Section contains exceptions to the City's general procurement requirements. The City may determine that use of an exception is more beneficial under the circumstances. Exceptions should only be used where the particular exception provides a greater public benefit than adhering to standard procurement requirements.:

A. **Disaster Relief.** When in the case of a disaster, as further explained in Chapter 2.56, the requirements of this Chapter do not apply.

B. **Emergency.** When in case of emergency.

1. "Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

2. In the case of an emergency which requires the immediate procurement of public works, services or goods the city manager or department director may procure these items without regard to the provisions of this Chapter. The action shall only be to repair or replace a public facility, take any directly related and immediate action required by that emergency, or procure the necessary equipment, services, and supplies for those purposes. The city manager or department director shall terminate the emergency action at the earliest possible date that conditions warrant. If a contract or purchase is made pursuant to this authority, the city manager or department director shall, upon request, provide to the city council for review a written public record showing the nature of the emergency and when applicable to a public works contract the city manager's authorization to proceed pursuant the provisions of this section and Public Contract Code section 22050.

C. **No Competitive Market.** Except where otherwise prohibited by law, when the city council, city manager or department director determines that a competitive market does not exist or that the city will not gain a competitive advantage by using the formal or informal bidding procedure, the city may use any other procurement method.

D. **Competitive Bidding Already Completed.** Except where otherwise prohibited by law, when it is determined that: (1) a competitive bid procedure has been conducted by another public agency, including, but not limited to, another local agency, the State through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), or a joint powers

agency, authority or alliance that procures competitive contracts; and (2) the price to the city is equal to or better than the price to that public agency.

E. **Mandated Expenditures.** When expenditures are mandated by law or regulation, such as county booking fees, utilities, postage, waste disposal fees or other non-negotiable permit, use or application fees.

F. **Shared Services.** When the city council or city manager authorizes the award and execution of contracts for services, subject to the dollar limits consistent with this Chapter, that are provided by another government, public entity, joint powers authority, quasi-governmental entity, special district or non-profit entity that will maximize efficiency, increase cost effectiveness, increase range of services, minimize duplication, provide training or education encourage collaboration or standardize efforts, or leverage government resources.

G. **Best Interest of City.** Except where otherwise prohibited by law, when the city council or city manager authorizes the award and execution of contracts for services and goods subject to the dollar limits consistent with this Chapter, without following the required procurement methods, provided that the city council or city manager finds that such award is in the best interest of the city, or of the public health, safety, and welfare.

H. **Sole Source.** When the city council or city manager determines that there is only one source that provides the needed services or goods, or to ensure compatibility with other city products and equipment, the city shall work to procure these items in the best interest of the city.

I. **Purchase of Recurring Charges.** The city may create an open vendor list for the purposes of providing services and goods for the fiscal year for ongoing cleanup, maintenance and different routine items that are of a continuing nature. Prices from each vendor shall be obtained in a manner to ensure competitive pricing, in the best interest of the city. Vendor approval thresholds will be determined consistent with section 4.08.30 of this chapter consistent with each project for which the recurring charges are needed.

J. **Task or Job Orders.** Except where otherwise prohibited by law, task or job orders that the city places through a duly approved master agreement shall not be subject to further procurement requirements. This section is inclusive of pre-negotiated supplier contracts and cooperative purchasing arrangements and will be applicable to any similar purchasing mechanism where competitive procedures were undertaken and the purchasing mechanism is consistent with industry practices.

K. **Reoccurring as Needed Service Agreements.** The City may engage certain service providers to perform routine services that are requested on an intermittent basis for an unknown amount. These agreements should be based on competitive procurement through the informal quote process (usually on a per hour basis) using the best value standard. The City may engage multiple service providers under this item to ensure continuous availability of services.

L. **Individual Specific Agreements.** Certain professional services contracts are exempt from the competitive procurement process in the limited circumstance where the contract is not for a set amount and is so closely tied to the individual contracted that the same result would not be expected should the contract be competitively bid (procurement of services dependent on the individual contracted). This section is applicable when the services are more consistent with a function performed by a contracted employee than an independent professional services provider. To meet the exemption outlined in this section, the contracted services must be tied directly to an individual. A listing of such contracts will be maintained by the finance director and will be approved by the finance director and city manager or their designees.

M. **Otherwise Authorized.** When otherwise authorized by this Chapter or applicable law.

#### **4.08.130 Change Orders.**

A. Contracts may be amended by the issuance of a change order or amendment, provided the change is reasonably related to the scope of the original contract. The city manager shall have authority to approve change orders for contracts previously awarded by the city manager, provided that the combined total does not exceed the city manager's approval threshold under chapter 4.08.30.

B. During the award of a contract by the city council, the city council may give the city manager the authority to approve change orders, specific to that contract, based on either a percentage of the contract or a specific dollar amount. If no specific authority is given by the city council, the city manager may approve change orders for a city council awarded contract subject to the dollar limits consistent with this chapter, provided such change orders are within the approved project contingency.

C. Change orders in excess of the city manager's authority may be approved by the city manager and submitted to city council for ratification under the following circumstance:

1. The failure to immediately issue a change order may result in significant project cost increases or an unacceptable project delay due to work stoppage or other inefficiencies;

2. A special meeting or a regularly scheduled meeting of the city council is not scheduled within a reasonable period of time to sufficiently remedy the problem; and

3. Funding for the change order is currently available within the appropriated budget.

#### **4.08.140 Disposition of Surplus Goods**

A. **Disposing of Surplus.** Department heads shall have the authority to dispose of de minimis surplus, obsolete or no longer useful items utilized in the normal

course of the department's operations. The de minimis threshold will be set at \$5,000 or less in estimated current value for each item. The city manager shall have authority to sell or dispose as surplus all materials, supplies, and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new materials, supplies, and equipment. The sale of surplus materials, supplies, and equipment shall be made pursuant to rules prescribed by the city manager and only after authorization from the city council as to any item with an estimated value of \$25,000 or more. Estimated value will be determined based on available quotes or on the best judgement of the department director or City manager considering cost/benefit considerations in making the estimate.

**B. City Officials and Staff.** City officials and employees and their immediate families, shall not be eligible to purchase such surplus materials, supplies, and equipment.

#### **4.08.150 Local Business Preference Program**

##### **A. Findings.**

1. The city annually spends significant amounts on purchasing on goods and services. The dollars used in making these purchases are derived in large measure from taxes and fees derived from local businesses and the city council has determined that funds generated in the community should, to the extent possible, be placed back in the local economy. Therefore, the city council has determined that it is in the best interest of the city to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value received in relation to such expenditure.

2. The city council further finds that the Coachella Valley is in a state of economic depression and many local businesses have been forced to close their doors due to severe financial losses. Many of these local business establishments have been doing business in the Coachella Valley for many years. The city council finds that the city should promote and stimulate local businesses by requiring that purchases of supplies, materials, and equipment and contractual services be acquired from local businesses.

3. The city council further finds that this action is necessary to grow the local economy and preserve the local businesses that have diligently served the Coachella Valley for many years.

4. Strategies that encourage people to buy locally are an important component of economic sustainability. Retaining local dollars within a community reduces economic export and increases the financial productivity of taxpayer dollars and increases the consumption of local goods and services while fostering a sustainable community. In working towards a sustainable economy, the city council recognizes that sustainable procurement policies are an important early step on the Coachella path to a sustainable community. By leveraging the purchasing power of the city to buy local products and services instead of products and services from outside the Coachella Valley it strengthens

the local economic activity and employment as well as sets an example that helps foster and maintain a vital economic community for future generations.

**B. Statement of Policy.** It is the policy of the city to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, contractors, and consultants to the extent consistent with the law and interests of the public.

**C. Local Preference in Goods.** In the bidding of, or letting for procurement of, goods, as provided in this Chapter, the city council or the city manager may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, or fifteen thousand dollars (\$15,000.00), whichever amount is lower. Total bid price shall include only the base bid price but also adjustments to that base bid price resulting from alternates requested in the solicitation. In order for a local business to be eligible to claim the preference, the business must request the preference in the solicitation response and provide a copy of its current business license from a jurisdiction in the Coachella Valley.

**D. Local Preference in Services.** In awarding contracts for services, preference to local business shall be given whenever practicable pursuant to this chapter consistent with the statement of policy in this Section. The contractor or consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and sub consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. In order for a local business to be eligible to claim the preference, the business must request the preference in the solicitation response and provide a copy of its current business license from a jurisdiction in the Coachella Valley.

**E. Exceptions to Local Business Preference Policy.** The preference set forth in this section shall not apply to the following purchases or contracts:

1. Goods provided under a cooperative purchasing agreement.
2. Purchases or contracts which are funded in whole or in part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference.
3. Purchases made or contracts let under emergency or noncompetitive situations.
4. Purchases with an estimated cost of five thousand dollars (\$5,000.00) or less.
5. Application of the local business preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived at the city council's discretion.

F. **Quality and Fitness.** The preferences established in this section shall in no way be construed to inhibit, limit or restrict the right and obligation of the city council and the director to compare quality and fitness for use of supplies, materials, equipment, and services proposed for purchase and compare the qualifications, character, responsibility, and fitness of all persons, firms, or corporations submitting bids or proposals. In addition, the preferences established in this Section shall in no way be construed to prohibit the right of the city council or the director from giving any other preference permitted by law or this Chapter.

G. **Application.** The local business preference provided in this Section shall apply to new contracts for goods and services first solicited as of the effective date of the enabling ordinance. This Section shall be implemented in a manner consistent with otherwise applicable provisions of this Chapter and competitive bidding laws.

H. **Verification of Local Business Preference Eligibility.** Any vendor or consultant claiming to be a local business shall so certify in the bid, in writing to the director. The city manager shall not be required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a vendor or consultant meets the definition of local business.

I. **Enforcement.**

1. The information furnished by each bidder requesting a local business preference shall be under penalty of perjury.

2. No person or business shall knowingly and with intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a local business for the purpose of this Section.

3. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a city official or employee for the purpose of influencing the certification or denial of certification of any entity as a local business.

4. A business which has obtained city certification as a local business by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a contract to which it would not otherwise have been entitled, shall:

(a) Pay to the city any difference between the contract amount and what the city's costs would have been if the contract had been properly awarded;

(b) In addition to the amount described in subsection (i) above, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract involved; and

(c) Be subject to debarment from future award of contracts from the city.

5. The penalties identified above shall also apply to any business that has previously obtained proper certification and, as a result of a change in its status would no longer be eligible for certification, fails to notify the city manager of this information prior to responding to a solicitation or accepting a contract award.

J. **Promulgation of Administrative Rules.** The city manager is authorized to adopt administrative rules supplemental to the provisions of this Chapter as necessary or appropriate to implement the provisions of this Section. The provisions of this Section and the rules adopted by the city manager shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.”

**Section 3. Severability.** If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

**Section 4. CEQA.** The City Council hereby finds that this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. 15061(b)(3)) because this Ordinance is not a project and does not have the potential for causing a significant effect on the environment. This Ordinance is intended only to establish a policy and procedure to purchase goods and services.

**Section 5. Effective Date.** This Ordinance shall take effect 30 days after passage.

**PASSED, APPROVED, AND ADOPTED** this \_\_ day of \_\_\_\_\_ 2021, by the City Council of the City of Coachella, California, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
Steven Hernandez, Mayor



**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Angela M. Zepeda, City Clerk of the City of Coachella, California, do hereby attest to and certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 1191 introduced at a regular meeting of the City Council of the City of Coachella held on the 8<sup>th</sup> day of December, 2021, and approved and adopted at a regular meeting of the City Council of the City of Coachella held on the [redacted] day of [redacted], 2021.

\_\_\_\_\_  
Angela M. Zepeda, City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2021-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ESTABLISHING PURCHASING AUTHORITY AND COMPETITIVE PROCUREMENT THRESHOLDS UNDER SECTIONS 4.08.30 AND 4.08.60 RESPECTIVELY OF THE CITY'S MUNICIPAL CODE**

**WHEREAS**, chapter 4.08 of the City's municipal code outlines purchasing procedures designed to make the City more effective, efficient and fiscally responsible in the procurement of goods and services; and

**WHEREAS**, purchasing authority thresholds are an integral part of the City's purchasing procedures; and

**WHEREAS**, competitive procurement levels are an integral part of the City's purchasing procedures; and

**WHEREAS**, purchasing authority thresholds and competitive procurement levels are set to benefit the City through cost savings; and

**WHEREAS**, the most cost effective thresholds for purchasing authority and competitive procurement fluctuate over time based on cost levels and changes in regulatory and local business environments.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the City Council of the City of Coachella, as follows:

**Section 1.** The City Council hereby sets purchasing authority thresholds under section 4.08.30 of the City's Municipal Code as follows:

A. **Award by Department Directors.** Department directors may make purchases or contract for goods and services in an amount not to exceed ten thousand dollars (\$10,000).

B. **Award by City Manager.** The City Manager may make purchases or contracts for goods and services, or take any other action in response to bids for public works contracts, in an amount not to exceed twenty-five thousand dollars (\$25,000.00).

C. **Award by City Council.** The City Council shall make purchases or contracts for goods and services or take any other action in response to bids for public projects, that exceed twenty-five thousand dollars (\$25,000.00).

**Section 2.** The City Council hereby sets competitive procurement thresholds for general goods and services under section 4.08.60 of the City’s Municipal Code as follows:

- A. No competitive procurement consideration required for the procurement of goods and services under \$5,000.
- B. The informal quote process is required for the procurement of goods and services between \$5,000 and \$75,000.
- C. The formal (bid/RFP/RFQ) process is required for the procurement of goods and services over \$75,000.

**Section 3.** The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**Section 4.** This Resolution shall become effective upon implementation of Ordinance 1191.

**PASSED, APPROVED and ADOPTED** this      day of February, 2022.

\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-74 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the      day of February 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

**RESOLUTION NO. 2021-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (PUBLIC CONTRACT CODE SECTION 22000 ET ESQ.)**

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chap. 1054 Stats. 1983, which added Chapter 2 commencing with Section 22000 to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, the Uniform Public Construction Cost Accounting Act (the “Act”), codified at Public Contract Code Section 22000 et seq., establishes such a uniform cost accounting standard; and

**WHEREAS**, the California Uniform Construction Cost Accounting Commission (“Commission”) established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public works projects; and

**WHEREAS**, the City Council desires to adopt and implement the uniform public construction cost accounting procedures as set forth in the Act; and

**WHEREAS**, the adoption of these procedures is in the best interests of the City and in the public interest.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the City Council of the City of Coachella, as follows:

**Section 1.** The City Council hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Coachella Finance Department notify the State Controller forthwith of this election.

**Section 2.** The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**Section 2.** This Resolution shall become effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December, 2021.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF COACHELLA            )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-75 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 8<sup>th</sup> day of December 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

4.08.010 - Legislative purposes.

- A. This chapter is adopted to establish a purchasing system that enables the city to achieve the following goals:
1. Improve internal controls and checks and balances by separating the functions of identifying the city's needs for equipment, goods, materials, supplies and services, of making actual purchases, of receiving the purchases, of comparing what is received with what was purchased, of authorizing payments and of making actual payments.
  2. Obtain the best prices for needed equipment, goods, materials, supplies and services by forecasting the needs for them in the near and long term, by quantifying the city's need for such items by utilizing best available technology and the quality thereof, by enabling access to all sources of such items and by utilizing competitive bidding and/or competitive negotiations.
  3. Reduce the number of transactions by purchasing sufficient quantities to meet the city's needs, by minimizing the periods during which purchases are made and by establishing and implementing criteria for extraordinary or unanticipated purchases.
  4. Reduce the amount of staff time to make purchases by integrating and coordinating purchases by the various departments and by eliminating duplicate functions and procedures and by automating purchases to the greatest extent.
  5. Reduce or eliminate inventories of needed equipment, goods, materials and supplies by forecasting the need and timing of such items, by tracking inventories of such items and by entering into arrangements for expedited or timed deliveries.
  6. It is also the purpose of this chapter to authorize and direct the city manager to implement the goals and provisions in this section by monitoring and reporting the implementation of this chapter. Further, the city manager may adopt any and all guidelines that he or she deems necessary to interpret or implement the goals and provisions in this section. Thereafter, the city manager may promulgate such guidelines by signing, and dating them.

(Ord. 893 § 2 (part), 2003)

4.08.020 - Definitions.

As used in this chapter, the following words and terms are defined as follows unless the context indicates that a different meaning is intended:

"Bidders list" is a list of sources of equipment, goods, materials or supplies for each category of purchases needed by the city.

"City" means the city of Coachella.

"Department" means a department, division or section of the city.



"Coachella procurement procedures and regulations" means any interpretation or implementation measure promulgated by the city manager pursuant to his or her authority hereunder.

"Professional services" means the services of attorneys, architects, auditors, consultants, engineers, specialized printers, or other individuals or firms possessing a high degree of professional, unique, specialized, technical skill or expertise, not adaptable to competitive bidding, or where the service needed is for special activities, negotiations for the acquisition of land, trash services, or any other municipal service engaged for a particular project or series of projects.

"Public project" means a public work as defined in the Public Contract Code § 20161 that requires competitive bidding.

"Public works" means those public works that do not constitute public projects under Public Contract Code § 20161.

"Purchases" means any and all purchases of equipment, goods, materials, supplies, other personal property and services, or the rental thereof, made, or to be made, by the city. It also refers to the leasing or acquisition of real property.

"Services" means any and all services, including, but not limited to, equipment service contracts. The term does not include services rendered by city officers or employees, nor professional or other contractual service for which the procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition.

(Ord. 893 § 2 (part), 2003)

4.08.030 - Centralization of purchases.

- A. All purchases of goods, equipment, materials, supplies and services shall be centralized under the control and direction of the city manager. All employees of the city shall comply with the provisions of this chapter and the guidelines promulgated by the city manager regarding the purchase, payment, receipt, distribution and storage of all purchases by the city for use by the city or its employees.
- B. For this purpose, a purchasing function is established within the finance department, which shall be administered by the finance director. The finance director shall administer the activities of the purchasing function as directed by the city manager and described in the Coachella procurement procedures and regulations.

(Ord. 893 § 2 (part), 2003)

4.08.040 - Forecasting purchases.

For purposes of budgeting each department shall submit information that projects its need for purchases during each subsequent fiscal year or such other period that may be practicable with the finance director. Each department may supplement such projections from time to time to update its need for purchases including unforeseen or

emergency purchases. Each department shall report in the manner prescribed by the finance director to provide information for forecasting such purchases. The finance director shall utilize the information about such needed purchases to commence the process of making any necessary budget adjustments on behalf of each department.

(Ord. 893 § 2 (part), 2003)

4.08.050 - Requirement for competitive pricing.

- A. All purchases by or for the city shall be competitively priced. It is the policy of the city to price all equipment, goods, materials, supplies, other personal property and services prior to purchasing them to assure that the city shall receive the best price considering the quality of its intended purchases subject to this chapter and any guidelines promulgated by the city manager. Further, all purchases may be awarded based upon provisions of Section 4.08.010.
- B. Competitive pricing shall not be required for purchases that meet the following criteria:
  - 1. Competition does not exist for proposed purchases, such as conventions, legal advertising, meetings, professional membership or subscriptions, public utilities, travel or proprietary items of any kind;
  - 2. Competitive pricing or bidding has already been utilized for proposed purchases by a federal, state, county or other local agency and the proposed purchases will be sold to the city at the same or better price by a vendor as submitted to the federal, state, county or other local agency;
  - 3. Contracts for professional services as provided hereunder;
  - 4. Purchases which shall be resold to the public or others;
  - 5. Purchases of circulating library materials, including books, periodicals, films, and recordings; and
  - 6. Urgent purchases declared by the city council needed for the preservation of life or property or that seeking quotations or solicitations would provide no benefit or would cause unnecessary expense and delay.
- C. The city manager may promulgate guidelines to exempt any of the following purchases from the competitive pricing procedures provided such purchases or services otherwise comply with this chapter and applicable guidelines:
  - 1. Purchases or services equal to or less than two thousand five hundred dollars (\$2,500);
  - 2. Budgeted non-commodity items such as debt service payments, deposits, dues, insurance premiums, legal advertising, memberships, professional service contracts, publications, self-insurance claim payments, seminar registration, subscriptions and travel expenses;
  - 3. Commodity items such as credit card purchases of gasoline, oil, office supplies, emergency repairs to equipment, vehicles and facilities, real property purchases and leases, utility services and related charges, work or services performed by another public agency.

(Ord. 893 § 2 (part), 2003)

4.08.060 - Competitive pricing procedures.

The Coachella procurement procedures and regulations describe the manner in which competitive pricing shall be accomplished. These procedures and regulations may be changed at the discretion of the city manager upon approval of a resolution by the city council and in accordance with other applicable sections included in this chapter.

(Ord. 893 § 2 (part), 2003)

4.08.070 - Surplus equipment and supplies.

Each department shall submit reports showing all supplies and equipment that are no longer used, have become obsolete or have worn out to the finance director at such times and on such forms as may be prescribed. The finance director may transfer such items between departments to assure their uses where and when needed. The finance director may cause the sale or exchange of all equipment, goods, materials and supplies that are not or cannot be used by any department provided that the city manager shall approve any such sale or exchange when the total estimated value exceeds five thousand dollars (\$5,000.00).

(Ord. 893 § 2 (part), 2003)

4.08.080 - Professional services agreements.

- A. The city council shall approve or reject every agreement for professional services in excess of fifteen thousand dollars (\$15,000.00) and the city manager may approve or reject agreements for professional services for all lesser amounts. All such agreements shall be made with the best-qualified person or firm. The city attorney shall approve all professional service agreements as to form prior to their execution except those on standard agreements approved by the city attorney.
- B. Selection of persons or firms shall be based on demonstrated competence and on the professional qualification necessary for the satisfactory performance of the services required. In determining the best-qualified person or firm, the following criteria shall be utilized:
  - 1. The training, credentials and experience of the person or firm;
  - 2. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
  - 3. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
  - 4. The sufficiency of the persons or firm's financial and other resources;
  - 5. The character, integrity, reputation and judgment of the person or firm;
  - 6. The ability of the person or firm to provide such future service as may be needed; and
  - 7. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive except for selections based on technical merit only.
- C. The city manager and each department head shall solicit requests for proposals or qualifications for professional services whenever the city manager determines that the best interests of the city would be served by such professional services provided however that the city attorney shall solicit and recommend special legal services for special purposes; council shall select and directly engage the services

of the city's external financial auditor. The department seeking such services shall prepare such request for proposals or request for qualifications. Where practicable, such requests shall be solicited from at least three vendors.

- D. Agreements for professional services except for law enforcement and fire protection services shall not be made for a term in excess of three years and such agreements shall be for an initial term of one year with an option to the city to extend the agreement for two additional one-year terms. No amendment or modification of a professional service agreement shall be made without a written amendment. No payment for any such amendment or modification shall be made without a written amendment. Professional service agreements may be extended for years two and three without additional city council approval unless the amount thereof has been increased beyond the original approved amount.

(Ord. 893 § 2 (part), 2003)

4.08.090 - Public works contracts.

- A. Contracts for public works for fifteen thousand dollars (\$15,000.00) or less may be awarded by the competitive bidding procedures or other purchasing methods set forth in the Coachella procurement procedures and regulations.
- B. Contracts for public works for amounts in excess of fifteen thousand dollars (\$15,000.00) shall be awarded by the competitive bidding procedures described in the Coachella procurement procedures and regulations or by another method that may be required by a federal or state agency participating in or funding the contract.
- C. Any and all bids for public works may be rejected whenever the city council, city manager or department head makes any one of the following findings:
  - 1. The bid does not comply with the bid documents;
  - 2. The proposed public work needs to be abandoned or delayed;
  - 3. The materials or services may be purchased more reasonably on the open market or the work done less expensively by city personnel;
  - 4. The bid is higher than anticipated and a new call for bids could result in lower bids to the city; or
  - 5. The best interests of the city would be served by a rejection of all bids.
- D. The city council may forego the bidding procedures otherwise required by this section whenever the city council finds that there is an urgent need to the public health or welfare, or safety would be jeopardized if the competitive bidding procedures in effect at the time were followed.
- E. All public works contracts in excess of fifteen thousand dollars (\$15,000.00) shall be awarded by the city council and signed by the mayor. Public works contracts less than fifteen thousand dollars (\$15,000.00) shall be signed by the city manager. The city attorney shall approve as to form all such public works contracts. Notwithstanding such a signed contract, the contractor shall not proceed with the public works project unless and until so directed in writing by the city manager or a department head and the contractor may not rely on the contract as assurance of any type that the notice to proceed shall be issued. In the event such notice to proceed is not issued, the city shall have no liability to the contractor under the

contract or under a theory of promissory estoppel due to the liability of the contractor to third parties. The city attorney shall approve all public works contracts as to form prior to their execution except those on standard forms approved by the city attorney.

- F. No amendment or modification of a public works contract shall be made without the issuance of a written change order duly signed by the contractor and the city manager and no additional compensation shall be paid to the contractor unless said amendment or modification is so signed.

(Ord. 893 § 2 (part), 2003)

4.08.100 - Local business preference program.

A. Definitions.

- 1. "Director" means the city manager or the city manager's designee.
- 2. "Coachella Valley" means the nine incorporated cities of the Coachella Valley, and the unincorporated areas of Riverside County in the Coachella Valley that are located within the boundaries of the Coachella Valley Association of Governments.
- 3. "Local business" means a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.
- 4. "Solicitation" shall mean the city's process to obtain bids or proposals as provided in this chapter for the purchase of goods or services.

B. Findings.

- 1. The city annually spends significant amounts on purchasing supplies, materials, and equipment, and contractual and professional services. The dollars used in making these purchases are derived in large measure from taxes and fees derived from local businesses and the city council has determined that funds generated in the community should, to the extent possible, be placed back in the local economy. Therefore, the city council has determined that it is in the best interest of the city to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value received in relation to such expenditure.
- 2. The city council further finds that the Coachella Valley is in a state of economic depression and many local businesses have been forced to close their doors due to severe financial losses. Many of these local business establishments have been doing business in the Coachella Valley for many years. The city council finds that the city should promote and stimulate local businesses by requiring that purchases of supplies, materials, and equipment and contractual services be acquired from local businesses.
- 3. The city council further finds that this action is necessary to grow the local economy and preserve the local businesses that have diligently served the Coachella Valley for many years.
- 4. Strategies that encourage people to buy locally are an important component of economic sustainability. Retaining local dollars within a community reduces economic export and increases the financial productivity of taxpayer dollars and increases the consumption of local goods and services while

fostering a sustainable community. In working towards a sustainable economy, the city council recognizes that sustainable procurement policies are an important early step on the Coachella path to a sustainable community. By leveraging the purchasing power of the city to buy local products and services instead of products and services from outside the Coachella Valley it strengthens the local economic activity and employment as well as sets an example that helps foster and maintain a vital economic community for future generations.

- C. Statement of Policy. It is the policy of the city to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, contractors, and consultants to the extent consistent with the law and interests of the public.
- D. Local Preference in Purchasing. In the bidding of, or letting for procurement of, supplies, materials, and equipment, as provided in this chapter, the city council or the director may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, or fifteen thousand dollars (\$15,000.00), whichever amount is lower. Total bid price shall include only the base bid price but also adjustments to that base bid price resulting from alternates requested in the solicitation. In order for a local business to be eligible to claim the preference, the business must request the preference in the solicitation response and provide a copy of its current business license from a jurisdiction in the Coachella Valley.
- E. Local Preference in Services. In awarding contracts for services, including consultant services, preference to local business shall be given whenever practicable pursuant to this chapter consistent with the statement of policy in subsection (c) of this section. The contractor or consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. In order for a local business to be eligible to claim the preference, the business must request the preference in the solicitation response and provide a copy of its current business license from a jurisdiction in the Coachella Valley.
- F. Exceptions to Local Business Preference Policy. The preference set forth in this section shall not apply to the following purchases or contracts:
  - 1. Goods or services provided under a cooperative purchasing agreement.
  - 2. Purchases or contracts which are funded in whole or in part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference.
  - 3. Purchases made or contracts let under emergency or noncompetitive situations.
  - 4. Purchases with an estimated cost of five thousand dollars (\$5,000.00) or less.
  - 5. Application of the local business preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived at the city council's discretion.
- G. Quality and Fitness. The preferences established in this section shall in no way be construed to inhibit, limit or restrict the right and obligation of the city council and the director to compare quality and fitness for use of supplies, materials, equipment, and services proposed for purchase and compare the qualifications,

character, responsibility, and fitness of all persons, firms, or corporations submitting bids or proposals. In addition, the preferences established in this section shall in no way be construed to prohibit the right of the city council or the director from giving any other preference permitted by law or this chapter.

- H. Application. The local business preference provided in this section shall apply to new contracts for supplies, materials, equipment, and services first solicited as of the effective date of the enabling ordinance. This section shall be implemented in a manner consistent with otherwise applicable provisions of this chapter and competitive bidding laws.
- I. Verification of Local Business Preference Eligibility. Any vendor or consultant claiming to be a local business shall so certify in the bid, in writing to the director. The director shall not be required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a vendor or consultant meets the definition of "local business."
- J. Enforcement.
1. The information furnished by each bidder requesting a local business preference shall be under penalty of perjury.
  2. No person or business shall knowingly and with intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a local business for the purpose of this section.
  3. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a city official or employee for the purpose of influencing the certification or denial of certification of any entity as a local business.
  4. A business which has obtained city certification as a local business by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a contract to which it would not otherwise have been entitled, shall:
    - (i) Pay to the city any difference between the contract amount and what the city's costs would have been if the contract had been properly awarded;
    - (ii) In addition to the amount described in subsection (i) above, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract involved; and
    - (iii) Be subject to debarment from future award of contracts from the city.
  5. The penalties identified in (4) above shall also apply to any business that has previously obtained proper certification and, as a result of a change in its status would no longer be eligible for certification, fails to notify the director of this information prior to responding to a solicitation or accepting a contract award.
- K. Promulgation of Administrative Rules. The director is authorized to adopt administrative rules supplemental to the provisions of this chapter as necessary or appropriate to implement the provisions of this section. The provisions of this section and the rules adopted by the director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.





**COACHELLA VALLEY CITIES  
Summary of Purchasing Authority, Limits, and Procedures**

City	Materials, Supplies & Equipment			Public Works			Professional Services			Non-Professional Contractual Services		
	Dollar Limits	Awarding Authority	Procurement Procedures	Dollar Limits	Awarding Authority	Procurement Procedures	Dollar Limits	Awarding Authority	Procurement Procedures	Dollar Limits	Awarding Authority	Procurement Procedures
Palm Desert (Charter City)	Up to \$25,000	Designated Position (DP)	Vendor Price Quote (VPQ), Best Competitive Value (BCV), or Exception	Up to \$25,000	DP	VPQ or Exception	Up to \$25,000	DP	Proposal Procedure, BCV or exception	Up to \$25,000	DP	VPQ, BCV or Exception
	\$50,000 or Less	City Manager (CM)		\$50,000 or Less	CM		\$50,000 or Less	CM		\$50,000 or Less	CM	
	\$50,000 or Less: Award In Best Interest of City			\$50,000 or Less: Award In Best Interest of City			More than \$50,000	CC	BCV or Exception	More than \$50,000	CC	BCV or Exception
	More than \$50,000	City Council (CC)	Formal Bidding (Low Bid)	More than \$50,000	CC	Formal Bidding (Low Bid)	Award in best interest of City, considering demonstrated competence, professional qualifications, general suitability. Cost considered if relevant, but shall not be determining factor.			Award in best interest of City		
Indian Wells (Charter City)	\$5,000 or less	Department Head as Authorized by City Manager and Finance Director	None	\$5,001 to \$25,000	CM	3 Price Quotes	\$1 or more	CM	Price Quotes from Minimum of 3 Vendors; Qualifications over Price	\$5,000 or less	Department Head as Authorized by City Manager and Finance Director	None
	\$5,001 to \$25,000		3 Price Quotes	\$25,001 to \$175,000	CM	Informal Bidding or Negotiation				\$5,001 to \$25,000		3 Price Quotes
	\$25,001 or more	CM	Formal Bid or Negotiation	\$175,001 or more	CM	Formal Bidding, RFP, or Negotiation	\$25,001 or more	CM	Formal Bid or Negotiation			
	Award does not have to be to low bidder			Award does not have to be to low bidder			Award does not have to be to low bidder					
La Quinta (Charter City)	\$50 or Less	Department Director (DD)	None	Same as Materials, Supplies & Equipment			Same as Materials, Supplies & Equipment			Same as Professional Services		
	\$51 to \$5,000		3 Informal Bids/Proposals									
	\$5,001 to \$15,000		3 Written Bid/Proposal									
	\$15,000 to \$50,000	CM	3 Bid/Proposal									
	Over \$50,000	CC	Formal Bid (Low Bid)									
Indio**	Up to \$5,000	DD	Quotes/Competitive Bidding (Low Bid)	\$200,000 or less	CM	Informal Bid (Low Bid)	Up to \$5,000	DD	Quotes/Competitive Bidding (Low Bid)	Not Distinguished		
	\$5,000 to \$75,000	CM	Quotes/Competitive Bidding (Low Bid)				\$5,000 to \$75,000	CM	Quotes/Competitive Bidding (Low Bid)			
	Over \$75,000	CC	Formal Bid (Low Bid)	Over \$200,000	CC	Formal Bid (Low Bid)	Over \$75,000	CC	Formal Bid (Low Bid)			
							Above may be via RFP/RFQ (Best Value)					
Cathedral City (Charter City)	\$75,000 or Less	Purchasing Agent (or department authorized by CM for specified goods)	3 Informal Bids (Low Bid or Best Value)	\$250,000 or less	CM	Informal Bid (Low Bid)	\$75,000 or Less	Purchasing Agent	3 Informal Bids (Low Bid or Best Value)	\$75,000 or Less	Purchasing Agent	3 Informal Bids (Low Bid or Best Value)
				\$250,000 or more	CC	Formal Bid (Low Bid)	More than \$75,000	CC	Formal Bid (Low Bid or Best Value)	More than \$75,000	CC	Formal Bid (Low Bid or Best Value)
	More than \$75,000	CC	Formal Bid (Low Bid or Best Value)	Projects \$100,000 or less may be performed by city employees by force account, negotiated contract, or PO.			City Council may prescribe additional procedures by resolution to obtain highest quality and most cost effective professional services.			City Council may prescribe additional procedures by resolution to obtain highest quality and most cost effective contractual services.		
Palm Springs (Charter City)	Up to \$25,000	CM	Multiple (Best Value)	Up to \$25,000	CM	Multiple (Best Value)	Up to \$25,000	CM or Delegee	Best Qualified based on factors in RFP and fair and reasonable compensation	Up to \$25,000	CM	Multiple (Best Value)
	\$25,000 to \$100,000	CC	Informal Bid with 6 Quotes (Low Bid)	\$25,000 to \$100,000	CC	Informal Bid (Best Value)	More than \$25,000	CC		\$25,000 to \$100,000	CC	Informal Bid with 6 Quotes (Low Bid)
	Greater than \$100,000		Formal Bid (Low Bid)	Greater than \$100,000	CC	Formal Bid (Low Bid)				Greater than \$100,000	Formal Bid (Low Bid)	
Rancho Mirage** (Charter City)	\$50 or less	Department Head	None	Less than \$60,000	CM	Negotiate or PO (Best Value)	Follows Supplies, Materials, Equipment but procurement based on demonstrated competence and professional qualifications			\$50 or less	Department Head	None
	\$2,499 or less	Authorized Dep't Purchaser	None							\$2,499 or less	Authorized Dep't Purchaser	None
	\$2,500 to \$25,000 (PO)	ADP and DH	3 Vendor Quotes (Best Value)	\$60,000 to \$200,000	CC	Informal Procedures (Low Bid)				\$2,500 to \$25,000 (PO)	ADP and DH	3 Vendor Quotes (Best Value)
	Below \$25,000 (Contract)	CM		Over \$200,000		Formal Procedures (Low Bid)				Below \$25,000 (Contract)	CM	
	\$25,000 or more	CC	Formal Procedures (Best Value)		\$25,000 or more	CC				Formal Procedures (Best Value)		
* Charter cities have the ability to set own procurement thresholds for public works												
** The California Uniform Public Construction Cost Accounting Act raises the threshold for Cities that have opted in and allows a city to do projects under \$60,000 by force account or negotiation; informal bidding between \$60,000 and \$200,000; and requires formal bidding over \$200,000; Rancho Mirage is an example.												



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Gabriel Perez, Development Services Director

**SUBJECT:** Consideration to Appoint One Coachella Resident to fill One Planning Commission Vacancy

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**STAFF RECOMMENDATION:**

Staff recommends that the Mayor and City Council appoint one Planning Commissioner to fill a vacancy in the Planning Commission, attached to this staff report, or from any other qualifying Coachella resident.

**BACKGROUND:**

The Coachella Planning Commission is made up of five members and one alternative member, who are appointed to 4-year terms that are staggered. Accordingly, every two years, three commissioners must be newly appointed. The Coachella Municipal Code 2.26.020 (D), states that in an event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.

**DISCUSSION/ANALYSIS:**

The previous Planning Commissioner, Sahara Huazano, was appointed by the City Council from June 26, 2019 through November 2022 but vacated the seat on September 21, 2021. As stated in the Coachella Municipal Code above, the councilmember who nominated the vacating member may nominate another individual. Councilmember Meagan Beaman Jacinto nominated previous Commissioner Sahara Huazano, and nominates Lesly Figueroa to fill the Planning Commission vacancy. The individual appointed for the vacancy will serve the remaining term until November 1, 2022.

Accordingly, the City Council has the following options to approve a vacancy in the Planning Commission.

- 1) Appoint one (1) member to serve the remaining term until November 2022.
- 2) Continue this item and provide staff direction.

**FISCAL IMPACT:**

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2021/2022.

**RECOMMENDED ALTERNATIVE(S):**

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2021/2022.

Attachments: Applications Received

- Lesly Figueroa
- Yosmin Nunez



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Lesly Figueroa

ADDRESS: 83952 Moonlit Dr. Coachella, CA 92236

TELEPHONE: 7609726337 E-MAIL: leslyvirigueroa@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

My educational background is in urban studies and planning from UC San Diego.

My current employment is at an environmental justice advocacy organization where

I have had roles in local and statewide policy advocacy work on topics of housing,

land-use planning, access to clean water, and media communications.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

My goal is to ensure I can represent the needs of community members where fair

and transparent decisions are made that favor the community and equitable growth.

I plan to ensure the community is well-informed of planning decisions in the City and with

my background use my knowledge to make independent informed decisions.

3. What special qualities can you bring to the Commission?

As a community organizer, urban planner, and intersectional environmentalist I bring

qualities that will ensure decision-making is fair and informed by the values that favor the

needs of the community. I am also a forward-thinking individual that looks at

problems with a solution-oriented lens.

4. Do you have any questions or comments about the Commission's structure or functions?

n/a

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5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

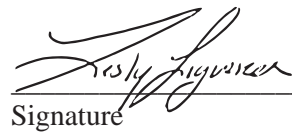
n/a

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Signature

11/30/2021

Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Yosmin Nunez

ADDRESS: 83833 Avenida Verano, Coachella CA 92236

TELEPHONE: 7606685671 E-MAIL: yosn11@aol.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I should be appointed because I have worked in both the public and private sectors.

I welcome the opportunity to assist in the planning of my community from a decision-maker's standpoint. I have a bachelors degree in Political Science and a masters degree in Public Administration.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

To help bring economic development to the forefront. I plan listen to the community and work with the other comissioners to move goals and objectives forward.

3. What special qualities can you bring to the Commission?

I have lived in the City of Coachella all my life. I was a member of the Coachella library Ad Hoc planning comittee. I have participated in various community planning meetings.

4. Do you have any questions or comments about the Commission's structure or functions?

N/A

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5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

I want to play a role in shaping the development of the city I live in and I believe that I have the unique skill set to offer on the commission.

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*Yosmin Nunez*  
Signature

12/1/21  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Construction Contract with Jones Bros. Construction Co. in the amount of \$2,031,522.30 and an amount of \$203,152.23 for contingency for the construction of 48<sup>TH</sup> Ave and Harrison Street Sewer Improvements, City Project S-24.

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a construction contract with Jones Bros. Construction Co. in the amount of \$2,031,522.30 and an amount of \$203,152.23 for contingency for the construction of 48<sup>TH</sup> Ave and Harrison Street Sewer Improvements, City Project S-24.

Authorize City Manager to execute a contract for construction materials and quality assurance testing with Atlas Engineering (On-Call Consultant) in an amount not to exceed \$25,000.00

Authorize City Manager to execute a contract for construction surveying and staking with Egan Civil, Inc. in the amount of \$23,905.00 plus 15% contingency.

**BACKGROUND:**

The City of Coachella has adopted a zoning ordinance for the Wrecking Yard (M-W) district that has resulted in several conditional use permits, architectural review applications and proposed projects. These existing projects and proposed projects require wastewater infrastructure and wastewater services. Currently there is no sewer availability. There are approximately twenty-two parcels that this project could service.

**DISCUSSION/ANALYSIS:**

On October 1<sup>st</sup>, 2021 the City published a Notice of Inviting Bids on its website. On November 17<sup>th</sup> the City received seven (7) bids.

1. TE Roberts, Inc.	\$2,981,340.40
2. Weka, Inc.	\$2,172,175.00
3. Van Dike Corporation	\$2,164,735.00
4. Griffith Company	\$2,642,013.00



5. Jones Bros. Construction Co.	\$2,031,522.30
6. Downing Construction, Inc.	\$2,265,184.00
7. Desert Concepts	\$2,616,027.00

Staff has reviewed all seven (7) bids and has determined Jones Bros. Construction Co. to be the lowest responsible bidder.

On November 2021, the City published a request for proposals from qualified professional surveying firms. On November 29, 2021, proposals were received from one surveying firm. Staff reviewed the proposal and evaluated based on experience, schedule and familiarity with the area. As a result, Egan Civil was selected as the top firm for this project.

The total cost of this request is: \$2,287,165.28

Construction Contract	\$2,031,522.30
Construction Contingency %10	\$203,152.23
Materials and Quality Assurance Testing	\$25,000.00
Surveying and Staking	\$23,905.00
Surveying and Staking Contingency %15	\$3,585.75

**FISCAL IMPACT:**

\$2,100,000.00 has been appropriated in the FY 21/22 budget. An additional appropriation of \$187,165.28 is requested from the Sewer Connection Fund (361).

## CONTRACT

THIS CONTRACT is made this **8th day of December 2021**, in the County of Riverside, State of California, by and between **the CITY OF COACHELLA**, hereinafter called City, and **Jones Bros. Construction Co.**, hereinafter called the Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

### 48<sup>TH</sup> AVENUE AND HARRISON STREET SEWER IMPROVEMENTS

#### PROJECT NO. S-24

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Construction Manager, Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City within five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **120 Working** days from the commencement date stated in the Notice to Proceed. By its signature hereunder, the Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million and Thirty-One Thousand, Five Hundred and Twenty-Two Dollars, and Thirty Cents. (\$2,031,522.30)**. Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code Section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every **Working Day** of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

## CONTRACT

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following, all of which are component parts of this Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
 Information For Bidders  
 Bid Form  
 Contractor’s Certificate Regarding Workers’ Compensation  
 Bid Bond  
 Designation of Subcontractors  
 Information Required of Bidders  
 Asbestos-Free Material Certification  
 Drug-Free Workplace Certification  
 Recycled Content Certification  
 Public Works Contractor Registration Certification  
 Non-Collusion Declaration  
 Iran Contracting Act Certification  
 Contract  
 Performance Bond  
 Payment Bond  
 General Conditions  
 Special Provisions (or Special Conditions)  
 Technical Specifications  
 Greenbook Standard Specifications (Sections 1-9 Excluded)  
 Addenda  
 Plans and Contract Drawings  
 Approved and fully executed change orders  
 Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents, which shall be read and enforced as though it were included herein. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. SUBSTITUTION OF SECURITIES.** At the request and expense of the successful bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

**CONTRACT**

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**ARTICLE 8. INDEMNIFICATION.** The Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 9. PREVAILING WAGES.** The Contractor shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the City offices or may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the job site by the Contractor.

**ARTICLE 10. RECORD AUDIT.** In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p><b>CITY OF COACHELLA</b></p> <p><b>By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p><b>Attest:</b></p> <p>_____</p> <p>City Clerk</p> <p><b>Recommended By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p><b><u>[NAME OF CONTRACTOR]</u></b></p> <p><b>By:</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>License Number</p>
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**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, **The City of Coachella** (hereinafter referred to as “City”) has awarded to **Jones Bros. Construction Co.**, (hereinafter referred to as the “Contractor”) an agreement for **48<sup>th</sup> Avenue and Harrison Street Sewer Improvements** (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **October 2021**, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **Two Million and Thirty-One Thousand, Five Hundred and Twenty-Two Dollars, and Thirty Cents. (\$2,031,522.30)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if the Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of the Contractor remains. Nothing herein shall limit the City’s rights, the Contractor, or Surety’s obligations under

**PERFORMANCE BOND**

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to the Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to the Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor, which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize the Contractor in completing the Project nor shall Surety accept a bid from the Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to the Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

## PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

**PERFORMANCE BOND**

### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Contractor/Principal.

#### PERFORMANCE BOND



### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

#### PERFORMANCE BOND

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella (hereinafter designated as the “City”), by action taken or a resolution passed December 8, 2021, has awarded to **Jones Bros. Construction Co.**, hereinafter designated as the “Principal,” a contract for the work described as follows: **48<sup>th</sup> Avenue and Harrison Street Sewer Improvements** (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of Two **Million and Thirty-One Thousand, Five Hundred and Twenty-Two Dollars, and Thirty Cents (\$2,031,522.30)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

## PAYMENT BOND

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

(Attached Attorney-In-Fact  
Certificate and Required  
Acknowledgements)

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a Power of Attorney MUST BE ATTACHED.

**THIS IS A REQUIRED FORM.**

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

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Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Contractor/Principal.

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

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# INCLUDED PROPERTIES MAP



SEWER LINE (RED)

DESERT ROCK DEV  
603110001

HAMMOND RIVERSIDE  
603232016

CULTIVATION TECHNOLOGIES INC  
603232023

BOSS 429 PROP  
603232024

DELARA  
603290001

MORALES SFORCIN  
603232025 603232026

PROPCORP INC  
603232022

PROPCORP INC  
603232021

BEJARANO  
603290021

RAIL LINE  
603232029

RAIL LINE  
603232018

BEJARANO  
603290020

MORALES SFORCIN  
603232027 603232028

ZIMMER  
603232010

DELEON  
603290014

DURAN  
603290015

BUTZLAFF  
603290005

A G GREENLEAF  
603242001

ANTHONY VINEYARDS INC  
603290006

A G GREENLEAF  
603242002

Page 1078

A G GREENLEAF  
603480001

ANTHONY VINEYARDS INC  
603300005

SUN DATE LLC  
603300021

SUN DATE LLC  
603300022

SRC OATES  
603300011

NSA PROP HOLDINGS  
603300031



**CITY OF COACHELLA  
BID OPENING REGISTER**

**PROJECT NO. S-24**

**PROJECT NAME: AVENUE 48 & HARRISON STREET SEWER IMPROVEMENTS**

BID OPENING DATE: NOVEMBER 17, 2021

TIME: 2:00p.m.

Engineer's Estimate \$2,674,914

BID No.	BIDDER	RECEIVED TIME	RECEIVED BY	BID BOND	ADDENDUM/S (1)	COMMENTS	TOTAL BID AMOUNT
1	TE Roberts, Inc	10:06 AM	Joann	✓	✓		\$ 2,981,340.40
2	Weka, Inc.	1:18 PM	Castulo	✓	✓		\$ 2,172,175.00
3	Van Dyke Corporation	1:38 PM	Brianna	✓	✓		\$ 2,164,735.00
4	Griffith Company	1:51 PM	Brianna	✓	✓		\$ 2,642,013.00
5	Jones Bros. Const. Co	1:52 PM	Brianna	✓	✓		\$ 2,031,522.30
6	Downing Const., Inc	1:52 PM	Brianna	✓	✓		\$ 2,265,184.00
7	Desert Concepts	1:52	Brianna	✓	✓		\$ 2,616,027.00
8							\$
9							\$
10							\$
11							\$
12							\$
13							\$
14							\$
15							\$

NUMBER OF BIDS FILED BY OPENING TIME: 7

APPARENT LOW BIDDER: Jones Bros Construction

SIGNED BY: Brianna Sheenwood

TITLE: Assistant Engineer

DATE: 11/17/21



November 29, 2021

Mr. Andrew Simmons, PE  
City Engineer  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236

**RE: Proposal for Professional Construction Surveying and Staking Services for the Avenue 48 and Harrison Street, Sewer Improvements; City Project No. S-24**

**Egan Civil, Inc.**  
**Primary Contact:**  
Benjamin Egan, PE, PLS  
**Address:**  
42945 Madio Street, Suite A  
Indio, CA 92201  
**Phone:** 760.404.7663  
**Cell Phone:** 760.898.1106  
**Email:** began@egancivil.com

Dear Andrew:

**Egan Civil, Inc.** is pleased to submit our Proposal for the **Professional Construction Surveying and Staking Services for the Avenue 48 and Harrison Street, Sewer Improvements, City Project No. S-24**, within the City of Coachella. Egan Civil's staff has significant experience in delivering projects for many of the Agencies within the Coachella Valley and we forward to assisting the City with this project.

Egan Civil specializes in surveying, mapping, private project entitlement and civil engineering design services throughout the Coachella Valley. Egan Civil is the Engineer of Record for the Avenue 48 and Harrison Street and Sewer Improvement Plans and would be an ideal candidate to provide the requested surveying and construction staking services. I will serve as the Project Manager responsible for the oversight, project management, surveying and delivery of all tasks associated with this contract. We believe Egan Civil team is uniquely and extremely qualified to assist the City with this project based on our past experience specifically with this project as well as our experience providing identical services on other public works projects that we anticipate will be of great benefit to the City on this project.

**How We Can Benefit the City.** By selecting Egan Civil, the City will be gaining an experienced team of proven professionals that has successfully delivered several projects with the similar unique circumstances as this project. Advantages that distinguish Egan Civil are:

- ❖ **Local Knowledge.** Egan Civil, at the request of the private party Desert Rock Development, prepared the Sewer and Street Rehabilitation Plans identified in the RFP. As the Engineer of Record, we are very familiar with the project and the area and are uniquely qualified to provide the requested services.
- ❖ **Public Works Project Expertise.** Benjamin Egan, PE, PLS has over 18 years of experience in the area of Surveying and Construction Staking and provides a hands-on proactive management approach.

Our proposal was prepared in compliance with the City's Request for Proposal (RFP). We have reviewed the sample Professional Services Agreement and have no requested changes. We did not receive notice of any addenda to the RFP. Furthermore, per the RFP, this proposal shall remain valid for 180 calendar days from the submittal date.

We sincerely appreciate the opportunity to provide the City of Coachella with our qualifications and we look forward to providing you with our high standards of quality, technical competence and responsiveness. Please do not hesitate to contact me if you have any questions or will need additional information on this matter.

Respectfully submitted,

Benjamin Egan, PE, PLS  
Principal



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## QUALIFICATIONS, EXPERIENCE & REFERENCES

**Firm Overview.** Egan Civil, Inc., was established in 2015 with headquarters in Indio, California, specializes in providing Land Planning, Land Surveying, Civil Engineering and Project Management Services through a hands-on proactive management approach. Our staff has over 25 years of broad Civil Engineering and Land Surveying experience and is well suited to assist both public and private clients with most of their improvement plan delivery needs.

Egan Civil can manage a project from inception through design, bid and construction. Utilizing the current systems and processes, we can deliver projects that meet or exceed any client's goals for quality, cost and most importantly schedule. Egan Civils' commitment to our clients is the driving force in building a cooperative culture of continuous professional improvement.

**Firm Financial Standing.** Egan Civil is a financially stable company with no bankruptcy nor pending litigation. Furthermore, we do not have any known organizational conflicts of interest that may affect the ability of the firm or team to perform the duties assigned to us under this potential project.

**Firm's Overall and Direct Experience.** Egan Civil has experience providing Land Surveying, Construction Staking and Project Management for projects consisting of a similar scope of work to the services being requested. The firms Principal Engineer has provided Land Surveying and Construction Staking services for Agency Capital Projects throughout the Coachella Valley including within the City of Coachella.

Egan Civil has direct experience with this project as the firms Principal Officer is the Engineer of Record for the Design Plans. Further, Egan Civil has extensive familiarity with the project due to the immediate proximity to numerous private development projects they are working on in the Avenue 48 and Harrison area.

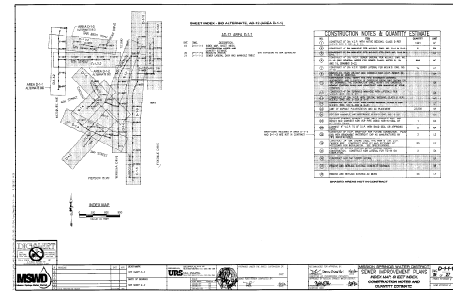
Egan Civil Staff include licensed engineer, land surveyor, and GIS Professionals that have extensive experience working with local agencies and utility purveyors though our private development work.

### Representative Project and References

The following are references of Egan Civil Team. We strongly encourage you to contract the people listed below.

#### MISSION SPRINGS WATER DISTRICT, AD-12, AREA D-1 SEWER CONSTRUCTION PROJECT, CITY OF DESERT HOT SPRINGS

REFERENCE: **MR. MIKE PLATT**  
**MISSION SPRINGS WATER DISTRICT**  
**(760) 768-2510 CELL**  
**(760) 329-6448 EXT 124**  
**MPLATT@MSWD.ORG**



#### REFERENCE FOR: EGAN CIVIL, BENJAMIN EGAN, PE, PLS

This project, constructed in 2013, consisted of 12,000 LF of new Sanitary Sewer and nearly 300,000 square feet of asphalt replacement for an Assessment District project located north of Pierson Boulevard and east of Mesquite Avenue in the City of Desert Hot Springs. Mr. Benjamin Egan oversaw the collection of topographic data for reconstruction of the streets, preparation of the survey calculations, coordination and staking of all sewer improvements, and staking of the line and grade of the asphalt replacement. Mr. Egan also performed all the survey research, supervised the tie out of all survey monuments, reset disturbed monuments, and prepared and filed both the pre-construction and post-construction Corner Records with the County Surveyor.

#### PUEBLO VIEJO VILLAS, PRIVATE MIXED-USE AFFORDABLE HOUSING PROJECT, COACHELLA CA

REFERENCE: **MR. DAVE DAVIS**  
**CHELSEA INVESTMENT CORP**  
**760.456.6000 EXT 173**  
**DDAVIS@CHELSEAINVESTCO.COM**



#### REFERENCE FOR: EGAN CIVIL, BENJAMIN EGAN, PE, PLS

This mixed use, affordable housing private development is located at the corner of 6<sup>th</sup> Street and Cesar Chavez in the City of Coachella. The 2.6-acre site will develop 105 residential affordable apartments along with over 3,000 SF of retail commercial space. The overall site design included onsite improvements for site grading, underground storm water retention, sewer and water main and service lines, and electrical backbone and service line coordination. In addition, the project required offsite improvements to 6<sup>th</sup> Street half street widening, full width street development for Mario Lazcano Court and a private storm drain system connecting to a new retention basin located on the future Transit Hub site. During the development of the Cesar Chavez to 4<sup>th</sup> Street connector (Mario Lazcano Court), the design team reviewed options for the Transit Hub site.

The project design was completed in April of 2020 and construction is estimated to be completed by the spring of 2022.

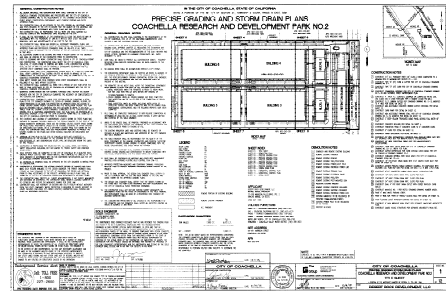
**DESERT ROCK - COACHELLA RESEARCH AND DEVELOPMENT PROJECT – DEVELOPMENT #2**

**REFERENCE: MR. BILL SANCHEZ  
CAPITAL BUILDING SERVICES  
(760) 485-5308  
BILL@BUILDWITHCAPITAL.COM**

**REFERENCE FOR: EGAN CIVIL, BENJAMIN EGAN, PE, PLS**

This 20 acre, 500,000+ square foot Cannabis Cultivation project is located on Harrison Street fronting the proposed sewer project limits. Egan Civil, Inc. processed the planning entitlement Civil Package on this project, and is currently processing a subdivision map on the property. Staking services provided by Egan Civil to date have included Rough Grading, Storm Drain, Domestic Water and Sanitary Sewer improvements for the first phase of the project.


This first phase of this project is currently under construction and should be completed by mid-2022.



## PROJECT TEAM

**Key Personnel.** Benjamin Egan, PLS, PE will serve as Project Manager for the Professional Construction Surveying and Staking Services for City Project No. S-24 - Avenue 48 & Harrison Street, Sewer Improvements. Ben has extensive experience and background knowledge of this project since he is the Engineer of Record for the improvement plans. Further, he has been working on numerous private development projects in the vicinity, including Coachella Research and Development Facilities 1, 2 and 3 for Desert Rock Development.

### Qualifications of Key Team Member

Team Member / Role	Education / Experience	License / Registration	Select Relevant Project Experience
<b>Benjamin Egan, PE, PLS</b> <i>Project Manager/                      Survey &amp; Mapping &amp;                      Engineering</i>  	Engineering Transfer Program, Tacoma Community College  Exp. 17 Years	Civil Engineer, CA, 73070  Professional Land Surveyor, CA, PLS 8756  SWRCB Qualified Storm water Developer, QSD 23282	<ul style="list-style-type: none"> <li>• Pueblo Viejo Villas, Coachella CA</li> <li>• Mission Springs Water District, AD-12, Area D-1 Sewer Construction Project</li> <li>• SunLine Transit Agency Indio Yard Pavement Replacement, Indio CA</li> <li>• SunLine Transit, Corporate Yard Fencing, Thousand Palms CA</li> <li>• Miles Avenue Median Improvements, La Quinta CA</li> <li>• Dune Palms Road Widening, La Quinta, CA</li> <li>• Dune Palms Road Low Water Crossing Replacement, La Quinta CA</li> </ul>

**Team Resources.** In addition to the Project Manager, Egan Civil has (2) Office Survey Technicians, (2) Field Survey Party Chiefs and (1) Survey Field Technician available to handle this project. This demands of this project can be easily met with the firm’s available staff resources.

## WORK PLAN

### **Project Understanding**

With this project, the City of Coachella desires to provide construction staking services for the construction of a new sewer main on Avenue 48<sup>th</sup> and Harrison Street along with associated trenching and street rehabilitation. These improvements include the following elements:

- Pavement removal and saw cut lines
- Stake sewer pipeline and grade
- Mark right-of-way and/or property lines
- Line and Grade for new asphalt surface
- Manhole centerline, invert and rim
- Monument tie out and restoration
- Any other items deemed necessary or appropriate by the City

We are further aware that this sewer line can not come online until additional work is done to reroute the industrial drain to connect to sewer at a downstream location. While not included in the work plan herein, Egan Civil can provide assistance with any staking required for this connection.

We acknowledge this project is subject to prevailing wage under California Law, and affirm that Egan Civil, Inc. is properly registered with the Department of Industrial Relations and in good standing. We further anticipate payment of prevailing wages to the field technicians and other personnel as required for this project.

Through our review of the RFP, our familiarity with the design documents as the Engineer of Record for the underlying sewer design project, and extensive field review of the proposed improvement areas for the existing site conditions, we have developed the following work plan:

### **Scope of Work**

#### Task 1 – Monument Tie-Out

All sources of information that would identify survey monuments located in the area will be thoroughly researched. This would include County of Riverside filed maps, surveys and corner records, CVWD survey records including Bureau of Reclamation records on file in the CVWD offices, City of Coachella Tie Sheets and Benchmark records, and a search for BLM records and notes. Upon completion of a records search, all monuments disclosed within the work area will be searched for by a survey field crew. All monuments found will be tied out with at least 3 witness corners and an appropriate pre-construction Corner Record will be prepared and filed with the County Surveyors office. Copies of said Corner Records will be provided to the City and the same will be used to rehabilitate the monuments as outlined in Task 6. This task will be completed prior to the contractor mobilizing, and shall be completed in one survey mobilization.

Task 2 – Cross Section and Verify Existing Road Grade

The plans prepared for the project propose complete removal and replacement of the paved road section on Avenue 48 because of its condition. The approved plans in the RFP intentionally omit grades or profile information for the proposed surface as the intent is to restore the paving surface back to its existing condition. To ensure stakes can be provided that will allow the contractor to restore the road back to the existing gradient, cross sections of the existing road will be collected at 25 foot intervals. This data will be compiled into a point plot and cross section drawing and copy provided to the Contractor and the City for review. Upon completion of the Sewer installation, this data will be used to stake the finish surface of the new pavement section. This task will be completed prior to the contractor mobilizing, and shall be completed in one survey mobilization.

Task 3 – Removal Limits and Sawcut Lines

In conjunction with the Contractors initial mobilization to the site, survey office calculations will be performed and line stakes will be provided marking the limits of pavement removal on Avenue 48 and marking the sawcut lines for the proposed trenching on Harrison. Stakes clearly marking right-of-way limits will be set at 200' intervals (100' on curves) as specified in the RFP. Stake offset locations will be as agreed to by the City Inspector and the Contractor. Point Plots/Cut Sheets for interpreting the stakes will be provided to the Contractor and City Inspector for all stakes. This task shall be completed in a single survey mobilization.

Task 4 – Sewer Pipeline and Grade Staking

As requested by the Contractor and the City, survey office calculations and field staking will be performed and line and grade stakes for the construction of the sewer mainline. Stakes will be provided at 50 foot intervals, along with line and grade stakes to be provided at every lateral, and line and grade stakes to be provided at each sewer manhole at invert in, center top of rim, and invert out. All known utility crossing identified on the plans or further identified in the field by additional locate services will be staked for line and grade. Point Plots/Cut Sheets for each staking mobilization will be provided to the Contractor and City Inspector. Actual offset will be determined per agreement with the Contractor and City Inspector. The survey crew will mobilize as requested by the Contractor and the City as the work progresses, and it is expected to complete the work in four mobilizations.

Task 5 – Avenue 48 Pavement Surface Staking

After adequate progression of the Sewer improvements, and as requested by the Contractor and the City, survey office calculations and field staking will be performed for line and grade stakes for the construction of the new paving surface on 48<sup>th</sup> Avenue. This shall include marking the edge of pavement on both the north and south side of the road, the centerline crown, and all other angle points and join locations at intervals not less than 50 feet as specified in the RFP. Point Plots/Cut Sheets for each staking mobilization will be provided to the Contractor and City Inspector. Actual offset will be determined per agreement with the Contractor and City Inspector. It is expected to complete the work in one or two mobilizations.

Task 6 – Monument Rehabilitation

After completion of improvements and acceptance by the City, Consultant shall reset all disturbed/destroyed survey monuments in the project area utilizing the Corner Records prepared in Task 1 of the Work Plan. Durable monuments will be set and post-construction corner records will be filed the County Surveyor and copies will be delivered to the City. It is expected to complete the work in a single mobilization.

### Project Approach

Following authorization to proceed and the kickoff meeting, the Consultant will proceed with Tasks 1 and 2 of the Work Plan as identified above promptly, to ensure monuments are tied out and cross section data is collected and verified before any removal work commences. At the invite of the City, Consultant will attend the Pre-Construction Meeting with the selected contractor and city staff to discuss the project and construction processes. Upon notification from the contractor, Consultant shall stake the removal limits, sawcut lines and right-of-way limits identified in Task 3 of the Work Plan in a single mobilization. Subsequently, as requested by the City and Contractor, Consultant shall incrementally complete the sewer line staking identified in Task 4 of the Work Plan. Upon completion of the necessary portions of the sewer, and at the request of the Contractor and the City, Consultant shall stake the line and grade for the edge of pavement, centerline crown, and join conditions for the proposed reconstruction of the paving on 48<sup>th</sup> Avenue as identified in Task 5 of the Work Plan. At completion of construction, Consultant shall reset all missing survey monuments as outlined in Task 6 of the work plan. Consultant shall work with the City and the Contractor to expedite any request outside of the scope of work to keep the project on schedule.

### Potential Project Concerns

As with all Construction Staking projects, the staking Consultant is dependent upon the contractor's speed and efficiency in providing said improvements. On this project, our primary concern is a slower moving contractor with poor project management, thus causing more mobilizations to the site than would normally be required. At this time we are not aware of any other concerns.

### Project Schedule

As noted above, the staking Consultant is dependent upon the contractor's speed and efficiency in providing said improvements. Therefore, since we will be providing staking on an as requested basis by the Contractor, we are not able to provide an overall schedule with individual staking activities. However, we are committed to providing staking elements within 48 hours of a Contractor notice.

## CONTRACTUAL EXCEPTIONS / DEVIATIONS

Egan Civil has reviewed the City Contract document and does not propose any changes or deviations to the agreement.



## APPENDIX

Key Personnel Resume

# CURRICULUM VITAE

## Benjamin Daniel Egan, PE, PLS

42945 Madiso Street, Suite A  
 Indio, CA 92201  
 (760) 404-7663  
[began@egancivil.com](mailto:began@egancivil.com)



### Professional Profile

20 years of Surveying and Engineering Experience includes many years of specialized experience in the design, contracting and construction of civil infrastructure and vertical construction. Specialized experience in Quality Control, Project Management, and Site Coordination. Work Experience in both the Private and Public Sector.

20 years of Land Surveying Mapping Experience includes work on Control Networks, Vertical Networks, Boundary Surveys, Topographic Surveys, ALTA surveys, and Construction Staking for both civil infrastructure and vertical construction. Land Title Expert, with emphasis on assistance with resolution of clouded titles and difficult title chains. Familiarity with Federal and Tribal Lands. Well versed in use of Least Squares Analysis, GPS surveying methods and error analysis, and use of CAD and GIS based mapping systems and software. Land Surveying Construction Experience includes supervision of staking of many miles of water and sewer pipelines, mass grading projects, streets and storm drain infrastructure, and complex vertical infrastructure including steel and precast elements with precise and exacting tolerances for assembly.

Due diligence experience includes evaluation of infrastructure costs, preparation of pro-forma financial models, and assistance with environmental and regulatory compliance.

Educated in Basic, Pascal, and C++ and SQL programming languages, along with extensive experience with MS Excel and Visual Basic for Applications with an emphasis on writing algorithms and software tools for the purpose of solving and providing analysis of engineering and surveying calculations.

### Education, Coursework & Professional Development:

High School Diploma, North Kitsap High School, Poulsbo, WA - 1996  
 Engineering Transfer Program, Tacoma Community College, 2000 – 2001  
 GIS Coursework, College of the Desert, 2004

### Professional Registration:

2008, Licensed Professional Civil Engineer, CA, 73070  
 2010, Licensed Professional Land Surveyor, CA, 8756  
 SWRCB Qualified Stormwater Developer, QSD 23282

### Professional Affiliations:

California Land Surveyors Association – Corporate Member since 2010  
 California Land Surveyors Association – Desert Chapter – 2010 – Secretary  
 California Land Surveyors Association – Desert Chapter – 2011 – President/Elect  
 California Land Surveyors Association – Desert Chapter – 2012 – President  
 California Land Surveyors Association – Desert Chapter – 2016 – Secretary

### **Teaching, Lecturing and Expert Consulting Experience:**

**Guest Lecturer** – GIS Principles and Concepts for Engineers and Surveyors, Cal Poly Pomona

**Guest Speaker** – 2015 American Tribal Land Assoc. Conference – “Introduction to Legal Descriptions”

**Expert Consultant** – Board for Professional Engineers, Surveyors and Geologists – Item Writing and Development of State Specific Engineering and Land Surveying Exams, Enforcement Review Expert for Complaints against Land Surveyors.

### **Employment History:**

**Firm:** **Egan Civil, Inc.**

Position: Principal / Senior and Majority Partner

Tenure: 2015 - Present

Duties: Owner and Executive Officer of Small Engineering, Land Surveying and Land Planning Practice Based in Indio, CA

**Firm:** **Section 37 Consultants, Inc.**

Position: Principal Engineer

Tenure: 2013-2015

Duties: Responsible for Management of Palm Desert Office, in Responsible Charge of all Engineering and Surveying Work, Supervise Field Crews and Office Personnel

**Firm:** **Coreslab Structures, Inc.**

Position: Assistant Engineering Manager

Tenure: 2011-2012

Duties: Supervise Engineering and Quality Control Staff, Implement PCI/PCA Quality Control Program, Responsible for Quality Control of all Product, Oversee Technical Support of Factory, Resolve Field Coordination Issues, Oversee Precise As-Built Surveying

**Firm:** **RBF Consulting**

Position: Contract Engineer and Surveyor

Tenure: 2006-2011

Duties: Provide Third Party Quality Control to Director of Surveying and Mapping for the Palm Desert Office to ensure Survey Mapping Work Product Compliance with accepted standards of Land Surveying Practice, compliance with state and local ordinance, and ensure company protocol for quality control were followed.

**Firm:** **Essi Engineering Inc.**

Position: Contract Engineer and Surveyor

Tenure: 2006-2009

Duties: Provide Engineering Design oversight, and manage all field surveying activities for La Quinta Office. Supervise survey field crew, two draftsmen, one administrator.

**Firm:** **City of Palm Desert Public Works, Department, Palm Desert, CA**

Position: Assistant Engineer

Tenure: 2003-2005

Duties: Review Plans and Maps for compliance with the State and Local Ordinance, and under supervision, review plans for technical correctness and sound engineering practice. Handle Department record keeping and archival, implemented digital record keeping system, implemented GIS system with Geocoded Research Functions for retrieval of archived records, supervised activities of college interns and volunteers and provided technical direction to Technicians.

## **Project Experience**

### **2018 - Dune Palms Bridge, (La Quinta, CA) –**

Working with Heptagon 7 Consultants and Bengal Engineers, responsible for preparing all legal descriptions and plats for acquisition of the necessary right-of-way to construct the new Dune Palms Bridge that will replace the existing low water crossing on Dune Palms Road between Highway 111 and Blackhawk Way in La Quinta, CA.

### **2017 – Cabazon Band of Mission Indians – Boundary Survey of Reservation**

Contracted by the Cabazon Band of Mission Indians to resurvey the boundaries of the Reservation within Section 32, Township 5 South, Range 8 East, SBM. Survey included all research, involved coordinating over 4 weeks of field retracement, and preparation of a Record of Survey for the entire section, which included correcting errant prior surveys.

### **2015 – Morongo Band of Mission Indians – Morongo Land Swap**

Contracted by the Morongo Band of Mission Indians to prepare a survey plat and legal description to swap land into the reservation and swap land out of the reservation with a private party. Survey, Plat and Legal description were reviewed by the Bureau of Indian Affairs Indian Land Surveyors and the US Department of the Interior Federal Bureau of Land Management and were attached United States House of Representatives Bill HR387 introduced to the 113<sup>th</sup> House of Representatives by Congressman Raul Ruiz.

### **2015 – Dune Palms Bridge, (La Quinta, CA) –**

Working with Heptagon 7 Consultants and Bengal Engineers, oversaw base mapping, field survey, data collection, and aerial photogrammetric mapping of about 1 square mile of area including cross sectioning 1 mile of the Whitewater Wash and 1 mile of Dune Palms Road for the preparation of plans, specification and estimate for construction of a Bridge over the Whitewater Wash.

### **2014 – City of Palm Desert – Monument Tie Out – Street Re-Surfacing Project 752-15**

Under Contract from the City of Palm Desert, Tied out and reset centerline monuments for over 40 intersections in south Palm Desert pursuant to monument preservation associated with street maintenance project 752-15. Performed all research, field investigation, and remonumentation as well as filing of all corner records. Additionally, tied all found corners to City of Palm Desert's adopted state plane system and published 3D state plane coordinates for all monuments recovered.

### **2014 – Desert Harvest Solar Project – (Desert Center, CA) –**

Under contract from EDF renewables, oversaw the establishment of a control network, performed and aerial topographic survey, and completed a boundary survey of this proposed utility scale solar project covering 1900 acres of land located across 3 sections of Land in Desert Center, CA.

### **2013 – MSWD Assessment District 12 – Sewer Installation – (City of Desert Hot Springs, CA) –**

Have overseen the survey control network, monument preservation, and staking of 60,000 lineal feet of new sewer being installed by Mission Springs Water District in the City of Desert Hot Springs.

## **Project Experience (cont'd):**

### **2013 – Hetch Hethcy DWP – Cherry Ridge Line – Holm Powerhouse to O’Shaughnessy Dam.**

Under Contract to System3 Inc., supervised the execution of a Survey of 3 Miles corridor for repair of a damaged power distribution line resulting from the Rim Fire event. Efforts included establishing a survey control network, surveying all existing pole locations and surveying the existing corridor ground profile at 25 foot intervals for design of a new power line with raptor protection features, and delivering plan and profile drawings to the client.

### **Chuckwalla Valley Raceway – Desert Center, CA**

On call engineer for ongoing development of this 1100 acre motorsports park in Desert Center, CA. Have designed infrastructure for the facility including access roads, a dump station, a fueling station, a water system and currently under contract to design an additional paddock, member garages and a second 2.5 mile road course race track.

### **2011 – 2012 FY - Phase II Street Improvements – (City of Desert Hot Springs, CA)**

Assisted the lead consulting firm, Omnis Inc, by supervising the Surveying of 3.5 miles of existing streets, and assisting with preparation of the improvement plans and engineers estimate for Via Real and Cactus Drive Improvements. All work was completed on an expedited schedule to accommodate the client’s desire to award the contracts for the improvements before the end of the Fiscal Year.

### **2010 – Downtown Indio Record of Survey**

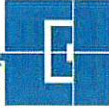
Working as a Consultant to RBF Consultant, served as lead mapper on a project to resurvey all blocks in downtown Indio from King Street to Jackson and from Indio Boulevard to Highway 111. Oversaw field survey, processing, boundary analysis, mapping and remonumentation of 24 blocks of Downtown Indio.

### **2009 - Avenue 45 Sewer – (Indio Water Authority – Indio, CA)**

Lead designer on one half mile of sewer main installed in Avenue 45 near the new City of Indio Corporate Yard. The sewer was realigned to facilitate installation of a new Water Reservoir. Oversaw the field survey and utility location efforts, as well as design of the sewer main, for the Indio Water Authority to bid and construct.

### **2003 – 2005 - City of Palm Desert - Associate Engineer (Palm Desert, CA) 2003-2006**

Reviewed the following private projects: Monterey Walmart Sams/Club Project, PM 24255 – Dinah Shore Industrial Park, Lowes Home Improvement at Monterey and Frank Sinatra, Dolce Community, The Enclave Apartments, University Park, and University Village located at Cook Street and Gerald Ford, as well as numerous smaller end fill projects. Assisted with design and review of the following Public Projects: widening of Fred Waring Drive from Cook to Washington, Warner Trail Storm Drain Improvements, design of the Shadow Mountain/Highway 74 Traffic Signal, and the City Corporate Yard Maintenance Facility.



November 29, 2021

Mr. Andrew Simmons, PE  
City Engineer  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236

**RE: Proposal for Professional Construction Surveying and Staking Services for City Project No. S-24 – Avenue 48 and Harrison Street, Sewer Improvements  
City Project No. S-24  
COST PROPOSAL**

**Egan Civil, Inc.**  
**Primary Contact:**  
Benjamin Egan, PE, PLS  
**Address:**  
42945 Madio Street, Suite A  
Indio, CA 92201  
**Phone:** 760.404.7663  
**Cell Phone:** 760.898.1106  
**Email:** began@egancivil.com

Dear Andrew:

Enclosed you will find the **Egan Civil, Inc.** Cost Proposal for the **Proposal for Professional Construction Surveying and Staking Services for City Project No. S-24 – Avenue 48 and Harrison Street, Sewer Improvements**, within the City of Coachella. This cost proposal shall remain valid for 180 calendar days from the submittal date.

Following your review, we would welcome the opportunity to discuss any facet of our cost estimate and proposal with you, or should you have any questions or require additional information, please contact me at your convenience. Thank you again for considering the Egan Civil Team for this project. We look forward to assisting the City with completing the critical sustainable transportation project for your Pueblo Viejo Downtown area.

Respectfully submitted,

Benjamin Egan, PE, PLS  
Principal

**CITY OF COACHELLA  
 COST PROPOSAL SHEET**


**REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL  
 CONSTRUCTION SURVEYING SERVICES  
 FOR**

**Capital Improvement Project No. S-24  
 Avenue 48 & Harrison Street,  
 Sewer Improvements**

The following is a summary of costs to provide the services outlined in the Request for Proposals for **Professional Construction Surveying Services for Capital Improvement Project No. S-24 Avenue 48 & Harrison Street & Sewer Improvements** and will be used as the basis for negotiating a Professional Services Agreement:

TASK	DESCRIPTION	COST
1	Removal and saw cut lines	\$3,675
2	Sewer pipeline and grade	\$5,650
3	Right-of-way and/or property lines	\$2,495
4	Offsets and/or finish grades for new asphalt	\$4,470
5	Manhole centerline, invert and rim	\$4,200
6	Monument tie-out and restoration, protection, replacement as required	\$3,415
<b>TOTAL</b>		<b>\$23,905</b>

Additional consultant to include an hourly rate sheet for all typical services performed (prevailing wage).

  
 Prime Consultant  
 Benjamin Daniel Egan, PE, PLS  
 Principal  
 Egan Civil, Inc.

*Nov. 29, 2021*  
 Date Signed

**COST PROPOSAL**  
**AVENUE 48 AND HARRISON STREET - SEWER IMPROVEMENTS**  
**CITY PROJECT NO. S-24**



November 29, 2021

Task	Project Manager (Principal)		Survey Analyst		Survey Crew (prevailing wage)										Total by Task	
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
1 Removal and Sawcut Lines		\$0	1	\$135	12	\$3,540									13	\$3,675
2 Sewer Pipe Line and Grade	2	\$390	4	\$540	16	\$4,720									22	\$5,650
3 Right-of-Way and/or property lines		\$0	1	\$135	8	\$2,360									9	\$2,495
4 Offsets and Finish Grade for new asphalt	2	\$390	4	\$540	12	\$3,540									18	\$4,470
5 Manhole Centerline, Invert & Rim	2	\$390	2	\$270	12	\$3,540									16	\$4,200
6 Monument Tie Out and Restoration, protection, replacement as required	1	\$195	2	\$270	10	\$2,950									13	\$3,415
<b>TOTAL</b>	<b>7</b>	<b>\$1,365</b>	<b>14</b>	<b>\$1,890</b>	<b>70</b>	<b>\$20,650</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>91</b>	<b>\$23,905</b>
<b>REIMBURSABLE</b>																
Prints, Plots and Postage																\$500
<b>TOTAL REIMBURSABLE BUDGET</b>																
																\$500

Item 24.



**Hourly Rates and Reimbursable Expenses**

Any work completed on a time and material basis will be completed at the following hourly rates. Such work will only commence on written authorization of the Client

Principal Engineer / Principal Surveyor	\$195/hr
Design Engineer / Survey Analyst	\$135/hr
Draftsman / Mapper	\$115/hr
1 Man Survey Crew (Prevailing Wage)	\$205/hr
2 Man Survey Crew (Prevailing Wage)	\$295/hr
Administrative Assistant	\$75/hr
Expert Witness Testimony (Depositions/ Trial Court)	\$390/hr

The scope of work identified includes mileage and time for one site visit if necessary. Additional items such as mileage, prints, and other incidentals shall be billed to client as they accrue at actual cost.



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Andrew Simmons, P.E., City Engineer

**SUBJECT:** Construction Contract with Desert Concepts Construction Inc. in the amount of \$3,083,148.50 and 10% for contingency for the construction of the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.

**STAFF RECOMMENDATION:**

- Authorize the City Manager to execute a construction contract with Desert Concepts Construction, Inc. in the amount \$3,083,148.50 and 10% for contingency for the construction of the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.
- Authorize City Manager to execute a contract for construction materials and quality assurance testing with Atlas Engineering (On-Call Consultant) in the amount of \$15,000.
- Authorize City Manager to execute a contract Amendment with Egan Civil Engineering to perform construction phase engineering services, including construction staking and support.

**BACKGROUND:**

In October of 2020, the City entered into a grant agreement with an Infill Infrastructure Grant (IIG) program, which also supplements an Affordable Housing and Sustainable Communities (AHSC) program grant. These two grants provide approximately 3.4 million in funding and are allocated under City project number ST-130. These grant funds are to be used on infill infrastructure improvements in the downtown Pueblo Viejo District. Improvements included in the grant funding include curbs, gutters, sidewalks, bike lanes, lighting, electrical undergrounding, public plaza improvements, landscaping and ADA improvements.

On January 27, 2021, the City Council approved a professional services agreement with Egan Civil, Inc. to develop final plans, specifications and estimates for the Pueblo Viejo Sustainable Transportation Project in the amount of \$182,000.

During the design process, it was determined that portions of the Pueblo Viejo Sustainable Transportation project overlapped portions of the Fire Station #79 Rehabilitation and Expansion project (F-7). As a result, the design and bid documents intentionally included \$250,000 of additional improvements that are portions of the Fire Station project. These additional improvements include additional undergrounding of overhead electrical on Palm Ave, full removal and reinstallation of the driveways and flat work at the fire station frontage and installation of

electrical transformers, switch gear and building upgrades to accommodate the new underground service. Staff determined that this work could be performed at a more cost effective price point if performed in connection with the Pueblo Viejo Sustainable Transportation Project.

**DISCUSSION/ANALYSIS:**

The City requested public bids in accordance with City Standards and in compliance with the California Public Contract Code. On November 2, 2021, the City issued the Notice Inviting Bids with a non-mandatory job walk held on November 16, 2021. The project bid opening was held on December 1, 2021 at 2:00 p.m., with four companies submitting bids for this project. The bid opening results are listed below:

<b>Company Name:</b>	<b>Bid Amount:</b>
Desert Concepts Construction, Inc.	\$3,083,148.50
Granite Construction	\$3,202,023.00
C.S. Legacy	\$3,985,269.50
LA Engineering	\$4,399,900.00

This total project cost includes all base bid items as well as three add alternative bid items. The three bid add alternative items include new sidewalks on the north side of First Street, new sidewalks on the west side of Pendleton drive and a new block wall along the entire northern side of the new 5<sup>th</sup> street paseo. Staff has reviewed the bids and has determined that Desert Concepts Construction, Inc. is the lowest, responsive, responsible bidder. However, due to the current high construction cost from the COVID-19 pandemic, the project budget exceeds the amount of grant funds received:

<b>Project Item:</b>	<b>Project Cost:</b>	<b>Project Revenue:</b>
Architectural Design – Egan Civil	\$181,938	
Construction -	\$3,083,148.50	
Construction Contingency (10%)	\$308,314.50	
ATLAS Engineering materials testing	\$15,000	
Construction Engineering	\$25,000	
<b>TOTAL PROJECT COST:</b>	<b>\$3,613,401.00</b>	
IIG – Grant		\$2,268,062
AHSC – Grant		\$696,500
CIP project F-7		\$250,000
<b>PROJECT COST DIFFERENCE:</b>	<b>\$398,839</b>	

The project total project cost is proposed to be paid with: \$2,268,062 in IIG grant funds, \$696,500 in AHSC grant funds, a transfer of \$250,000 from CIP project F-7, and the remaining project cost difference of \$398,839 is proposed to be funded with an appropriation from Fund 101 – General Fund.

**FISCAL IMPACT:**

The Pueblo Viejo Sustainable Transportation Project (ST-130) is proposed to be funded with the following grants and appropriations with the following allocations:

- IIG (Fund 152)- \$2,268,062
- AHSC (Fund 152)- \$696,500
- City Project F-7 (Fund 130)- \$250,000
- Coachella (Fund 101) - \$398,839

These appropriations will replace current budgeted appropriations adopted in the FY 21/22 CIP budget. With this action, Council will be approving all necessary transfers between the appropriated funds above and the City's CIP Fund (182).

**ATTACHMENTS:**

1. Construction Contract – Desert Concepts
2. Bid Summary – ST-130

## CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. \_\_\_\_\_, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and \_\_\_\_\_, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

### ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

#### PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT CITY PROJECT NO. ST-130

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

### ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **120 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

### ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Three Million Eighty Three Thousand One Hundred Forty-Eight Dollars and Fifty Cents (\$3,083,148.50)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

### ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every Working Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages

and not as a penalty or forfeiture. Additionally, the Contractor will pay the City the sum of \$6,500.00 for each and every Calendar Day specifically for the interim completion of 6<sup>th</sup> Street, west of Tripoli Way to Date Avenue. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

## **ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**ARTICLE 7. INDEMNIFICATION.**

Contractor shall provide indemnification and defense as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**ARTICLE 9. FALSE CLAIMS.**

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

DESERT CONCEPTS CONSTRUCTION, INC.

By: \_\_\_\_\_  
Gabriel Martin  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

Printed  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Andrea Carranza  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

Printed  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Carlos Campos  
City Attorney

849837  
Contractor's License Number and  
Classification

1000006619  
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)
  - Limited
  - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**BOND FORMS**

**Performance Bond**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has been awarded to **Desert Concepts Construction, Inc.**, (hereinafter referred to as the "Contractor") an agreement for **Pueblo Viejo Sustainable Transportation Project, City Project No. ST-130**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **Three million Eighty-Three Thousand One Hundred Forty-Eight DOLLARS and Fifty Cents, (\$3,083,148.50)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF \_\_\_\_\_

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evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

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Number of Pages

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- Trustee(s)
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\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

**Payment Bond (Labor and Materials)**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on \_\_\_\_\_ Date \_\_\_\_\_, 202\_, has been awarded to **Desert Concepts Construction, Inc.** hereinafter designated as the "Principal," a contract for the work described as follows: **Pueblo Viejo Sustainable Transportation Project, City Project No. ST-130** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of **Three Million Eighty Three Thousand One Hundred Forty-Eight Dollars and Fifty Cents (\$3,083,148.50)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_



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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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#### DESCRIPTION OF ATTACHED DOCUMENT

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- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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\_\_\_\_\_

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Signer(s) Other Than Named Above

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### END OF PAYMENT BOND

Pueblo Viejo Sustainable Transportation Project  
CITY OF COACHELLA  
BID OPENING: December 1, 2021

Engineers Estimate = \$3,279,916

<b>Summary of Bid Results After Evaluation</b>				
	<b>Desert Concepts</b>	<b>Granite Construction</b>	<b>CS Legacy</b>	<b>LA Engineering</b>
Base Bid	\$ 2,775,053.00	\$ 2,898,161.00	\$ 3,414,911.73	\$ 4,132,257.40
Alt 1 (block wall)	\$ 101,760.00	\$ 88,560.00	\$ 254,488.56	\$ 76,080.00
Alt 2 (Pendelton)	\$ 129,041.00	\$ 142,890.00	\$ 194,117.46	\$ 121,469.60
Alt 3 (First Street)	\$ 77,294.50	\$ 72,412.00	\$ 121,751.75	\$ 70,093.00
<b>TOTAL</b>	<b>\$ 3,083,148.50</b>	<b>\$ 3,202,023.00</b>	<b>\$ 3,985,269.50</b>	<b>\$ 4,399,900.00</b>

Staff has reviewed the bids and has determined that Desert Concepts Construction, Inc. is the lowest, responsive, responsible bidder.

Bid Summary

Pueblo Viejo Sustainable Transportation Project CITY OF COACHELLA BID OPENING: December 1, 2021				Engineer's Estimate	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM PRICE	TOTAL
1	Mobilization	1	LS	\$ 70,200.00	\$ 70,200.00
2	Best Management Practices	1	LS	\$ 15,000.00	\$ 15,000.00
3	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
4	90-Day Maintenance (Landscape)	1	LS	\$ 12,000.00	\$ 12,000.00
5	Sawcut & Remove AC Pavement (D)	2,605	SF	\$ 10.00	\$ 26,050.00
6	Clearing, Grubbing & Removals (D)	1	LS	\$ 7,415.00	\$ 7,415.00
7	Adjust to Grade Water Valve (D)	3	EA	\$ 1,700.00	\$ 5,100.00
8	Adjust to Grade Sewer MH Frame & Lid (D)	1	EA	\$ 3,200.00	\$ 3,200.00
9	Adjust to Grade Electrical Pull box	1	EA	\$ 1,500.00	\$ 1,500.00
10	Salvage & Reinstall Fire Hydrant (D)	1	EA	\$ 3,500.00	\$ 3,500.00
11	Suitable Backfill (Parkway) (D)(F)	40	CY	\$ 60.00	\$ 2,400.00
12	Cold Mill AC Pavement (4") (D)	13,932	SF	\$ 1.50	\$ 20,898.00
13	Asphalt Concrete (4") (D)	13,932	SF	\$ 4.00	\$ 55,728.00
14	Asphalt Concrete (5") (D)	267	SF	\$ 4.50	\$ 1,201.50
15	Class 2 Crushed Misc. Base (D) (F)	10	CY	\$ 90.00	\$ 900.00
16	6" Curb & Gutter over 6" CAB (D)	320	LF	\$ 50.00	\$ 16,000.00
17	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	268	SF	\$ 15.00	\$ 4,020.00
18	Conc. Sidewalk w/ Med Broom Finish over 2" Sand & 10 Mil Plastic (D)	5,900	SF	\$ 20.00	\$ 118,000.00
19	Conc. Driveway Pavement (8")	240	SF	\$ 30.00	\$ 7,200.00
20	Curb Ramp (D)	6	EA	\$ 7,500.00	\$ 45,000.00
21	Interlocking Pavers (Pedestrian) (D)	215	SF	\$ 22.00	\$ 4,730.00
22	Permeable Pavers	514	SF	\$ 24.00	\$ 12,336.00
23	Decorative Single Post Top Light (D)	5	EA	\$ 9,000.00	\$ 45,000.00
24	Palm Tree Light (D)	8	EA	\$ 2,500.00	\$ 20,000.00
25	Electrical Receptacle (D)	2	EA	\$ 750.00	\$ 1,500.00
26	Pull Box No. 3.5 (PCC) (D)	10	EA	\$ 450.00	\$ 4,500.00
27	2" PVC Conduit & Conductors (D) (F)	460	LF	\$ 15.00	\$ 6,900.00
28	4" PVC Conduit Sleeve (D)	280	LF	\$ 20.00	\$ 5,600.00
29	Signing & Striping (D)	1	LS	\$ 8,500.00	\$ 8,500.00
30	Landscape Sleeving (D) (F)	270	LF	\$ 20.00	\$ 5,400.00
31	Irrigation (D) (F)	1	LS	\$ 19,905.00	\$ 19,905.00
32	Date Palm (16' BTH) (D)	6	EA	\$ 7,500.00	\$ 45,000.00
33	36" Box Tree (D)	2	EA	\$ 800.00	\$ 1,600.00
34	5 Gallon Shrubs (D)	99	EA	\$ 50.00	\$ 4,950.00
35	DG Surface Cover (3/8" Desert Gold) (D)	1,540	SF	\$ 4.00	\$ 6,160.00
36	Bench (D)	2	EA	\$ 1,600.00	\$ 3,200.00
37	Bike Rack (D)	1	EA	\$ 500.00	\$ 500.00
38	Trash Receptacle (D)	2	EA	\$ 1,200.00	\$ 2,400.00
39	Sawcut & Remove AC Pavement (D)	7,641	SF	\$ 10.00	\$ 76,410.00
40	Clearing, Grubbing & Removals (D)	1	LS	\$ 12,110.00	\$ 12,110.00
41	Adjust to Grade Water Valve Frame (D)	1	EA	\$ 1,700.00	\$ 1,700.00
42	Adjust to Grade Sewer MH Lid (D)	3	EA	\$ 3,500.00	\$ 10,500.00
43	Adjust to Grade Gas Valve Frame	1	EA	\$ 1,500.00	\$ 1,500.00
44	Adjust to Grade Water Meter box (D)	6	EA	\$ 500.00	\$ 3,000.00
45	Salvage & Reinstall Fire Hydrant (D)	1	EA	\$ 3,200.00	\$ 3,200.00
46	Salvage & Reinstall Mailbox (D)	1	EA	\$ 250.00	\$ 250.00
47	Salvage & Reinstall Backflow w/ Cage	1	EA	\$ 1,200.00	\$ 1,200.00
48	Suitable Backfill (Parkway) (D) (F)	55	CY	\$ 60.00	\$ 3,300.00

Desert Concepts		Granite Construction		CS Legacy		LA Engineering	
ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
\$ 175,000.00	\$ 175,000.00	\$ 125,000.00	\$ 125,000.00	\$ 177,944.80	\$ 177,944.80	\$ 550,000.00	\$ 550,000.00
\$ 75,305.00	\$ 75,305.00	\$ 45,000.00	\$ 45,000.00	\$ 45,277.30	\$ 45,277.30	\$ 49,182.25	\$ 49,182.25
\$ 90,000.00	\$ 90,000.00	\$ 60,579.00	\$ 60,579.00	\$ 56,121.03	\$ 56,121.03	\$ 200,000.00	\$ 200,000.00
\$ 12,000.00	\$ 12,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,240.00	\$ 6,240.00	\$ 5,000.00	\$ 5,000.00
\$ 3.50	\$ 9,117.50	\$ 2.00	\$ 5,210.00	\$ 4.47	\$ 11,644.35	\$ 4.00	\$ 10,420.00
\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,403.63	\$ 3,403.63	\$ 134,000.00	\$ 134,000.00
\$ 1,100.00	\$ 3,300.00	\$ 800.00	\$ 2,400.00	\$ 1,076.91	\$ 3,230.73	\$ 200.00	\$ 600.00
\$ 1,200.00	\$ 1,200.00	\$ 2,800.00	\$ 2,800.00	\$ 3,044.23	\$ 3,044.23	\$ 1,500.00	\$ 1,500.00
\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 884.94	\$ 884.94	\$ 1,000.00	\$ 1,000.00
\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00	\$ 27,229.09	\$ 27,229.09	\$ 15,000.00	\$ 15,000.00
\$ 55.00	\$ 2,200.00	\$ 650.00	\$ 26,000.00	\$ 109.65	\$ 4,386.00	\$ 90.00	\$ 3,600.00
\$ 1.50	\$ 20,898.00	\$ 1.00	\$ 13,932.00	\$ 1.13	\$ 15,743.16	\$ 1.00	\$ 13,932.00
\$ 3.50	\$ 48,762.00	\$ 4.00	\$ 55,728.00	\$ 3.80	\$ 52,941.60	\$ 3.25	\$ 45,279.00
\$ 4.00	\$ 1,068.00	\$ 4.00	\$ 1,068.00	\$ 4.54	\$ 1,212.18	\$ 3.25	\$ 867.75
\$ 65.00	\$ 650.00	\$ 85.00	\$ 850.00	\$ 204.22	\$ 2,042.20	\$ 400.00	\$ 4,000.00
\$ 45.00	\$ 14,400.00	\$ 60.00	\$ 19,200.00	\$ 64.47	\$ 20,630.40	\$ 77.00	\$ 24,640.00
\$ 9.50	\$ 2,546.00	\$ 12.00	\$ 3,216.00	\$ 17.67	\$ 4,735.56	\$ 24.00	\$ 6,432.00
\$ 9.00	\$ 53,100.00	\$ 14.00	\$ 82,600.00	\$ 16.67	\$ 98,353.00	\$ 11.00	\$ 64,900.00
\$ 16.00	\$ 3,840.00	\$ 20.00	\$ 4,800.00	\$ 26.40	\$ 6,336.00	\$ 32.00	\$ 7,680.00
\$ 9,500.00	\$ 57,000.00	\$ 3,000.00	\$ 18,000.00	\$ 7,298.05	\$ 43,788.30	\$ 3,500.00	\$ 21,000.00
\$ 18.00	\$ 3,870.00	\$ 22.00	\$ 4,730.00	\$ 36.41	\$ 7,828.15	\$ 95.00	\$ 20,425.00
\$ 20.00	\$ 10,280.00	\$ 23.00	\$ 11,822.00	\$ 35.40	\$ 18,195.60	\$ 52.00	\$ 26,728.00
\$ 9,000.00	\$ 45,000.00	\$ 9,100.00	\$ 45,500.00	\$ 11,629.09	\$ 58,145.45	\$ 10,000.00	\$ 50,000.00
\$ 1,200.00	\$ 9,600.00	\$ 1,700.00	\$ 13,600.00	\$ 3,522.76	\$ 28,182.08	\$ 3,000.00	\$ 24,000.00
\$ 800.00	\$ 1,600.00	\$ 600.00	\$ 1,200.00	\$ 1,843.64	\$ 3,687.28	\$ 1,600.00	\$ 3,200.00
\$ 600.00	\$ 6,000.00	\$ 485.00	\$ 4,850.00	\$ 737.45	\$ 7,374.50	\$ 600.00	\$ 6,000.00
\$ 48.00	\$ 22,080.00	\$ 36.00	\$ 16,560.00	\$ 45.38	\$ 20,874.80	\$ 40.00	\$ 18,400.00
\$ 32.00	\$ 8,960.00	\$ 40.00	\$ 11,200.00	\$ 56.73	\$ 15,884.40	\$ 25.00	\$ 7,000.00
\$ 28,000.00	\$ 28,000.00	\$ 5,173.00	\$ 5,173.00	\$ 5,869.01	\$ 5,869.01	\$ 5,400.00	\$ 5,400.00
\$ 35.00	\$ 9,450.00	\$ 15.00	\$ 4,050.00	\$ 37.06	\$ 10,006.20	\$ 38.00	\$ 10,260.00
\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,123.63	\$ 22,123.63	\$ 38,000.00	\$ 38,000.00
\$ 4,500.00	\$ 27,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,176.73	\$ 19,060.38	\$ 5,500.00	\$ 33,000.00
\$ 1,600.00	\$ 3,200.00	\$ 950.00	\$ 1,900.00	\$ 1,077.82	\$ 2,155.64	\$ 3,000.00	\$ 6,000.00
\$ 35.00	\$ 3,465.00	\$ 24.00	\$ 2,376.00	\$ 27.23	\$ 2,695.77	\$ 60.00	\$ 5,940.00
\$ 4.50	\$ 6,930.00	\$ 2.00	\$ 3,080.00	\$ 4.67	\$ 7,191.80	\$ 7.00	\$ 10,780.00
\$ 1,800.00	\$ 3,600.00	\$ 2,800.00	\$ 5,600.00	\$ 3,176.73	\$ 6,353.46	\$ 2,700.00	\$ 5,400.00
\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00	\$ 794.18	\$ 794.18	\$ 750.00	\$ 750.00
\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,701.82	\$ 3,403.64	\$ 1,400.00	\$ 2,800.00
\$ 3.50	\$ 26,743.50	\$ 2.00	\$ 15,282.00	\$ 4.03	\$ 30,793.23	\$ 3.00	\$ 22,923.00
\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00	\$ 3,403.63	\$ 3,403.63	\$ 75,000.00	\$ 75,000.00
\$ 1,100.00	\$ 1,100.00	\$ 800.00	\$ 800.00	\$ 1,076.91	\$ 1,076.91	\$ 550.00	\$ 550.00
\$ 1,200.00	\$ 3,600.00	\$ 2,800.00	\$ 8,400.00	\$ 3,044.24	\$ 9,132.72	\$ 1,500.00	\$ 4,500.00
\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,076.91	\$ 1,076.91	\$ 650.00	\$ 650.00
\$ 800.00	\$ 4,800.00	\$ 1,000.00	\$ 6,000.00	\$ 1,076.91	\$ 6,461.46	\$ 500.00	\$ 3,000.00
\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00	\$ 27,229.09	\$ 27,229.09	\$ 15,000.00	\$ 15,000.00
\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,078.44	\$ 1,078.44	\$ 1,000.00	\$ 1,000.00
\$ 1,200.00	\$ 1,200.00	\$ 13,000.00	\$ 13,000.00	\$ 6,240.00	\$ 6,240.00	\$ 1,500.00	\$ 1,500.00
\$ 55.00	\$ 3,025.00	\$ 650.00	\$ 35,750.00	\$ 109.65	\$ 6,030.75	\$ 100.00	\$ 5,500.00

Bid Summary

Pueblo Viejo Sustainable Transportation Project CITY OF COACHELLA BID OPENING: December 1, 2021				Engineer's Estimate		Desert Concepts		Granite Construction		CS Legacy		LA Engineering	
49	Cold Mill AC Pavement (4") (D)	26,514	SF	\$ 1.50	\$ 39,771.00	\$ 1.50	\$ 39,771.00	\$ 1.00	\$ 26,514.00	\$ 0.79	\$ 20,946.06	\$ 0.60	\$ 15,908.40
50	Asphalt Concrete (4") (D)	26,514	SF	\$ 4.00	\$ 106,056.00	\$ 3.50	\$ 92,799.00	\$ 4.00	\$ 106,056.00	\$ 3.12	\$ 82,723.68	\$ 2.75	\$ 72,913.50
51	Asphalt Concrete (5") (D)	430	SF	\$ 4.50	\$ 1,935.00	\$ 4.00	\$ 1,720.00	\$ 4.00	\$ 1,720.00	\$ 7.94	\$ 3,414.20	\$ 2.75	\$ 1,182.50
52	Class 2 Crushed Misc. Base (D) (F)	60	CY	\$ 90.00	\$ 5,400.00	\$ 65.00	\$ 3,900.00	\$ 85.00	\$ 5,100.00	\$ 175.85	\$ 10,551.00	\$ 300.00	\$ 18,000.00
53	6" Curb & Gutter over 6" CAB (D)	847	LF	\$ 50.00	\$ 42,350.00	\$ 45.00	\$ 38,115.00	\$ 60.00	\$ 50,820.00	\$ 64.15	\$ 54,335.05	\$ 61.00	\$ 51,667.00
54	6" Curb over 6" CAB (D)	45	LF	\$ 40.00	\$ 1,800.00	\$ 35.00	\$ 1,575.00	\$ 70.00	\$ 3,150.00	\$ 63.64	\$ 2,863.80	\$ 90.00	\$ 4,050.00
55	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	900	SF	\$ 15.00	\$ 13,500.00	\$ 9.50	\$ 8,550.00	\$ 12.00	\$ 10,800.00	\$ 17.13	\$ 15,417.00	\$ 13.00	\$ 11,700.00
56	Conc. Sidewalk w/ Med Broom Finish over 2" Sand & 10 Mil Plastic (D)	5,917	SF	\$ 18.00	\$ 106,506.00	\$ 9.00	\$ 53,253.00	\$ 14.00	\$ 82,838.00	\$ 16.15	\$ 95,559.55	\$ 11.00	\$ 65,087.00
57	Conc. Driveway Approach (D)	1,035	SF	\$ 20.00	\$ 20,700.00	\$ 14.00	\$ 14,490.00	\$ 16.00	\$ 16,560.00	\$ 24.52	\$ 25,378.20	\$ 16.00	\$ 16,560.00
58	Conc. / Paver Driveway Approach (D)	832	SF	\$ 30.00	\$ 24,960.00	\$ 14.00	\$ 11,648.00	\$ 24.00	\$ 19,968.00	\$ 30.70	\$ 25,542.40	\$ 67.00	\$ 55,744.00
59	Conc. Driveway Pavement (6") (D)	2,290	SF	\$ 25.00	\$ 57,250.00	\$ 14.00	\$ 32,060.00	\$ 14.00	\$ 32,060.00	\$ 23.78	\$ 54,456.20	\$ 11.00	\$ 25,190.00
60	Conc. Driveway Pavement (8") (D)	3,454	SF	\$ 30.00	\$ 103,620.00	\$ 16.00	\$ 55,264.00	\$ 16.00	\$ 55,264.00	\$ 23.69	\$ 81,825.26	\$ 12.00	\$ 41,448.00
61	Curb Ramp (D)	4	EA	\$ 7,500.00	\$ 30,000.00	\$ 9,500.00	\$ 38,000.00	\$ 3,000.00	\$ 12,000.00	\$ 7,353.63	\$ 29,414.52	\$ 3,500.00	\$ 14,000.00
61A	Interlocking Pavers (Pedestrian) (D)	488	SF	\$ 22.00	\$ 10,736.00	\$ 18.00	\$ 8,784.00	\$ 22.00	\$ 10,736.00	\$ 32.81	\$ 16,011.28	\$ 76.00	\$ 37,088.00
62	Permeable Pavers (D)	2,062	SF	\$ 24.00	\$ 49,488.00	\$ 20.00	\$ 41,240.00	\$ 23.00	\$ 47,426.00	\$ 31.75	\$ 65,468.50	\$ 50.00	\$ 103,100.00
63	Traffic Rated Paver Crosswalk w/ Conc. Band	960	SF	\$ 65.00	\$ 62,400.00	\$ 25.00	\$ 24,000.00	\$ 50.00	\$ 48,000.00	\$ 64.22	\$ 61,651.20	\$ 80.00	\$ 76,800.00
64	Catch Basin	3	EA	\$ 14,000.00	\$ 42,000.00	\$ 8,000.00	\$ 24,000.00	\$ 24,000.00	\$ 72,000.00	\$ 7,714.91	\$ 23,144.73	\$ 8,000.00	\$ 24,000.00
65	12" N-12 WT JT HDPE Pipe	67	LF	\$ 75.00	\$ 5,025.00	\$ 280.00	\$ 18,760.00	\$ 500.00	\$ 33,500.00	\$ 583.16	\$ 39,071.72	\$ 350.00	\$ 23,450.00
66	18" N-12 WT JT HDPE Pipe	61	LF	\$ 95.00	\$ 5,795.00	\$ 350.00	\$ 21,350.00	\$ 500.00	\$ 30,500.00	\$ 602.44	\$ 36,748.84	\$ 500.00	\$ 30,500.00
67	Decorative Single Post Top Light (D)	5	EA	\$ 9,000.00	\$ 45,000.00	\$ 9,000.00	\$ 45,000.00	\$ 9,100.00	\$ 45,500.00	\$ 11,629.09	\$ 58,145.45	\$ 10,000.00	\$ 50,000.00
68	Decorative Street Light (D)	1	EA	\$ 10,200.00	\$ 10,200.00	\$ 12,000.00	\$ 12,000.00	\$ 14,458.00	\$ 14,458.00	\$ 17,886.11	\$ 17,886.11	\$ 16,000.00	\$ 16,000.00
69	Palm Tree Ring Light (D)	5	EA	\$ 2,500.00	\$ 12,500.00	\$ 1,200.00	\$ 6,000.00	\$ 1,700.00	\$ 8,500.00	\$ 3,522.76	\$ 17,613.80	\$ 3,200.00	\$ 16,000.00
70	Electrical Receptacle (D)	7	EA	\$ 750.00	\$ 5,250.00	\$ 800.00	\$ 5,600.00	\$ 600.00	\$ 4,200.00	\$ 1,843.64	\$ 12,905.48	\$ 1,600.00	\$ 11,200.00
71	Pull Box No. 3.5 (PCC) (D)	12	EA	\$ 450.00	\$ 5,400.00	\$ 600.00	\$ 7,200.00	\$ 485.00	\$ 5,820.00	\$ 737.45	\$ 8,849.40	\$ 700.00	\$ 8,400.00
72	2" PVC Conduit & Conductors (D) (F)	780	LF	\$ 15.00	\$ 11,700.00	\$ 48.00	\$ 37,440.00	\$ 36.00	\$ 28,080.00	\$ 45.38	\$ 35,396.40	\$ 40.00	\$ 31,200.00
73	Modify Ex. Electrical Meter Pedestal	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,815.28	\$ 1,815.28	\$ 1,600.00	\$ 1,600.00
74	4" PVC Conduit Sleeve (D) (F)	750	LF	\$ 20.00	\$ 15,000.00	\$ 32.00	\$ 24,000.00	\$ 40.00	\$ 30,000.00	\$ 56.73	\$ 42,547.50	\$ 25.00	\$ 18,750.00
75	Signing & Striping (D)	1	LS	\$ 8,190.00	\$ 8,190.00	\$ 25,000.00	\$ 25,000.00	\$ 7,010.00	\$ 7,010.00	\$ 7,953.17	\$ 7,953.17	\$ 8,000.00	\$ 8,000.00
76	Landscape Sleeving (D) (F)	680	LF	\$ 20.00	\$ 13,600.00	\$ 35.00	\$ 23,800.00	\$ 15.00	\$ 10,200.00	\$ 38.18	\$ 25,962.40	\$ 30.00	\$ 20,400.00
77	Irrigation (D) (F)	1	LS	\$ 22,380.00	\$ 22,380.00	\$ 18,000.00	\$ 18,000.00	\$ 25,000.00	\$ 25,000.00	\$ 28,363.63	\$ 28,363.63	\$ 50,000.00	\$ 50,000.00
78	Date Palm (16' BTH) (D)	6	EA	\$ 7,500.00	\$ 45,000.00	\$ 4,500.00	\$ 27,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,176.73	\$ 19,060.38	\$ 5,500.00	\$ 33,000.00
79	36" Box Tree (D)	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 950.00	\$ 1,900.00	\$ 1,021.10	\$ 2,042.20	\$ 3,000.00	\$ 6,000.00
80	5 Gallon Shrubs (D)	37	EA	\$ 50.00	\$ 1,850.00	\$ 35.00	\$ 1,295.00	\$ 24.00	\$ 888.00	\$ 17.66	\$ 653.42	\$ 59.00	\$ 2,183.00
81	DG Surface Cover (3/8" Desert Gold) (D)	375	SF	\$ 4.00	\$ 1,500.00	\$ 4.50	\$ 1,687.50	\$ 2.00	\$ 750.00	\$ 4.46	\$ 1,672.50	\$ 7.00	\$ 2,625.00
82	Bench (D)	3	EA	\$ 1,600.00	\$ 4,800.00	\$ 1,800.00	\$ 5,400.00	\$ 2,800.00	\$ 8,400.00	\$ 3,176.73	\$ 9,530.19	\$ 3,700.00	\$ 11,100.00
83	Bike Rack (D)	2	EA	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 700.00	\$ 1,400.00	\$ 794.19	\$ 1,588.38	\$ 600.00	\$ 1,200.00
84	Trash Receptacle (D)	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 1,701.82	\$ 5,105.46	\$ 1,350.00	\$ 4,050.00
85	Sawcut & Remove AC Pavement (D)	420	SF	\$ 10.00	\$ 4,200.00	\$ 3.50	\$ 1,470.00	\$ 2.00	\$ 840.00	\$ 5.38	\$ 2,259.60	\$ 10.00	\$ 4,200.00
86	Adjust to Grade Gas Valve Frame	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 1,076.91	\$ 1,076.91	\$ 650.00	\$ 650.00
87	Salvage & Reinstall Fire Backflow Prevention Device	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00	\$ 28,363.63	\$ 28,363.63	\$ 1,800.00	\$ 1,800.00
88	Relocate Traffic Signal Communication Pull box	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 8,000.00	\$ 8,000.00	\$ 11,005.09	\$ 11,005.09	\$ 10,000.00	\$ 10,000.00
89	Clearing, Grubbing and Removals (D)	1	LS	\$ 2,420.00	\$ 2,420.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,403.63	\$ 3,403.63	\$ 15,000.00	\$ 15,000.00
90	F&I 10" DIP Water Pipe & Couplers	10	LF	\$ 350.00	\$ 3,500.00	\$ 380.00	\$ 3,800.00	\$ 500.00	\$ 5,000.00	\$ 249.60	\$ 2,496.00	\$ 600.00	\$ 6,000.00
91	Asphalt Concrete (5") (D)	6,976	SF	\$ 4.00	\$ 27,904.00	\$ 4.00	\$ 27,904.00	\$ 4.00	\$ 27,904.00	\$ 5.67	\$ 39,553.92	\$ 4.50	\$ 31,392.00
92	Class 2 Crushed Misc. Base (D) (F)	195	CY	\$ 90.00	\$ 17,550.00	\$ 65.00	\$ 12,675.00	\$ 85.00	\$ 16,575.00	\$ 96.44	\$ 18,805.80	\$ 250.00	\$ 48,750.00
93	6" Curb & Gutter over 6" CAB (D)	325	LF	\$ 50.00	\$ 16,250.00	\$ 45.00	\$ 14,625.00	\$ 60.00	\$ 19,500.00	\$ 65.86	\$ 21,404.50	\$ 60.00	\$ 19,500.00
94	Conc. Cross Gutter (D)	1,187	SF	\$ 22.00	\$ 26,114.00	\$ 16.00	\$ 18,992.00	\$ 20.00	\$ 23,740.00	\$ 30.31	\$ 35,977.97	\$ 35.00	\$ 41,545.00

Bid Summary

Pueblo Viejo Sustainable Transportation Project CITY OF COACHELLA BID OPENING: December 1, 2021				Engineer's Estimate		Desert Concepts		Granite Construction		CS Legacy		LA Engineering	
95	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	2,144	SF	\$ 15.00	\$ 32,160.00	\$ 9.50	\$ 20,368.00	\$ 12.00	\$ 25,728.00	\$ 18.03	\$ 38,656.32	\$ 14.00	\$ 30,016.00
96	Conc. Driveway Pavement (8") (D)	729	SF	\$ 25.00	\$ 18,225.00	\$ 16.00	\$ 11,664.00	\$ 16.00	\$ 11,664.00	\$ 28.18	\$ 20,543.22	\$ 17.00	\$ 12,393.00
96A	Curb Ramp (D)	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 9,500.00	\$ 19,000.00	\$ 3,000.00	\$ 6,000.00	\$ 7,353.64	\$ 14,707.28	\$ 4,000.00	\$ 8,000.00
97	Type 15 Street Light (Non Decorative) (LED) (D)	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 14,000.00	\$ 28,000.00	\$ 8,400.00	\$ 16,800.00	\$ 9,813.82	\$ 19,627.64	\$ 10,000.00	\$ 20,000.00
98	2" PVC Conduit & Conductors (D) (F)	250	LF	\$ 15.00	\$ 3,750.00	\$ 48.00	\$ 12,000.00	\$ 36.00	\$ 9,000.00	\$ 45.38	\$ 11,345.00	\$ 40.00	\$ 10,000.00
99	Signing & Striping (D)	1	LS	\$ 2,110.00	\$ 2,110.00	\$ 15,000.00	\$ 15,000.00	\$ 1,438.00	\$ 1,438.00	\$ 1,631.47	\$ 1,631.47	\$ 1,500.00	\$ 1,500.00
100	Landscape Sleeving (D) (F)	58	LF	\$ 20.00	\$ 1,160.00	\$ 35.00	\$ 2,030.00	\$ 15.00	\$ 870.00	\$ 53.13	\$ 3,081.54	\$ 75.00	\$ 4,350.00
101	Irrigation (D) (F)	1	LS	\$ 11,016.00	\$ 11,016.00	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,643.64	\$ 9,643.64	\$ 120,000.00	\$ 120,000.00
102	Date Palm (16' BTH) (D)	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,176.72	\$ 3,176.72	\$ 6,000.00	\$ 6,000.00
103	24" Box Tree (D)	20	EA	\$ 600.00	\$ 12,000.00	\$ 1,200.00	\$ 24,000.00	\$ 500.00	\$ 10,000.00	\$ 510.55	\$ 10,211.00	\$ 800.00	\$ 16,000.00
104	5 Gallon Shrubs (D)	41	EA	\$ 50.00	\$ 2,050.00	\$ 35.00	\$ 1,435.00	\$ 24.00	\$ 984.00	\$ 27.23	\$ 1,116.43	\$ 45.00	\$ 1,845.00
105	DG Surface Cover (3/8" Desert Gold) (D)	3,560	SF	\$ 3.50	\$ 12,460.00	\$ 4.50	\$ 16,020.00	\$ 2.00	\$ 7,120.00	\$ 4.50	\$ 16,020.00	\$ 6.00	\$ 21,360.00
106	Sawcut & Remove AC Pavement (D)	231	SF	\$ 10.00	\$ 2,310.00	\$ 3.50	\$ 808.50	\$ 2.00	\$ 462.00	\$ 6.58	\$ 1,519.98	\$ 15.00	\$ 3,465.00
107	Remove AC Berm	108	LF	\$ 5.00	\$ 540.00	\$ 20.00	\$ 2,160.00	\$ 5.00	\$ 540.00	\$ 12.34	\$ 1,332.72	\$ 16.00	\$ 1,728.00
108	6" Curb & Gutter over 6" CAB (D)	108	LF	\$ 50.00	\$ 5,400.00	\$ 45.00	\$ 4,860.00	\$ 60.00	\$ 6,480.00	\$ 61.78	\$ 6,672.24	\$ 54.00	\$ 5,832.00
109	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	551	SF	\$ 15.00	\$ 8,265.00	\$ 9.50	\$ 5,234.50	\$ 12.00	\$ 6,612.00	\$ 18.13	\$ 9,989.63	\$ 15.00	\$ 8,265.00
110	Remove Conc. Driveway	128	SF	\$ 4.00	\$ 512.00	\$ 4.50	\$ 576.00	\$ 3.00	\$ 384.00	\$ 18.48	\$ 2,365.44	\$ 12.00	\$ 1,536.00
111	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	1,696	SF	\$ 15.00	\$ 25,440.00	\$ 9.50	\$ 16,112.00	\$ 12.00	\$ 20,352.00	\$ 21.86	\$ 37,074.56	\$ 15.00	\$ 25,440.00
112	Conc. Driveway Approach (D)	128	SF	\$ 20.00	\$ 2,560.00	\$ 14.00	\$ 1,792.00	\$ 16.00	\$ 2,048.00	\$ 37.43	\$ 4,791.04	\$ 43.00	\$ 5,504.00
113	6" Curb over 6" CAB (D)	105	LF	\$ 40.00	\$ 4,200.00	\$ 35.00	\$ 3,675.00	\$ 70.00	\$ 7,350.00	\$ 74.66	\$ 7,839.30	\$ 60.00	\$ 6,300.00
114	Salvage & Reinstall Sign (D)	2	EA	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 283.64	\$ 567.28	\$ 500.00	\$ 1,000.00
115	Remove Chain Link Fence (F)	1,121	LF	\$ 3.00	\$ 3,363.00	\$ 20.00	\$ 22,420.00	\$ 8.00	\$ 8,968.00	\$ 6.30	\$ 7,062.30	\$ 5.00	\$ 5,605.00
116	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	2,015	SF	\$ 15.00	\$ 30,225.00	\$ 9.50	\$ 19,142.50	\$ 12.00	\$ 24,180.00	\$ 19.04	\$ 38,365.60	\$ 12.00	\$ 24,180.00
117	Curb Ramp (D)	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,353.64	\$ 7,353.64	\$ 5,000.00	\$ 5,000.00
118	Clearing, Grubbing and Removals (D)	1	LS	\$ 4,970.00	\$ 4,970.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 3,403.63	\$ 3,403.63	\$ 55,000.00	\$ 55,000.00
119	Cold Mill AC Pavement (0.10') (D)	1,761	SF	\$ 1.50	\$ 2,641.50	\$ 1.50	\$ 2,641.50	\$ 1.00	\$ 1,761.00	\$ 0.68	\$ 1,197.48	\$ 2.00	\$ 3,522.00
120	Asphalt Concrete Overlay (Ave. T=0.15')	1,761	SF	\$ 2.50	\$ 4,402.50	\$ 2.00	\$ 3,522.00	\$ 4.00	\$ 7,044.00	\$ 2.61	\$ 4,596.21	\$ 2.00	\$ 3,522.00
121	Mod. Wedge Curb over 6" CAB	48	LF	\$ 50.00	\$ 2,400.00	\$ 86.00	\$ 4,128.00	\$ 65.00	\$ 3,120.00	\$ 102.45	\$ 4,917.60	\$ 140.00	\$ 6,720.00
122	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	523	SF	\$ 15.00	\$ 7,845.00	\$ 9.50	\$ 4,968.50	\$ 12.00	\$ 6,276.00	\$ 20.11	\$ 10,517.53	\$ 13.00	\$ 6,799.00
123	Conc. Bikeway over 2" Sand & 10 Mil Plastic	5,517	SF	\$ 16.00	\$ 88,272.00	\$ 9.00	\$ 49,653.00	\$ 12.00	\$ 66,204.00	\$ 17.76	\$ 97,981.92	\$ 16.00	\$ 88,272.00
124	Conc. Driveway Approach (D)	515	SF	\$ 9.00	\$ 4,635.00	\$ 14.00	\$ 7,210.00	\$ 16.00	\$ 8,240.00	\$ 30.53	\$ 15,722.95	\$ 18.00	\$ 9,270.00
125	Furnish & Install Metal Bollard	2	EA	\$ 250.00	\$ 500.00	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$ 3,403.64	\$ 6,807.28	\$ 750.00	\$ 1,500.00
126	Decorative Street Light (D)	1	EA	\$ 10,200.00	\$ 10,200.00	\$ 12,000.00	\$ 12,000.00	\$ 14,458.00	\$ 14,458.00	\$ 17,886.11	\$ 17,886.11	\$ 16,000.00	\$ 16,000.00

Bid Summary

Pueblo Viejo Sustainable Transportation Project CITY OF COACHELLA BID OPENING: December 1, 2021				Engineer's Estimate		Desert Concepts		Granite Construction		CS Legacy		LA Engineering	
126A	Decorative Single Post Top Light (D)	4	EA	\$ 9,000.00	\$ 36,000.00	\$ 9,000.00	\$ 36,000.00	\$ 9,100.00	\$ 36,400.00	\$ 11,629.09	\$ 46,516.36	\$ 10,500.00	\$ 42,000.00
127	Decorative Bollard Light w/ Receptacle	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 4,000.00	\$ 20,000.00	\$ 3,500.00	\$ 17,500.00	\$ 3,931.20	\$ 19,656.00	\$ 4,000.00	\$ 20,000.00
128	2" PVC Conduit & Conductors (D) (F)	560	LF	\$ 15.00	\$ 8,400.00	\$ 48.00	\$ 26,880.00	\$ 36.00	\$ 20,160.00	\$ 45.38	\$ 25,412.80	\$ 40.00	\$ 22,400.00
129	Pull Box No. 3.5 (PCC) (D)	10	EA	\$ 450.00	\$ 4,500.00	\$ 600.00	\$ 6,000.00	\$ 485.00	\$ 4,850.00	\$ 737.45	\$ 7,374.50	\$ 700.00	\$ 7,000.00
130	Meter Pedestal (Paseo Lighting) (200A)	1	EA	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 5,105.46	\$ 5,105.46	\$ 5,000.00	\$ 5,000.00
131	Transformer Pad (Single Phase) per IID Standard	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 11,912.72	\$ 11,912.72	\$ 12,000.00	\$ 12,000.00
132	F&I Street Sign	2	EA	\$ 650.00	\$ 1,300.00	\$ 450.00	\$ 900.00	\$ 650.00	\$ 1,300.00	\$ 794.19	\$ 1,588.38	\$ 1,200.00	\$ 2,400.00
133	Landscape Sleeving (D) (F)	35	LF	\$ 20.00	\$ 700.00	\$ 35.00	\$ 1,225.00	\$ 15.00	\$ 525.00	\$ 55.11	\$ 1,928.85	\$ 60.00	\$ 2,100.00
134	Irrigation (D) (F)	1	LS	\$ 56,695.00	\$ 56,695.00	\$ 33,750.00	\$ 33,750.00	\$ 38,000.00	\$ 38,000.00	\$ 41,978.18	\$ 41,978.18	\$ 33,000.00	\$ 33,000.00
135	Date Palm (16' BTH) (D)	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,176.72	\$ 3,176.72	\$ 6,000.00	\$ 6,000.00
136	24" Box Tree (D)	21	EA	\$ 600.00	\$ 12,600.00	\$ 1,200.00	\$ 25,200.00	\$ 500.00	\$ 10,500.00	\$ 510.55	\$ 10,721.55	\$ 300.00	\$ 6,300.00
137	5 Gallon Shrubs (D)	116	EA	\$ 50.00	\$ 5,800.00	\$ 35.00	\$ 4,060.00	\$ 24.00	\$ 2,784.00	\$ 27.23	\$ 3,158.68	\$ 35.00	\$ 4,060.00
138	DG Surface Cover (3/8" Desert Gold) (D)	30,100	SF	\$ 3.50	\$ 105,350.00	\$ 4.50	\$ 135,450.00	\$ 2.00	\$ 60,200.00	\$ 3.75	\$ 112,875.00	\$ 4.00	\$ 120,400.00
139	Bench (D)	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,800.00	\$ 5,600.00	\$ 3,176.73	\$ 6,353.46	\$ 2,700.00	\$ 5,400.00
140	Trash Receptacle (D)	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,701.82	\$ 1,701.82	\$ 1,400.00	\$ 1,400.00
141	Bike Lane Detail "A" (Biker Symbol, "BIKE LANE" & Arrow)	35	EA	\$ 600.00	\$ 21,000.00	\$ 275.00	\$ 9,625.00	\$ 125.00	\$ 4,375.00	\$ 141.82	\$ 4,963.70	\$ 130.00	\$ 4,550.00
142	Bike Lane Detail "B" (Biker w/ Double Chevron) w/ Green MMAX Background	29	EA	\$ 300.00	\$ 8,700.00	\$ 450.00	\$ 13,050.00	\$ 250.00	\$ 7,250.00	\$ 283.64	\$ 8,225.56	\$ 260.00	\$ 7,540.00
143	4" Solid White Line (Paint) (Det 27B) (F)	9,910	LF	\$ 2.00	\$ 19,820.00	\$ 3.25	\$ 32,207.50	\$ 0.50	\$ 4,955.00	\$ 0.57	\$ 5,648.70	\$ 0.50	\$ 4,955.00
144	6" Solid White Line (Paint) (Det 39) (F)	8,780	LF	\$ 2.20	\$ 19,316.00	\$ 3.75	\$ 32,925.00	\$ 0.60	\$ 5,268.00	\$ 0.68	\$ 5,970.40	\$ 0.60	\$ 5,268.00
145	6" Skip White Line (Paint) (Det 39A) (Painted Length) (F)	470	LF	\$ 2.20	\$ 1,034.00	\$ 3.75	\$ 1,762.50	\$ 0.40	\$ 188.00	\$ 0.45	\$ 211.50	\$ 0.40	\$ 188.00
146	Clearing, Grubbing and Removals (D)	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,836.36	\$ 2,836.36	\$ 10,000.00	\$ 10,000.00
147	Interlocking Pavers (Pedestrian) (D)	585	SF	\$ 22.00	\$ 12,870.00	\$ 18.00	\$ 10,530.00	\$ 24.00	\$ 14,040.00	\$ 25.67	\$ 15,016.95	\$ 60.00	\$ 35,100.00
148	Shade Structure	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 68,000.00	\$ 68,000.00	\$ 65,000.00	\$ 65,000.00	\$ 69,561.02	\$ 69,561.02	\$ 55,000.00	\$ 55,000.00
149	Picnic Table	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,538.18	\$ 9,076.36	\$ 4,900.00	\$ 9,800.00
150	Trash Receptacle (D)	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,701.82	\$ 1,701.82	\$ 1,350.00	\$ 1,350.00
151	Bike Rack (D)	1	EA	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00	\$ 794.18	\$ 794.18	\$ 600.00	\$ 600.00
152	Dry Utility Trenching (F)	1,260	LF	\$ 165.00	\$ 207,900.00	\$ 35.00	\$ 44,100.00	\$ 80.00	\$ 100,800.00	\$ 170.18	\$ 214,426.80	\$ 160.00	\$ 201,600.00
153	4" Sch. 40 PVC, IID Conduit (F)	560	LF	\$ 15.00	\$ 8,400.00	\$ 14.00	\$ 7,840.00	\$ 45.00	\$ 25,200.00	\$ 56.73	\$ 31,768.80	\$ 60.00	\$ 33,600.00
154	5" Sch. 40 PVC, IID Conduit (F)	2,310	LF	\$ 17.00	\$ 39,270.00	\$ 17.00	\$ 39,270.00	\$ 45.00	\$ 103,950.00	\$ 31.77	\$ 73,388.70	\$ 30.00	\$ 69,300.00
155	6" Sch. 40 PVC, IID Conduit (F)	1,970	LF	\$ 20.00	\$ 39,400.00	\$ 20.00	\$ 39,400.00	\$ 50.00	\$ 98,500.00	\$ 34.04	\$ 67,058.80	\$ 55.00	\$ 108,350.00
156	5" Sch. 80 PVC Riser	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00	\$ 2,765.46	\$ 11,061.84	\$ 2,000.00	\$ 8,000.00

Bid Summary

Pueblo Viejo Sustainable Transportation Project CITY OF COACHELLA BID OPENING: December 1, 2021				Engineer's Estimate		Desert Concepts		Granite Construction		CS Legacy		LA Engineering	
157	6" Sch. 80 PVC Riser	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,456.29	\$ 9,825.16	\$ 2,000.00	\$ 8,000.00
158	Transformer Pad (3 Phase) per IID Standard	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 13,614.54	\$ 13,614.54	\$ 13,000.00	\$ 13,000.00
159	Sector Vault Per IID Standard	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,076.36	\$ 9,076.36	\$ 9,000.00	\$ 9,000.00
	Add Alternative A					\$ 2,775,053.00		\$ 2,898,161.00		\$ 3,414,911.73		\$ 4,132,257.40	
160	Remove Fence, Posts & Footing (F)	120	LF	\$ 35.00	\$ 4,200.00	\$ 35.00	\$ 4,200.00	\$ 6.00	\$ 720.00	\$ 10.26	\$ 1,231.20	\$ 20.00	\$ 2,400.00
161	6' Tall Garden Wall (Precision Block) (Sand)	392	LF	\$ 275.00	\$ 107,800.00	\$ 195.00	\$ 76,440.00	\$ 180.00	\$ 70,560.00	\$ 507.81	\$ 199,061.52	\$ 150.00	\$ 58,800.00
162	6' Tall Garden Wall (Split Face) (La Paz)	96	LF	\$ 275.00	\$ 26,400.00	\$ 220.00	\$ 21,120.00	\$ 180.00	\$ 17,280.00	\$ 564.54	\$ 54,195.84	\$ 155.00	\$ 14,880.00
	Add Alternative B												
163	Sawcut & Remove AC Pavement (D)	1,840	SF	\$ 10.00	\$ 18,400.00	\$ 3.50	\$ 6,440.00	\$ 2.00	\$ 3,680.00	\$ 5.73	\$ 10,543.20	\$ 4.00	\$ 7,360.00
164	Clearing, Grubbing and Removals (D)	1	LS	\$ 7,100.00	\$ 7,100.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,403.63	\$ 3,403.63	\$ 15,000.00	\$ 15,000.00
165	Cold Mill AC Pavement (0.10') (D)	7,996	SF	\$ 1.50	\$ 11,994.00	\$ 1.50	\$ 11,994.00	\$ 1.00	\$ 7,996.00	\$ 0.68	\$ 5,437.28	\$ 0.60	\$ 4,797.60
166	Asphalt Concrete Overlay (Ave. T=0.20')	7,996	SF	\$ 3.00	\$ 23,988.00	\$ 2.50	\$ 19,990.00	\$ 4.00	\$ 31,984.00	\$ 2.61	\$ 20,869.56	\$ 2.00	\$ 15,992.00
167	6" Curb & Gutter over 6" CAB (D)	368	LF	\$ 50.00	\$ 18,400.00	\$ 45.00	\$ 16,560.00	\$ 60.00	\$ 22,080.00	\$ 70.77	\$ 26,043.36	\$ 50.00	\$ 18,400.00
168	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	1,950	SF	\$ 12.00	\$ 23,400.00	\$ 9.50	\$ 18,525.00	\$ 12.00	\$ 23,400.00	\$ 19.64	\$ 38,298.00	\$ 9.00	\$ 17,550.00
169	Conc. Driveway Approach	918	SF	\$ 9.00	\$ 8,262.00	\$ 14.00	\$ 12,852.00	\$ 16.00	\$ 14,688.00	\$ 27.60	\$ 25,336.80	\$ 15.00	\$ 13,770.00
170	Conc. Cross Gutter (D)	480	SF	\$ 22.00	\$ 10,560.00	\$ 16.00	\$ 7,680.00	\$ 20.00	\$ 9,600.00	\$ 52.74	\$ 25,315.20	\$ 20.00	\$ 9,600.00
171	Curb Ramp	3	EA	\$ 8,000.00	\$ 24,000.00	\$ 4,500.00	\$ 13,500.00	\$ 3,000.00	\$ 9,000.00	\$ 7,298.04	\$ 21,894.12	\$ 4,000.00	\$ 12,000.00
172	Salvage & Reinstall Mailbox (D)	2	EA	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,078.44	\$ 2,156.88	\$ 1,000.00	\$ 2,000.00
173	Signing & Striping (D)	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 13,500.00	\$ 13,500.00	\$ 13,062.00	\$ 13,062.00	\$ 14,819.43	\$ 14,819.43	\$ 5,000.00	\$ 5,000.00
	Add Alternative C												
174	Sawcut & Remove AC Pavement (D)	1,735	SF	\$ 10.00	\$ 17,350.00	\$ 3.50	\$ 6,072.50	\$ 2.00	\$ 3,470.00	\$ 5.60	\$ 9,716.00	\$ 3.00	\$ 5,205.00
175	Asphalt Concrete (5") (D)	2,078	SF	\$ 4.00	\$ 8,312.00	\$ 4.00	\$ 8,312.00	\$ 4.00	\$ 8,312.00	\$ 9.64	\$ 20,031.92	\$ 6.00	\$ 12,468.00
176	Class 2 Crushed Misc. Base (D) (F)	58	CY	\$ 90.00	\$ 5,220.00	\$ 65.00	\$ 3,770.00	\$ 85.00	\$ 4,930.00	\$ 186.07	\$ 10,792.06	\$ 150.00	\$ 8,700.00
177	6" Curb & Gutter (D) over 6" CAB	408	LF	\$ 50.00	\$ 20,400.00	\$ 45.00	\$ 18,360.00	\$ 60.00	\$ 24,480.00	\$ 75.73	\$ 30,897.84	\$ 40.00	\$ 16,320.00
178	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	2,240	SF	\$ 15.00	\$ 33,600.00	\$ 9.50	\$ 21,280.00	\$ 12.00	\$ 26,880.00	\$ 18.50	\$ 41,440.00	\$ 10.00	\$ 22,400.00
179	Curb Ramp (D)	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 9,500.00	\$ 9,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,353.64	\$ 7,353.64	\$ 4,000.00	\$ 4,000.00
180	Signing & Striping (D)	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 1,340.00	\$ 1,340.00	\$ 1,520.29	\$ 1,520.29	\$ 1,000.00	\$ 1,000.00
	Sub-Total:			\$ 3,279,916.50		\$ 3,083,148.50		\$ 3,202,023.00		\$ 3,985,269.50		\$ 4,399,900.00	
	Contingency			\$ 327,991.65		\$ 308,314.85		\$ 320,202.30		\$ 398,526.95		\$ 439,990.00	
	Grand Total			\$ 3,607,908.15		\$ 3,391,463.35		\$ 3,522,225.30		\$ 4,383,796.45		\$ 4,839,890.00	

Indicates Staff Correction of the math

Indicates Apparent Low Bidder





**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Andrew Simmons, City Engineer

**SUBJECT:** Authorize Staff To Advertise The Fire Station #79 Rehabilitation And Expansion Project (F-7) And Appropriate Funds For The Project

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**STAFF RECOMMENDATION:**

Authorize City Staff to Advertise the Fire Station #79 Rehabilitation and Expansion Project for the Construction phase of the project. Appropriate funding as identified herein for the completion of the project.

**EXECUTIVE SUMMARY:**

The Fire Station #79 Rehabilitation and Expansion project was first identified in 2017 as a preferred alternative to enhance the emergency response times within our City. Since that Time, Staff has worked diligently with Cal Fire and Cannon Design Group to design a remodel project that will both rehabilitate and revitalize the necessary functions of the Fire Station as well as expand the Fire Station to house additional first responder personal and improve community safety. The Project has completed the 100% design phase of the project and can be made available to be advertised for bid to seek the lowest responsive bidder for the completion of the work.

This project is deemed critical for both the existing safety of our community as well as preparation for future pandemic and emergency responses.

**BACKGROUND:**

In 2017, City staff considered three alternatives to increase the capacity of our critical emergency response services. These options included rehabilitating the existing Fire Station, building a new fire station and doing nothing. Doing nothing was deemed unacceptable in order to improve community safety. The rehabilitation was selected as the most cost effective alternative. In addition, the Central location of the existing Fire Station provides the most efficient response times to all portions of the City, which was considered highly important in the decision making process. A new Fire station at another location would potentially increase response times to some areas of the City.

In 2018 the City received a “Gaming Grant” in the amount of \$604,527, which was utilized as the primary funding for the full design of the remodel and expansion project. To date, the City has spent over \$770,000 on planning and designing the fire station expansion project

Final Design was completed and approved by Building and Safety in May of 2021.

Between June 2021 and November 2021, the Fire Station Project was identified as a critical safety project that provides an upgraded emergency and pandemic response facility and qualifies for American Rescue Plan Act funding.

**DISCUSSION/ANALYSIS:**

City staff has researched potential grant funds for the Fire Station over the past year and will continue to research future grant opportunities that may become available. City Staff Recommends the following schedule at this time:

January to March 2021: Advertise project for construction phase bids. Staff is recommending at least an 8 week bid process to encourage interest in the project and solicit cost effective competitive bidding.

March/April 2022: The Fire Station Project will be presented to City Council in March or April to Award the Contract to the lowest responsive bidder.

March 2023: Complete Construction. The project is recommended to start in Spring of 2022 so that all construction can be completed within the fiscal time constraints of the ARPA funding.

**FISCAL IMPACT:**

This project was included in the City’s approved Capital Improvement Program (CIP) FY 21/22 budget. The approved CIP listed \$5,000,000 (Five Million) in grant funds TBD. City Staff recommends that this Five Million dollars be appropriated from ARPA funds.

Estimated Budget:

<b>Item</b>	<b>Cost</b>
Base Construction Items	\$5,100,000
Add Alternative Items: Including all exterior work and Asbestos Remediation	\$900,000
3% Design Contingency	\$200,000
10% Construction Contingency	\$600,000
<b>Total</b>	<b>\$6,800,000</b>

The project is proposed to be funded with \$5.0 million in ARPA funds and \$1.8 million from Fire DIF. City staff will continue to seek alternate funding sources to offset the use of ARPA funds. If Additional grant funds are acquired at any time during the course of the project, those funds will be used for appropriation purposes in-lieu of using ARPA or Fire DIF funds. This action will appropriate \$5.0 million in the City’s Grants Fund (152) and \$1.8 million from the City’s Fire DIF

Fund (130) along with approving the necessary transfers between the appropriation funds and the City's CIP Fund (182).

**ALTERNATIVES:**

1. Authorize City Staff to Advertise the Fire Station #79 Rehabilitation and Expansion Project for the Construction phase of the project. Appropriate funding as identified herein for the completion of the project.
2. Delay the project until alternative funding sources can be procured.
3. Do not authorize the project to proceed.

**RECOMMENDED ALTERNATIVE(S):**

Authorize City Staff to Advertise the Fire Station #79 Rehabilitation and Expansion Project for the Construction phase of the project. Appropriate funding as identified herein for the completion of the project.

**ATTACHMENTS:**

1. Resolution 2021-79 – Resolution for F-7 Funding and Schedule

**RESOLUTION NO. 2021-79**

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL  
AUTHORIZING THE ADVERTISEMENT OF THE FIRE STATION #79  
REHABILITATION AND EXPANSION PROJECT (F-7) AND  
APPROPRIATION OF FUNDING**

**WHEREAS**, In May, 2021, City Staff working in conjunction with Cannon Engineering completed the design of the Fire Station Rehabilitation and Expansion Project (F-7); and,

**WHEREAS**, In July, 2021 City received American Rescue Plan Act (ARPA) funding that can be utilized on shovel ready projects that address public safety and public health needs; and,

**WHEREAS**, The City has identified the F-7 project as a shovel ready critical infrastructure project that is needed for future pandemic and emergency response; and

**WHEREAS**, City staff has confirmed that the F-7 project qualifies for ARPA funding under the general Federal Guidelines.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coachella that the foregoing Recitals are true and correct and are hereby adopted by the City of Coachella. Based on those Recitals, the City Council hereby finds and declares as follows:

**SECTION 1.** The City Council hereby designates and authorizes Coachella City Staff to Advertise the Fire Station #79 Rehabilitation and Expansion Project (F-7) for the construction phase of the project.

**SECTION 2.** The City Council hereby directs Coachella city staff to present an award of contract for construction to the lowest responsible bidder for City Council Consideration in the first half of, 2022.

**SECTION 3.** The City Council hereby appropriates \$5,000,000 (Five Million) in ARPA funding to the F-7 project and appropriates \$1,800,000 (One Million, Eight Hundred Thousand) in Fire DIF funding to the F-7 project.

**SECTION 4.** The City Council hereby directs City Staff to continue to seek alternative grant based funding opportunities to offset the appropriated ARPA or Fire DIF funds.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December 2021.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF COACHELLA )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-71 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10<sup>th</sup> day of November 2021 by the following vote of Council:

AYES:

NOES:

ABSENT:

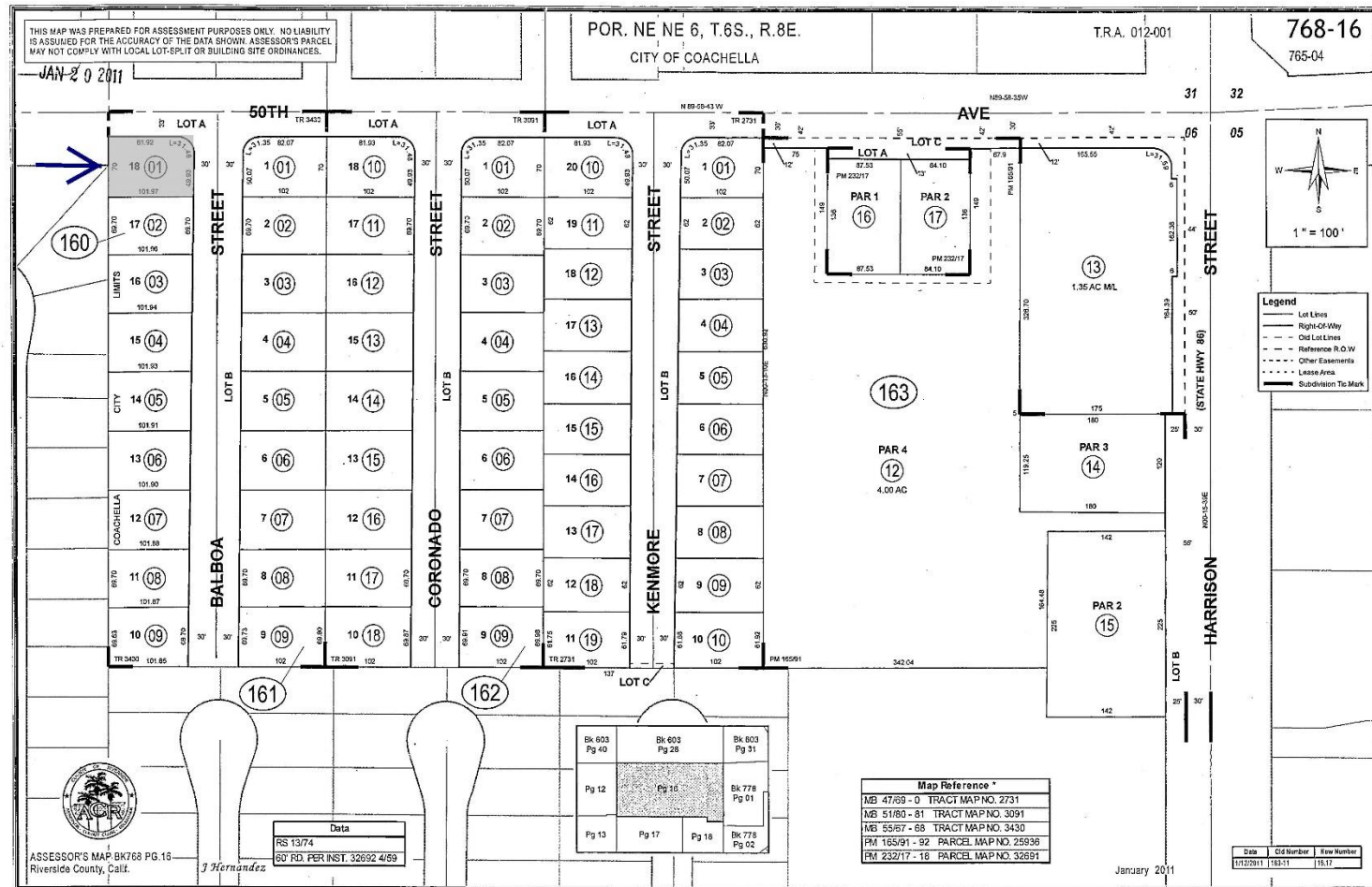
ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

# EXHIBIT A

## LEGAL DESCRIPTION

Parcel 18, in the City of Coachella, County of Riverside, as per recorded book page MB 55/67 TR 3430 of the County of Riverside Recorder's Office public records.





**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Nathan Statham, Finance Director

**SUBJECT:** Prepayment and Loan Agreement Amendments for CFD 2005-1 Special Assessments – Coachella Valley I Affordable Housing Project

**STAFF RECOMMENDATION:**

Staff recommends that City Council approve resolution 2021-78 amending the previously approved prepayment and loan agreements (“Agreements”) with CVDH, LP “Developer” for the Coachella Valley I Affordable Housing Project “Project”.

**EXECUTIVE SUMMARY**

City Council previously adopted resolution 2021-11 in February of 2021 approving Agreements to defer special assessments from the City’s Public Safety CFD 2005-1 (“CFD”) in the amount of \$3,794,000 for a period of fifty-five years to facilitate project financing. In order to meet the Developer’s funding deadline of December 17, 2021, certain modifications to the agreement have been requested most of which are considered not to be substantive in nature. The Developer is making a substantive change request that the agreement be executed prior to the project being annexed into the CFD with annexation becoming a requirement for the issuance of a certificate of occupancy. The expectation of the Agreements previously approved by Council was that the Project would be annexed into the CFD prior to execution of the Agreements.

The Developer is required to obtain voter approval to annex the project into the CFD. The Developer will be unable to obtain a voter referendum prior to the December 17, 2021 funding deadline. Resolution 2021-11 allowed City staff to make certain non-substantive changes to the agreement documents to accommodate the planning/financing process, but the annexation change adds significant risk that the City will not collect prepaid funds under the agreements due to uncertainty over the outcome of a resident vote to annex into the CFD. It is possible that the resident voters elect not to annex into the CFD. Given the substantive nature of this change, staff is asking for City Council approval prior to proceeding with the execution of the agreements. Given the significant benefits of the project to the community, staff is recommending that Council approve the execution of the agreements prior to project annexation to meet the December 17, 2021 funding deadline. If this request is not approved, the Developer will have to start the funding application and approval process over with no guarantee of receiving project funding.



**BACKGROUND:**

The Community Housing Opportunities Corporation (“CHOC”) owns property in the City of Coachella that is being developed into a low income housing complex. The property currently has twenty existing multifamily affordable housing residential units. CHOC intends to redevelop the existing units and increase the total number of units to fifty-six affordable housing units. CHOC has formed CVDH LP as the ownership organization for the Project (“Owner”).

The project will provide a substantial public welfare benefit to the City through the development of the Project as affordable housing. To make the project financially viable and allow the Developer to facilitate financing arrangements for the project, City Council previously approved a prepayment and loan agreement to defer special assessments for the City of Coachella Community Facilities District 2005-1 which levies a special tax for properties within the CFD to finance a portion of the cost of providing law enforcement, fire and paramedic services within the CFD.

In the course of obtaining financing and planning approvals for the project, City staff made the Developer aware in July of 2021 that voter approval is required to annex properties into a CFD when there are registered voters residing in the annexation area. The more common development situation is that the property is vacant and a land owner vote is required to annex the property into the CFD. In this instance, the Owner was expecting to be the single vote required for the annexation into the CFD as the sole owner. Given that voter approval is required, the Owner will be unable to annex the property into the CFD prior to execution of the Agreements by the City and still meet funding deadlines to secure lending for the project. The voter referendum process has not been started by the Developer.

**FISCAL IMPACT:**

The City was not expecting to see a direct fiscal impact from these agreements in that the City is not currently receiving special assessment revenues from the Project; however, if the property is not annexed into the CFD the City will not receive \$3,794,000 in special assessments associated with the project that would otherwise be generated over the next fifty-five years.

**ATTACHMENTS:**

Resolution 2021-78

Resolution 2021-11 (includes agreement documents as previously approved)

**RESOLUTION NO. 2021-78**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,  
CALIFORNIA APPROVING AMENDMENTS TO THE PREPAYMENT AND  
LOAN AGREEMENTS WITH CVDH LP TO PREPAY LAW ENFORCEMENT,  
FIRE AND PARAMEDIC SERVICES SPECIAL ASSESSMENTS (CFD 2005-1)  
FOR COACHELLA VALLEY I LOW INCOME HOUSING PROJECT**

**WHEREAS**, CVDH LP “Owner” [replaces prior agreement owner Coachella Housing Project undertaken by the Community Housing Opportunities Corporation (CHOC)] owns certain real property located in the City of Coachella upon which CHOC owns and operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). Owner intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project").; and

**WHEREAS**, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and

**WHEREAS**, the Property will be annexed into the CFD as a condition of final occupancy approval and will be subject to the Special Assessment; and

**WHEREAS**, the City previously agreed to make a loan to the Owner in order to prepay the Special Assessments (Resolution 2021-11), and the City and the Owner wish to enter into a loan and prepayment agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid.; and

**WHEREAS**, the Owner needs the City Council to amend certain terms of the previously approved prepayment and loan agreements.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF  
COACHELLA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1** – Council approves entering into the previously approved prepayment and loan agreements prior to annexation into the CFD. Annexation of the CFD will be required prior to issuance of a certificate of occupancy for the project.

**SECTION 2** – Council approves less substantive changes to the previously approved prepayment and loan agreement to facilitate residual receipt sharing with other affordable housing lending interests along with minor modifications as to exact wording for needed updates and to conform and to clarify as needed to facilitate the proper completion of the agreement subject to approval by the City Attorney.

**PASSED, APPROVED and ADOPTED**, this 8<sup>th</sup> day of December, 2021.

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Steven A Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF COACHELLA        )

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-78 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 8<sup>th</sup> day of December, 2021 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

**RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING A COMMITMENT TO ENTER INTO A PREPAYMENT AGREEMENT WITH THE COMMUNITY HOUSING OPPORTUNITIES CORPORATION (CHOC) TO PREPAY LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES SPECIAL ASSESSMENTS (CFD 2005-1) FOR THE COACHELLA VALLEY APARTMENT LOW INCOME HOUSING PROJECT.**

**WHEREAS**, CHOC "Owner" owns certain real property located in the City of Coachella, through the Coachella Housing Project, LP a California limited partnership upon which CHOC owns and operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). Owner intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project"); and

**WHEREAS**, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and

**WHEREAS**, the Property will be annexed into the CFD as a condition of approval and will be subject to the Special Assessment; and

**WHEREAS**, the Owner has requested that it be permitted to deposit fifty-five (55) years of the Special Assessments for the Property; and

**WHEREAS**, the City has agreed to make a loan to the Owner in order to prepay the Special Assessments, and the City and the Owner wish to enter into a loan and prepayment agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid.; and

**WHEREAS**, the Owner needs the City Council to approve entering into these agreements to apply for project financing.

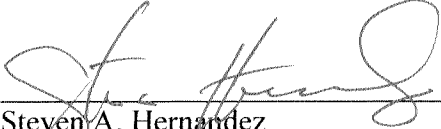
**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1** – Council approves entering into a loan and prepayment agreement consistent with the terms outlined in Exhibits A (Loan Agreement) and B (Prepayment Agreement) with minor modifications as to exact wording for needed updates and to conform and to clarify as needed to facilitate the proper completion of the agreement subject to approval by the City Attorney.


**SECTION 2** - The City Manager is authorized to enter into a prepayment and loan

agreement consistent with those agreements outlined in Exhibits A (Loan Agreement) and B (Prepayment Agreement) with any included changes as specified in Section 1 and approved by the City Attorney.

**PASSED, APPROVED and ADOPTED** this 10<sup>th</sup> day of February 2021.

  
\_\_\_\_\_  
Steven A. Hernandez  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Angela M. Zepeda, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Carlos Campos  
City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF COACHELLA )

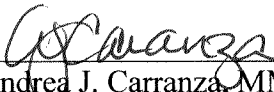
I HEREBY CERTIFY that the foregoing Resolution No. 2021-11 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10<sup>th</sup> day of February 2021, by the following vote of Council:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSENT: None.

ABSTAIN: None.

  
\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



**AFFORDABLE HOUSING LOAN AGREEMENT**  
(Coachella Valley Apartments)

by and between

**THE CITY OF COACHELLA**

and

**COACHELLA HOUSING PROJECT**

**AFFORDABLE HOUSING LOAN AGREEMENT**

This Loan Agreement ("Agreement") is made as of \_\_\_\_\_ 2021 (the "Effective Date"), by and between the CITY OF COACHELLA, a California municipal corporation ("City" or "Lender") and COACHELLA HOUSING PROJECT, a California limited partnership ("Borrower") (collectively, the "Parties"). The City and the Borrower are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. WHEREAS, Borrower represents that it is an experienced developer of affordable multifamily housing;

B. WHEREAS, Borrower owns certain real property located in the City of Coachella, Riverside County, California, more particularly described in Exhibit A attached to this Agreement (the "Property") upon which Borrower operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). The Borrower intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project");

C. WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance a portion of the cost of providing law enforcement, fire and paramedic services within the CFD;

D. WHEREAS, the Property will be annexed into the CFD as a condition of approval, requiring Borrower to pay each fiscal year a Special Assessment in the amount of One Thousand Two Hundred Thirty-One Dollars and Eighty-Two Cents (\$1,231.82) per certified dwelling unit per year increasing annually based on the annual adjustment of the Consumer Price Index;

E. WHEREAS, substantial public welfare benefits to the City will be derived from the development of the Project as affordable housing and the City acknowledges that compliance with the Resolutions may cause undue financial hardship on the Borrower and the Project;

F. WHEREAS, notwithstanding the terms of the Resolutions, the City desires to permit the Borrower to prepay fifty –five (55) years of Special Assessments for the Project, commencing on the date that the Borrower obtains certificates of occupancy on all of the residential units in the Project; and

G. WHEREAS, in order to prepay the Special Assessments, the Borrower desires to obtain from Lender a loan (the "Loan") in the amount of THREE MILLION SEVEN HUNDRED NINETY FOUR THOUSAND Dollars (\$3,794,000) as described in this Agreement,

and Lender desires to lend to Borrower such funds, according to the terms and conditions described in this Agreement.

**NOW, THEREFORE**, Borrower and Lender hereby agree as follows:

## AGREEMENT

### 1. DEFINITIONS.

The following terms have the meanings set forth below wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference.

1.1. "**BORROWER**" means Coachella Housing Project, a California limited partnership, along with any permitted assigns, transferees, or successors-in-interest. Borrower is also the owner of the Property and the developer of the Project.

1.2. "**CERTIFICATE OF OCCUPANCY**" means the final Certificate of Occupancy issued by the City to Borrower for the Project.

1.3. "**CFD**" means the City of Coachella Community Facilities District 2005-1 (Law Enforcement, Fire and Paramedic Services), as described in the Resolutions.

1.4. "**CITY**" means the City of Coachella, California.

1.5. "**COMMENCEMENT OF CONSTRUCTION**" means obtaining the first building permit necessary to undertake the Construction.

1.6. "**CONSTRUCTION**" and "**CONSTRUCTION WORK**" shall mean the construction of the Project.

1.7. "**DAYS**" shall mean calendar days unless otherwise specifically provided.

1.8. "**DEED OF TRUST**" means the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property as security for the Loan in the form attached hereto as Exhibit C and incorporated herein, executed and delivered by Borrower as trustor with Lender as beneficiary, as well as any amendments to and modifications and restatements of the Deed of Trust. The terms of the Deed of Trust are hereby incorporated into this Agreement by this reference.

1.9. "**LENDER**" means the City.

1.10. "**LOAN**" means the loan provided by Lender to Borrower pursuant to this Agreement in the original principal amount of Three Million Seven Hundred Ninety-Four Thousand Dollars (\$3,794,000).

1.11. "**LOAN DOCUMENTS**" means collectively this Agreement, the Deed of Trust, and the Note.

1.12. "**NOTE**" means that Promissory Note Secured by Deed of Trust to be executed by Borrower in favor of Lender evidencing the Loan in the form attached hereto as Exhibit B and incorporated herein, which is to be secured by the Deed of Trust, as well as any amendments to and modifications or restatements of the Note. The terms of the Note are hereby incorporated into this Agreement by this reference.

1.13. "**OPERATING EXPENSES**" shall mean actual, reasonable, customary costs, fees and expenses directly attributable to the operation, maintenance, taxes and management of the Project; expressly including, without limitation: mandatory debt service on Senior Loans; onsite administrative costs; maintenance costs (including materials and labor); payments to the operating reserve account (when the operating reserve balance does not exceed six months of budgeted operating expenses); reasonable and customary payments to a replacement reserve account (not to exceed actual contributions or \$28,000 whichever is less); payments to reserves required by Senior Lenders; utilities; permits and licenses; sewer charges; real and personal property taxes and assessments; insurance; security; advertising, promotion and publicity; a reasonable property management fees; fees and expenses of accountants, attorneys, consultants and other professionals, to the extent directly related to the Project, including annual audits and tax return preparation costs payable to a third party; any partnership or asset management fees paid to the investor limited partner or general partners of Borrower; deferred development fees; incentive leasing fees.

1.14. "**PROJECT**" shall have the meaning set forth in Recital B.

1.15. "**PROPERTY**" means the real property described in the attached Exhibit A, which is incorporated into this Agreement by this reference.

1.16. "**RESIDUAL CASH FLOW**" means Revenue less Operating Expenses, calculated on a calendar year basis.

1.17. "**RESOLUTIONS**" means collectively, Resolution No. 2005-93, and Resolution No. 2005-94, each authorized by the City Council of the City of Coachella, as provided for in Ordinance No. 932 of the City Council of the City of Coachella dated September 28, 2005.

1.18. "**REVENUE**" means with respect to any period all revenue, income, receipts, and other consideration actually received from the operation or leasing of the Project. Revenue shall include: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; and proceeds from vending and laundry room machines. Revenue shall not include tenants' security deposits, interest on security deposits, loan proceeds, capital contributions or similar advances, payments from reserves, or interest on reserves.

1.19. "**SENIOR LENDER**" means any lender with a loan secured by the Property whose lien on the Property is senior in priority to City's Deed of Trust; provided that City's written consent to the incurrence of any Senior Loan shall be required, except with the respect to (i) one construction loan incurred for the purpose of constructing the Project, and (ii) one refinancing of the construction loan into a term loan or "permanent" loan (which such

refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents).

1.20. "**SENIOR LOAN**" means the loan of any Senior Lender to the Borrower in connection with the construction, development, operation or permanent financing of the Project.

1.21. "**SPECIAL ASSESSMENT**" shall have the meaning set forth in Recital F.

1.22. "**TITLE COMPANY**" means First American Title Insurance Company.

1.23. "**TITLE INSURANCE POLICY**" shall mean a title insurance policy in the form of an American Land Title Association Loan Policy 2006 extended coverage (without revision, modification or amendment) issued by the Title Company, with such endorsements, with a liability equal to the amount of the Loan, and in form and substance satisfactory to Lender, subject only to those exceptions as Lender may approve in writing.

## 2. **TERMS OF LOAN.**

2.1 **LOAN.** Lender agrees to provide a loan of funds to Borrower under the terms and conditions of the Loan Documents. The proceeds of this Loan shall be used exclusively to prepay the Special Assessment. The Borrower hereby irrevocably authorizes, all such proceeds to be disbursed directly to the City for the prepayment of the Special Assessment.

2.2 **AMOUNT OF LOAN.** Subject to the terms and conditions of the Loan Documents, Lender agrees to make, and Borrower agrees to accept a Loan in the amount THREE MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND Dollars (\$3,794,000) evidenced by the Note in this amount.

2.3 **INTEREST.** The Note shall bear interest on the principal amount outstanding at the twelve month average LAIF rate per annum compounded annually, and is subject to the terms and conditions set forth in this Agreement and the Note. In an Event of Default, as described herein, the Loan shall, at the election of the Lender upon written notice to Borrower, become immediately due and payable in full, and interest on the Loan shall begin to accrue as of the date of default and continuing until such time as the Loan funds are repaid in full or the default is cured, at the default rate of the lesser of three percent (3%), compounded annually.

2.4 **TERM OF LOAN.** Payments of principal and interest shall be made as required by the Note. Unless due sooner under the Note, the Loan principal balance and all accrued interest shall be due and payable on the earliest of (a) fifty-five (55) years from the date of the issuance of the final Certificate of Occupancy for the Project or (b) an Event of Default by Borrower which has not been cured as provided for in this Agreement or (c) the project ceases to be considered a low income housing tax credit project pursuant to the rules and regulations of the California Tax Credit Allocation Committee.

2.5 **REPAYMENT OF LOAN.** Fifty percent (50%) of Residual Cash Flow shall be available for payments of the Loan ("Available Residual Cash Flow"). Borrower shall make annual payments on the Loan from the Available Residual Cash Flow. Payments will be applied

first to interest then to principal. Any and all amounts of principal and interest outstanding upon the maturity of the Loan shall be then due and payable.

**2.6 REPAYMENT UPON SALE OR REFINANCE.** In the event that Borrower desires to sell the Project to an entity other than: (a) Community Housing Opportunities Corporation ("CHOC"), a California nonprofit public benefit corporation; (b) a nonprofit public benefit corporation affiliate of CHOC; (c) a limited partnership in which CHOC or a nonprofit affiliate is a general partner; or (d) a limited liability company of which CHOC or a nonprofit affiliate is a member (each, a "Permitted Transfer"), Borrower shall pay to Lender the entire Loan amount then outstanding, including any accrued interest thereon and any other amounts owing under the Loan Documents. In the event that Borrower refinances the Project, in an amount greater than the principal amount of the Senior Loans, concurrently with any such refinance of the Project (excluding the one-time refinance of the construction loan for the Project into a term loan or "permanent loan" (which such refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents)), Borrower shall pay to Lender the entire Loan amount then outstanding, including any accrued interest thereon and any other amounts owing under the Loan Documents.

**2.7 ACCELERATION BY REASON OF TRANSFER.** In the event of a transfer of the Project other than a Permitted Transfer or other transfer approved by Lender, Lender may declare due and payable the entire Loan amount then outstanding, including any accrued interest thereon, upon such transfer of the Property as set forth in the Note and the Deed of Trust.

**3. PREPAYMENT OF LOAN.** No prepayment penalty will be charged to Borrower for prepayment of any portion of the Loan amount prior to the end of the Loan term.

**4. RESERVED.**

**5. LOAN DISBURSEMENT.**

**5.1 GENERAL.** The Loan proceeds of THREE MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$3,794,000) shall be disbursed directly to the City of Coachella upon satisfaction or waiver of each and all of the conditions precedent to disbursement set forth in this Section 5.

**5.2 CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall disburse the full amount of the Loan upon the satisfaction or waiver of the conditions precedent set forth in this Section 5.2.

**5.2.1** Borrower maintains ownership of the Property through date of disbursement;

**5.2.2** Borrower has executed and delivered to Lender each of the Loan Documents to be executed by Borrower in form and substance satisfactory to Lender;

**5.2.3** As of the date of proposed disbursement, there exists no Event of Default by Borrower nor any act, failure, omission or condition that with the passage of time would

constitute an Event of Default under the Loan Documents or any the documents related to any other financing for the Project;

5.2.4 The Title Company's unconditional commitment to issue the Title Insurance Policy;

5.2.5 Lender shall have received evidence satisfactory to Lender of Borrower's authorization to enter into the Loan Documents;

5.2.6 The representations and warranties of the Borrower as set forth in Section 9 shall be true and correct as of the date of disbursement of the Loan;

## 6. DEVELOPMENT AND OPERATION OF PROJECT.

6.1 **CONFIGURATION OF THE PROJECT.** Borrower shall develop the Project in conformance with the plans and specifications as approved by the City, as an affordable housing project. Nothing in this Agreement shall be construed to limit or impair the City's discretion in the consideration, approval, and/or disapproval of any necessary entitlements required from the City for the construction of the Project.

6.2 **COMPLETION OF CONSTRUCTION.** Borrower shall commence Construction not later than June 30, 2022 and complete the Construction not later than twenty-four (24) months thereafter.

7. **INSURANCE.** Borrower shall have in full force and effect during the Construction and operation of the Project the insurance coverage specified in Exhibit E to this Agreement. In addition, Borrower shall ensure that the general contractor for the Project maintains the insurance coverage specified in Exhibit E for the duration of the Construction. All required insurance shall be in effect prior to commencement of work. The City's insurance policies shall not be contributing.

## 8. DEFAULT AND REMEDIES.

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events (after the expiration of the cure period set forth in Section 8.2) shall be an "Event of Default" under this Loan:

8.1.1 Borrower's failure to pay when due any sums payable under the Note, including failure to reimburse Lender for any advances made by Lender under the Deed of Trust;

8.1.2 Borrower's failure to complete the Project Construction within the time required by this Agreement, as such time may be extended pursuant to Section 9.6;

8.1.3 Any breach by Borrower of any material obligations of Borrower imposed in the Loan Documents;

8.1.4 Any representation or warranty by Borrower in any Loan Document is materially false, incorrect, or misleading as of the date made;

8.1.5 The occurrence of any default or event of default under any Senior Loan;

8.1.6 Any litigation or proceeding which could reasonably be expected to materially and adversely affect the ability of Borrower to perform its obligations under the Loan Documents is commenced against Borrower, or the Property, and such litigation or proceeding is not defended diligently and in good faith by Borrower; or

8.1.7 Borrower's filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or one hundred twenty (120) days after the filing; making a general assignment for the benefit of creditors; applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or one hundred twenty (120) days after the filing; or failure, inability or admission in writing of its inability to pay its debts as they become due.

**8.2 NOTICE OF BORROWER'S OR OWNER'S DEFAULT AND OPPORTUNITY TO CURE.** Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) days from the receipt of the notice with respect to a monetary default, or sixty (60) days from the receipt of the notice with respect to a non-monetary default, by which such action to cure must be taken, or the Event of Default otherwise resolved to Lender's reasonable satisfaction; provided, however, with respect to non-monetary defaults, if such failure is not reasonably susceptible to cure within sixty (60) days from receipt of the said notice and provided that (i) Borrower shall have in good faith undertaken such cure within said sixty (60) day period and (ii) Borrower shall have diligently prosecuted such cure thereafter, Borrower shall have additional time to prosecute such cure, such additional time not to exceed ninety (90) days from receipt by Borrower of the said notice, unless additional time is agreed to in writing by the Parties.

**8.3 LENDER'S REMEDIES.** Upon the occurrence of an Event of Default (after expiration of all cure periods set forth in Section 8.2): (i) prior to disbursement of all Loan proceeds, Lender's obligation to disburse the remaining Loan proceeds shall cease; (ii) Lender may, in addition to other rights and remedies permitted by the Loan Documents or applicable law proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

8.3.1 Bring an action in equitable relief (a) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (b) enjoining, abating, or preventing any violation of the terms and conditions, and/or (c) seeking declaratory relief;

8.3.2 Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other funds advanced to Borrower by Lender under the Loan Documents; or



8.3.3 Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust.

## 9. GENERAL PROVISIONS.

9.1 **BORROWER'S REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants:

9.1.1 that Borrower is duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in California;

9.1.2 that Borrower has the full power and authority to undertake the Project and to execute and deliver the Loan Documents and perform its obligations under the Loan Documents;

9.1.3 that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower;

9.1.4 the Loan Documents have been duly executed by Borrower, and are legally valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity;

9.1.5 The execution, delivery and performance of the Loan Documents by Borrower will not violate (i) Borrower's formation documents; (ii) any legal requirement affecting Borrower or any of its properties (including, without limitation, the Property); or (iii) any agreement to which Borrower is bound or to which it is a party and will not result in or require the creation (except as provided in or contemplated by this Agreement) of any lien upon any of such properties (including, without limitation, the Property);

9.1.6 There exists no material violation of or material default by Borrower and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default by Borrower with respect to (a) the terms of any instrument evidencing or securing any indebtedness secured by the Property, (b) any material lease or other agreement affecting the Property to which Borrower is a party, (c) any material license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any governmental authority, or any determination or award of any arbitrator to which Borrower or the Property may be bound, or (d) any mortgage, instrument, agreement or document by which Borrower, or any of its properties is bound: (i) which involves the Property and is not adequately covered by insurance, (ii) which could be reasonably expected to materially and adversely affect the ability of Borrower to perform its obligations under any of the Loan Documents, or (iii) which could be reasonably expected to adversely affect the priority of the liens created by this Agreement or any of the Loan Documents;

9.1.7 There is no action, suit, investigation, proceeding or arbitration (whether or not purportedly on behalf of the Borrower) at law or in equity or before or by any foreign or domestic court or other governmental entity (a "Legal Action"), pending or, to the knowledge of

Borrower, threatened against or affecting Borrower or any of their assets which could reasonably be expected to result in any material adverse change in the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower or would materially and adversely affect Borrower's ability to perform its obligations under the Loan Documents.

Borrower is not (a) in violation of any applicable law which violation materially and adversely affects or could reasonably be expected to materially and adversely affect the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower, (b) subject to, or in default with respect to any other legal requirement that would have a materially adverse effect on the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower, or (c) in default with respect to any agreement to which Borrower is a party or to which it is bound which could reasonably be expected to materially and adversely affect the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower. There is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement or any of the other Loan Documents;

9.1.8 The financial statements and all financial data previously delivered to Lender by Borrower in connection with the Loan and/or relating to Borrower are true, correct and complete in all material respects. Such financial statements fairly present the financial position of the parties who are the subject thereof as of the date thereof. No material adverse change has occurred in such financial position and, except for this Loan, no borrowings have been made by Borrower since the date thereof which are secured by, or might give rise to, a lien or claim against the Property or the proceeds of this Loan (excluding any Senior Loan).

**9.2 LENDER'S REPRESENTATIONS AND WARRANTIES.** Lender represents and warrants:

9.2.1 that Lender is duly organized and validly existing;

9.2.2 that Lender has the full power and authority to make the Loan and execute the Loan Documents; and

9.2.3 that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Lender.

**9.3 AFFORDABLE HOUSING COVENANT.** During the term of the Loan, Borrower shall comply with all applicable laws and regulations relating to the construction and operation of a housing project which qualifies as a low income housing tax credit project pursuant to the rules and regulations of the California Tax Credit Allocation Committee.

**9.4 POLITICAL ACTIVITY.** None of the funds, materials, property or services loaned by Lender to Borrower under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

**9.5 TERM OF THIS AGREEMENT.** This Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan and until the Loan, together with all other amounts due under the Loan Documents, has been paid in full.

**9.6 UNAVOIDABLE DELAY IN PERFORMANCE.** The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war, insurrection, terrorism, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, pandemics; quarantine restrictions, government orders; freight embargoes, lack of transportation, suits filed by third parties concerning or arising out of this Agreement, or unusually severe weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within thirty (30) working days from the commencement of the cause. In any event, Construction of the Project must be completed no later than ninety (90) days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

**9.7 GOVERNING LAW.** The Loan Documents shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law.

**9.8 ATTORNEYS' FEES AND COSTS.** In the event any legal or administrative action is brought to interpret or enforce the terms of the Loan Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

**9.9 TIME.** Time is of the essence in these Loan Documents.

**9.10 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No member, official, director, employee, or agent of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.

**9.11 NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be given (a) by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, (b) shall be delivered personally, to the principal offices of Borrower and Lender as follows, with a delivery receipt, (c) by reputable express delivery service, with a delivery receipt, with all delivery charges prepaid:

**LENDER:** City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236  
Attention: City Manager

**BORROWER:** Coachella Housing Project  
5030 Business Center Drive Suite 260  
Fairfield, CA 94534  
Attention: CEO

With copy to:

Goldfarb & Lipman LLP

1300 Clay Street, 11th Floor  
Oakland, CA 94612  
Attention: M David Kroot

Notice will be deemed to have been received as the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party.

**9.12 BINDING UPON SUCCESSORS.** All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the Parties; provided, however, that this Section does not waive the limitation on assignment of this Agreement by Borrower without Lender's written consent. The term "Borrower" as used in these Loan Documents shall include all permitted assigns, successors-in-interest, and transferees of Borrower.

**9.13 RELATIONSHIP OF PARTIES.** The relationship of Borrower with Lender for this Project is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the Loan. Borrower shall have no authority to act as an agent of Lender or to bind Lender to any obligation.

**9.14 INTEGRATION.** The Loan Documents, including exhibits, contain the entire agreement of the Parties and supersede any prior negotiations.

**9.15 OTHER AGREEMENTS.** Borrower represents that Borrower has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with terms of the Loan Documents without an express waiver in writing by Lender.

**9.16 OTHER EXEMPTIONS.** This Agreement shall not limit or restrict the Borrower's right to apply for or obtain any other real property tax exemption to which it might be entitled, including, without limitation, the State of California welfare tax exemption.

**9.17 AMENDMENTS AND MODIFICATION.** Any amendments or modifications to the Loan Documents must be in writing and shall be effective only if executed by Borrower and Lender.

**9.18 SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

**9.19 INDEMNIFICATION.** To the fullest extent permitted by law, Borrower agrees to protect, indemnify, defend and save harmless Lender, its councilmembers, directors, officers, agents and employees for, from and against any and all liability, expense or damage of any kind

or nature and for, from and against any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act by Lender, whether in suit or not, arising out of this Agreement or in connection herewith, including, without limitation, any suit, claim or demand arising out of any default which may occur in connection with the Project (collectively, "Claims"), provided, however, that the foregoing shall not apply to any Claim arising as a result of or to the extent of (i) Lender's gross negligence or willful misconduct, or (ii) a material breach of Lender's obligations contained within the Loan Documents. A breach by Lender shall be deemed to have occurred only after the following: (a) should Borrower claim a material breach by Lender, it shall give Lender written notice of such claimed breach, which notice shall set forth with reasonable specificity the nature of said breach; and (b) Lender shall not be deemed in breach of any Loan Documents unless said breach is not cured within sixty (60) days from receipt of said notice, or if said breach cannot be cured within said sixty (60) day period, the time for Lender to cure said breach shall be extended, so long as Lender is pursuing the cure thereof with all reasonable due diligence. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Lender believes is covered by this indemnity, Lender shall give Borrower notice of the matter and an opportunity to defend it, at Borrower's sole cost and expense, with legal counsel reasonably satisfactory to Lender. Lender may also require Borrower to so defend the matter. The obligations on the part of Borrower under this Section 9.19 shall survive the repayment of the Loan.

**9.20 NONRECOURSE.** Subject to anything contained in any provision of the Loan Agreement, the Deed of Trust, or the Note notwithstanding, the Loan shall be a nonrecourse obligation of Borrower. Neither Borrower nor any of its officers, directors or general and limited partners shall have any personal liability for repaying the principal or interest of the Loan or for any other obligation set forth in this Note or in any other Loan Document. The sole recourse of Lender for repayment of the principal and interest shall be the exercise of Lender's rights against the Project under the Deed of Trust, including, without limitation, the right of Lender to bring a foreclosure action or other appropriate action or proceeding to enable Lender to enforce its rights and remedies to realize upon the collateral given to secure the obligations owing to Lender under the Loan Documents.

**9.21 CURE BY LIMITED PARTNER.** The cure of any default under this Loan Agreement or any other Loan Document made or tendered by or on behalf of the Borrower's limited partner shall be deemed a cure by the Borrower and shall be accepted or rejected on the same basis as if made by the Borrower.

**9.22 EXECUTION IN COUNTERPARTS.** In the event this Agreement is executed in counterparts, each of such counterparts will, for all purposes, be deemed an original and all such counterparts, taken together, will constitute one and the same agreement. Electronic signatures will be sufficient to bind the Parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**LENDER:**

CITY OF COACHELLA,  
a California municipal corporation

By: \_\_\_\_\_  
Name: William Pattison, City Manager

**Approved as to form:**

\_\_\_\_\_  
City Legal Counsel

**BORROWER:**

Coachella Housing Project,  
a California limited partnership

By: CHOC Coachella LLC,  
a California limited liability company,  
its managing general partner

By: Community Housing Opportunities Corporation,  
a California nonprofit public benefit corporation,  
its sole member and manager

By: \_\_\_\_\_  
Manuela Silva,  
Chief Executive Officer

**EXHIBIT A**

**LEGAL DESCRIPTION**

Real Property in the City of Coachella, County of Riverside, State of California, described as follows:

**EXHIBIT B**

**FORM OF PROMISSORY NOTE  
(attached)**



**EXHIBIT C**  
**FORM OF DEED OF TRUST**  
(attached)

**EXHIBIT D****INSURANCE REQUIREMENTS**

At close of escrow, the City must receive a one-year prepaid Certificate of Insurance policy (or a binder followed by a certificate within 30 days of loan closing) evidencing the following coverage:

1. HAZARD (PROPERTY)

Perils:	All risk; or Fire & Lightning, Extended Coverage, Vandalism & Malicious Mischief. (including course of construction insurance during the construction period)
Covered Property:	Structure; and All risk contents coverage.
Amount:	Replacement value (or less if approved by City).
Coinsurance:	No less than 90 percent.
Deductible:	\$10,000 maximum deductible per occurrence.
Endorsement:	Lenders Loss Payable Endorsement required insuring the City.

OTHER PROPERTY INSURANCE

Flood Insurance	Coverage required to 80 percent of replacement cost if the property is located in a 100-year flood plain.
Steam Boiler & Related Machinery:	(When applicable) 80 percent of replacement cost coverage is required.

2. COMPREHENSIVE GENERAL LIABILITY

Minimum Amount:	\$1,000,000 per occurrence; or \$2,000,000 per occurrence for buildings with elevators.
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3. OTHER COVERAGE

Workers Compensation:	Required by State law if employees are involved.
-----------------------	--

ALL POLICIES MUST INCLUDE THE FOLLOWING

- Named Insured: Borrower, Coachella Housing Project, a California Limited Partnership
- Additional Insured: The City of Coachella and its officers, agents, employees, and servants must be named as additional insured.
- Cancellation Clause: The City must be notified 30 days prior to cancellation of the insurance policy.
- City Notification: The City must be notified prior to cancellation or lapse of coverage or in the event of any claim.

The City should be identified on all insurance documents as follows:

City Hall  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Attn: City Manager

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Space above for Recorder's use

**AGREEMENT TO PREPAY TAX OBLIGATION FOR  
CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT 2005-1**

THIS AGREEMENT TO MAKE A PREPAYMENT OF SPECIAL TAX OBLIGATION FOR CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT 2005-1 (the "Agreement") is dated as of \_\_\_, 2021 (the "Effective Date") by and between COACHELLA HOUSING PROJECT, a California limited partnership ("Owner"), and the CITY OF COACHELLA (the "City"), as the legislative body of Community Facilities District 2005-1. The City and the Owner are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

**WHEREAS**, Owner owns certain real property located in the City of Coachella, Riverside County, California, more particularly described on **Exhibit A** attached to this Agreement (the "Property"), upon which Owner owns and operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). Owner intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project").

**WHEREAS**, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended;

**WHEREAS**, the Property will be annexed in the CFD as a condition of approval and will be subject to the Special Assessment;

**WHEREAS**, the Owner has requested that it be permitted to deposit thirty (55) years of the Special Assessments for the Property; and

**WHEREAS**, the City has agreed to make a loan to Owner in order to prepay the Special Assessments, and the City and the Owner wish to enter into this Agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid.

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Deposit of Special Assessments; City Loan.

(a) The Owner is required to pay Special Assessments in the amount of One Thousand Two Hundred Thirty-One Dollars and Eighty-Two Cents (\$1,231.82) for each dwelling unit on the Project per year increasing annually based on the annual adjustment of the Consumer Price Index.

(b) The City shall make a loan to the Owner in the amount of Three Million Seven Hundred Ninety-Four Thousand Dollars (\$3,794,000), which is an amount equal to the Special Assessments (the "City Loan"). The City Loan is evidenced by a loan agreement and promissory note ("City Note"), and is secured by a deed of trust encumbering the Property (collectively, the "Loan Documents"). The City Loan shall bear interest at the twelve-month average LAIF rate per annum compounded annually and shall be payable from Residual Cash Flow (as defined in the City Note). The City shall apply the payments on the City Loan made by the Owner to the loan balance with the payments being first applied to interest then to principal.

(c) Owner shall annex the Property into the CFD, and the City shall apply loan proceeds toward the prepayment of the special assessment.

(d) The City shall have the right to approve any sale or refinancing of the Property ("Capital Transaction"), other than such sale or refinancing permitted under the Loan Agreement, such approval not to be unreasonably withheld, delayed or conditioned. Upon the occurrence of a Capital Transaction, any outstanding amounts under the City Loan shall be paid in full.

2. Entire Agreement; Amendment. Except as set forth in this paragraph, this Agreement and the agreements expressly referred to in this Agreement contain all of the agreements of the Parties with respect to the matters contained in this Deposit Agreement and no prior or contemporaneous agreement or understandings, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the Party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

3. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either Party shall be delivered by: (a) personal delivery with a delivery receipt; (b) by United States Postal Service, certified mail, return receipt requested; or (c) by reputable express delivery service, with a delivery receipt, all with delivery charges prepaid and addressed as follows:

To City:

City of Coachella

53990 Enterprise Way  
Coachella, CA 92236  
Attention: City Manager

To Owner:

Coachella Housing Project  
5030 Business Center Drive Suite 260  
Fairfield, CA 94534  
Attention: CEO

With copy to:

Goldfarb & Lipman LLP  
1300 Clay Street, 11th Floor  
Oakland, CA 94612  
Attention: M David Kroot

Notice will be deemed to have been received as the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party.

4. Severability. If any provision of this Deposit Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Deposit Agreement shall be given effect to the fullest extent reasonably possible.

5. Successors and Assigns. This Deposit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

6. Governing Law. This Deposit Agreement and any dispute arising under this Deposit Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Deposit Agreement by the other Party, or the failure by a Party to exercise its rights under the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Deposit Agreement thereafter.

8. Singular and Plural; Gender. As used in this Deposit Agreement, the singular of any work includes the plural, and terms in the masculine gender shall include the feminine.

9. Construction of Agreement. This Deposit Agreement has been reviewed by legal counsel for both the City and the Owner and shall be deemed for all purposes to have been jointly drafted by the City and the Owner. No presumption or rule that ambiguities shall be

construed against the drafting party shall apply to the interpretation or enforcement of this Deposit Agreement. The language in all parts of this Deposit Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any Party and consistent with the provisions of this Deposit Agreement, in order to achieve the objectives of the Parties. The captions of the sections and subsections of this Deposit Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.

10. Authority of Signatories. Each signatory and Party to this Deposit Agreement hereby represents and warrants to the other Party that it has legal authority and capacity and direction from its principal to enter into this Deposit Agreement, and that all resolutions and/or other actions have been taken so as to enable such Party to enter into this Deposit Agreement.

11. Execution in Counterparts. In the event this Deposit Agreement is executed in counterparts, each of such counterparts will, for all purposes, be deemed an original and all such counterparts, taken together, will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the Effective Date.

CITY:

CITY OF COACHELLA,  
a California municipal corporation

By: \_\_\_\_\_  
Name: William B. Pattison, Jr.  
City Manager

OWNER:

Coachella Housing Project,  
a California limited partnership

By: CHOC Coachella LLC,  
a California limited liability company,  
its managing general partner

By: Community Housing Opportunities Corporation,  
a California nonprofit public benefit corporation,  
its sole member and manager

By: \_\_\_\_\_  
Manuela Silva,  
Chief Executive Officer



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Exhibit A

LEGAL DESCRIPTION

Real Property in the City of Coachella, County of Riverside, State of California, described as follows:

APN:



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Resolution of the Board of Directors of the Coachella Water Authority Authorizing Resolution No. WA-2021-10 Adoption of the 2022 Indio Subbasin Water Management Plan Update: SGMA Alternative Plan

**STAFF RECOMMENDATION:**

Adopt Resolution No. WA-2021-10, Authorizing the Adoption of the 2022 Indio Subbasin Water Management Plan Update: SGMA Alternative Plan.

**BACKGROUND:**

Water resources planning in the Coachella Valley is of the utmost importance to sustain the area's residents, businesses, and agriculture in a desert climate.

The 2014 Sustainable Groundwater Management Act (SGMA) required the formation of groundwater sustainability agencies (GSAs) by June 30, 2017 in medium- and high-priority basins, as designated by DWR, and to develop groundwater sustainability plans (GSPs). The GSA is responsible for developing and implementing a GSP to meet sustainability goal of the basin to ensure that it is operated within its sustainable yield, without causing undesirable results. SGMA allows a 20-year timeframe for GSAs to implement their plans and achieve long-term groundwater sustainability. Due to the stressed conditions of the Coachella Valley Groundwater Basin, water purveyors within the Coachella Valley have been implementing various programs to address and avoid the problem of overdraft and unstable groundwater levels.

On March 9, 2016, the Coachella Water Authority elected on to become a GSA for the Indio Subbasin of the Coachella Valley Groundwater Basin.

Subsequently, a Memorandum of Understanding (MOU) dated October 5, 2016 was entered into among the four GSAs in the Indio Subbasin, which are the City of Coachella, a municipal corporation acting through, and on behalf of, the Coachella Water Authority (CWA), the Coachella Valley Water District (CVWD), the Desert Water Agency (DWA), and the City of Indio, a municipal corporation acting through, and on behalf of, the Indio Water Authority (IWA) for the purpose of developing a common understanding among the GSAs regarding the governance structures applicable to implementation of the SGMA in the Indio Subbasin.

On December 29, 2016, the GSAs collaboratively submitted an Alternative to a Groundwater Sustainability Plan (Alternative Plan) for the Indio Subbasin to DWR in accordance with Water Code section 10733.6

On July 17, 2019, DWR determined that the Alternative Plan for the Indio Subbasin satisfies the objectives of SGMA and notified the Indio Subbasin GSAs that the Alternative Plan was approved, and that they would be required to submit an assessment and update of the Alternative Plan by January 1, 2022, and every five years thereafter

The Alternative Plan Update includes a range of planning scenarios with robust climate change assumptions to assess whether projected water demands over the 25-year planning horizon can be met while continuing to sustainably manage the Indio Subbasin. A 10% safety factor (buffer) was included for drinking water and other potable uses. Results of analysis and groundwater modeling show that implementation of planned projects and management actions will meet projected water demands and sustainable management of the Indio Subbasin. The GSAs have established sustainability criteria for groundwater storage, levels, and subsidence that will be evaluated annually. The presentation included with this staff report provides highlights of the Alternative Plan Update.

Following the adoption of Resolution No. WA-2021-10 and subsequent adoption by the other Indio Subbasin GSAs, the City will submit to DWR the approved Alternative Plan Update, resolutions, and any additional information required by law. A complete copy of the plan is available on the District's website at <https://www.indiosubbasinsgma.org/alternative-plan-update/>

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Indio-SGMA-Alternative Plan

**RESOLUTION NO. WA-2021-10****COACHELLA WATER AUTHORITY GROUNDWATER  
SUSTAINABILITY AGENCY ADOPTION OF THE 2022 INDIO  
SUBBASIN WATER MANAGEMENT PLAN UPDATE: SGMA  
ALTERNATIVE PLAN**

**WHEREAS**, the California Legislature enacted a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code section 10720 et seq.), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor and Chaptered by the Secretary of State on September 16, 2014; and

**WHEREAS**, the Sustainable Groundwater Management Act (SGMA) went into effect on January 1, 2015; and

**WHEREAS**, SGMA requires all medium- and high-priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA) or multiple GSAs; and

**WHEREAS**, the Indio Subbasin of the Coachella Valley Groundwater Basin has been designated by DWR as a medium-priority basin (DWR Bulletin 118 No. 7-021.01); and

**WHEREAS**, Coachella Water Authority elected on March 9, 2016 to become a GSA for the Indio Subbasin of the Coachella Valley Groundwater Basin; and

**WHEREAS**, a Memorandum of Understanding (MOU) dated October 5, 2016 was entered into among the Partners to this MOU, namely, the City of Coachella, a municipal corporation acting through, and on behalf of, the Coachella Water Authority (CWA), the Coachella Valley Water District (CVWD), the Desert Water Agency (DWA), and the City of Indio, a municipal corporation acting through, and on behalf of, the Indio Water Authority (IWA) for the purpose of developing a common understanding among the Partners regarding the governance structures applicable to implementation of the SGMA (Water Code, Part 2.74, Section 10720 et seq.) in the Indio Subbasin; and

**WHEREAS**, each of the Partners has become a GSA for its service area overlying the Indio Subbasin; and

**WHEREAS**, on December 29, 2016, the Partners collaboratively submitted an Alternative to a Groundwater Sustainability Plan (Alternative Plan) for the Indio Subbasin to DWR in accordance with Water Code section 10733.6; and

**WHEREAS**, on July 17, 2019, DWR determined that the Alternative Plan for the Indio Subbasin satisfies the objectives of SGMA and notified the Indio Subbasin GSAs that the Alternative Plan was approved, and that they would be required to submit an assessment and update of the Alternative Plan by January 1, 2022, and every five years thereafter; and

**WHEREAS**, the Indio Subbasin GSAs have jointly developed an *Indio Subbasin Water Management Plan Update: Sustainable Groundwater Management Act (SGMA) Alternative Plan* (Alternative Plan Update) for the Indio Subbasin and on September 27, 2021, released the Alternative Plan Update for public comment; and

**WHEREAS**, Coachella Water Authority GSA conducted a public hearing on December 8, 2021 for the purpose of receiving comments and considering adoption of the Alternative Plan Update for the Indio Subbasin; and

**WHEREAS**, Water Code section 10733.6 requires that Alternative Plan Updates be submitted to DWR for review.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Coachella Water Authority GSA as follows:

1. The foregoing recitals are true and correct and made an operative part of this Resolution.

2. The Alternative Plan Update for the Indio Subbasin of the Coachella Valley Groundwater Basin is hereby approved and adopted, subject to such minor, non-substantive modifications to the text agreed upon by the four Indio Subbasin GSAs prior to submittal to DWR on or before December 31, 2021. A copy of the 2022 Alternative Plan Update is attached hereto and incorporated herein by reference.

3. The Board of Directors hereby designates Dr. Gabriel Martin, or his designee, to be the Plan Manager who is authorized and directed to timely provide notification of this approval and adoption to DWR, including a copy of this Resolution, the approved Alternative Plan Update, and any additional information/documentation required by law.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of December 2021.

---

Steven A Hernandez  
President

**ATTEST:**

---

Angela M. Zepeda  
Secretary



**APPROVED AS TO FORM:**

---

Carlos Campos  
Authority Attorney

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF COACHELLA        )

**I HEREBY CEERTIFY** that the foregoing Resolution No. WA-2021-10 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof held on the 8<sup>th</sup> day of December 2021, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk

# 2022 Indio Subbasin Water Management Plan Update: SGMA Alternative Plan

Coachella Water Authority  
December 15, 2021



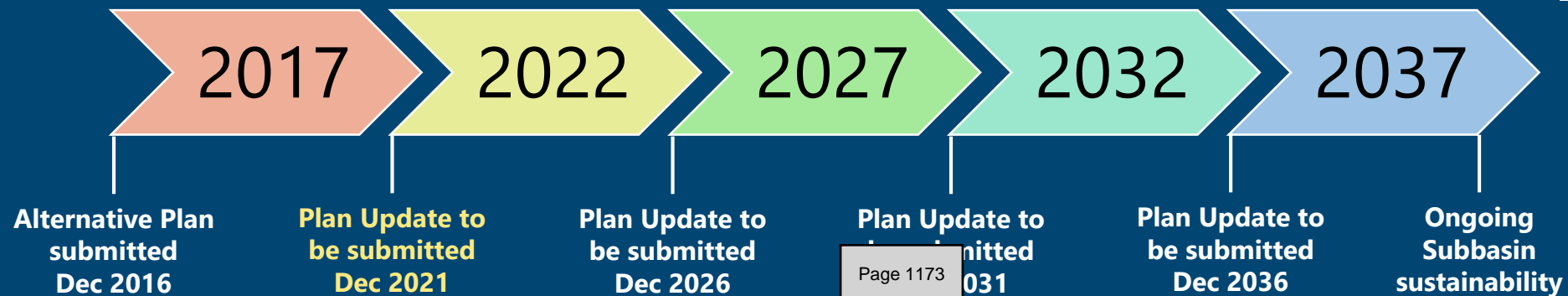
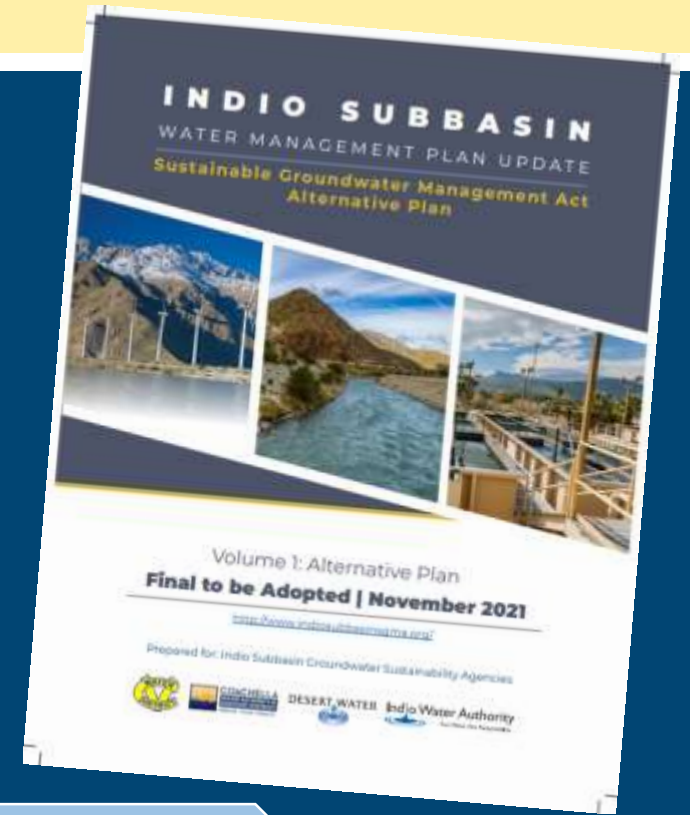
# What is the Sustainable Groundwater Management Act (SGMA)?

## *Landmark legislation in 2014*

- Provides a framework for sustainable management of groundwater basins
- Promotes *local* management
  - With local Groundwater Sustainability Agencies (GSAs)
  - Preparing a Groundwater Sustainability Plan (GSP) or Alternative Plan
- Sets regulatory deadlines for submitting plans, reporting progress, and achieving sustainable management
- Offers State assistance
  - Funding, data, and technical support

# Introducing the 2022 Plan Update

- Builds on *2010 Coachella Valley Water Management Plan Update* submitted in 2016 and approved by DWR as an "Alternative Plan" to a Groundwater Sustainability Plan
- Five-Year Updates are required by SGMA
- This is the first Five-Year Update



# How Did We Engage People?



7 Public Workshops



7 SGMA Tribal Workgroups



Website with Monthly Updates



Regular Email Announcements and Updates



# Where is the Plan Area?

- GSAs are CVWD, CWA, DWA, and IWA
- Plan encompasses entire Indio Subbasin and areas that are or may be supplied with Subbasin groundwater:
  - Municipal, agricultural, golf, domestic and other demands
- Includes multiple jurisdictions with land use planning authority:
  - Cities, counties, tribal governments, state and federal agencies



# All Six Sustainability Criteria Are Addressed



Chronic lowering of groundwater levels



Reduction of groundwater storage



Land subsidence



Degraded water quality



Seawater intrusion



Depletions of connected surface water with impacts on beneficial uses including Groundwater Dependent Ecosystems (GDEs)



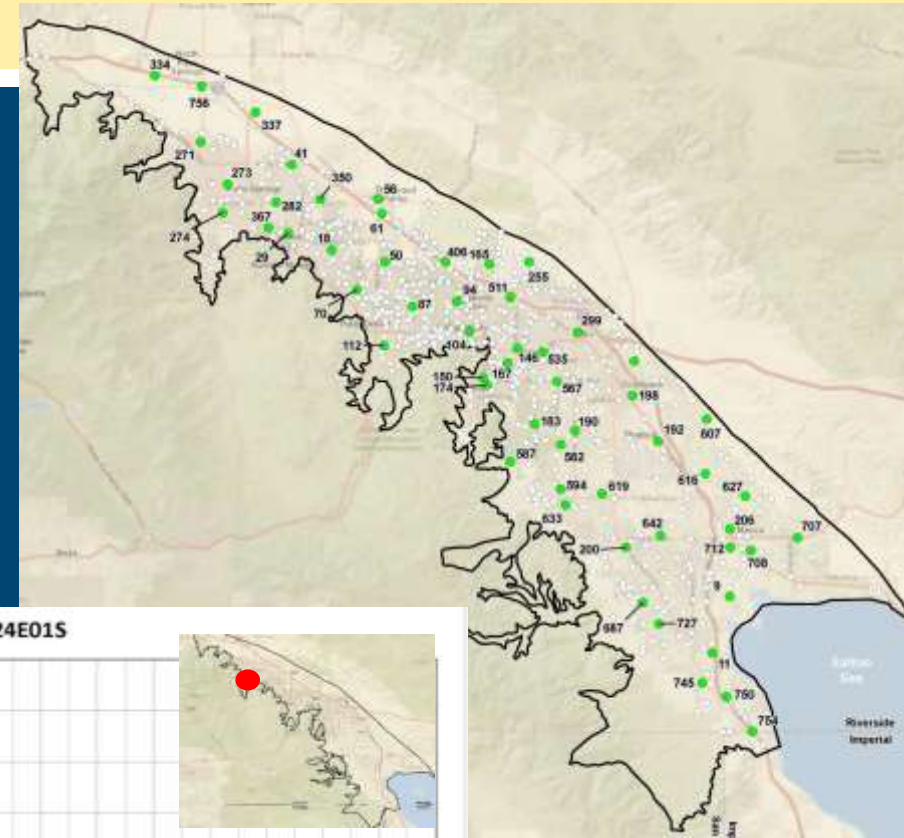


# Thresholds Set for Groundwater Levels

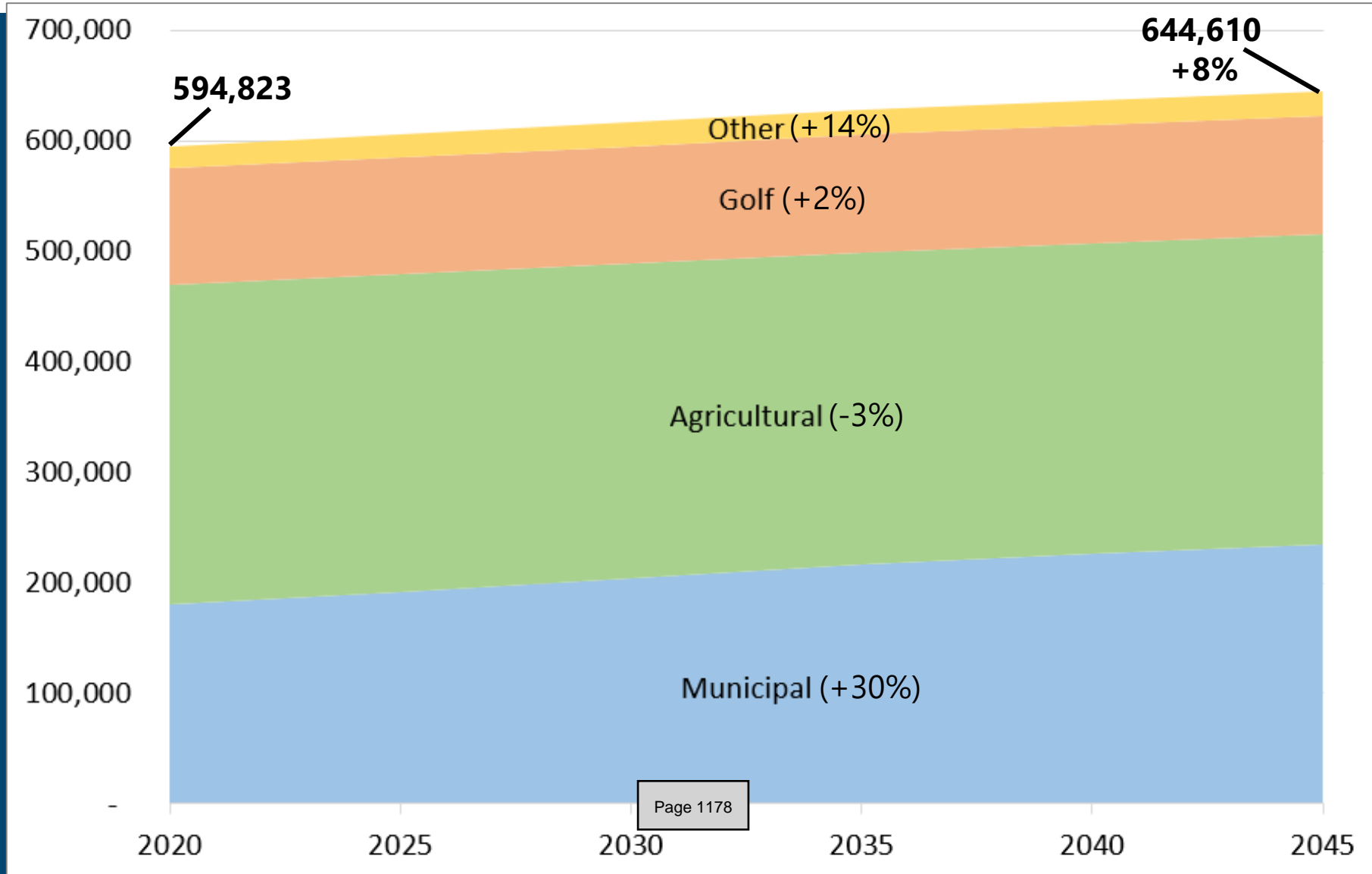
Historical lows as measured at Key Wells:

An undesirable result occurs when the Minimum Threshold is crossed in five consecutive low-season monitoring events in 25% of key wells across the Subbasin

GSA's will monitor levels, respond as needed, and provide annual reporting



# Total Projected Demand (AFY)



# Supply Portfolio for Indio Subbasin

## Groundwater

- Natural Infiltration
- Net Groundwater Inflow

## SWP Exchange Water

- Table A Amount
- Yuba Accord
- Delta Conveyance Facility
- Lake Perris Seepage
- Sites Reservoir

## Colorado River Water

- QSA Base Entitlement
- IID/CVWD Transfers
- MWD SWP Transfer
- Minus Conveyance Losses

## Recycled Water

- Based on Municipal Wastewater Flow Projections

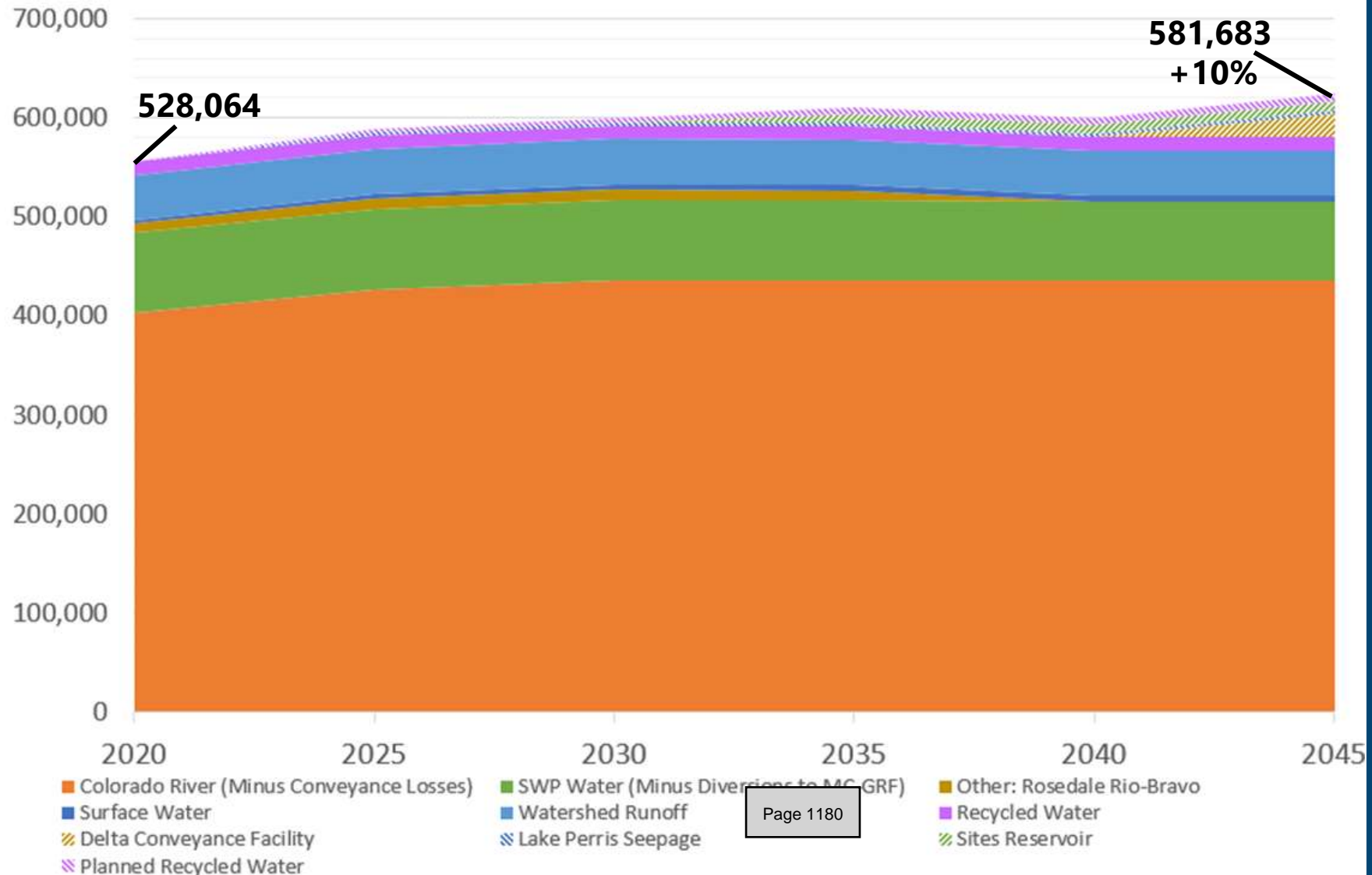
## Surface Water

- Snow, Falls & Chino Creek
- Whitewater River

## Other Supplies

- Rosedale Rio-Bravo

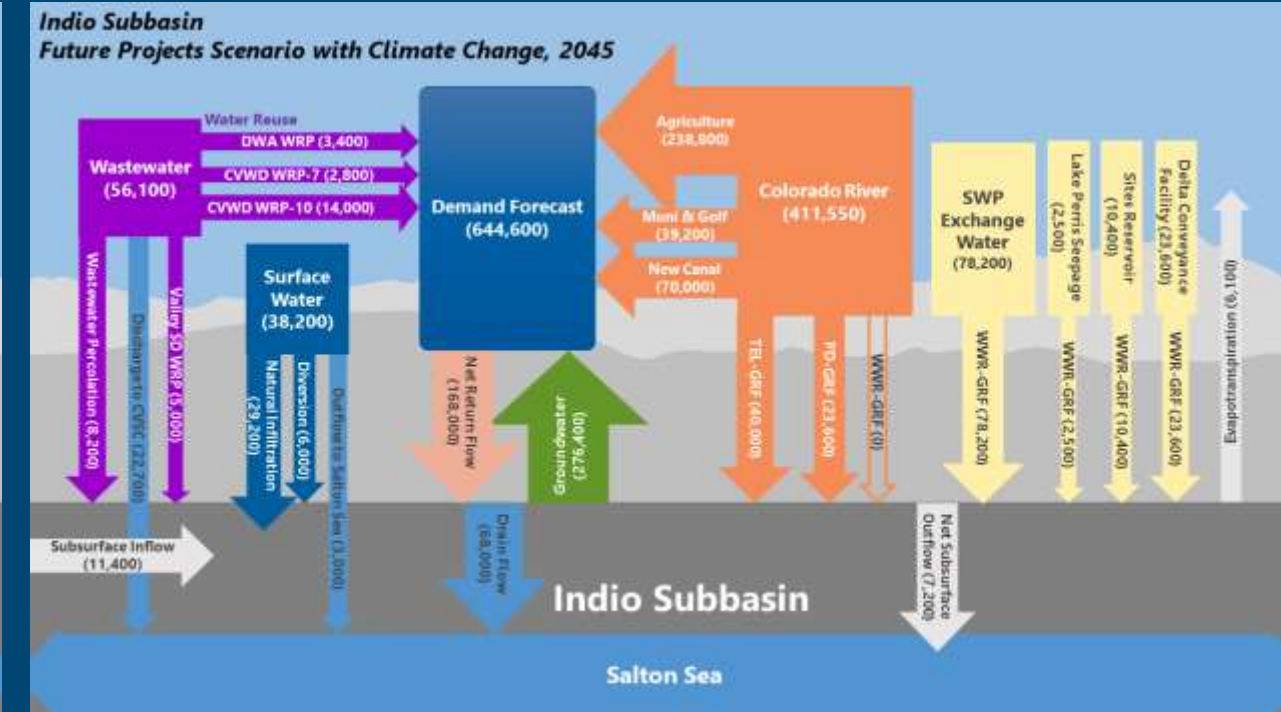
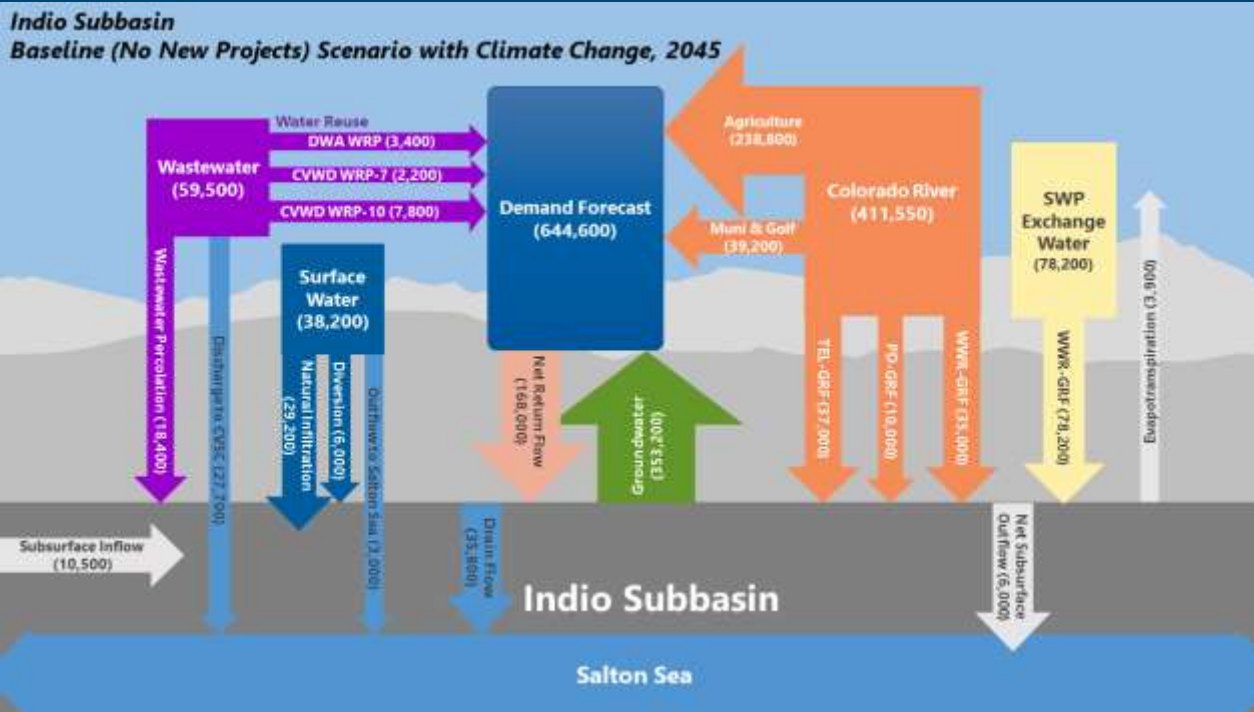
# Supply Forecast – Projected Future Supplies with Climate Change (AFY)



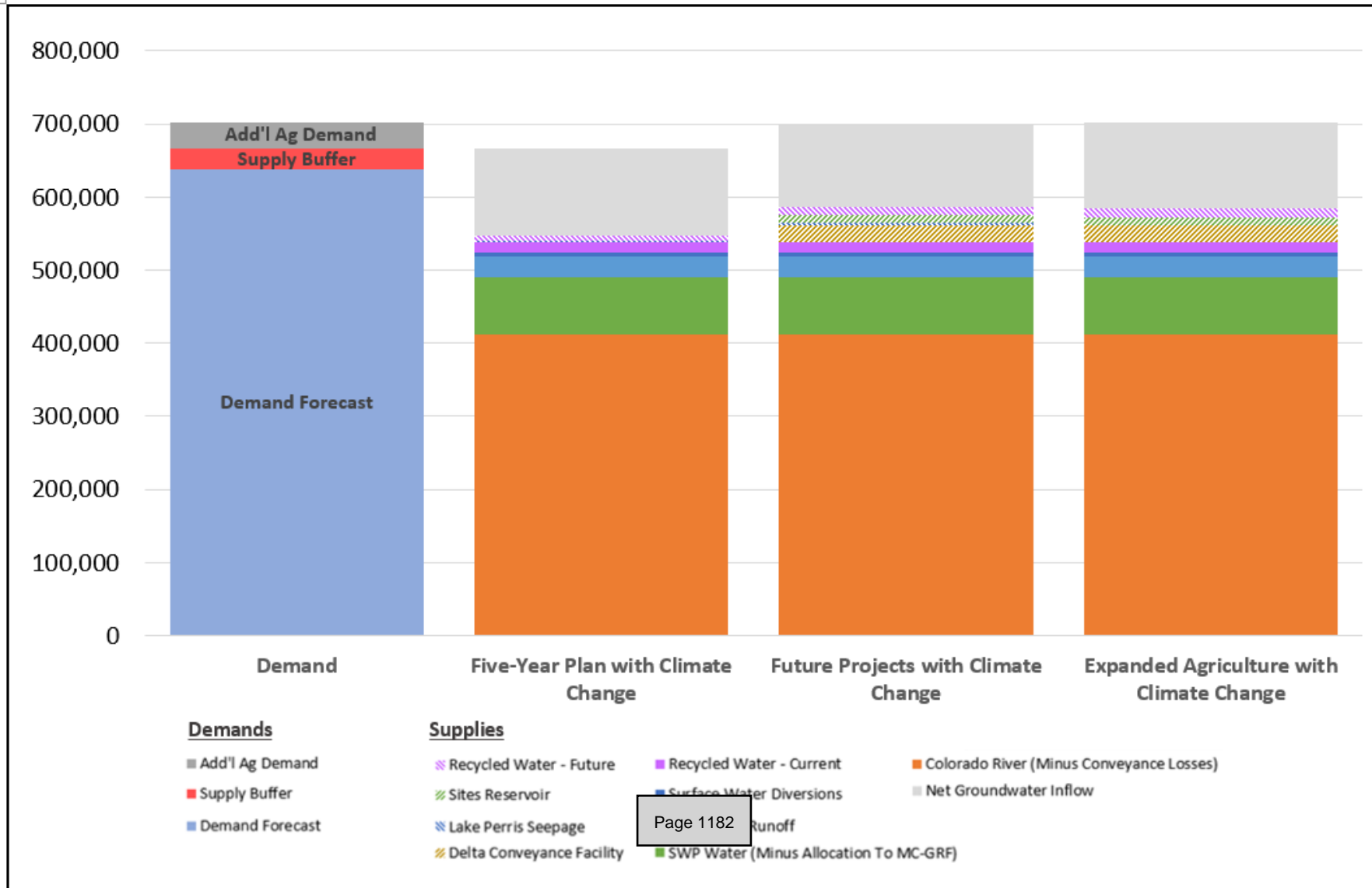
Climate change assumptions used for planning reduce available water supplies from local and imported supplies by up to 40,000 AFY

# Plan Scenarios Reflect Varying Water Supplies and PMAs

Item 28.

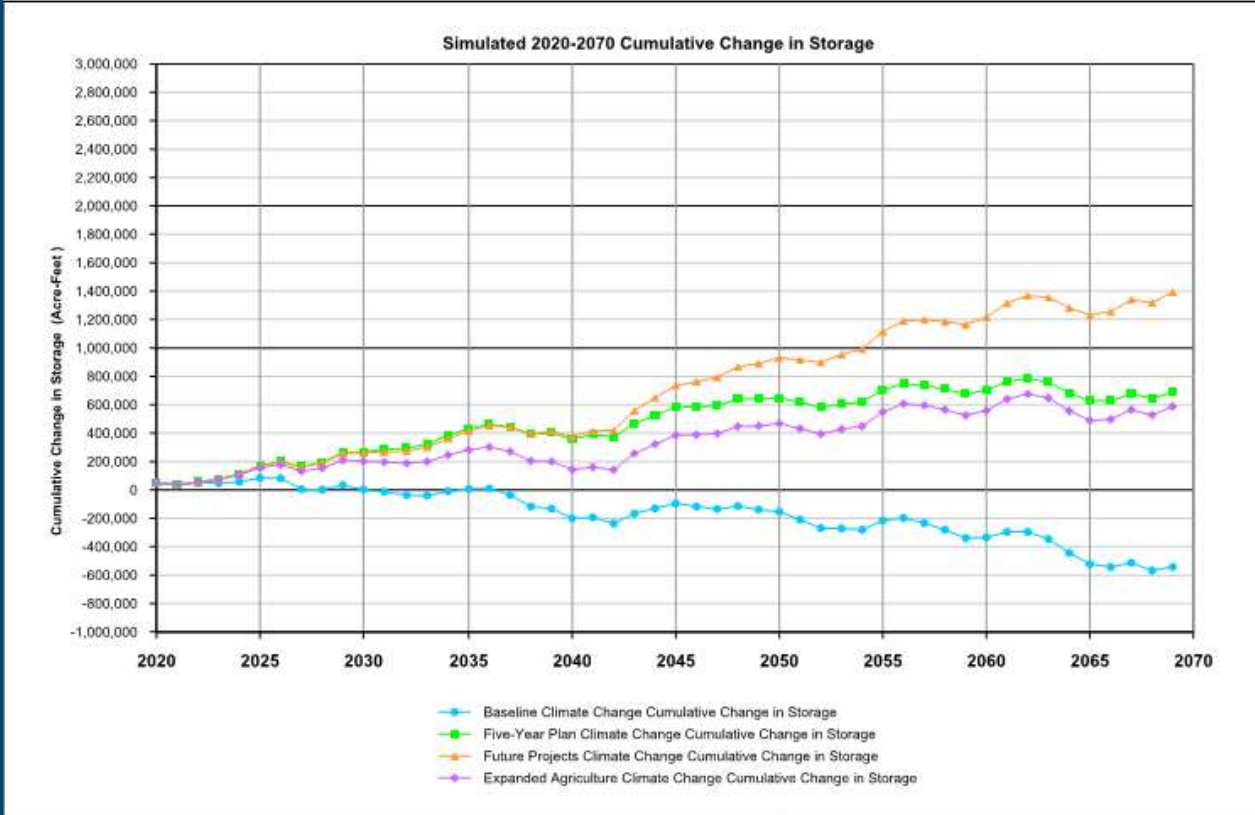


# All "With Project" Scenarios Have Adequate Supply to Meet Projected Demands (AFY)



# Groundwater Sustainability Achieved with Implementation of PMAs

## Simulated 2020-2070 Cumulative Change in Storage



## Simulated 2009-2045 Change in Groundwater Levels

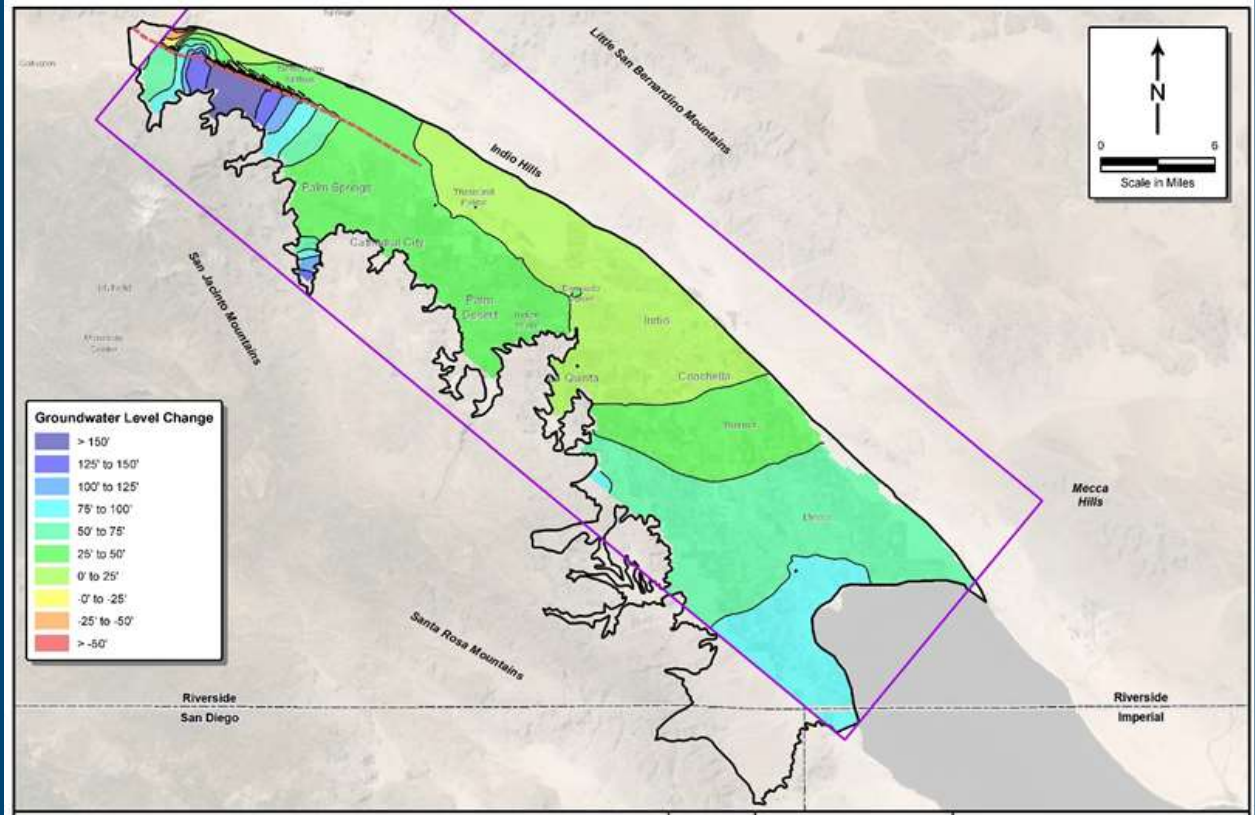


Figure 7-36  
Cumulative Change in Storage for Future Scenario

Figure 7-42  
Change in Groundwater Levels, 2009-2045, Future Projects Scenario with Climate Change

# Adaptive Management and Annual Reporting

- The GSAs are using adaptive management for continuous improvements in management planning and implementation
- Annual Reporting will keep everyone informed:
  - ❖ Groundwater elevations
  - ❖ Groundwater extraction
  - ❖ Surface water
  - ❖ Total water use
  - ❖ Change in storage
  - ❖ Plan implementation/progress





The Plan Update demonstrates that the GSAs can meet the established Plan goal *“to reliably meet current and future water demands in a cost-effective and sustainable manner”*.

As they have been doing over the last 20 years, GSAs will monitor trends in demand and supply availability and implement PMAs as needed.





# BACKUP SLIDES

# Plan Update – Goal and Objectives

Plan Goal: *To reliably meet current and future water demands in a cost-effective and sustainable manner.*

## Plan Objectives:

1. Meet current and future municipal water demands with 10 percent supply buffer
2. Avoid chronic groundwater overdraft
3. Manage and protect water quality
4. Collaborate with tribes, state and federal agencies on shared objectives
5. Manage future costs
6. Minimize adverse environmental impacts
7. Reduce vulnerability to climate change and drought impacts



# Suitable Proxy for Storage and Subsidence

Item 28.

Groundwater levels, storage, and subsidence are correlated.

The groundwater level Minimum Thresholds are defined to avoid significant and unreasonable undesirable results:



Loss of yield from existing production wells due to chronic level decline



Reduction of groundwater storage



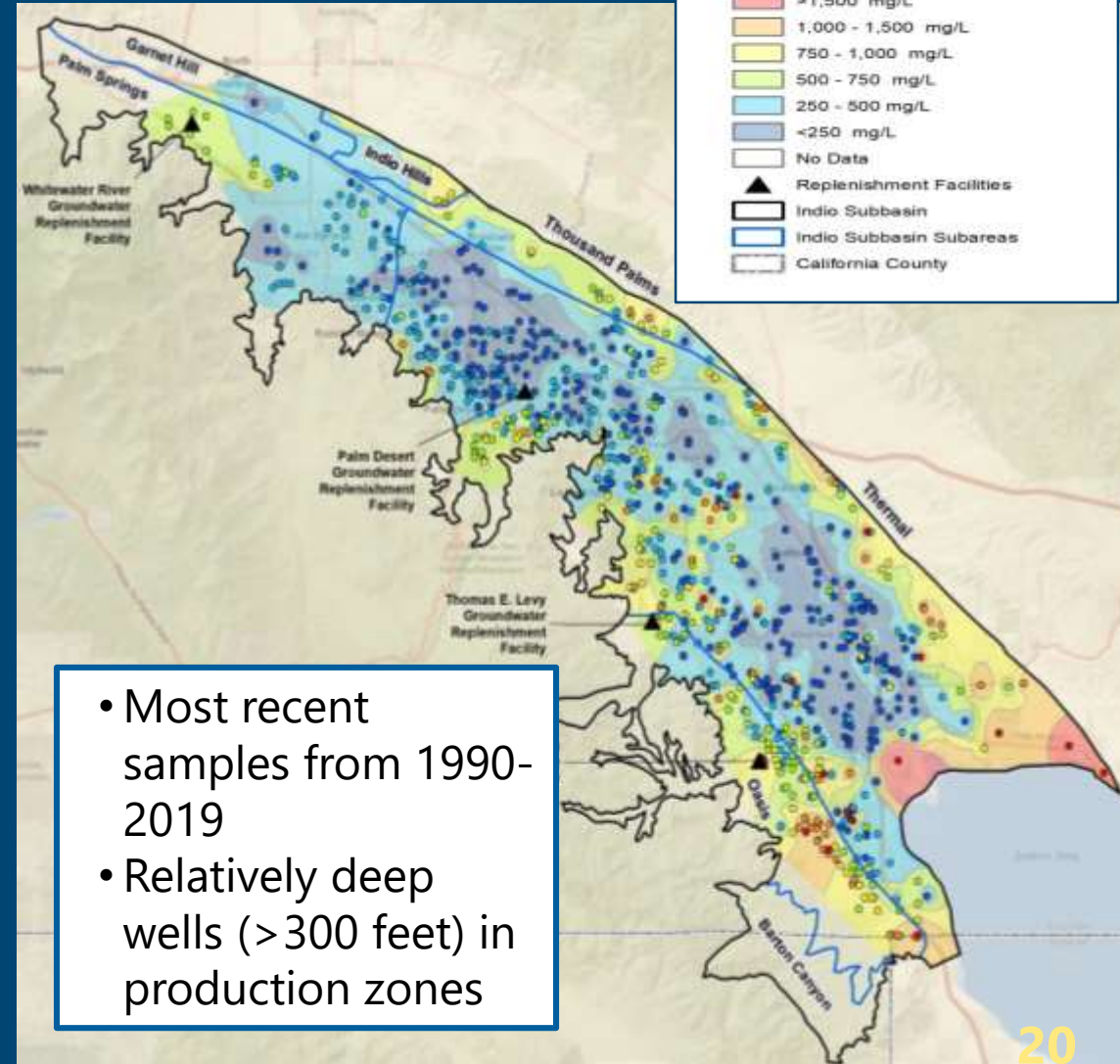
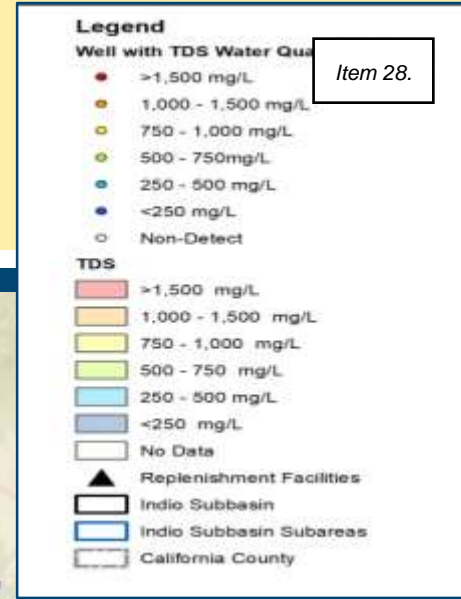
Reduction in the viability of water conveyance, flood control, other infrastructure, and structures due to land subsidence



# Groundwater Quality

Plan Update provides comprehensive assessment of groundwater quality

- Maps for eight constituents
- Cross-sections for TDS, NO<sub>3</sub>, Arsenic, Cr-6 to show vertical variation
- Time concentration plots for TDS and nitrate
- Discussion of significance, source(s), distribution factors





# Plan Supports Salinity Studies and SNMP

- Groundwater quality database compilation and assessment
- Planning for installation of additional monitoring wells
- Update and improvement of numerical flow model that can be basis for salt and nutrient balance studies
- Planning for study of relationships among groundwater levels, groundwater quality, and drain flows
- Coordination with the CV-SNMP update beginning in 2022



**Sampling the drain flows to Salton Sea**



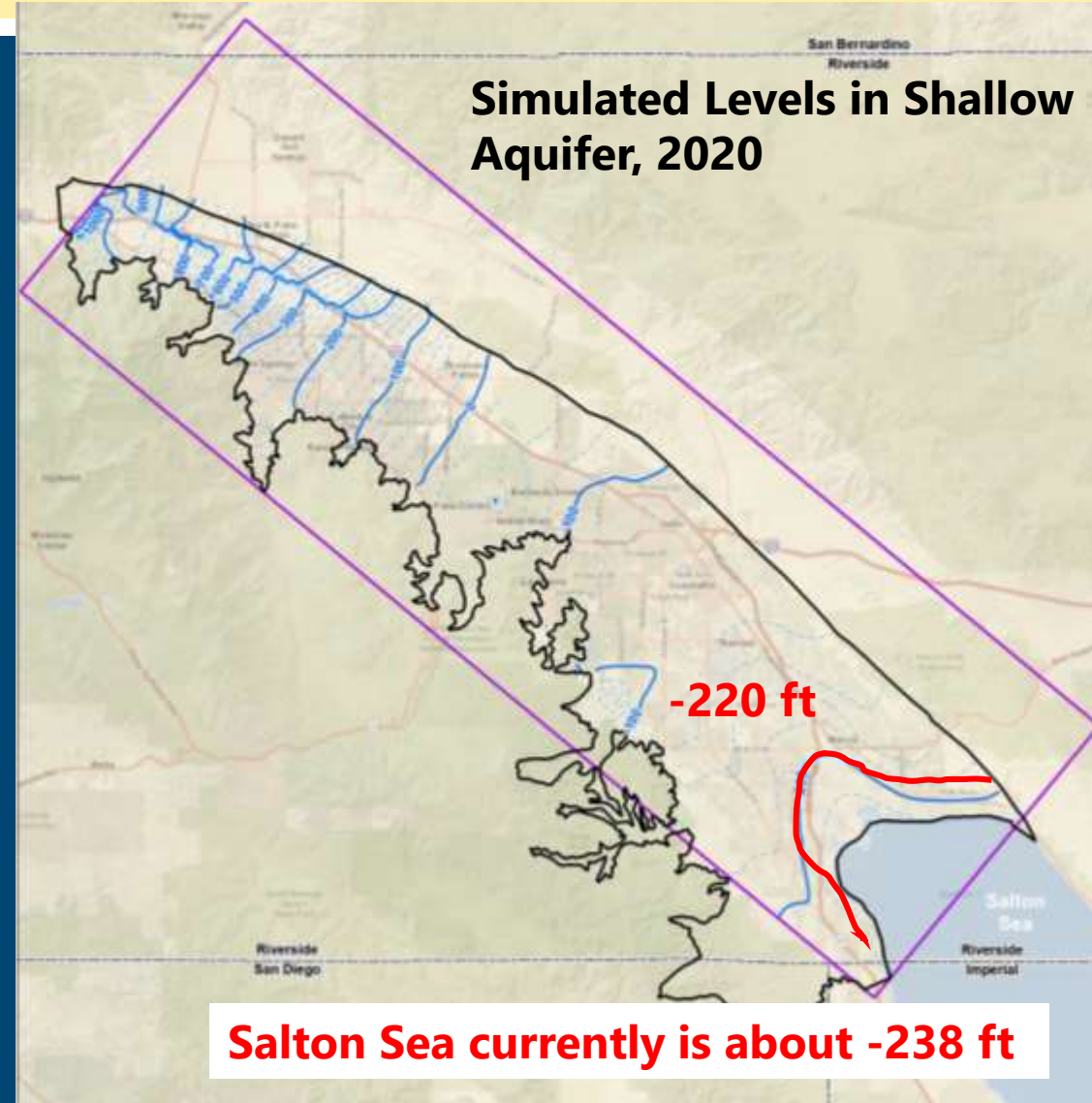
# Seawater Intrusion and the Salton Sea

Salton Sea is distinguished by:

- salinity about twice that of the ocean and increasing
- surface water levels decreasing and a shoreline retreating

Seawater intrusion is tracked closely by the GSAs:

- Dedicated monitoring wells for sampling and level measurements
- Subbasin groundwater level monitoring and water budget modeling to assess groundwater flow

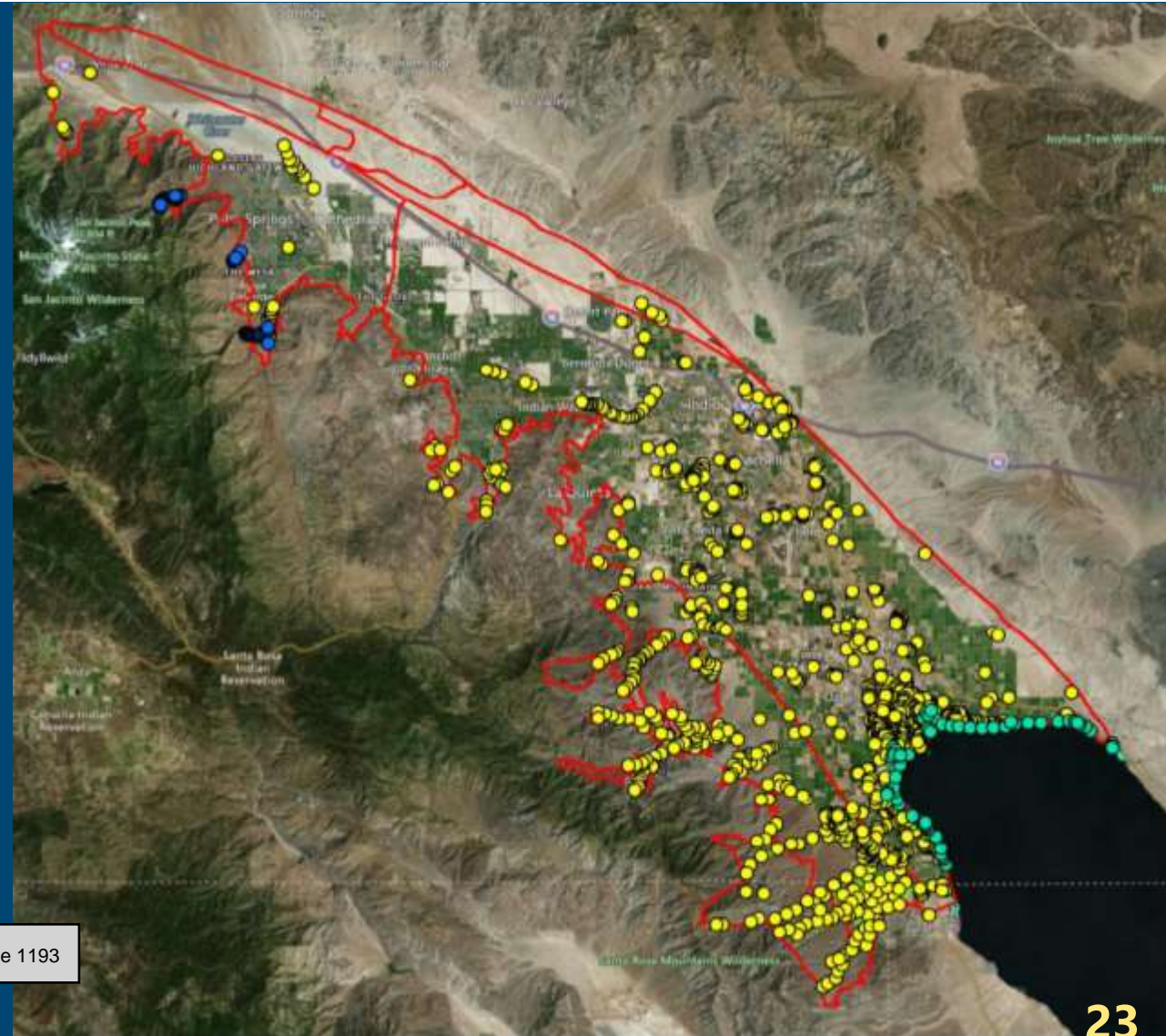






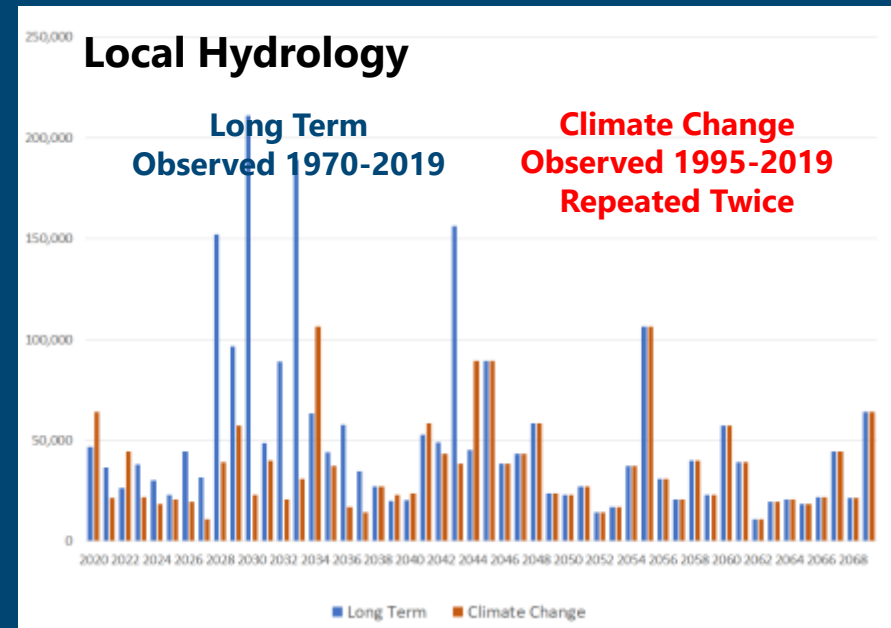
# Interconnected Surface Water and Groundwater Dependent Ecosystems (GDEs)

- Probable GDEs (5%) occur in canyons and may rely partially on surface water or snowmelt
- Probable Non-GDEs (89%) include agricultural fields and drainages, uplands, and dry washes
- Playa Wetlands (6%) are dependent on agricultural drain flows and occur along Salton Sea exposed seabed



# Climate Change – Assumptions

- Scenarios use recent (drier) patterns
- For local inflow:
  - ❖ Baseline uses long term-hydrology – modeling repeats historical conditions (1970-2019) for future 50-years
    - Estimated natural infiltration 43,000 AFY
  - ❖ Climate change scenarios use recent 25-year period (1995-2019) which includes multiple droughts – modeling repeats drier pattern twice for 50-years
    - Estimated natural infiltration 29,200 AFY



# Climate Change – Assumptions

- Scenarios use recent (drier) patterns
- For imported water:
  - ❖ State Water Project:
    - Deliveries of SWP water have been impacted by legal, environmental, and drought conditions
    - SWP deliveries = 45% over last 14 years
    - Under future climate, DWR projects SWP deliveries will be reduced by additional 1.5%
  - ❖ Colorado River:
    - If Lake Mead reservoir levels decline, CVWD will participate in California's contribution under the Lower Basin Drought Contingency Plan
    - Assumes reduction in QSA water for direct delivery and replenishment by 14,000–24,000  $\Delta$  EV



# Projects & Management Actions – Selected

## Water Conservation

- 1: Urban Water Conservation
- 2: Golf Water Conservation
- 3: Agricultural Water Conservation

## Water Supply Development

- 4: Increased Surface Water Diversion
- 5: Delta Conveyance Facility
- 6: Lake Perris Seepage
- 7: Sites Reservoir
- 8: Future Supplemental Water Acquisitions
- 9: EVRA Potable Reuse

## Source Substitution & Replenishment

- 10: Mid-Valley Pipeline Direct Customers
- 11: East Golf Expansion
- 12: Oasis Distribution System
- 13: WRP-10 Recycled Water Delivery
- 14: WRP-10 Tertiary Expansion
- 15: Canal Water Pump Station Upgrade
- 16: WRP-7 Recycled Water Delivery
- 17: WRP-4 Tertiary Expansion & Delivery
- 18: DWA WRP Recycled Water Delivery
- 19: PD-GRF Phase 2 Expansion
- 20: TEL-GRF Expansion
- 21: WWR-GRF Operation

## Water Quality Protection

- 22: Eliminate Wastewater Percolation
- 23: Wellhead Treatment
- 24: Small Water System Consolidations
- 25: Septic to Sewer Conversions
- 26: CV-SNMP GW Monitoring Program Workplan
- 27: CV-SNMP Development Workplan
- 28: Colorado River Salinity Forum
- 29: Source Water Protection

# Plan Scenarios – Assumptions

## No New Projects = Baseline

## Baseline w/ Climate Change

## Five-Year w/Climate Change

## Future Projects w/Climate Change

## Expanded Ag w/Climate Change

- Baseline assumes no new projects
  - Not realistic because additional projects already planned
  - Provides a comparison of future conditions with and without climate change/drought
- 
- Simulations of additional scenarios with 5-year (near-term) projects, future projects, and expanded agriculture
  - Additional scenarios include climate change/drought

# INDIO SUBBASIN

WATER MANAGEMENT PLAN UPDATE

## Sustainable Groundwater Management Act Alternative Plan



Volume 1: Alternative Plan

**Final to be Adopted | November 2021**

<http://www.indiosubbasinsgma.org/>

Prepared for: Indio Subbasin Groundwater Sustainability Agencies



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# INDIO SUBBASIN WATER MANAGEMENT PLAN UPDATE

## SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)

### ALTERNATIVE PLAN

FINAL  
November 2021

### ACKNOWLEDGEMENTS



The Indio Subbasin Groundwater Sustainability Agencies (GSAs) appreciate and acknowledge the funding contribution from the California Department of Water Resources (DWR). Funding for this *Indio Subbasin Water Management Plan Update* has been provided in part by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

#### Indio Subbasin GSAs



Coachella Valley Water District, Coachella Water Authority, Desert Water Agency, and Indio Water Authority compose the Indio Subbasin GSAs.

#### Indio Subbasin Consulting Team



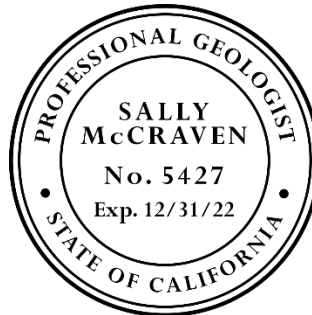
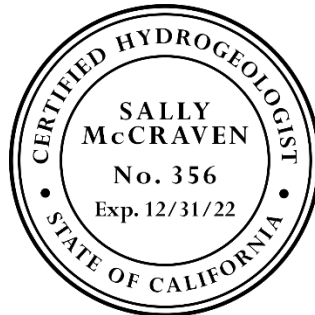
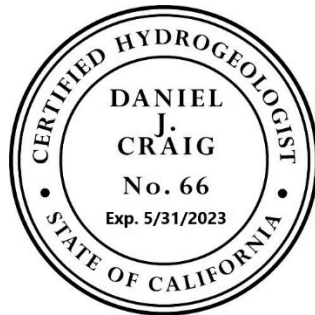
Todd Groundwater and Woodard & Curran, assisted by Graham Fogg and Associates and David J. Ringel Consulting Engineer, compose the consulting technical team for the *Indio Subbasin Water Management Plan Update*.



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**INDIO SUBBASIN WATER MANAGEMENT PLAN UPDATE  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)  
ALTERNATIVE PLAN**

FINAL  
November 2021



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## MASTER ACRONYMS AND ABBREVIATIONS LIST

Term	Definition
°F	degrees Fahrenheit
µg/L	micrograms per liter
2010 CVWMP	2010 Coachella Valley Water Management Plan
2018 Coachella Valley IRWM/SWR Plan	2018 Coachella Valley Integrated Regional Water Management & Stormwater Resources (IRWM/SWR) Plan Update
AB	Assembly Bill
ACS	American Community Survey
ACWA	Agua Caliente Water Authority
AD	Assessment District
AF	acre-feet
AFY	acre-feet per year
Alternative Plan Update	Indio Subbasin Water Management Plan Update: Sustainable Groundwater Management Act Alternative Plan
AOB	area of benefit
AOP	Annual Operating Plan
ASR	aquifer storage and recovery
ASTM	American Society for Testing and Materials
AWAG	Agricultural Water Advisory Group
AWMP	Agricultural Water Management Plan
Basin	Coachella Valley Groundwater Basin
Basin Plan	Water Quality Control Plan for Plan for the Colorado River Basin—Region 7
BDCP	Bay-Delta Conservation Plan
bgs	below ground surface
BLM	U.S. Department of the Interior Bureau of Land Management
BMP	best management practice
BMWD	Berrenda Mesa Water District
BPO	basin plan objective
BPTC	best practicable treatment or control
Bulletin 118	California's Groundwater: Bulletin 118—Update 2003
BWD	Borrego Water District
C2VSIM	California Central Valley Groundwater-Surface Water Simulation Model
CalEPA	California Environmental Protection Agency
Caltrans	California Department of Transportation
CalWARN	California Water and Wastewater Agency Response Network
CalWEP	California Water Efficiency Partnership
Canal	Coachella Canal
CAP	Central Arizona Project
CARB	California Air Resources Board
CAS	California Climate Adaptation Strategy
CASGEM Program	California Statewide Groundwater Elevation Monitoring Program

<b>Term</b>	<b>Definition</b>
CAT	Climate Action Team
CCLP	Coachella Canal Lining Project
CCR	California Code of Regulations
CDC	California Department of Conservation
CDFG	California Department of Fish and Game
CDFW	California Department of Fish and Wildlife
CDPH	California Department of Public Health
CDPs	census-designated plates
CEC	California Energy Commission
Census Bureau	U.S. Census Bureau
CEQA	California Environmental Quality Act
CERES	California Environmental Resources Evaluation System
Cfs	Cubic feet per second
Chromium-6	Hexavalent chromium
CIB	capital improvement budget
CII	commercial, industrial and institutional
CIMIS	California Irrigation Management Information System
CIPs	Capital improvement projects
CMP	Consolidated Monitoring Program
CNRA	California Natural Resources Agency
CO <sub>2</sub> e	CO <sub>2</sub> equivalents
COCs	constituents of concern
COD	College of the Desert
COVID-19	coronavirus disease 2019
CPUC	California Public Utility Commission
CRA	Colorado River Aqueduct
CRLA	California Rural Legal Assistance Inc.
CRW	Colorado River Water
CSD	Coachella Sanitation District
CUWCC	California Urban Water Conservation Council
CVAG	Coachella Valley Association of Governments
CVCC	Coachella Valley Conservation Commission
CVILC	Coachella Valley Irrigated Lands Coalition
CVIRWMP	Coachella Valley Integrated Regional Water Management Plan
CVMSHCP	Coachella Valley Multiple Species Habitat Conservation Plan
CVRWMP	Coachella Valley Regional Water Management Group
CVSC	Coachella Valley Stormwater Channel
CV-SNAP	Coachella Valley Salt and Nutrient Management Plan
CVWD	Coachella Valley Water District
CVWMP	Coachella Valley Water Management Plan
CVWMR	Coachella Valley Water Management Region

<b>Term</b>	<b>Definition</b>
CWA	Coachella Water Authority
CWC	California Water Code
CWP	California Water Plan
CWSRF	Clean Water State Revolving Fund
CY	calendar year
DAC	disadvantaged community
DACE	Desert Alliance for Community Empowerment
DACI	Disadvantaged Communities Infrastructure
DBCP	dibromochloropropane
DCF	Delta Conveyance Facility
DCP	Drought Contingency Plan
DDW	California State Water Resources Control Board Division of Drinking Water
DEH	Riverside County Department of Environmental Health
Delta	Sacramento-San Joaquin River Delta
DEM	digital elevation model
DLR	detection limit for purposes of reporting
DMM	Demand Management Measures
DMS	Data Management System
DOF	California Department of Finance
DPR	Delivery Reliability Report
DWA	Desert Water Agency
DWR	California Department of Water Resources
East AOB	East Whitewater River Subbasin Area of Benefit
ECVWSP	East Coachella Valley Water Supply Project
EDA	Economic Development Agency
EDA	economically disadvantaged community
EDC	Endocrine Disrupting Compound
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EJ	environmental justice
EJCW	Environmental Justice Coalition for Water
EO	Executive Order
EOP	Emergency Operations Plan
EPA	U.S. Environmental Protection Agency
ERP	Emergency Response Plan
ESA	Endangered Species Act
ET	evapotranspiration
ETAF	evapotranspiration adjustment factor
ETc	ET of a crop
ETo	reference evapotranspiration
EVRA	East Valley Reclamation Authority

<b>Term</b>	<b>Definition</b>
feet bgs	feet below ground surface
feet msl	feet above mean sea level
FEIR	Final Environmental Impact Report
FY	fiscal year
GAMA Program	Groundwater Ambient Monitoring and Assessment Program
Garnet Hill WMP	<i>Mission Creek/Garnet Hill Water Management Plan</i>
GDE	groundwater-dependent ecosystem
GHB	general head boundary
GHG	greenhouse gas
GPSY-OASIS	GNSS-Inferred Positioning System and Orbit Analysis Simulation Software
GIS	geographic information system
GLC	Glorious Lands Company
GMS	Groundwater Modeling System
gpcd	gallons per capita per day
gpd	gallons per day
gpd/conn	gallons per day per connection
gphud	gallons per housing unit per day
GPS	global positioning system
GRF	groundwater replenishment facility
GRP	Groundwater Replenishment Program
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
GWMP	Groundwater Management Plan
HCF	hundreds of cubic feet
HCM	hydrogeologic conceptual model
HCP	Habitat Conservation Plan
HFB	horizontal flow barrier
HOA	homeowners' association
I-Bank	California Infrastructure and Economic Development Bank
IBWC	International Boundary and Water Commission
IC/ID	illicit connection/illicit discharge
ICS	intentionally created surplus
ID	Improvement District
ID-1	Improvement District 1 (Reclamation)
IID	Imperial Irrigation District
ILRP	Irrigated Lands Regulatory Program
Indio Subbasin GSAs	Groundwater Sustainability Agencies created by the Coachella Valley Water District, the Coachella Water Authority, the Desert Water Authority, and the Indio Water Authority, respectively
InSAR	interferometric synthetic aperture radar
IPCC	Intergovernmental Panel on Climate Change
IPR	indirect potable reuse

<b>Term</b>	<b>Definition</b>
IRWM	integrated regional water management
IRWMP	Integrated Regional Water Management Plan
IWA	Indio Water Authority
IWFM	Integrated Water Flow Model
IWRIS	Integrated Water Resources Information System
K	conductivity
Kv	vertical conductivity
Landscape Ordinance	Ordinance No. 1302.4: An Ordinance of the Coachella Valley Water District Establishing Landscape and Irrigation System Design Criteria
LC	local concern
LCP	Landscaper Certification Program
LID	low impact development
LOS	level of service
MAR	managed aquifer recharge
MC AOB	Mission Creek Subbasin Area of Benefit
MCGH WMP	Mission Creek-Garnet Hill Water Management Plan
MC-GRF	Mission Creek Groundwater Replenishment Facility
MCL	maximum contaminant level
MDWC	Myoma Dunes Water Company
MG	million gallons
mg/L	milligrams per liter
mgd	million gallons per day
MHI	median household income
MMRP	Mitigation Monitoring and Reporting Plan
MO	Measurable Objective
MOU	Memorandum of Understanding
MP	Mile Post
MS4	municipal separate storm sewer system
msl	mean sea level
MSWD	Mission Springs Water District
MT	Minimum Threshold
MVP	Mid-Valley Pipeline
MWA	Mojave Water Agency
MWD	Metropolitan Water District of Southern California
MWELO	Model Water Efficiency Landscape Ordinance
NAICS	North American Industry Classification System
NCCAG	Natural Communities Commonly Associated with Groundwater
NCCPA	California Natural Communities Conservation Planning Act
NCDC	National Climatic Data Center
NEPA	National Environmental Policy Act
NIMS	National Incident Management System
NMFS	National Marine Fisheries Service

<b>Term</b>	<b>Definition</b>
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
NPW	non-potable water
NRCS	Natural Resources Conservation Service
NTU	Nephelometric Turbidity Unit
O&M	operations and maintenance
OEHHA	Office of Environmental Health Hazard Assessment
OPR	California Governor's Office of Planning and Research
OWTS	Onsite Wastewater Treatment Systems
pCi/L	picocuries per liter
PD-GRF	Palm Desert Groundwater Replenishment Facility
PEIR	Programmatic Environmental Impact Report
PFAS	per- and polyfluoroalkyl substance
PFOA	perfluorooctanoic acid
PFOS	perfluorooctane sulfonate
PHG	public health goal
Plan Area	Indio Subbasin Alternative Plan Area
PMA's	projects and management actions
ppb	parts per billion
ppm	parts per million
PPR	Present Perfected Rights
ppt	parts per trillion
Proposition 1	Water Quality, Supply, and Infrastructure Improvement Act of 2014
Proposition 84	Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006
PVID	Palo Verde Irrigation District
QSA	Quantification Settlement Agreement
RAC	replenishment assessment charges
RAP	region acceptance process
RCAC	Rural Community Assistance Corporation
RCFCWCD	Riverside County Flood Control and Water Conservation District
RCOA	Riverside County Operational Area
RCP-06	Riverside County Projections 2006
RECI	water contract recreation
RECII	water non-contact recreation
Region	Coachella Valley Water Management Region
Regional Program	Regional Water Conservation Program
RMS	resource management strategies
RO	reverse osmosis
Rosedale	Rosedale Rio Bravo Water Storage District
RTP	regional transportation plan
RWQCB	Regional Water Quality Control Board

<b>Term</b>	<b>Definition</b>
SB	Senate Bill
SCAG	Southern California Association of Governments
SCSD	Salton Community Services District
SDAC	severely disadvantaged community
SDWIS	Safe Drinking Water Information System
SEMS	California Standardized Emergency Management System
SGM	Sustainable Groundwater Management
SGMA	Sustainable Groundwater Management Act
SGPWA	San Geronio Pass Water Agency
SGWP	Sustainable Groundwater Planning Grant Program
SMCL	Secondary Maximum Contaminant Level
SNMP	Salt and Nutrient Management Plan
SOI	sphere of influence
SPEIR	Subsequent Programmatic Environmental Impact Report
SRWS	self-regenerating water softeners
Ss	specific storage
SS/TS	source of supply/treatment study
SSA	Salton Sea Authority
SSMP	Salton Sea Management Plan
SWAMP	Surface Water Ambient Monitoring Program
SWMP	Stormwater Management Plan
SWN	State Well Number
SWP	State Water Project
SWQIS	California Statewide Water Quality Information System
SWR	stormwater resources
SWRCB	California State Water Resources Control Board
SWS	small water system
Sy	specific yield
T	transmissivity
TAC	Technical Advisory Committee
TAG	Technical Advisory Group
TAZ	transportation analysis zones
TDML	total maximum daily load
TDS	total dissolved solids
TEL-GRF	Thomas E. Levy Groundwater Replenishment Facility, formerly the Dike 4 Recharge Facility
TM	technical memorandum
TMDL	total maximum daily load
TRS	Township range section
TSS	Technical Support Services
Tulare Lake	Tulare Lake Water Storage District
ULFT	ultra low flow toilet



<b>Term</b>	<b>Definition</b>
USACE	U.S. Army Corps of Engineers
USBR	U.S. Bureau of Reclamation
USDA	U.S. Department of Agriculture
USEPA	U.S. Environmental Protection Agency
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
UWMP	Urban Water Management Plan
Valley	Coachella Valley Water Management Region
VSD	Valley Sanitary District
WARM	Salton Sea's Warm Freshwater Habitat
WDL	Water Data Library
WDR	Waste Discharge Requirements
West AOB	West Whitewater River Subbasin Area of Benefit
WET-CAT	Climate Action Team, Water-Energy Group
WIIN	Water Infrastructure Improvements for the Nation
WMP	Water Management Plan
WMWC	Whitewater Mutual Water Company
Workplan	SNMP Development Workplan
WQO	water quality objective
WRCOG	Western Riverside Council of Governments
WRF	Water Reclamation Facility
WRFP	Water Recycling Funding Program
WRP	Water Reclamation Plant
WRSC	Whitewater River Stormwater Channel
WSA	Water Supply Assessment
WSV	Water Supply Verification
WUE	water use efficiency
WWR-GRF	Whitewater River Groundwater Replenishment Facility
WWTP	wastewater treatment plan
WY	water year

## EXECUTIVE SUMMARY

### ES.1 Introduction

Groundwater is a critical resource for the sustainability of Coachella Valley communities, agriculture, economic activities, environmental benefits, and other beneficial uses. The Indio Subbasin (one of four subbasins of the Coachella Valley Groundwater Basin) provides groundwater supply and a vast groundwater storage capacity with the natural ability to convey water—through groundwater flow—from areas of recharge to wells where water is pumped. Since the early 1900s, the Indio Subbasin has been actively managed to address increasing water demands (with pumping for agricultural, urban, and rural demands), beginning with capture of local stormwater to supplement the limited natural groundwater replenishment and later implementing water importation (since 1949) and source substitution projects. This has been a dynamic process with periods of groundwater depletion followed by recovery. Groundwater levels and storage reached historical lows in about 2009, but this overdraft has been stopped and increased groundwater storage has resulted from active water management planning and projects. In addition, local agencies have recognized the multi-faceted nature of groundwater issues (including subsidence, water quality, seawater intrusion, and potential impacts on environmental uses) and have developed relevant management plans, programs, and projects, including the *2002 Coachella Valley Final Water Management Plan (2002 CVWMP)* for the Indio Subbasin (Coachella Valley Water District [CVWD], 2002a) and the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (CVWD, 2012a).

In 2014, the California Legislature enacted the Sustainable Groundwater Management Act (SGMA) to provide a framework for sustainable groundwater management. To implement SGMA in the Indio Subbasin, four local water agencies formed Groundwater Sustainability Agencies (GSAs): CVWD, Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA). In 2016, the Indio Subbasin GSAs entered into a Memorandum of Understanding for collaborative management of the Indio Subbasin under SGMA.

On December 29, 2016, the Indio Subbasin GSAs submitted to the Department of Water Resources (DWR) the *2010 CVWMP* (CVWD, 2012a), accompanied by a Bridge Document (Indio Subbasin GSAs, 2016), as an Alternative Plan to a Groundwater Sustainability Plan (GSP) for the Indio Subbasin. On July 17, 2019, DWR approved the *2010 CVWMP Update* as an Alternative Plan. In compliance with SGMA, the GSAs have prepared Annual Reports which can be found on the program website ([www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)). SGMA also requires plan updates every 5 years; this *Indio Subbasin Water Management Plan Update (Alternative Plan Update)* fulfills that requirement.

The GSAs conducted extensive stakeholder coordination and public involvement during the development of the *Alternative Plan Update* to seek input from property owners/residents, disadvantaged communities, agricultural interests, and environmental interests. Development of the *Alternative Plan Update* was also guided by the SGMA Tribal Workgroup, which included representatives from the following five Native American Tribes: Agua Caliente Band of Cahuilla Indians, Augustine Band of Cahuilla Indians, Cabazon Band of Mission Indians, Torres-Martinez Desert Cahuilla Indians, and Twenty-Nine Palms Band of Mission Indians.

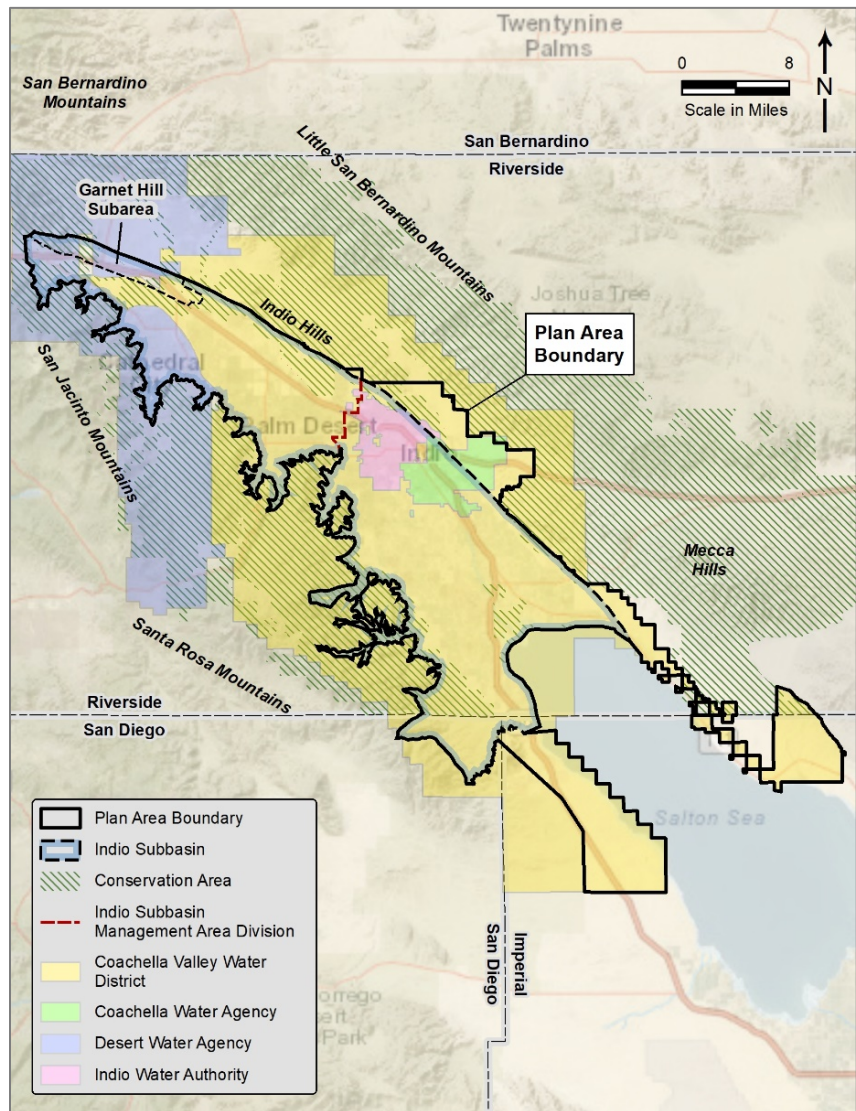
### ES.2 Plan Area

The Indio Subbasin is one of four subbasins that compose the Coachella Valley Groundwater Basin (Basin). The Plan Area is based on the Indio Subbasin and the areas served by, or expected to be served by, groundwater from the Subbasin, as shown in Figure ES-1. This includes areas to the east of the Subbasin within the spheres of influence of the cities of Indio and Coachella that account for several proposed large developments, and areas along the western and eastern shores of the Salton Sea that are in CVWD’s domestic service area and receive groundwater from CVWD. Undeveloped mountainous terrain and conservation areas in CVWD’s and DWA’s boundaries are not included in the Plan Area as they do not receive water from the Indio Subbasin. The Indio Subbasin is geographically divided into West Valley and East Valley.

The Indio Subbasin underlies the incorporated areas of nine cities as well as unincorporated areas in portions of Riverside, San Diego, and Imperial Counties. Large tracts of land in the Plan Area are owned and managed by state and federal governments. Five Tribal/Reservation areas for Native American tribes are also located within the Indio Subbasin. The major water agencies in the Plan Area are CVWD, CWA, DWA, and IWA. Mission Springs Water District (MSWD) and Myoma Dunes Water Company (MDWC) also serve smaller portions of the Indio Subbasin.

Local water resources management began with early (19<sup>th</sup> Century) agricultural development in the region, which was initially based on groundwater supply. However, local groundwater supply proved insufficient for irrigation and subsequent urban water demand, leading agencies to acquire and import surface water supplies. The Plan Area currently relies on a combination of local groundwater, Colorado River water, State Water Project (SWP) exchange water, local surface water, and recycled water to meet demands for four predominant water user groups: municipal, agriculture, golf, and other (e.g., fish farms, duck clubs, polo, etc.).

Figure ES-1: Plan Area



### ES.3 Hydrogeologic Conceptual Model

The Coachella Valley Groundwater Basin (Basin) encompasses more than 800 square miles and extends from the San Gorgonio Pass in the San Bernardino Mountains to the northern shore of the Salton Sea. The Basin is composed of the San Gorgonio Pass, Mission Creek, Desert Hot Springs, and Indio Subbasins. The boundary between the San Gorgonio Pass and Indio Subbasins is a bedrock constriction and divide; otherwise, the boundaries between the Subbasins are generally defined by faults that represent barriers to the lateral movement of groundwater.

The Indio Subbasin is bounded on its northern, northwestern, southwestern, and southern margins by uplifted bedrock; subbasin sedimentary fill consists of thick sand and gravel sedimentary sequences eroded from the surrounding mountains. Sedimentary infill in the Indio Subbasin thickens from north to south, and depending on location within the Subbasin, is at least several thousand and as much as 12,000 feet thick. The upper approximately 2,000 feet constitute the aquifer system that is the primary source of groundwater supply.

Sources of inflow to the Indio Subbasin include infiltration of natural inflows through mountain-front and stream channel recharge, subsurface inflows, artificial recharge of imported water, wastewater percolation, and return flows from municipal/domestic use, agriculture, golf courses, and other sources. From 2000 to 2019, combined return flows have represented the largest source of recharge in the Subbasin, followed by imported water replenishment and natural watershed runoff and stream channel recharge. Indio Subbasin groundwater outflows include groundwater pumping, subsurface and drain flows to Salton Sea, and evapotranspiration. Groundwater pumping is the largest component of outflow from the Indio Subbasin.

Seven hydrogeologic cross sections were developed to illustrate hydrogeologic conditions across the Indio Subbasin. Overall, the longitudinal cross sections document a down-valley progression of alluvial sediment from predominantly sand and gravel to increasing fine sands with clay lenses and then to clay-dominated sediments at the Salton Sea. The perpendicular cross sections document the relatively narrow, bedrock or fault-bounded character of the Indio Subbasin in the northwest, the substantial thickness of the subbasin that occurs along the eastern margin of the Indio Subbasin or along the subbasin axis, and the coarse-grained sediments along the western mountain front and limit of regional clay to the west.

### ES.4 Groundwater Conditions

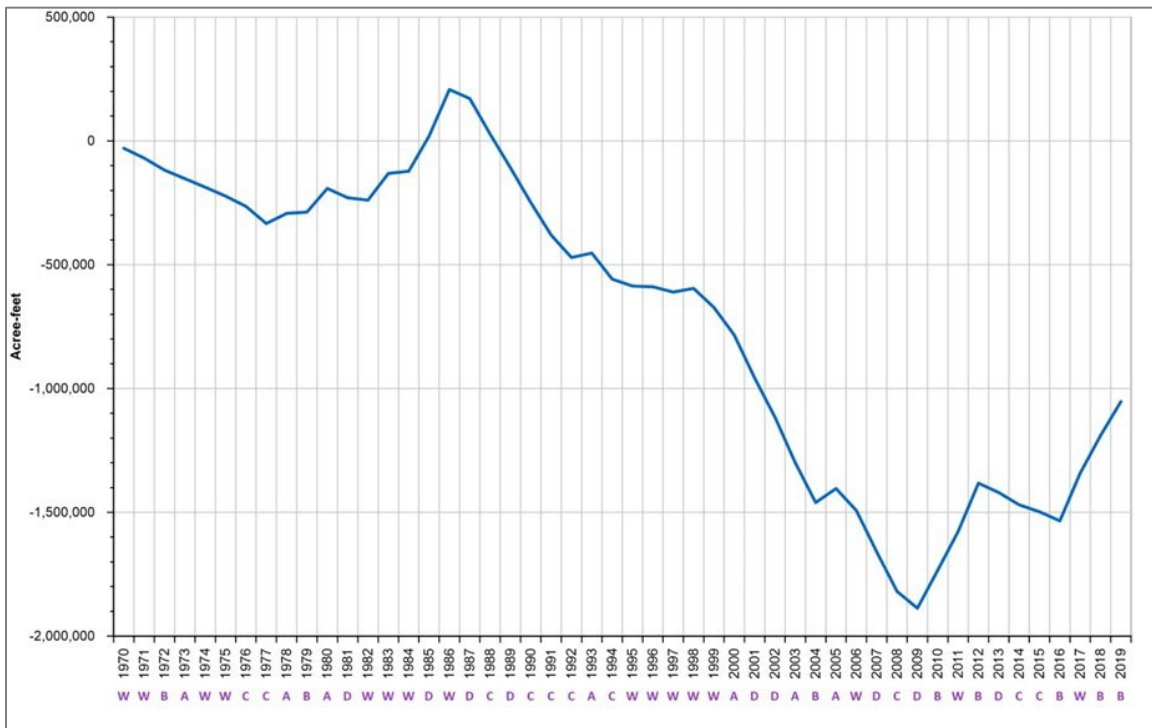
Groundwater conditions are described with reference to the six sustainability indicators identified in SGMA: groundwater levels, groundwater storage, potential subsidence, groundwater quality, seawater intrusion, and interconnected surface water and groundwater dependent ecosystems (GDEs).

Regional groundwater flows are in a northwest-to-southeast direction through the Indio Subbasin. In Water Year (WY) 2018-2019, groundwater elevations ranged from greater than 1,100 feet msl near the San Gorgonio Pass Subbasin in the northwest to approximately -220 feet msl in the southeast along the northern shoreline of the Salton Sea. Average depth to water contours for the Indio Subbasin for WY 2018-19 show that greatest depths to water are observed in the northwestern portion of the basin (generally greater than 200 feet). Depths to groundwater generally decrease to about 100 to 250 feet in the mid-subbasin area and then to zero or above the ground surface in artesian wells near the Salton Sea. Long-term historical hydrographs depict the groundwater level response to historical pumping and

water management activities identified and implemented in the 2002 CVWMP and 2010 CVWMP Update. Collectively, the hydrographs illustrate the effectiveness of groundwater replenishment, source substitution, and conservation programs under varying climatic and water use conditions.

Figure ES-2 shows the cumulative change in storage for the Indio Subbasin since 1970. Since 2009, the Indio Subbasin has recovered approximately 840,000 acre-feet (AF) of groundwater in storage, or about 45 percent of the cumulative depletion observed from 1970 to 2009.

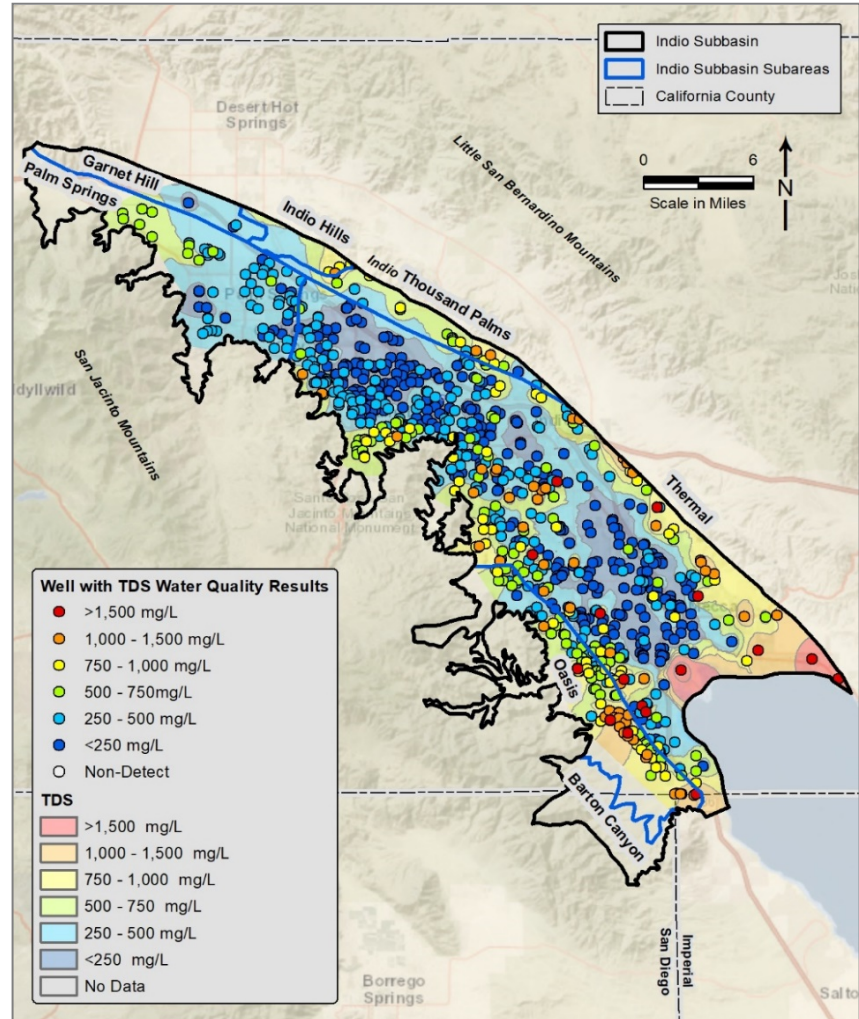
Figure ES-2: Cumulative Change in Groundwater Storage since 1970



Land subsidence is the differential lowering of the ground surface, which can damage structures and facilities. This may be caused by regional tectonism or by declines in groundwater elevations due to pumping. Land subsidence, resulting from aquifer system compaction and groundwater level declines, has been a concern in the Coachella Valley since the mid-1990s and has been investigated since 1996 through an on-going cooperative program between CVWD and the United States Geological Survey (USGS) (Sneed and Brandt, 2020). Analysis of data collected from 1995 to 2017 by the USGS indicates that as much as 2.0 feet of land subsidence occurred in the Indio Subbasin from 1995 to 2010 near Palm Desert, Indian Wells, and La Quinta (Sneed and Brandt, 2020). Since 2010, groundwater levels have stabilized or increased, and although a few areas continued to subside (albeit at a slower rate), most areas stopped subsiding from 2010 to 2017 and some even uplifted.

Groundwater quality is documented in the Indio Subbasin focusing on eight water quality constituents, including total dissolved solids (TDS), nitrate, arsenic, chromium-6, uranium, fluoride, perchlorate, and DBCP. Each of these is summarized in terms of sources and maps showing spatial distribution (see Figure ES-3). In addition, concentrations with depth are shown in 14 vertical cross-sections for TDS, nitrate, arsenic, and chromium-6; concentrations of these constituents vary with depth. Time-concentration plots are shown for TDS and nitrate. The primary (i.e., health-based) maximum contaminant levels (MCLs) are stated for each constituent with the exception of TDS, which is regulated by a range of Consumer Acceptance Contaminant Levels that are based on aesthetics (e.g., taste). While concentrations of nitrate, arsenic, or fluoride may exceed MCLs in some small water systems, County and GSA programs have been implemented to help provide better water quality. All four GSAs provide drinking water supplies that meet all state and federal health standards.

Figure ES-3: TDS Concentration Map



Elevated TDS and nitrate concentrations are linked to current and historical water and wastewater management, agricultural activity, urban land use, septic systems, and natural conditions. In the Indio Subbasin, arsenic, chromium-6, uranium, and fluoride are naturally occurring and show variable distribution. DBCP is a soil fumigant historically used in agriculture that has persisted in a few wells. Perchlorate has industrial, fertilizer, and natural sources with highly localized detections at low concentrations. Cross-sections showing the vertical distribution of TDS indicate that concentrations generally are less than 500 mg/L, lowest concentrations occur in deep wells in the central Indio Subbasin, and highest concentrations found near the Salton Sea. The time-concentration plots indicate increases in TDS concentrations since 1990, with lower rates of increase generally in deeper zones as well as in the central and eastern Thermal Subarea. With regard to nitrate, time-concentration plots

show significant variability in shallow nitrate concentrations and local increases in nitrate concentrations, mostly in the western areas where concentrations are already elevated in shallow wells.

The Indio Subbasin is potentially vulnerable to saltwater intrusion from the Salton Sea. Potential saltwater intrusion is monitored through two sets of nested monitoring wells. Results from these monitoring wells do not suggest current groundwater degradation due to saltwater intrusion.

GDEs are defined as “ecological communities or species that depend on groundwater emerging from aquifers or on groundwater occurring near the ground surface.” As part of this *Alternative Plan Update*, potential GDEs were evaluated using a desk-top survey and field visits. Surface water connected to groundwater is generally not present in the West Valley because groundwater levels are much lower than the ground surface. Probable GDEs were identified in three upper canyon areas of the San Jacinto Mountains associated with springs, seeps, and stream channels that convey snowmelt from the San Jacinto mountain front. Probable non-GDEs include dry upland areas, cultivated and/or flooded agricultural land, obvious human-made ponds, lakes, and other features, channelized drains, and areas with no other indicators of groundwater presence near the surface. The mapping also identified Playa Wetland areas along the Salton Sea exposed seabed (playa). These wetlands occur generally downstream of stream, agricultural drain, or stormwater channel outlets. The recession of the Salton Sea is exposing thousands of acres of playa each year and water from irrigation ditches and other drainages that previously flowed directly into waters of the Sea now spreads out on the exposed playa of the Sea where new vegetation and wetlands now exist.

## ES.5 Demand Projections

To provide an adequate long-range forecast of future water demands, this *Alternative Plan Update* uses a 25-year planning period from 2020 through 2045. This planning is subject to uncertainties and changes that could affect future water demands, including revised growth forecasts, conversions of agricultural lands to urban uses, development on Tribal lands, and long-term conservation regulations. Projected water demands are broken into four major categories: municipal, agricultural, golf, and other.

Total **municipal** demand for the Plan Area is 235,148 acre-feet (AF) in 2045, which is an increase of 71,143 AF from the 2016 baseline (i.e., 43 percent). The forecast assumes a population increase from 402,392 in 2016 to 616,048 in 2045, primarily in the cities of Coachella and Indio. The forecast also assumes 57,773 parcels planned for development, as well as 125,232 new housing units by 2045, corresponding with increased residential and landscape water demands. The projection anticipates 68,149 new jobs by 2045, corresponding with increased future commercial, industrial and institutional (CII) water demands. The forecast accounts for water loss and includes adjustment factors for indoor passive conservation and outdoor water use savings.

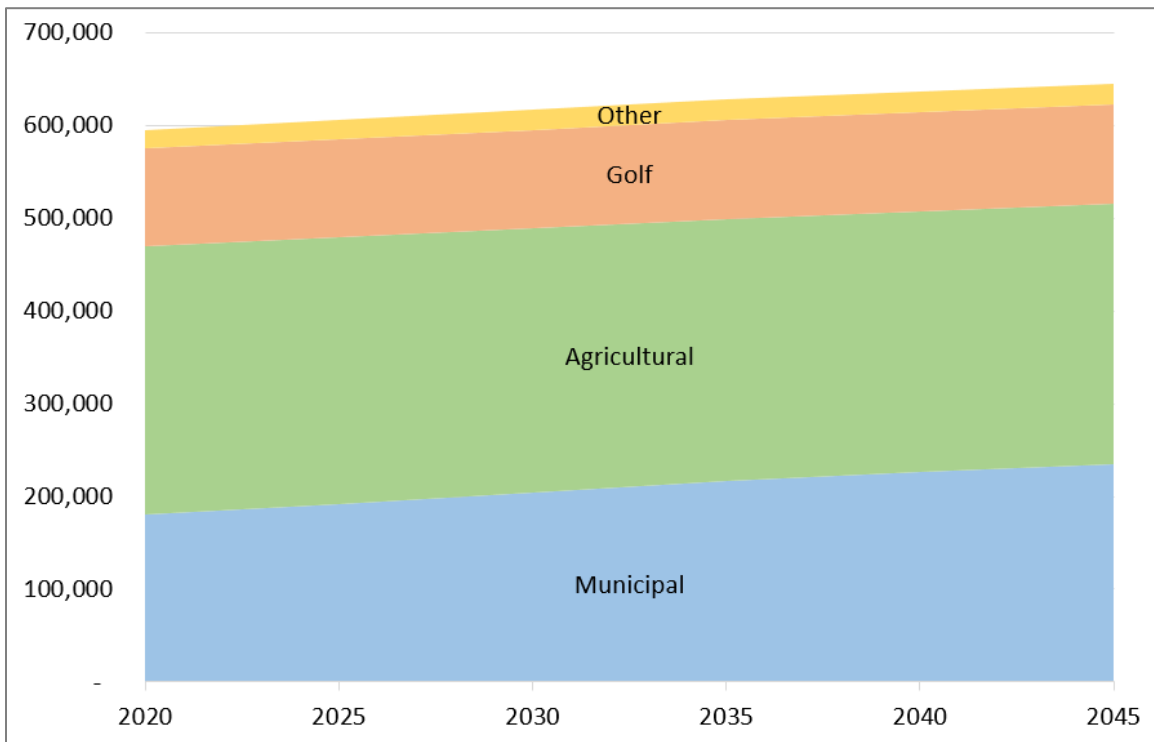
Total **agricultural** demand in the Plan Area is projected to decline from 295,150 AF in the 2016 baseline to 280,243 AF in 2045 (i.e., 5 percent). The forecast assumes that by 2045, 5,973 acres of agricultural land will be converted for urban land uses, and that 950 acres will be converted from idle to cropped in the East Valley. As part of the scenario modeling, this *Alternative Plan Update* also considered the potential for increased agricultural demand within the Plan Area as conditions in California change (see Chapter 7, *Numerical Modeling and Plan Scenarios*).

Total **golf** industry demand is estimated to increase from 105,300 AF in 2020 to 107,625 AF by 2035 (i.e., 2 percent). The forecast assumes three future golf courses approximately 150 acres in size.

Total **other** demand, historically composed of water demands from fish farm and duck clubs, polo/turf irrigation and environmental water, is estimated to increase from 18,893 AF in 2020 to 21,593 AF by 2045 (i.e., 14 percent). The forecast assumes several new recreational lakes and surf parks, along with potential water use by the Salton Sea Restoration North Shore pilot project.

Figure ES-4 presents the updated water demand projections for the Plan Area. Total water demand projected for 2045 is approximately 644,610 AF. Projected water demand for 2045 is about 240,800 AF lower than the 885,400 AF originally projected in the *2010 CVWMP Update*. This reduction is a direct result of reduced sociodemographic growth projections, along with conservation savings over the last decade, which are assumed to continue into the future.

**Figure ES-4: Total Projected Water Demands in Plan Area (AFY)**



**ES.6 Water Supply**

The Planning Area relies on a combination of local groundwater, Colorado River water, SWP exchange water, surface water, and recycled water to meet water demands.

Groundwater from the Indio Subbasin has been an important source of municipal, rural, and agricultural water supply to the Plan Area. Groundwater levels and storage are presented in Chapter 4, *Current and Historical Groundwater Conditions* and the water budget for the Indio Subbasin is summarized in Chapter 7, *Numerical Model and Plan Scenarios* for each planning scenario.

Natural surface water flow in the Coachella Valley occurs as a result of precipitation, precipitation runoff, and stream flow originating from the San Bernardino and San Jacinto Mountains, with lesser



amounts from the Santa Rosa Mountains. This watershed runoff is diverted for direct use, percolates into the streambeds, or is captured in mountain-front debris basins where it recharges the groundwater basin. The 50-year hydrologic period from 1970 to 2019 had an annual average watershed runoff of 52,506 AFY, with approximately 43,319 AFY in natural infiltration. Runoff during the 25-year period from 1995 to 2019 was below average, with 38,196 AFY in watershed runoff and 29,204 AFY in natural infiltration.

Colorado River (Canal) water has been a significant water supply source for the Indio Subbasin since the Coachella Canal was completed in 1949. CVWD is the only agency in the Indio Subbasin that receives Colorado River water allocations. Total available Colorado River deliveries will increase to 464,000 AF in 2045, with delivery of 436,050 AF after conveyance losses. This includes base entitlement from the 2003 Quantification Settlement Agreement (QSA), 1988 Metropolitan Water District of Southern California (MWD)/IID Approval Agreement, IID/CVWD First Transfer, IID/CVWD Second Transfer, Coachella Canal Lining, Indian Present Perfected Rights Transfer, and QSA SWP Transfer with MWD. Colorado River supplies face a number of challenges to long-term reliability including the extended Colorado River Basin drought and shortage sharing agreements, endangered species and habitat protection, and climate change.

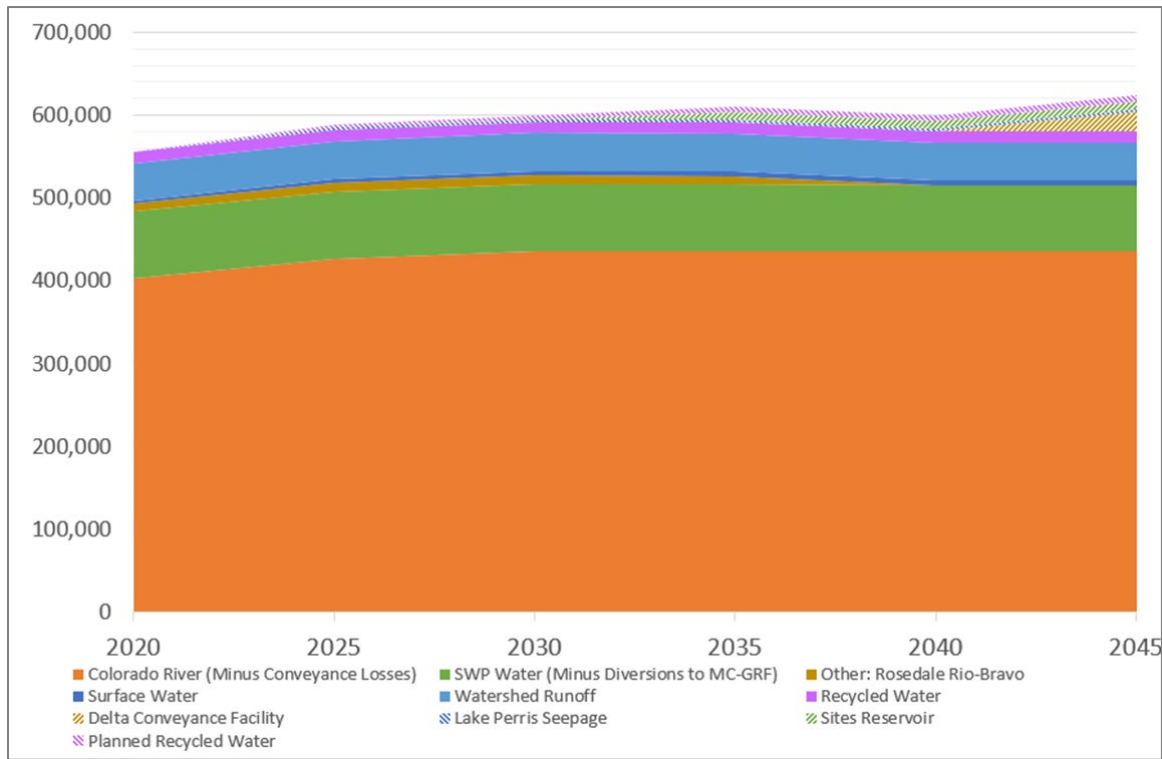
SWP exchange water has been an important component of the region's water supply mix. In 1962 and 1963, DWA and CVWD, respectively, entered contracts with the State of California that defined a Table A allocation (i.e., the maximum annual amount of water each contractor can receive excluding certain interruptible deliveries). Table A deliveries vary annually based on factors including hydrology, reservoir storage, and environmental requirements for the Sacramento-San Joaquin Delta (Delta). DWA and CVWD currently have a combined maximum annual SWP Table A amount of 194,100 AFY. In 2008, CVWD and DWA entered into separate agreements with DWR for the purchase and conveyance of supplemental SWP water under the Yuba River Accord Dry Year Water Purchase Program (Yuba Accord). Over the 10-year period from 2010-2019, the average annual amount of Yuba Accord water purchased by the GSAs was 651 AFY. In 2012, CVWD also entered into an agreement with Rosedale-Rio Bravo Water Storage District (Rosedale Rio-Bravo) that provides a total of 252,500 AF to CVWD through 2035. The balance of Rosedale Rio-Bravo water due to CVWD from 2020 to 2035 is 169,000 AFY, or an annual average of 10,563 AFY.

Since 2007, SWP deliveries have averaged only 45 percent of Table A amounts. The Delta Conveyance Facility (DCF) is a DWR project that would improve SWP reliability and result in increased deliveries in the future. CVWD and DWA have approved a 2-year agreement to advance their share of funding for DCF planning and design costs. MWD, DWR, CVWD and DWA have also begun planning for the Lake Perris Seepage Recovery Project, which is anticipated to deliver 2,752 AFY to DWA and CVWD starting in 2023. CVWD and DWA have also entered into agreements with the Sites Reservoir Authority for the purpose of obtaining 10,000 AFY and 6,500 AFY, respectively, from the Sites Reservoir Project.

There are currently eight wastewater treatment plants (WWTPs) or water reclamation plants (WRPs) within the Plan Area, with a ninth in construction by MSWD. CVWD and DWA currently deliver recycled water from three WRPs for irrigation of golf courses, large landscaped areas, and various other irrigation uses. Forecasted recycled water deliveries from the three WRPs are anticipated to increase from 13,398 AF in 2020 to 20,213 AF in 2045 with additional projects in the planning phases.

A summary of future projected supplies is illustrated in Figure ES-5. This summary shows available imported and local surface water supplies and does not include the groundwater supply; the available groundwater supply will vary under different management conditions and is quantified with simulations using the numerical model (see Chapter 7, *Numerical Modeling and Plan Scenarios*).

**Figure ES-5: Indio Subbasin Supply Forecast Projected Future Supplies with Climate Change (AFY)**



### ES.7 Numerical Model and Plan Scenarios

The Indio Subbasin numerical groundwater flow model and associated water budget were used to assess groundwater conditions and future sustainability. The groundwater flow model, originally developed in the mid-1990s and subsequently extended for the *2002 CVWMP* and *2010 CVWMP Update*, was updated for this *Alternative Plan Update* with inflow and outflow data through 2019. Other improvements included updated Salton Sea elevations, more accurate land surface elevations and Salton Sea bathymetry, updated information on Garnet Hill subarea, and updated subsurface inflow boundary conditions from adjacent subbasins. The updated model was applied to simulation of transient three-dimensional groundwater flow within and between the shallow and deep aquifer zones. It accounts for specific Subbasin inflows and outflows, and potential flow to and from the Salton Sea.

The model assumes that the Indio Subbasin is recharged through a combination of subsurface inflow from the San Geronio Pass and Mission Creek Subbasins, mountain front and stream channel recharge, replenishment of imported water, wastewater percolation, and return flows from municipal/domestic, agricultural, and golf course irrigation, and from septic systems. Outflows include groundwater production from agricultural, municipal, golf course, and other pumping wells; drain flows; evapotranspiration; and groundwater outflows to the Salton Sea.

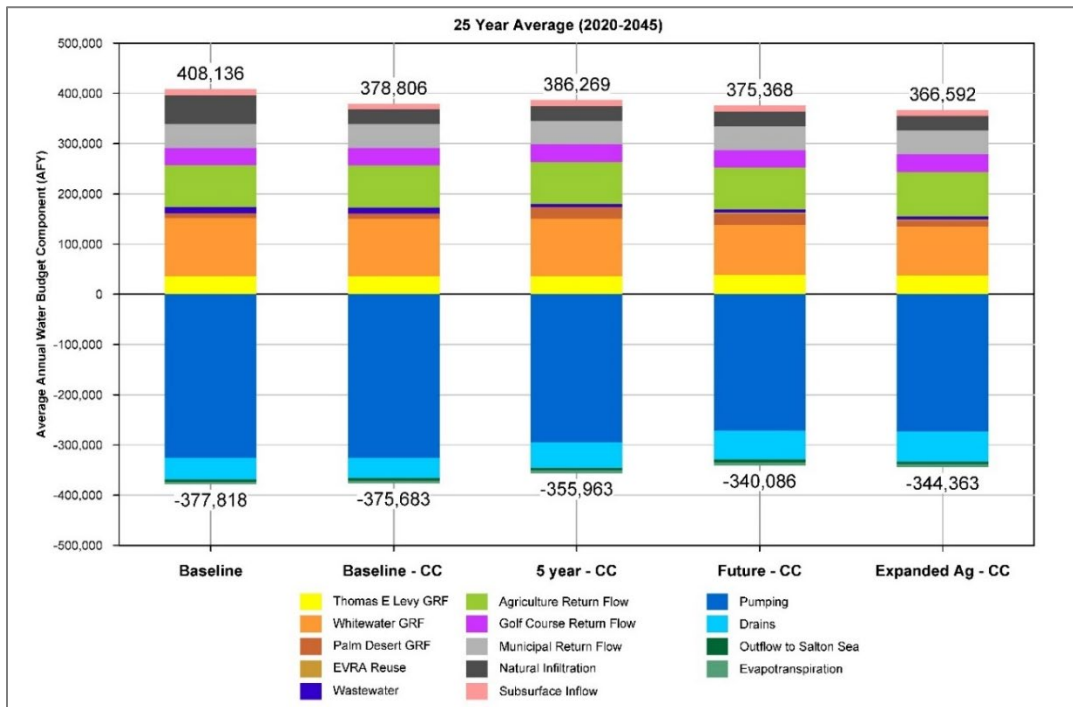
The updated Indio Subbasin model meets qualitative and quantitative calibration goals. As documented with groundwater level hydrographs, the simulations of shallow and deep aquifer water level trends throughout the Subbasin are consistent with observed groundwater conditions. Simulated groundwater elevation contour maps for shallow and deep aquifers are well matched with measured levels. Model-simulated agricultural drain flow also generally matched measured drain flow. The groundwater flow model is well calibrated with observed groundwater elevation and drain flow trends for both the historical and updated periods.

Scenarios for the *Alternative Plan Update* were developed, including baseline scenarios and future Plan scenarios addressing potential future water supply conditions, changes in land use, and implementation of water management projects including source substitution and new water supply projects. Except for the Baseline scenario, climate change conditions were assumed for all Plan scenarios, reflecting that the Indio GSAs are committed to achieving sustainability under changing climate conditions.

Each scenario was simulated over a 50-year period consistent with SGMA requirements. However, the planning assumptions were only projected for the first 25 years to the 2045 planning horizon. Thereafter, growth and supply assumptions were assumed to continue at the same rate for the second 25 years of the simulation. While extending beyond foreseeable land use and water resource planning projections, the second 25-year projections allow long-term evaluation of water supply and demand conditions, effectively testing Indio Subbasin sustainability under long-term hydrologic variability over 50 years.

Figure ES-6 illustrates the five scenarios in terms of the subbasin water budgets for each scenario including the average inflows (upper portion of graph) and average outflows (lower portion) over the planning period 2020-2045. As shown, all scenarios except Baseline account for climate change (indicated by CC).

**Figure ES-6: Model Inflows and Outflows by Scenario**

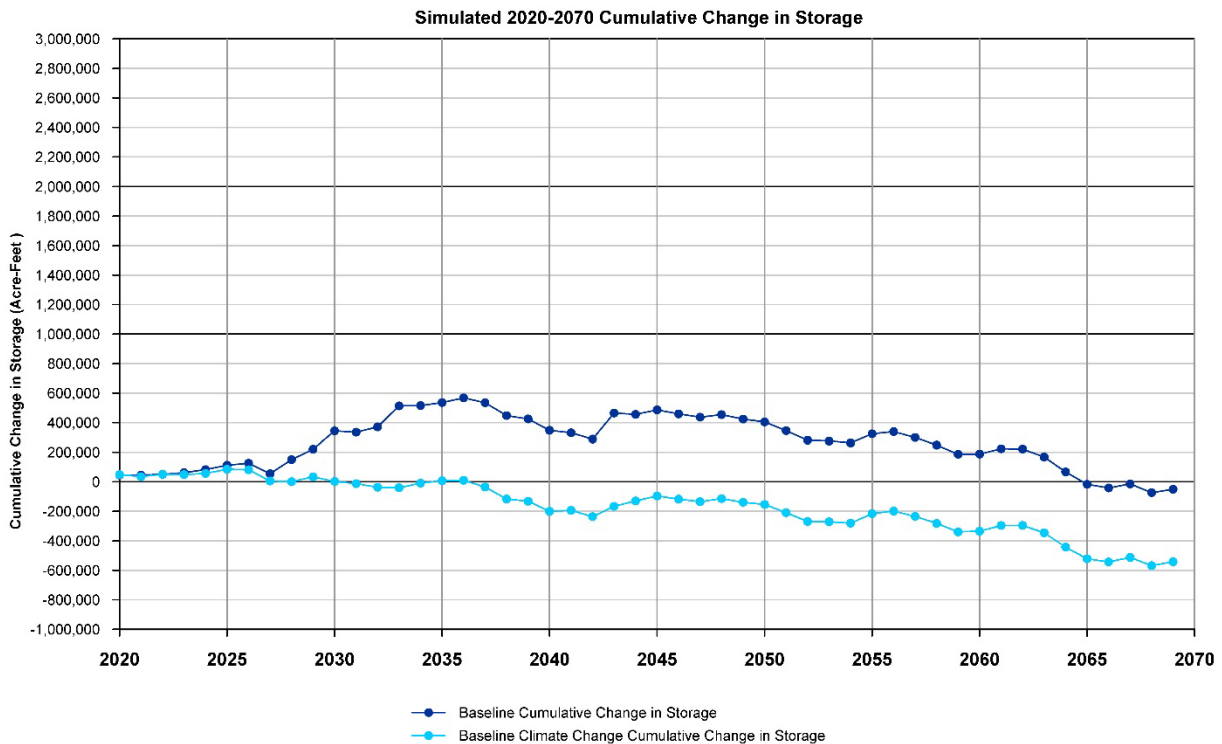


To simulate the range of possible future conditions, two different hydrological cycles were used and applied to the Plan scenarios. For the Baseline scenario, the observed hydrology for the Whitewater River watershed from 1970 to 2019 was used. Future climate change is simulated similar to the observed conditions over the last 25 years, a period marked with recurring drought and below average rainfall. While all scenarios assume 45 percent reliability of SWP supplies, the climate change scenarios assume an additional 1.5 percent reduction in SWP reliability by year 2045. Further, given the tendency for recurring drought in climate change conditions, those scenarios assume CVWD will contribute water to California's *Lower Basin Drought Contingency Plan* allotment for Colorado River water.

Modeling results are presented first with a comparison of the Baseline scenario and the Baseline with Climate Change scenario. Results are shown in terms of the respective water balances, cumulative change in storage, hydrographs at twelve wells across the subbasin, and groundwater level change maps. Modeling results are then presented for all four Plan scenarios with climate change. Results of these scenarios are shown together to allow comparison in terms of model inflows, simulated pumping, simulated drain flow, simulated net outflow to Salton Sea, hydrographs, and maps showing change in groundwater levels.

Simulation of the Baseline and Baseline with Climate Change scenarios allows direct evaluation of the effect of simulated climate change on groundwater storage. As indicated in Figure ES-7, a net increase in Subbasin-wide groundwater storage is predicted for the Baseline scenario, while a net decrease in Subbasin storage is predicted for Baseline with Climate Change. This indicates that implementation of no new projects is not sustainable with climate change as simulated with recent hydrologic conditions projected into the future.

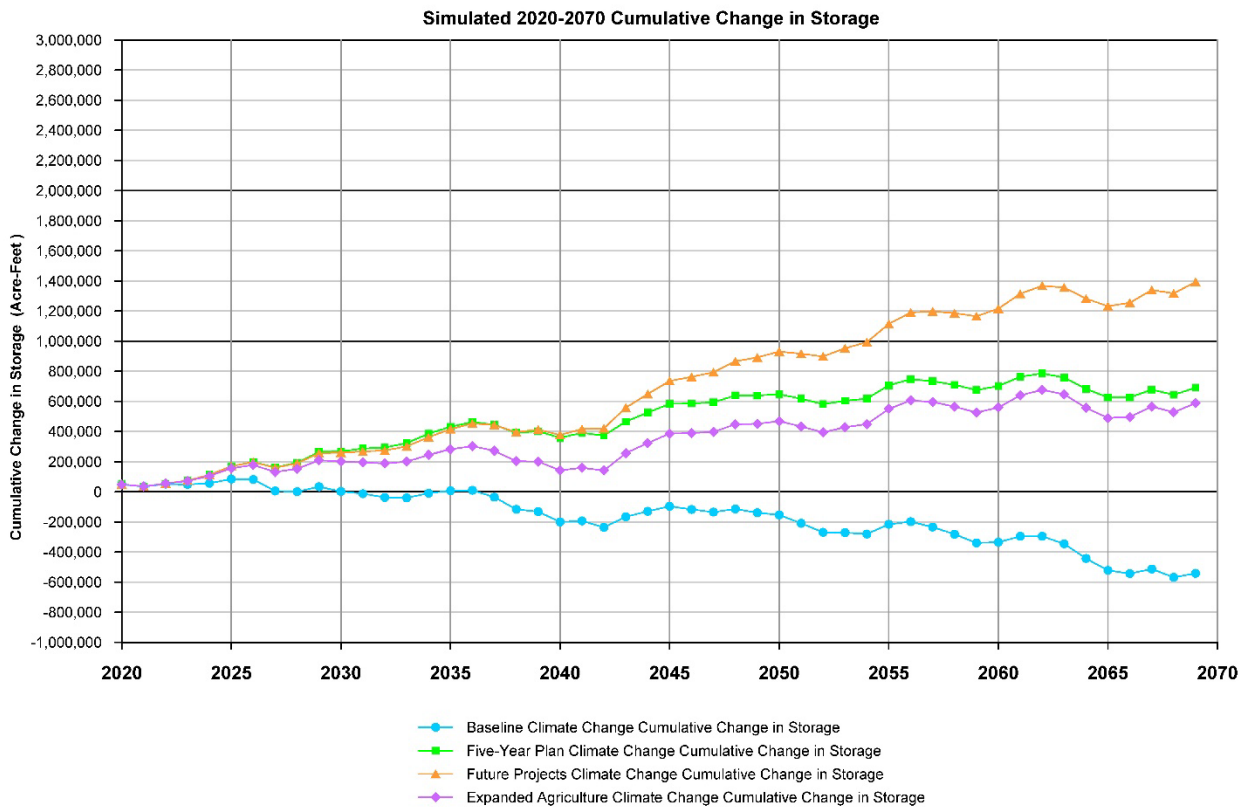
**Figure ES-7: Cumulative Change in Storage for Baseline and Baseline with Climate Change**



Simulation of the other three scenarios allows assessment of the effects of various water supply projects packaged as follows: 5-Year Plan with Climate Change, Future Projects with Climate Change, and Expanded Agriculture with Climate Change. As illustrated in Figure ES-8, while the Baseline with Climate Change scenario results in net groundwater storage decline, the three other scenarios show a net increase in storage at the end of the 25-year planning horizon (in 2045) and continuing stability through the end of the modeling timeframe. Simulation of the 5-Year Plan with Climate Change scenario shows that already-planned projects and management actions can maintain the water balance, even with climate change. The Future Projects with Climate Change scenario acknowledges the uncertainties that exist with regard to future water supplies, water demands, and other circumstances. This scenario also results in a stable Subbasin water balance.

In addition, all three scenarios of climate change with projects indicate increased net outflow to drains. All four climate change scenarios show a net outflow to the Salton Sea, indicating no seawater intrusion.

**Figure ES-8: Cumulative Change in Storage for Future Scenarios**



**ES.8 Regulatory and Policy Issues**

Implementation of the *Alternative Plan Update* could be affected by regulatory policy and planning issues. While these issues may represent challenges, the GSAs have identified potential solutions, and considered opportunities. The *2010 CVWMP Update* described emerging issues and these are updated in the *Alternative Plan Update*, with some topics (e.g., subsidence) described in detail in terms of current conditions, sustainable management, and implementation of projects and management actions.

Regulatory policies include water quality policies and planning regarding the Colorado River Basin Plan, anti-degradation policy, recycled water policy, Coachella Valley Salt and Nutrient Management Plan (CV-SNMP), salinity management, and agricultural discharge requirements. Policies and regulations of the State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Board (RWQCB) are updated as part of the regular review by the GSAs.

The *Alternative Plan Update* addresses water quality constituents including salinity, arsenic, perchlorate, chromium-6, uranium, and nitrate, and also introduces the potential occurrence and adverse effects on water supply of per- and polyfluoroalkyl substances (PFAs), a group of human-made chemicals that are persistent in the environment and human body, with potential adverse health effects. Occurrence in Indio Subbasin of these constituents is summarized, along with monitoring and management actions to protect drinking water supplies. The GSAs continue to track the specific water quality issues, including the evolving regulations of emerging contaminants.

Planning is underway for Salton Sea stabilization and restoration. Once known for its recreational uses, the Salton Sea has shrunk in size and deteriorated in water quality, leading to loss of the fishery and in recent years, mass die-offs of birds and fish, raising concerns about these beneficial uses. The potential for seawater intrusion into Subbasin aquifers has diminished as Subbasin groundwater levels have increased and as the Salton Sea levels have declined and the sea has retreated. State and Federal legislation has been passed to stabilize Salton Sea levels and support Salton Sea restoration.

In addition, the *Alternative Plan Update* addresses additional policy issues regarding availability of suitable water supply for small community water systems. Small water systems, often serving disadvantaged communities, may face challenges in providing safe, accessible, and affordable water because they may not have adequate resources to support maintenance, operation, and treatment costs. In response to these water supply issues, the GSAs with multiple small water systems in their respective jurisdictions have completed and continue to work on consolidating communities to a municipal water system to provide a reliable water supply source.

Climate change is another issue that has the potential to affect the availability of imported water supply and to affect water supply and water demand in the Plan Area. Colorado River supplies may be affected by the *Lower Basin Drought Contingency Plan* implemented as part of the Colorado River Drought Contingency Plan Authorization Act passed in 2019 to keep Lake Mead above critically low levels. Similarly, the supply availability and reliability of SWP is forecasted to decrease due to climate change. Climate change effects on Plan Area water supplies are addressed in the *Alternative Plan Update* with projected scenarios for numerical model simulation.

This *Alternative Plan Update* also addresses changes in water conservation. The Water Conservation Act of 2009 required urban water suppliers to increase their water use efficiency. All six suppliers in the Plan Area exceeded the per capita water use reduction of 20 percent by 2020. Subsequently in 2018, the California Legislature enacted Assembly Bill 1668 and Senate Bill 606, which together lay out a new long-term water conservation framework that affects both urban and agricultural water providers. Urban water conservation is being promoted by local agencies to enhance cost-effectiveness and to prepare for water shortages, including drought.

## ES.9 Sustainable Management

The *2010 CVWMP Update* developed an overarching goal for the Valley “to reliably meet current and future water demands in a cost-effective and sustainable manner.” This *Alternative Plan Update* continues to be guided by that goal with updated objectives as follows:

- Meet current and future water demands with a 10 percent supply buffer
- Avoid chronic groundwater overdraft
- Manage and protect water quality
- Collaborate with tribes and state and federal agencies on shared objectives
- Manage future costs
- Minimize adverse environmental impacts
- Reduce vulnerability to climate change and drought impacts.

The *Alternative Plan Update* incorporates a comprehensive approach to local groundwater management. Acknowledged as functionally equivalent to a GSP, it utilizes SGMA sustainability indicators and criteria as needed. SGMA provides a consistent, state-wide definition of sustainable management as the use and management of groundwater in a manner that can be maintained without causing undesirable results. Undesirable results are defined as significant and unreasonable effects caused by groundwater conditions occurring throughout a basin. Indicators of undesirable results include chronic lowering of groundwater levels, reduction of groundwater storage, seawater intrusion, land subsidence, degraded water quality, and depletions of interconnected surface water with adverse impacts on beneficial uses of the surface water.

SGMA also provides quantitative measures that support demonstration of sustainability. These include the Minimum Threshold (MT), a numeric value used to define undesirable results for each sustainability indicator, and the Measurable Objective (MO), a specific, quantifiable goal to track the performance of sustainable management. This *Alternative Plan Update* provides quantitative MTs for groundwater levels, based on groundwater level monitoring data showing that chronic groundwater declines occurred until about 2009. The potential undesirable impacts on wells (especially shallow domestic wells) are discussed. No reports are known of wells adversely affected by low groundwater levels historically, including the years around 2009.

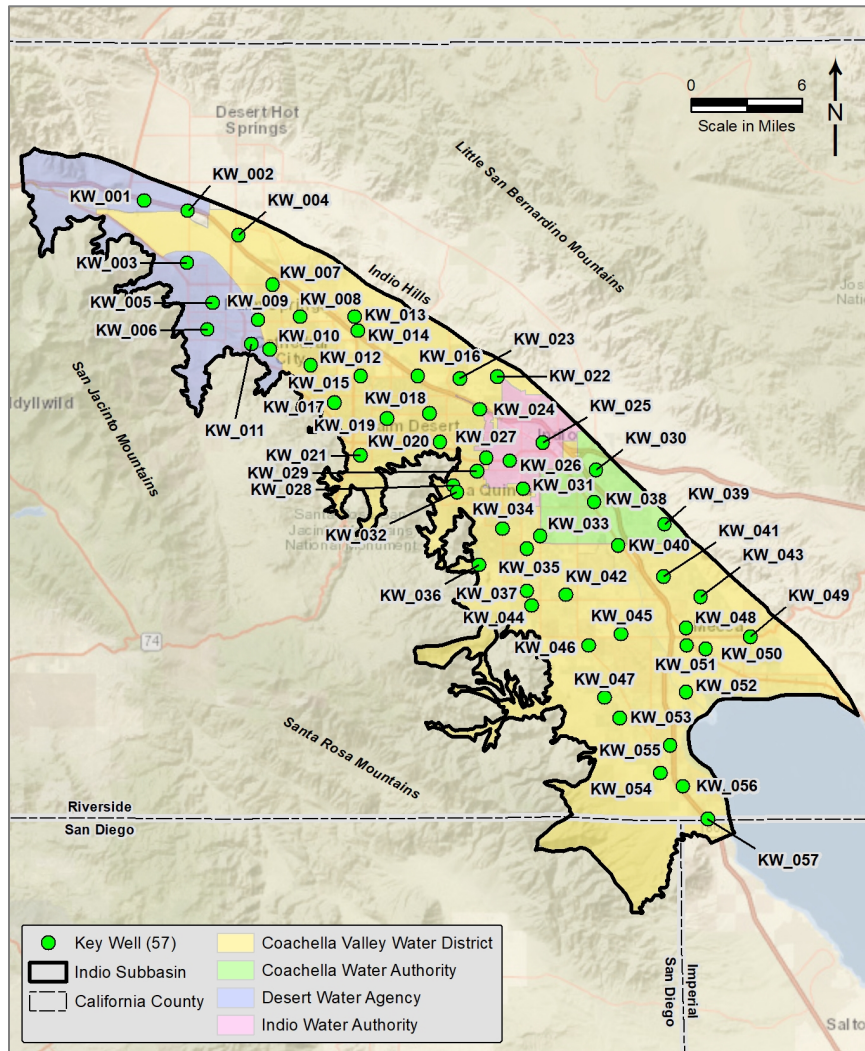
The Key Wells shown in Figure ES-9 are representative of local groundwater elevation conditions and are appropriate for monitoring groundwater levels relative to MTs. MTs are defined at each Key Well by historical groundwater low levels. Undesirable results are indicated when groundwater levels are below the MT for five consecutive same-season monitoring events, in 25 percent or more of the Key Wells in the Indio Subbasin. The MO is to maintain groundwater levels above the groundwater level MTs within the historical operating range.

Groundwater storage is the volume of water in the basin. The undesirable result associated with reduction in groundwater storage would be an insufficient supply to support beneficial uses during shortage and droughts. Groundwater levels and storage are directly related, as demonstrated by comparison of groundwater level and storage trends, which reveal similar patterns of historical overdraft, recovery, and response to different water year types including drought. As such, the groundwater level MTs will be used as proxy for storage MTs.

Land subsidence, the differential lowering of the ground surface, can damage structures and hinder surface water drainage. The land subsidence experienced historically in Indio Subbasin has been caused by declines in groundwater elevations due to an imbalance of pumping over recharge. As such, the groundwater level MTs will also be used as proxy for subsidence MTs.

As shown in the *Alternative Plan Update*, interconnected surface water generally is not present in the West Valley because groundwater levels are much lower than the ground surface. In the East Valley, a shallow semi-perched aquifer zone is present and potential GDEs may occur in this area along with non-GDE vegetation around agricultural fields and along drainage channels. Evapotranspiration from such vegetation is included in the numerical model.

Figure ES-9: Key Wells



Throughout the *Alternative Plan* process, the GSAs have addressed groundwater sustainability in terms of water quality, with maintenance of an extensive water quality monitoring program and implementation of applicable management responses. Specific topics addressed in the *Alternative Plan Update* include selected water quality constituents of concern, the CV-SNMP, drain flows that represent salt outflow from the Subbasin, and seawater intrusion. Specific water quality constituents (including fluoride, arsenic, chromium-6, DBCP, TDS, nitrate, uranium, and perchlorate) are discussed in terms of sources, occurrence in the Indio Subbasin, and GSA actions to assist small water systems that are adversely affected.

In 2020, work to update the *Salt and Nutrient Management Plan for the Coachella Valley Groundwater Basin* (CV-SNMP) was initiated by the CV-SNMP agencies (including CVWD, CWA and Coachella Sanitary District, DWA, IWA, Myoma Dunes Mutual Water Company, VSD, MSWD, and City of Palm Springs) working in cooperation with RWQCB staff. This has involved preparing a *Groundwater Monitoring*



*Workplan*, which was approved by the RWQCB in early 2021, and a *SNMP Development Workplan* with implementation scheduled to begin in early 2022. The CV-SNMP update and *Alternative Plan Update* are coordinated efforts. Elements of this *Alternative Plan Update* specifically supporting the CV-SNMP include (but are not limited to) organization of water quality data into a database; evaluation of the sources, and trends for TDS and nitrate; improvement of the monitoring program relative to TDS and nitrate; and identification of projects and actions relevant to water quality management. Additional study of salinity in groundwater—including analysis of the rate and level of increased salt contents in groundwater due to Colorado River importation—will be achieved in large part by the CV-SNMP update.

An extensive agricultural drainage system (both subsurface tile drainage systems and surface drains) was installed in the East Valley to control high water table conditions, to intercept poor quality shallow groundwater, and to convey the water to the Coachella Valley Stormwater Channel (CVSC) and Salton Sea. Drain flows are measured at 27 drains and the CVSC, and also have been simulated using the numerical model. Relatively large drain flows are beneficial because they are a response to higher groundwater levels which are protective of the deep aquifer and because they promote export of salt from the Subbasin. The GSAs have defined a specific, potential undesirable result, which is degradation of water quality in the deep Principal Aquifer due to downward migration of water with elevated TDS levels found in shallow groundwater zones. High groundwater levels in the deep zone have a direct relationship with good water quality at depth, and accordingly, the GSAs are considering groundwater levels as an appropriate proxy. A drain flow study to document drain flow, groundwater level, and water quality relationships is planned as part of *Alternative Plan* implementation.

Seawater intrusion from the Salton Sea has been emphasized as a potentially substantial and irreversible consequence of overdraft. However, groundwater quality monitoring data (including chloride concentrations), show no evidence that seawater intrusion is occurring in the Subbasin. This *Alternative Plan Update* shows modeled groundwater elevations near the Salton Sea, demonstrates the consistency of simulated levels with recent measured groundwater levels, and indicates minimal risk of saltwater intrusion. Moreover, modeling indicates a net outflow of groundwater to the Salton Sea, indicating no seawater intrusion. The *Alternative Plan* includes analysis of groundwater level data, modeling of groundwater storage change, and regular monitoring of groundwater quality data to detect seawater intrusion potential.

### **ES.10 Monitoring Program**

The Indio Subbasin has been extensively monitored by the GSAs for decades, guided by the primary objective to evaluate the effectiveness of water management programs and projects and to modify actions and plans based on factual data. This *Alternative Plan Update* continues and builds on the existing monitoring programs. Chapter 10 includes description of the monitoring network, methods and protocols for data collection, and development and maintenance of the data management system (DMS). The monitoring program has been assessed with reference to the sustainability goal and objectives, data gaps have been reviewed, and improvements have been identified for implementation. The monitoring program includes the following networks: climate, streamflow, subsidence, groundwater elevations, surface and groundwater quality, pumping, and drain flow.

**Climate** data are available from DWR's California Irrigation Management Information System (CIMIS) for four active CIMIS stations and for the 12 Riverside County Flood Control and Water Conservation District precipitation monitoring stations. Data are used to support groundwater conditions characterization and evaluation of irrigation water demands (agricultural and golf course).

**Streamflow** is measured by the United States Geological Survey (USGS) at 19 locations within the Indio Subbasin. Surface water diversions by DWA from Snow, Falls, Whitewater, and Chino watersheds are measured by DWA. Streamflow data are compiled annually to support tracking of basin conditions as part of the Indio Subbasin Annual Reports.

**Subsidence** is documented in a recently completed comprehensive USGS report of findings (Sneed and Brandt, 2020). The USGS, in cooperation with the GSAs, continues to study land subsidence in the Coachella Valley through the USGS land-subsidence monitoring network, which currently includes 24 stations. InSAR (Interferometric Synthetic Aperture Radar) data are also available that use radar images from satellites to provide broad spatial mapping of vertical displacement of the land surface.

**Groundwater Elevations** are available for selected wells in the Indio Subbasin dating back to 1910. Over 345 wells are currently monitored by the GSAs as part of their respective groundwater level monitoring programs. The data are used to characterize Subbasin conditions, evaluate pumping and recharge operations, and support groundwater modeling and model calibration. As part of this *Alternative Plan Update*, 57 Key Wells were selected to assess sustainability in the Indio Subbasin.

**Surface Water and Groundwater Quality** monitoring is performed by multiple agencies in the Plan Area. For example, water purveyors are required by State law to monitor and report the quality of their water sources. These data are publicly available on the SWRCB's Groundwater Ambient Monitoring and Assessment Program (GAMA) website. In addition, Tribes monitor the quality of their wells and maintain records; not all these data are publicly available.

**Groundwater Pumping** is recognized as critical to Subbasin management. Accordingly, Division 2 Part 5 of the California Water Code requires each person (i.e., well owner/operator) within the counties of Riverside, San Bernardino, Los Angeles, and Ventura extracting more than 25 AFY of groundwater to file a "Notice of Extraction and Diversion of Water" with the SWRCB. In addition, the enabling legislation of CVWD and DWA respectively require that all production subject to replenishment assessment be reported monthly. The reporting threshold for pumpers (designated minimal producers) within the CVWD boundary is 25 AFY, while the threshold for DWA is 10 AFY; 550 wells are metered.

**Drain Flows** and the CVSC receive intercepted shallow groundwater from agricultural areas and convey the flow to the Salton Sea. A USGS gage station measures flow in the lower CVSC near the Salton Sea, while CVWD measures drain flows at 27 sites on a monthly basis. The CVSC and drain system also receive flows from CVWD's irrigation system in excess of requested deliveries (regulatory water), treated wastewater, and fish farm effluent. The drain flow data are used in tracking groundwater outflow and in calibrating the numerical groundwater flow model.

### ES.11 Projects and Management Actions

A variety of projects and management actions (PMAs) are planned for implementation over the planning horizon (to 2045) to achieve sustainability in the Subbasin. Projects were identified by the GSAs through a several-month process involving the GSAs, the general public, and interested stakeholders. Project information was compiled into a draft list that was discussed and presented during the SGMA Tribal Workgroup and Public Workshops held on March 3, 2020. The project selection process included review and input from the GSAs and stakeholders, which was used to refine the project list for inclusion in the Plan. This project list was created based on priorities identified by the GSAs and stakeholders.

The *Alternative Plan Update* includes a final list, shown in Figure ES-10, of 30 possible PMAs representing a wide variety of activities by the four GSAs. Projects are classified into four categories based on project benefits: water conservation, water supply development, source substitution and replenishment, and water quality protection.

**Figure ES-10: Categorized Projects and Management Actions**

Water Conservation	Water Supply Development	Source Substitution & Replenishment	Water Quality Protection
<ul style="list-style-type: none"> <li>•PMA 1: Urban Water Conservation</li> <li>•PMA 2: Golf Water Conservation</li> <li>•PMA 3: Agricultural Water Conservation</li> </ul>	<ul style="list-style-type: none"> <li>•PMA 4: Increased Surface Water Diversion</li> <li>•PMA 5: Delta Conveyance Facility</li> <li>•PMA 6: Lake Perris Seepage</li> <li>•PMA 7: Sites Reservoir</li> <li>•PMA 8: Future Supplemental Water Acquisitions</li> <li>•PMA 9: EVRA Potable Reuse</li> </ul>	<ul style="list-style-type: none"> <li>•PMA 10: Mid-Valley Pipeline Direct Customers</li> <li>•PMA 11: Mid-Canal Storage Project</li> <li>•PMA 12: East Golf Expansion</li> <li>•PMA 13: Oasis Distribution System</li> <li>•PMA 14: WRP-10 Recycled Water Delivery</li> <li>•PMA 15: Tertiary Expansion</li> <li>•PMA 16: Canal Water Pump Station Upgrade</li> <li>•PMA 17: WRP-7 Recycled Water Delivery</li> <li>•PMA 18: WRP-4 Tertiary Expansion &amp; Delivery</li> <li>•PMA 19: DWA WRP Recycled Water Delivery</li> <li>•PMA 20: PD-GRF Phase 2 Expansion</li> <li>•PMA 21: TEL-GRF Expansion</li> <li>•PMA 22: WWR-GRF Operation</li> </ul>	<ul style="list-style-type: none"> <li>•PMA 23: Eliminate Wastewater Percolation</li> <li>•PMA 24: Wellhead Treatment</li> <li>•PMA 25: Small Water System Consolidations</li> <li>•PMA 26: Septic to Sewer Conversions</li> <li>•PMA 27: Implement CV-SNMP Groundwater Monitoring Program Workplan</li> <li>•PMA 28: Implement CV-SNMP Development Workplan</li> <li>•PMA 29: Colorado River Salinity Forum</li> <li>•PMA 30: Source Water Protection</li> </ul>

### ES.12 Plan Evaluation and Implementation

This *Alternative Plan Update* describes the planning process for achieving a reliable and sustainable water supply. Using an adaptive management process, the GSAs can adjust project implementation if monitoring shows that water demands and supplies are higher or lower than projected or if tracking of groundwater levels indicates that undesirable results (including storage depletion and subsidence) could occur in the foreseeable future.

While overdraft has been reversed in terms of chronic groundwater level declines, storage depletion, subsidence, and seawater intrusion, the GSAs still face uncertainties in terms of forecasted demands and water supply availability. Accordingly, the *Alternative Plan Update* has focused on securing water

reliability and resilience, namely the ability to provide consistent water supply and to respond to changing future conditions. Water supply reliability in the Indio Subbasin is the GSAs' ability to consistently provide adequate water supply to meet projected demands, both for groundwater replenishment and direct delivery, while sustainably managing the Subbasin. To maintain water reliability and resilience through the planning horizon, the GSAs established the following priorities (in no particular order) for use in selection of PMAs:

- Fully use available Colorado River water supplies
- Support improvement of the long-term reliability of SWP supplies, including participation in the Delta Conveyance Facility (DCF)
- Continue developing recycled water as a reliable local water supply
- Implement source substitution and replenishment for resilience in response to changing conditions and for maintenance of long-term groundwater supply reliability
- Increase water-use efficiency across all sectors
- Participate in development of the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) to address salt and nutrient management in the Indio Subbasin.

The Indio Subbasin GSAs are working collaboratively to implement the *Alternative Plan Update* and ensure the sustainability of the Indio Subbasin. This includes implementing PMAs as well as ongoing Plan implementation and administrative activities. Alternative Plan implementation includes the program management, tribal coordination, public outreach, ongoing data collection and monitoring, monitoring network improvements, and funding activities necessary to implement this Plan. Chapter 12 summarizes the timeline for each of these implementation activities.

GSA operations and Plan implementation will incur costs, which will require funding by the GSAs. The activities associated with Subbasin-wide management and Plan implementation will be borne by the four GSAs. Some activities (such as the Annual Reports and 5-Year Plan Updates) will be funded under the cost-sharing arrangement established by the Memorandum of Understanding signed in 2016, along with multiple supplements. Other management activities will be funded by individual GSAs or through other cost-sharing agreements or amendment to the MOU. Projects will be administered by the GSA project proponents. GSAs may elect to implement projects individually or jointly with one or more GSAs.

The overarching goal of the *Alternative Plan Update* is to reliably meet current and future water demands in a cost-effective and sustainable manner. Implementation of the original *2002 CVWMP* and *2010 CVWMP Update* has achieved that overarching goal. With the passage of SGMA in 2014, the GSAs are addressing the sustainability indicators established in the legislation. This *Alternative Plan Update* establishes the groundwater conditions and hydrogeological conceptual model for the Indio Subbasin, forecasts water demands through the planning horizon, describes water supplies available to the GSAs, defines sustainable management for this region, presents water management projects and programs to ensure Subbasin sustainability, and models the simulated conditions that would result from implementation of those project portfolios. This planning process has demonstrated that with the proposed projects identified in this Plan, and despite anticipated climate changes, the Indio GSAs are able to meet forecasted demands under a variety of conditions and maintain the Indio Subbasin in balance, even increasing groundwater storage over time. Subsidence and saltwater intrusion have been stopped and are not anticipated to occur during Plan implementation.

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## CHAPTER 1: INTRODUCTION

Groundwater is a critical resource for the sustainability of Coachella Valley communities, agriculture, economic activities, environmental benefits, and other beneficial uses. The Indio Subbasin (one of four subbasins of the Coachella Valley Groundwater Basin) provides groundwater supply and a vast groundwater storage capacity with the natural ability to convey water—through groundwater flow—from areas of recharge to wells where water is pumped. Since the early 1900s, the Indio Subbasin has been actively managed to address increasing water demands (with pumping for agricultural, urban, and rural demands), beginning with capture of local stormwater to supplement the limited natural groundwater replenishment and later implementing water importation (since 1949) and source substitution projects. This has been a dynamic process with periods of groundwater depletion followed by recovery. Groundwater levels and storage reached historical lows in about 2009, but this overdraft has been stopped and replaced with increased groundwater storage as a result of active water management planning and projects. In addition, local agencies have recognized the multi-faceted nature of groundwater issues (including subsidence, water quality, seawater intrusion, and potential impacts on environmental uses) and have developed relevant management plans, programs, and projects, including the 2002 *Coachella Valley Final Water Management Plan (2002 CVWMP)* for the Indio Subbasin (Coachella Valley Water District [CVWD], 2002a) and the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (CVWD, 2012a).

In 2014, the California Legislature enacted the Sustainable Groundwater Management Act (SGMA) to provide a framework for sustainable groundwater management. SGMA defines sustainable management as the use and management of groundwater in a manner that can be maintained without causing overdraft or *undesirable results*, defined in terms of chronic lowering of groundwater levels, depletion of groundwater storage, seawater intrusion, land subsidence, degraded water quality, and depletion of interconnected surface water with adverse impacts on beneficial uses of the surface water.

SGMA promotes local management of groundwater resources in basins that it has designated as high or medium priority. DWR designated Indio Subbasin as a medium-priority basin. Lower priority basins are not required to comply with SGMA. To implement SGMA, local authorities have formed Groundwater Sustainability Agencies (GSAs) to manage the high- and medium-priority basins and to develop, submit, and implement Groundwater Sustainability Plans (GSPs) to manage local groundwater for long-term sustainability. For basins—such as Indio Subbasin—with established groundwater management, GSAs were empowered to submit Alternative Plans for GSP compliance.

Four local water agencies—Coachella Valley Water District (CVWD), Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA)—manage groundwater in the Indio Subbasin in compliance with SGMA. These agencies have been designated as *Exclusive* GSAs over their respective areas and are referred to as the Indio Subbasin GSAs.

On December 29, 2016, the Indio Subbasin GSAs submitted to the California Department of Water Resources (DWR) the *2010 CVWMP Update* (CVWD, 2012a), accompanied by a Bridge Document (Indio Subbasin GSAs, 2016), as an Alternative Plan to a GSP for the Indio Subbasin. The following additional documents were submitted as part of the Alternative Plan to document the ongoing commitment of the Indio Subbasin GSAs to continued assessment of plan assumptions, associated environmental impacts, and implementation status.

- *Program Environmental Impact Report (EIR) CVWMP and State Water Project (SWP) Entitlement Transfer (CVWD, 2002b)*
- *Subsequent Program EIR for the 2010 CVWMP Update (CVWD, 2012b)*
- *2014 Status Report on the 2010 CVWMP Update (CVWD and MWH, 2014)*
- Annual Engineer's Reports on Water Supply and Replenishment Assessment for the Mission Creek Subbasin Area of Benefit, West Whitewater River Subbasin Area of Benefit, and East Whitewater River Subbasin Area of Benefit (CVWD)
- Annual Engineer's Reports Groundwater Replenishment and Assessment Program for the Whitewater River, Mission Creek, and Garnet Hill Subbasins (DWA)

On July 17, 2019, DWR approved the *2010 CVWMP Update* as an Alternative Plan. In compliance with SGMA, the GSAs have prepared Annual Reports,<sup>1</sup> which can be found on the program website ([www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)). SGMA also requires plan updates every 5 years; this *Indio Subbasin Water Management Plan Update (Alternative Plan Update)* fulfills that requirement.

## 1.1 Background for *Alternative Plan Update*

### 1.1.1 Indio Subbasin

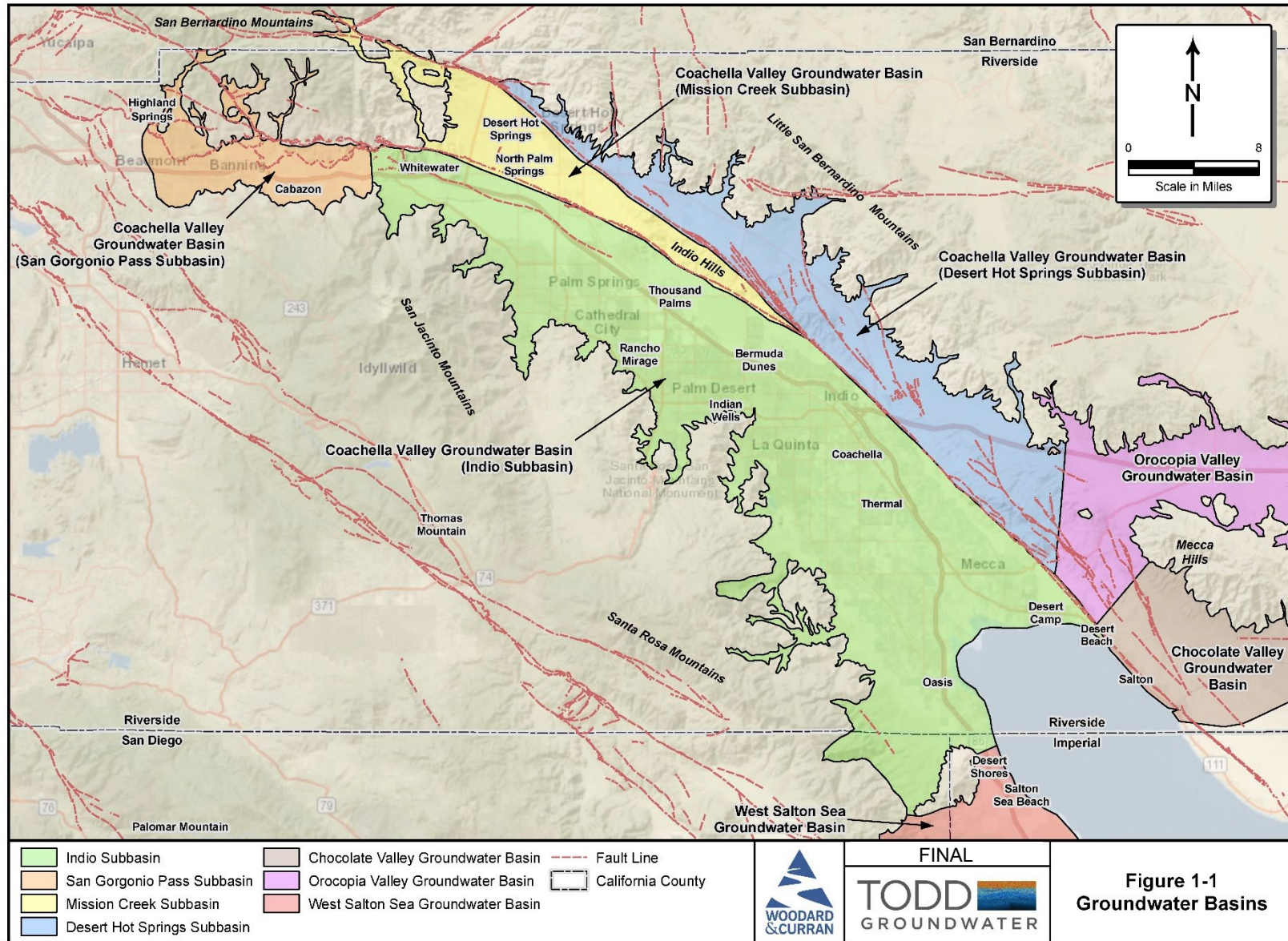
The Indio Subbasin is one of four subbasins of the Coachella Valley Groundwater Basin (Figure 1-1). The three neighboring subbasins include the San Gorgonio Pass Subbasin to the west, Mission Creek Subbasin to the north, and Desert Hot Springs Subbasin to the north/northeast. DWR designated the Indio Subbasin as medium priority, as it did the Mission Creek Subbasin and the San Gorgonio Pass Subbasin. DWR designated the Desert Hot Springs Subbasin as very low priority.

The Indio Subbasin, encompassing 525 square miles of the Coachella Valley Groundwater Basin, is bounded on its northern, northwestern, and southwestern margins by uplifted bedrock and on the south by the Salton Sea. The Indio Subbasin is filled with sediments, deposited mostly by the Whitewater River and its tributaries, that include mostly sand and gravel sequences on the north with increasingly thick layers of silt and clay on the south. These sediments are as much as 12,000 feet in thickness with the upper 2,000 feet representing substantial groundwater storage and the primary source of groundwater supply.

Situated in an arid area with limited sources of natural recharge, the groundwater basin currently receives most of its inflow from groundwater replenishment facilities and from agricultural and urban return flows. Groundwater flow generally is from northwest to southeast. Discharge from the Indio Subbasin occurs mostly through pumping wells, evapotranspiration (ET), outflows from agricultural drainage facilities to the Salton Sea, and subsurface groundwater outflows to the Salton Sea. Groundwater historically has been and currently is used for multiple beneficial uses including agricultural, rural domestic, municipal, golf course, and environmental purposes.

<sup>1</sup> Each Annual Report is submitted to DWR by April 1 and documents conditions for the preceding year. For example, the first annual report submitted April 1, 2018, documented conditions for water year (WY) 2016-17. Subsequent annual reports in 2019, 2020, and 2021 have documented conditions for WY 2017-18, 2018-19, and 2019-20, respectively.

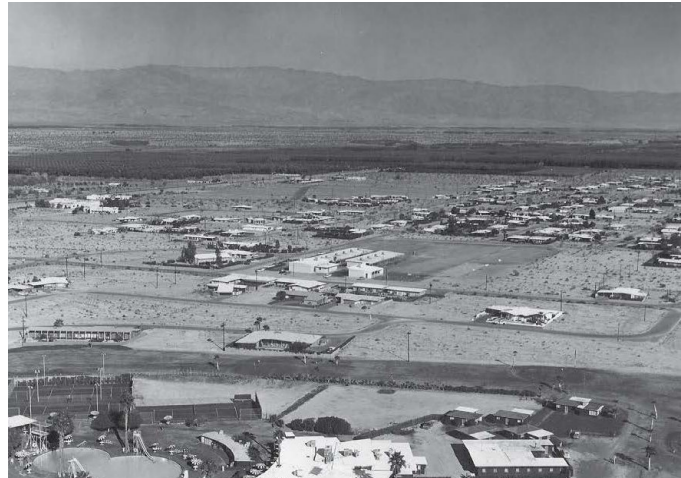
Figure 1-1. Groundwater Basins





### 1.1.2 Historical Water Management Planning

The Coachella Valley has a long history of agricultural and resort-oriented municipal development, in which the groundwater resources of the Indio Subbasin have played a central role. While natural recharge in this arid area is limited, the groundwater basin provides vast groundwater storage capacity and the natural ability to convey water—through groundwater flow—from areas of recharge to production wells.



*Early development in Coachella Valley included agricultural, urban, and rural land uses.*

Since the early 1900s, local water management has addressed increasing water demands (agricultural, urban, and rural) by supplementing the limited natural recharge with multiple projects. These have involved

conducting replenishment operations along the Whitewater River (since 1918), importing Colorado River water (1949), contracting for State Water Project (SWP) supplies (1962/1963), implementing water recycling, instituting water conservation, and other activities. Throughout the history of developing water supplies to meet demands, the groundwater basin has provided groundwater from storage for periods when demands have exceeded available supplies. In general, groundwater levels (and storage) declined until Colorado River water import in 1949 provided a substitute for groundwater pumping for agriculture in the East Valley and groundwater levels subsequently increased. In 1973, artificial recharge of imported water from the Colorado River Aqueduct (SWP exchange water) began at the Whitewater River Groundwater Replenishment Facility (WWR-GRF), helping to increase and stabilize groundwater levels.



*Construction of the Coachella Canal began in the 1930s.*

However, the period from the early 1980s to the late 2000s was characterized by increased municipal development leading to chronic groundwater level declines, groundwater storage depletion, and demand exceeding available supply. Groundwater in storage in the Indio Subbasin reached its minimum in 2009, coinciding with historical groundwater level lows throughout much of the Subbasin. Groundwater levels have since increased or at least stabilized. This reflects the cumulative effect of active water management planning and projects, as described in the next section.

### 1.1.3 2002 Coachella Valley Water Management Plan

The *2002 CVWMP* (CVWD, 2002a) and the *2010 CVWMP Update* (CVWD, 2012a) have been critical to addressing overdraft in the Indio Subbasin. These plans were based on the 1992 Groundwater Management Planning Act (now superseded by SGMA).

CVWD began development of the *2002 CVWMP* (CVWD, 2002a) in 1994 with the general goal of providing adequate quantities of safe, high-quality water at the lowest cost to local water users. The *2002 CVWMP* identified the groundwater overdraft that had occurred and the threat of continued overdraft, based on projections of growth and water demand. The primary objective was to eliminate overdraft and associated adverse impacts including basin storage depletion, declining groundwater levels, subsidence, and water quality degradation. Additional objectives were to maximize conjunctive use opportunities, to minimize adverse economic impacts to water users, and to minimize environmental impacts. These objectives were used as criteria to evaluate four alternatives and select a preferred alternative. The selected alternative, which was subsequently implemented, involved a combination of water conservation (municipal, agricultural, and golf course), increased water importation, increased groundwater recharge including new facilities, and source substitution, which is the delivery of an alternate surface water supply in lieu of pumping groundwater.

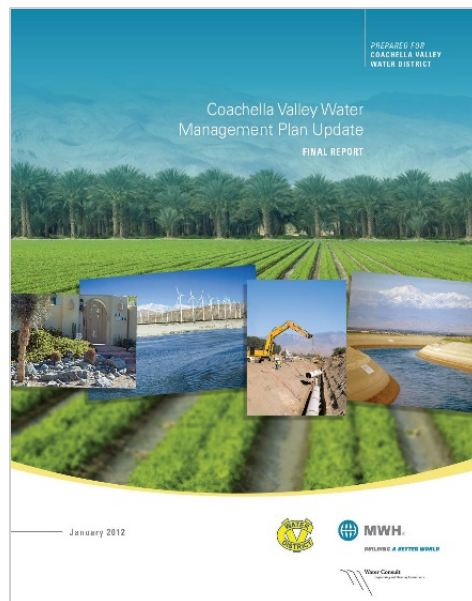
### 1.1.4 2010 Coachella Valley Water Management Plan Update

The *2010 CVWMP Update* was prepared to respond to changes affecting water supplies, water demands, and evolving federal and state laws and regulations. Significant changes perceived at the time included local population growth and land use changes, and external factors including fluctuations in SWP allocation due to Bay-Delta restrictions, uncertainty of future Colorado River supplies as the Quantification Settlement Agreement (QSA) was negotiated and litigated, and climate change affecting not only local water demand, but also supplies from the Sierra Nevada and Colorado River watershed.

The *2010 CVWMP Update* objectives were stated as follows:

1. Meet current and future water demands with a 10 percent supply buffer.
2. Eliminate long-term groundwater overdraft.
3. Manage and protect water quality.
4. Comply with state and federal laws and regulations.
5. Manage future costs.
6. Minimize adverse environmental impacts.

Each objective was defined to contribute to improved water supply reliability for the Coachella Valley by ensuring adequate supplies to meet current and future demands, eliminating the long-term depletion of groundwater storage, and protecting basin water quality. Accordingly, the *2010 CVWMP Update* addressed future land use development, potential reductions in imported water supply reliability, climate change, water quality issues and changing regulations, subsidence, water conservation, and other issues. It also included an update and application of a numerical groundwater flow model. Most



*2010 Coachella Valley Water Management Plan Update*

importantly, it described projects and management actions for implementation. Environmental review of projects was provided in the *Subsequent Program EIR* for the *2010 CVWMP Update* (CVWD, 2012b).

To initiate this *Alternative Plan Update*, the *2010 CVWMP Update* was reviewed in terms of its water demand projections relative to actual demands between 2010 and 2019, water supply projections relative to actual supply, status of implementation, and suitability of the numerical model for additional update and improvement (see Todd Groundwater and Woodard & Curran, 2020 in Appendix 1-A). Key findings concerning water demand and supply include the following:

- The *2010 CVWMP Update* projected a 40 percent growth in population from 2010 to 2020, reflecting trends at the time. Actual population within a similar timeframe (2010-2019) was only 10 percent.
- Since the *2010 CVWMP Update*, actual demands (for urban, golf course, agricultural and other uses) have been on average 150,000 acre-feet per year (AFY) lower than projected.
- Since the *2010 CVWMP Update*, actual supplies served to users have been lower than projected due to lower water demands throughout the region. Simply put, more groundwater has been put into or remained in storage.

Implementation of projects described in the *2010 CVWMP Update* included the following:

- **Water conservation:** The GSAs implemented water conservation programs for both large irrigation customers and residential customers.
- **New supply development:** As part of the QSA, CVWD's Colorado River allocation through the Coachella Canal will increase to 424,000 AFY by 2026 and remain at that level until 2047, decreasing to 421,000 AFY until 2077, when the agreement terminates. This allocation is supplemented with 35,000 AFY secured by CVWD as a SWP transfer from Metropolitan Water District of Southern California (MWD). CVWD and DWA have actively participated in statewide programs to improve the long-term reliability of SWP supply and to secure additional supplies.
- **Source substitution:** Golf courses connected to the Coachella Canal distribution system in the East Valley now meet most of their total water use with Coachella Canal water. Improvements continue to the Mid Valley Pipeline, which helps deliver non-potable water (including Coachella Canal water and recycled water) to West Valley golf courses.
- **Groundwater recharge:** WWR-GRF and Thomas E. Levy Groundwater Replenishment Facility (TEL-GRF) continue to replenish the Indio Subbasin with SWP exchange water and Colorado River water. In 2019, Palm Desert Groundwater Replenishment Facility (PD--GRF) began replenishing the mid-valley area of the basin with Colorado River supplies.
- **Water quality protection:** The Indio Subbasin GSAs and other local agencies are developing an updated Salt and Nutrient Management Plan (SNMP). GSAs have implemented additional water quality programs including operating wellhead treatment facilities to address elevated arsenic in local wells and implementing well abandonment policies.

Evaluation of the model in terms of additional update and improvement indicated the following:

- The original 1936-1999 regional model was well calibrated to measure groundwater elevation and water budget trends across the basin.

- Reassessment of the *2010 CVWMP Update* model regarding its simulation of measured data for the period 1997-2019 indicated that the model accurately reproduces actual groundwater elevations and trends.

Evaluation of the 2010 model indicated that most of the model recharge and discharge input data for the period 1997-2008 should be retained, and the simulation period 2009-2019 was updated with actual data and improved estimates. This *Alternative Plan Update* included update of model inputs and model performance reassessment prior to conducting predictive management scenario simulations.

### 1.1.5 SGMA and Alternative Plan Development

SGMA affords GSAs a 20-year timeframe to implement a GSP or Alternative Plan. SGMA confirms existing authorities and powers of GSAs and provides tools for GSAs to monitor and manage groundwater levels and quality, land subsidence, and changes in surface water flow or quality affecting groundwater levels or quality. SGMA also establishes authority for GSAs to require well registration and reporting of annual groundwater extractions and surface water diversions for subsurface storage. Additionally, GSAs have authority to impose limits on groundwater extractions from individual wells, assess fees to implement local GSPs (and Alternative Plans), and request revisions of basin boundaries and create new subbasins. As stated in SGMA (§10728.6), CEQA is not applicable to Plan preparation and adoption. However, it is applicable to a project that would be implemented as an action pursuant to this Plan Update, noting that projects included in the *2010 CVWMP Update* have been addressed in the *Subsequent Program EIR* (CVWD, 2012b).

In December 2016, CVWD, CWA, DWA, and IWA submitted a *SGMA Alternative Groundwater Sustainability Plan Bridge Document for the Indio Subbasin (Bridge Document)* (Indio Subbasin GSAs, 2016), which included submittal of the *2010 CVWMP Update*. The *Bridge Document* explained to DWR how the *2010 CVWMP Update* was functionally equivalent to the requirements for a GSP and meets the requirements of SGMA.

The *Bridge Document* submitted to DWR identified the following water management elements for implementation:

- Water conservation measures
- Acquisition of additional water supplies
- Conjunctive use programs to maximize supply reliability
- Source substitution programs
- Groundwater recharge programs
- Water quality protection measures
- Other management activities

In its review and subsequent approval of the *Bridge Document*, DWR provided an *Alternative Assessment Staff Report* (DWR, 2019) for the Indio Subbasin. This DWR Assessment summarized the principles of its review, the materials submitted as the Alternative Plan, and the required conditions for approval. The DWR Assessment also provided detailed description and evaluation of the Alternative Plan contents as a functional equivalent to a GSP. Lastly, the DWR Assessment presented seven recommendations for improvements to be included in the first 5-year update of the Alternative Plan.

### 1.1.6 Approach to *Alternative Plan Update*

DWR approved the *Alternative Plan* for the Indio Subbasin, concluding that:

...technical information in the 2002 and 2010 [CVWMPs] and related documents demonstrate a detailed understanding of the geology and hydrology of the Subbasin, the direct and indirect adverse effects of past groundwater management practices that led to overdraft conditions, and that the Agencies have demonstrated a commitment to eliminating overdraft to stop those adverse effects and to prevent them from occurring in the future. The *Alternative* quantifies objectives for sustainable management and for correcting groundwater problems and contains a robust set of plans and management actions designed to eliminate overdraft and associated adverse impacts to groundwater conditions. Department staff find the Agencies have set forth a reasonable and feasible approach to eliminating overdraft, which will, in turn, have a beneficial effect to the overall groundwater conditions in the Indio Subbasin, sufficient to avoid undesirable results.

While noting that the *Alternative Plan* elements are functionally equivalent to GSP elements, DWR also provided seven recommendations to be addressed in this *Alternative Plan Update*, which would facilitate DWR's ongoing evaluation and determination of whether implementation of the *Alternative Plan* is achieving the sustainability goal. The GSAs recognize and incorporate applicable and useful elements of the SGMA framework and GSP preparation process. This *Alternative Plan Update* document generally follows the sequence and elements of a GSP (as provided in Article 5 of the GSP Regulations) but also provides chapters on water supplies, water demands, and regulatory and policy issues. These additional topics were provided in the *2010 CVWMP Update* and are recognized as fundamental to local water management. In preparing this *Alternative Plan Update*, the DWR evaluation and recommendations have been carefully considered and addressed, consistent with local adaptive management. Responses to DWR evaluation and recommendations are incorporated as appropriate throughout this *Alternative Plan Update* and addressed specifically in Chapter 9, *Sustainable Management*.

This *Alternative Plan Update* was built on the *2010 CVWMP Update* and continues implementation of its projects and management actions, with some refinements and deferrals based on Subbasin conditions. In the context of reversing historical overdraft conditions in the Subbasin, this *Alternative Plan Update* has been developed to provide documentation of groundwater conditions and a comprehensive and detailed update of the water supply analysis, demand forecast, and scenario evaluation (to account for climate change) using the groundwater model. This update also acknowledges and incorporates the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) effort that has recently been initiated.

## 1.2 Plan Goals and Objectives

The basic goal of this *Alternative Plan Update* remains the same as the prior iterations of the CVWMP:

- *To reliably meet current and future water demands in a cost-effective and sustainable manner.*

During the planning process, and to align with SGMA, the GSAs also established a sustainability goal (see Chapter 9, *Sustainable Management* for more detail):

- *To maintain a locally managed, economically viable, sustainable groundwater resource for existing and future beneficial uses in the Indio Subbasin by managing groundwater to avoid the occurrence of undesirable results.*

The underlying Plan objectives were also refined from the *2010 CVWMP Update* to reflect the water supply uncertainties facing the Indio Subbasin:

1. Meet current and future municipal water demands with a ten percent supply buffer
2. Avoid chronic groundwater overdraft
3. Manage and protect water quality
4. Collaborate with tribes, state, and federal agencies on shared objectives
5. Manage future costs
6. Minimize adverse environmental impacts
7. Reduce vulnerability to climate change and drought impacts

### 1.3 GSA Governance

The GSAs responsible for managing the Indio Subbasin in compliance with the SGMA are listed in Table 1-1 and include the following:

**Coachella Valley Water District (CVWD)** is a public agency of the State of California organized and operating under the County Water District Law, California Water Code section 30000, et seq, and Coachella Valley Water District Merger Law, Water Code section 33100, et seq. CVWD has groundwater management powers across a portion of the Indio Subbasin and manages replenishment assessment programs under Water Code section 31630-31639. CVWD is governed by a board of five directors, elected by district voters to 4--year terms.

**Coachella Water Authority (CWA)** is a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella and has statutory authority over water supply.

**Desert Water Agency (DWA)** is one of the statutorily named, exclusive local agencies given the power to comply with SGMA (Section 10723(c)(1)). DWA is an independent special district created by an act of the State Legislature as set for in Chapter 100 of the appendix to the California Water Code. DWA has groundwater management powers across a portion of Indio Subbasin and manages a replenishment assessment program in addition to provision of retail water service to a portion of its service area. DWA is led by a publicly elected, five-member Board of Directors.

**Indio Water Authority (IWA)** is a joint powers authority formed as a component of the City of Indio and Housing Authority of the City of Indio and has statutory authority over water supply.

CVWD, CWA, DWA, and IWA each successfully filed a Notice of Election to become exclusive GSAs within their respective jurisdictional areas in the Indio Subbasin.

CVWD has served as the Plan manager for this *Alternative Plan Update*, led by Zoe Rodriguez del Rey, Water Resources Manager, [zrodriguezdelrey@cvwd.org](mailto:zrodriguezdelrey@cvwd.org).

**Table 1-1. Indio Subbasin Groundwater Sustainability Agencies**

Name and Address of GSA	Contact with Plan Implementation Authority
<b>Coachella Valley Water District</b> 75525 Hovley Ln E Palm Desert, CA 92211	Jim Barrett jbarrett@cvwd.org
<b>Coachella Water Authority</b> 53-462 Enterprise Way Coachella, CA 92236	Castulo Estrada cestrada@coachella.org
<b>Desert Water Agency</b> 1200 S Gene Autry Trail Palm Springs, CA 92264	Mark Krause mkrause@dwa.org
<b>Indio Water Authority</b> 83101 Avenue 45 Indio, CA 92201	Reymundo Trejo rtrejo@indio.org

## 1.4 Relationship to Other Planning Efforts

This *Alternative Plan Update* builds on a history of regional collaboration on water management planning and implementation. The GSAs have coordinated and shared information with each of the following planning efforts described below.

### 1.4.1 Mission Creek Subbasin Alternative Plan Update

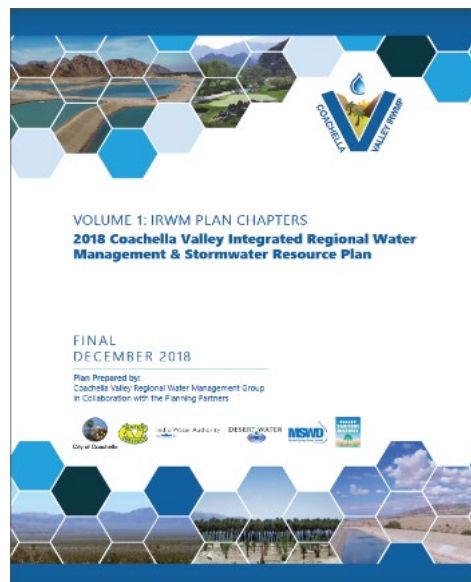
The Mission Creek Subbasin of the Coachella Valley Groundwater Basin is coordinated by a management committee made up of: CVWD, DWA, and Mission Springs Water District (MSWD). CVWD and MSWD have public water systems that rely on groundwater from the Mission Creek Subbasin. CVWD and DWA are GSAs with groundwater replenishment authority for this region and conduct an active recharge program utilizing SWP exchange water. In December 2004, MSWD, CVWD, and DWA signed a Settlement Agreement, in which the agencies agreed to jointly prepare a water management plan for the Mission Creek and Garnet Hill Subbasins.

The *Mission Creek-Garnet Hill WMP* (CVWD et al., 2013) was completed in January 2013 and was adopted by CVWD, DWA, and MSWD. The purpose of the *Mission Creek-Garnet Hill WMP* was to manage the water resources to reliably meet demands and protect water quality in a sustainable and cost-effective manner. The General Managers of MSWD, CVWD, and DWA met regularly to discuss development of the *Mission Creek-Garnet Hill WMP* and continue to meet quarterly to discuss plan implementation and other water management issues associated with the Mission Creek Subbasin and Garnet Hill Subarea. CVWD and DWA coordinated the planning efforts to ensure consistency between the *Mission Creek-Garnet Hill WMP* and the *2010 CVWMP Update*.

Using the same approach as in Indio Subbasin, the Mission Creek management committee submitted the *Mission Creek-Garnet Hill WMP*, along with a Bridge Document (Mission Creek management committee, 2016), as an Alternative Plan to a GSP for the Mission Creek Subbasin. On July 17, 2019, DWR approved the Alternative Plan. Throughout the course of this *Alternative Plan Update*, there has been ongoing communication, coordination, and information sharing among the two planning teams.

### 1.4.2 Coachella Valley Integrated Regional Water Management Plan

The Coachella Valley Integrated Regional Water Management (IRWM) Program was established in 2009 by the Coachella Valley Regional Water Management Group (CVRWMG). At that time, the CVRWMG was composed of CVWD, CWA, DWA, IWA, and MSWD, but has since expanded to include Valley Sanitary District (VSD) as well. The *2018 Coachella Valley Integrated Regional Water Management & Stormwater Resources (IRWM/SWR) Plan Update* (2018 Coachella Valley IRWM/SWR Plan) (CVRWMG, 2018) serves as a combined plan that addresses the requirements of DWR's IRWM Program Guidelines and the State Water Resources Control Board's (SWRCB's) Stormwater Resource Plan Guidelines. Both State programs provide grant funding to support multi-benefit water management projects that align with the program goals of expanding water supply reliability, improving water quality, and protecting water-based natural resources. The *2018 Coachella Valley IRWM/SWR Plan* presents an integrated regional approach for addressing water management issues through a process that identifies and involves water management stakeholders from the Coachella Valley. Given that the Indio Subbasin GSAs are all CVRWMG members, this *Alternative Plan Update* was coordinated with and shared information with the IRWM program.



*2018 Coachella Valley Integrated Regional Water Management & Stormwater Resource Plan*

### 1.4.3 Urban Water Management Plan

Under the Urban Water Management Planning Act, DWR requires that urban water suppliers develop Urban Water Management Plans (UWMPs) every 5 years. In the 2015 cycle, each of the water purveyors within the Indio Subbasin prepared and submitted 2015 UWMPs. These UWMPs define their current and future water use, water use targets, sources of supply, source reliability, and existing conservation measures. The Water Conservation Act of 2009 set a goal for the State to reduce urban water use by 20 percent by the year 2020. As documented in the *2015 UWMPs*, all the GSAs surpassed their established 2015 water use targets. The *2010 CVWMP Update* and *Mission Creek/Garnet Hill Water Management Plan (Mission Creek/Garnet Hill WMP)* (Coachella Valley Water District [CVWD], Desert Water Agency [DWA], and Mission Springs Water District [MSWD], 2013) were used as references for development of *2015 UWMPs* within their study areas.

In the 2020 cycle, all the region's water purveyors – CVWD, CWA, DWA, IWA, MSWD, and Myoma Dunes Mutual Water Company – prepared a regional *2020 UWMP* (CVWD et al., 2021). This *2020 Regional UWMP* (RUWMP) built on the demand forecasting and supply analysis prepared for the Alternative Plan Updates for the Indio and Mission Creek Subbasins. Water supply reliability analysis and drought assessment were completed at the regional scale assuming supplies available to each water purveyor. Throughout the planning process for this *Alternative Plan Update*, the GSAs have ensured ongoing communication, coordination, and information sharing with the *2020 RUWMP* team. As documented in the *2020 RUWMP*, all the GSAs successfully surpassed their respective 20 percent by 2020 water use targets.



#### 1.4.4 Coachella Valley Multiple Species Habitat Conservation Plan

The *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)* (CVAG, 2016) is a multi-agency conservation plan for the entire Coachella Valley and surrounding mountains to address State and Federal Endangered Species Act (ESA) compliance in the region. The *CVMSHCP*, last amended in 2016, defines a shared regional vision for balanced growth to enhance and maintain biological diversity and ecosystem processes while also fostering economic growth. The *CVMSHCP* protects 240,000 acres of open space and 27 species; enhances infrastructure without environmental conflicts; offers opportunities for recreation, tourism, and job creation; and ensures the survival of endangered species (CVAG, 2016). The *CVMSHCP* was considered in the development of this *Alternative Plan Update*, with emphasis in the groundwater dependent ecosystem analysis.

#### 1.4.5 Coachella Valley Salt and Nutrient Management Plan

The California Recycled Water Policy states that salts and nutrients from all sources must be managed on a basin-wide or watershed-wide basis to attain water quality objectives and protect beneficial uses. This is typically through development of a Salt and Nutrient Management Plan (SNMP).

The original 2009 Recycled Water Policy required development of a SNMP by 2014 for each groundwater basin or subbasin in California (later clarified as applicable to priority basins for the GAMA Priority Basin Project). The 2018 Recycled Water Policy amendment includes a requirement that each Regional Water Quality Control Board (RWQCB) evaluate each basin or subbasin in its region before April 8, 2021. The RWQCB is required to identify basins where salts and/or nutrients are a threat to water quality and therefore need salt and nutrient management planning to achieve water quality objectives and protect beneficial uses in the long term. These RWQCB evaluations are to be updated every 5 years.

The amended Recycled Water Policy continues to encourage collaborative development of a SNMP among SNMP groups, RWQCBs, the agricultural community, IRWM groups, water and wastewater agencies, other salt and nutrient contributors, stakeholders, and now, GSAs.

In 2015, CVWD, DWA, and IWA created an SNMP for the Coachella Valley Groundwater Basin (CVWD, et al., 2015). Subsequently, the RWQCB provided comments and recommendations on the 2015 SNMP's compliance with the updated Recycled Water Policy (Colorado River Basin RWQCB, 2020). In response, a process to update the Coachella Valley SNMP (CV-SNMP) was begun in 2020 with development of a CV-SNMP Groundwater Monitoring Program Workplan that the RWQCB approved in February 2021. The CV-SNMP process also included preparation of a CV-SNMP Development Workplan, approved by the RWQCB in October 2021, that describes a detailed scope of work for update of the CV-SNMP through a collaborative process between the water and wastewater agencies, RWQCB, and other stakeholders.

### 1.5 Notice and Communication

This *Alternative Plan Update* has been developed with input from all five tribes located within the Indio Subbasin, stakeholders, and members of the public. The GSAs established a program website ([www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)), initiated regular stakeholder communications, provided program updates, and solicited input at public workshops and tribal workgroups.

### 1.5.1 Participating Agencies and Coordination

The four GSAs—CVWD, CWA, DWA, and IWA—led all stakeholder outreach and communications in accordance with a Communications Plan that was developed at program outset (see Appendix 1-B). The Communications Plan contains outreach strategies and methods to address effective communication with stakeholders during development of the *Alternative Plan Update*, including building trust between and among the GSAs and property owners/residents, disadvantaged communities, tribes, agricultural interests, and environmental interests. In response to tribal feedback, the GSAs held separate tribal engagement meetings.

### 1.5.2 GSAs Decision Making Process

The GSAs are the designated decision-making entities for the *Alternative Plan Update* process. On October 5, 2016, the GSAs entered into a Memorandum of Understanding (MOU) to establish an agreement for collaboration and cost-share for management of the Indio Subbasin under SGMA. Each GSA is responsible for the portion of the Indio Subbasin within their respective jurisdictional area (see Figure 2-1). The MOU establishes that its intent is to foster cooperation, coordination, and communication among the GSAs regarding management of the Indio Subbasin.

The 2016 MOU established the GSAs' intent to develop and submit the Alternative Plan to DWR. On April 3, 2018, the GSAs approved a Supplement to the MOU that outlined the GSAs' intent to prepare an Annual Report for Water Year 2017. On October 29, 2018, the GSAs approved a Second Supplement to the MOU that allowed for ongoing preparation of Annual Reports by April 1 of each water year, along with preparation of a *2022 Indio Subbasin Alternative Plan Update* (see Appendix 1-C). The Second Supplement directs CVWD to serve as the managing entity for selected consultants but allows for input and review of all SGMA-related deliverables and transmittal of all data and files to each of the four GSAs.

The GSAs met monthly to discuss *Alternative Plan Update* development and implementation activities, assignments and consultant management, milestones, and ongoing work progress. The GSAs participated in all public workshops and directed outreach meetings. Public input, no matter the method received (e.g., phone, email, public meeting), was shared with all the GSAs for consideration throughout the planning process.

### 1.5.3 Stakeholder Involvement

Public engagement includes both stakeholder coordination and general public involvement. The goal of the public engagement effort was to understand the needs of stakeholders, increase awareness and understanding of the *Alternative Plan Update*, and promote active involvement in the process. Tribes and stakeholders with interest in water management—including agency representatives, municipalities, agricultural representatives, golf course industry representatives, Homeowners Associations, other large irrigators, environmental justice groups, and non-governmental organizations—are the primary audience for the *Alternative Plan Update*. The general public was engaged throughout the planning process to share information about the Indio Subbasin and water management decisions and solicit input to the *Alternative Plan Update*.

As the best way to communicate with and consider the interests of all beneficial uses and users of groundwater in the Subbasin, the GSAs established a program website ([www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)). The website provides information to stakeholders during plan development and implementation. From

the website, stakeholders can sign up to receive email updates and announcements. Public workshop and meeting announcements, agendas, and materials are posted on the website in advance of each meeting. To encourage stakeholder involvement in the planning process, the GSAs also provided outreach documents, including the program website, in both English and Spanish to accommodate the primary languages of many community members.



Indio Subbasin SGMA Website, July 2021

Additionally, a stakeholder email list was compiled and maintained throughout the planning process in order to communicate with stakeholders. Announcements were sent in English and Spanish to announce workshops or release of new planning materials. A project-specific email address was advertised and maintained to receive input and feedback from stakeholders.

The GSAs will continue using the stakeholder email list to communicate items of interest to stakeholders during Plan implementation, including upcoming workshops, release of Annual Reports, and GSA Board meetings addressing SGMA topics.



Indio Subbasin Stakeholders –

Reminder, our final public workshop for the 2022 *Indio Subbasin Alternative Plan Update* is this **Wednesday, October 20**. The 2022 *Indio Subbasin Alternative Plan Update* serves as a comprehensive update of the 2010 *Coachella Valley Water Management Plan Update*. We are inviting local community members, municipal agency staffers, non-profit organizations, farmers, landowners, business owners, tribes, and any other interested local stakeholders to attend. This is a great opportunity to get involved, learn about the planning process, and provide input on the future of groundwater management in the Indio Subbasin. This meeting will be held in a hybrid format – both in-person and virtually on GoToMeeting. Our meeting materials, including the PowerPoint presentation, will be available on our website ([www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)). The agenda is attached.

**Indio Subbasin Alternative Plan Update – Public Workshop #7**  
**Wednesday, October 20, 2021 at 2:00 pm – 4:00 pm**  
**In Person**  
 Coachella Valley Water District – Steve Robbins Administration Building  
 75515 Hovley Ln E, Palm Desert, CA 92211

**GoToMeeting**  
 Please join my meeting from your computer, tablet or smartphone  
<https://global.gotomeeting.com/join/647606925>  
 You can also dial in using your phone: +1 (646) 749-3122, Access Code: 647-606-925

The copy of the draft 2022 *Alternative Plan Update* is available on our website at <http://www.IndioSubbasinSGMA.org/alternative-plan-update/>.

We will provide an overview of the draft *Alternative Plan Update* released for stakeholder review from September 27 – October 29.



Partes Interesadas de la Subcuenca de Indio –

Invitamos a miembros de la comunidad, personal de agencias municipales, organizaciones no lucrativas, agricultores, terratenientes (persona que posee tierras), propietarios de negocios, tribus, y cualquier otro grupo local interesado para que asistan al tercer taller público para la actualización del plan de alternativa de la Subcuenca de Indio del 2022 (por 2022 *Indio Subbasin Alternative Plan Update*), una actualización completa del Plan de Gestión del Agua del Valle de Coachella de 2010 (por 2010 *Coachella Valley Water Management Plan Update*), el cual fue aprobado como plan de alternativa para cumplir con la Ley de Gestión Sostenible del Agua Subterránea (por *Sustainable Groundwater Management Act, SGMA*). Esta es una gran oportunidad para involucrarse, conocer del proceso de planificación, y contribuir en el futuro de la gestión del agua subterránea de la Subcuenca de Indio. Está junta se llevará a cabo en formato híbrido – en persona y virtualmente. Visite nuestra página web ([www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)) para tener acceso a los materiales de la reunión.

**Actualización del plan alternativa de la Subcuenca de Indio – Taller Público #7**  
**Miércoles, 20 de octubre de 2021 de 2:00 p.m. – 4:00 p.m.**  
**En Persona**  
 Edificio Administrativo Steve Robbins de la Coachella Valley Water District  
 75515 Hovley Ln E, Palm Desert, CA 92211

**Teléfono**  
 (207) 558-4270, 316-818-074#

Una copia de la versión preliminar de la Actualización del Plan Alternativo de 2022 se encuentra en nuestra página web: <http://www.IndioSubbasinSGMA.org/alternative-plan-update/>.

Los temas de discusión incluirán una descripción general de la Actualización del plan alternativo y se revisarán todos los capítulos.

*Example of stakeholder email announcement (English on left; Spanish on right).*

#### 1.5.4 Public Workshops

Seven public workshops were held (generally on a quarterly basis) during plan development. The public workshops were intended to inform stakeholders and the general public of the *Alternative Plan Update* progress, solicit data and information to support planning and analysis for the Subbasin, and seek input on key decisions made throughout the planning process. The GSAs recognize the need for and importance of public participation and worked diligently to make sure that tribes, stakeholders, and participants were heard. While the public workshops were planned to be held at various locations within the Subbasin, most workshops were held digitally (video/phone conference) due to the COVID-19 pandemic.

Public workshops were announced through the stakeholder email list and the website. The first workshop announcement was sent approximately 30 days prior to an upcoming workshop and a reminder announcement with the agenda was sent approximately 72-hours in advance. Meeting materials (agenda and presentation) were uploaded to the website approximately 72-hours in advance of each workshop.

At public workshops, members of the public were invited to provide input and comments on *Alternative Plan Update* materials and analysis. GSAs accepted verbal comments and questions from any participant at meetings and encouraged written comments at any time during the planning process. At each public workshop, the GSA team provided an overview and update on different technical topics and asked for feedback. The workshops topics are summarized in Table 1-2 below.



*Public Workshop #1 was held in February 2020.*

#### 1.5.5 SGMA Tribal Workgroup

The *Alternative Plan Update* process represents an opportunity for communication and cooperation among GSAs, tribal governments, and other interested stakeholders. Accordingly, implementation of the Communication Plan has included outreach to the following five tribes:

- Agua Caliente Band of Cahuilla Indians
- Augustine Band of Mission Indians
- Cabazon Band of Mission Indians
- Torres-Martinez Desert Cahuilla Indians
- Twenty-Nine Palms Band of Mission Indians.

Representatives of the tribal governments and Federal Bureau of Indian Affairs have participated in the *Alternative Plan Update* process through quarterly meetings of the SGMA Tribal Workgroup. The meetings have provided regular updates and opportunities for discussion and input. While the SGMA Tribal Workgroups were planned to be held in person, most meetings were held digitally (video/phone conference) due to the COVID-19 pandemic.

A tribal email list was also compiled with representatives of all five tribal governments and the Bureau of Indian Affairs. SGMA Tribal Workgroup meetings were announced through the tribal email list and the website. The first announcement was sent approximately 30 days prior to an upcoming meeting and a reminder announcement with the agenda was sent approximately 72-hours in advance. Meeting

materials (agenda and presentation) were uploaded to the website approximately 72-hours in advance of each meeting.

At the SGMA Tribal Workgroup meetings, tribal representatives have been invited to provide input and comments on *Alternative Plan Update* materials and analysis. GSAs accepted verbal comments and questions from any participant at meetings and encouraged written comments following the meetings. The SGMA Workgroup discussion topics generally followed the same outline as for the public workshops (see Table 1-2 below), with some additional detail focused on tribal interests.

The GSAs will continue to coordinate and collaborate with the tribal governments through the SGMA Tribal Workgroup during implementation of the *Alternative Plan Update*.

### 1.5.6 List of Public Meetings Where the Alternative Plan Update was Discussed

Table 1-2 lists the schedule for *Alternative Plan Update* meetings. Meeting agendas and summaries from public meetings are provided in Appendix 1-D. Due to local and state restrictions during the COVID-19 pandemic, in-person meetings were changed to videoconferences as of March 2020.

**Table 1-2. Public Meetings on the *Alternative Plan Update***

Meeting Group/Type	Meeting Date or Proposed Date	Meeting Topics
SGMA Tribal Workgroup 1	February 20, 2020	Overview of SGMA, Water Management Planning in the Indio Subbasin, Indio Subbasin <i>Alternative Plan Update</i>
Public Workshop 1	February 20, 2020	Overview of SGMA, Water Management Planning in the Indio Subbasin, Indio Subbasin <i>Alternative Plan Update</i>
SGMA Tribal Workgroup 2	May 21, 2020	<i>Alternative Plan Update</i> Status, Plan Area, Hydrogeologic Conceptual Model, 2010 Plan Assessment, Groundwater Model Assessment and Approach
Public Workshop 2	May 21, 2020	<i>Alternative Plan Update</i> Status, Plan Area, Hydrogeologic Conceptual Model, 2010 Plan Assessment, Groundwater Model Assessment and Approach
SGMA Tribal Workgroup 3	November 19, 2020	<i>Alternative Plan Update</i> Status, Plan Area, Hydrogeologic Conceptual Model, Groundwater Model Update, Demand Forecast, Supply Analysis
Public Workshop 3	November 19, 2020	<i>Alternative Plan Update</i> Status, Plan Area, Hydrogeologic Conceptual Model, Groundwater Model Update, Demand Forecast, Supply Analysis
SGMA Tribal Workgroup 4	March 13, 2021	<i>Alternative Plan Update</i> Status, Groundwater Conditions, Sustainable Management Criteria, Groundwater Model Status, Projects and Management Actions
Public Workshop 4	March 13, 2021	<i>Alternative Plan Update</i> Status, Groundwater Conditions, Sustainable Management Criteria, Groundwater Model Status, Projects and Management Actions
SGMA Tribal Workgroup 5	June 24, 2021	<i>Alternative Plan Update</i> Status, Groundwater Conditions, Sustainable Management, Groundwater Model and Plan Scenarios

Meeting Group/Type	Meeting Date or Proposed Date	Meeting Topics
Public Workshop 5	June 24, 2021	<i>Alternative Plan Update</i> Status, Groundwater Conditions, Sustainable Management, Groundwater Model and Plan Scenarios
CVWD Board of Directors Study Session	August 3, 2021	Overview of <i>Alternative Plan Update</i>
DWA Board of Directors	August 3, 2021	Overview of <i>Alternative Plan Update</i>
SGMA Tribal Workgroup 6	August 26, 2021	<i>Alternative Plan Update</i> Status, Groundwater Model, Plan Scenarios, Projects and Management Actions, Simulation Results
Public Workshop 6	August 26, 2021	<i>Alternative Plan Update</i> Status, Groundwater Model, Plan Scenarios, Projects and Management Actions, Simulation Results
SGMA Tribal Workgroup 7	October 20, 2021	Overview of <i>Alternative Plan Update</i>
Public Workshop 7	October 20, 2021	Overview of <i>Alternative Plan Update</i>
CVWD Board of Directors	December 7, 2021	Overview and adoption of <i>Alternative Plan Update</i>
CWA Board of Directors	December 8, 2021	Overview and adoption of <i>Alternative Plan Update</i>
DWA Board of Directors	December 7, 2021	Overview and adoption of <i>Alternative Plan Update</i>
IWA Board of Directors	December 15, 2021	Overview and adoption of <i>Alternative Plan Update</i>

### 1.5.7 Comments Received and Response Summary

Comments to the GSAs from tribal representatives, stakeholders, and the public were accepted directly via email. These comments were transferred into a tracking matrix, which was organized by applicable topic or chapter. Comments were then reviewed by the GSAs and consulting team for consideration during finalization of the *Alternative Plan Update*. The following five letters, as listed below, were received on the *Alternative Plan Update*. Responses to the comments are provided in Appendix 1-E.

1. California Department of Fish and Wildlife
2. Leadership Counsel for Justice and Accountability and Coachella Valley Waterkeeper
3. Agua Caliente Water Authority
4. La Quinta Residents for Responsible Development
5. United States Department of the Interior – Bureau of Indian Affairs

## 1.6 Plan Update Adoption

Each of the GSAs held a public hearing to consider adoption of the final *Alternative Plan Update*, as listed in Table 1-2 above. The adoption hearings were publicly noticed under the Brown Act for each individual GSA, as well as published collectively in *The Public Record*. Additionally, prior to each adoption hearing, an announcement with the hearing date and GSA website link was sent to the Indio Subbasin tribal and stakeholder email lists.

## CHAPTER 2: PLAN AREA

This chapter describes the Indio Subbasin Alternative Plan Area (Plan Area), including its geographic, institutional, land use planning, and water resources management context.

### 2.1 Geographic Area

The Plan Area is based on the Indio Subbasin and the areas served by, or expected to be served by, groundwater from the Subbasin. The California Department of Water Resources (DWR), in *California's Groundwater Bulletin 118—Update 2003* (Bulletin 118) (DWR, 2003), defines the Coachella Valley Basin (known as Basin 7-021) as having four subbasins, including the Indio Subbasin (Subbasin 7-021.01). The other subbasins in this region are the Mission Creek, San Geronio Pass, and Desert Hot Springs Subbasins. The Indio Subbasin is identified by the U.S. Geological Survey (USGS) as the Whitewater River Subbasin. Subbasins are further described in Chapter 3, *Hydrogeologic Conceptual Model*.

As shown in Figure 2-1, the Plan Area encompasses the entire Indio Subbasin, which is part of the larger Coachella Valley Groundwater Basin, including the Garnet Hill Subarea. The Garnet Hill Subarea is included in the *2012 Mission Creek/Garnet Hill Water Management Plan (2012 MC/GH WMP)* (Coachella Valley Water District [CVWD], Desert Water Agency [DWA], and Mission Springs Water District [MSWD], 2013), which was developed in coordination with the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (CVWD, 2012). The Garnet Hill Subarea is also included in the *2022 Mission Creek Subbasin Alternative Plan Update* (Mission Creek GSAs, 2021). Garnet Hill Subarea data collection, analysis, modeling, and planning is being coordinated to ensure consistency between this *Alternative Plan Update* and the *2022 Mission Creek Subbasin Alternative Plan*.

Figure 2-1 shows Groundwater Sustainability Agency (GSA) boundaries in the Indio Subbasin. The four GSAs have been formed by CVWD, Coachella Water Authority (CWA), DWA, and Indio Water Authority (IWA). In this *Alternative Plan Update*, these GSAs are referred to as the Indio Subbasin GSAs.

Figure 2-2 shows the incorporated areas of the nine cities that overlie the Indio Subbasin and identifies communities in the Subbasin's unincorporated areas. As indicated on both maps, the Plan Area includes portions of Riverside, San Diego, and Imperial Counties.

While encompassing the Indio Subbasin, the Plan Area also includes lands beyond the Subbasin that are, or in the future may be, reliant on groundwater pumped from the Subbasin. This includes areas to the east within the spheres of influence of the cities of Indio and Coachella that account for several proposed large developments such as Citrus Ranch, Dillon Trails, Desert Lakes, and Lomas del Sol. The Plan Area also includes areas along the western and eastern shores of the Salton Sea that are in CVWD's domestic service area (i.e., Area 23 and the former Improvement District 11) that receive groundwater from CVWD.

As shown in Figure 2-1, portions of CVWD's and DWA's boundaries are not included in the Plan Area; these include undeveloped mountainous terrain and conservation areas (shown by shading) and areas in other subbasins that do not receive water from the Indio Subbasin.



Figure 2-1. Plan Area

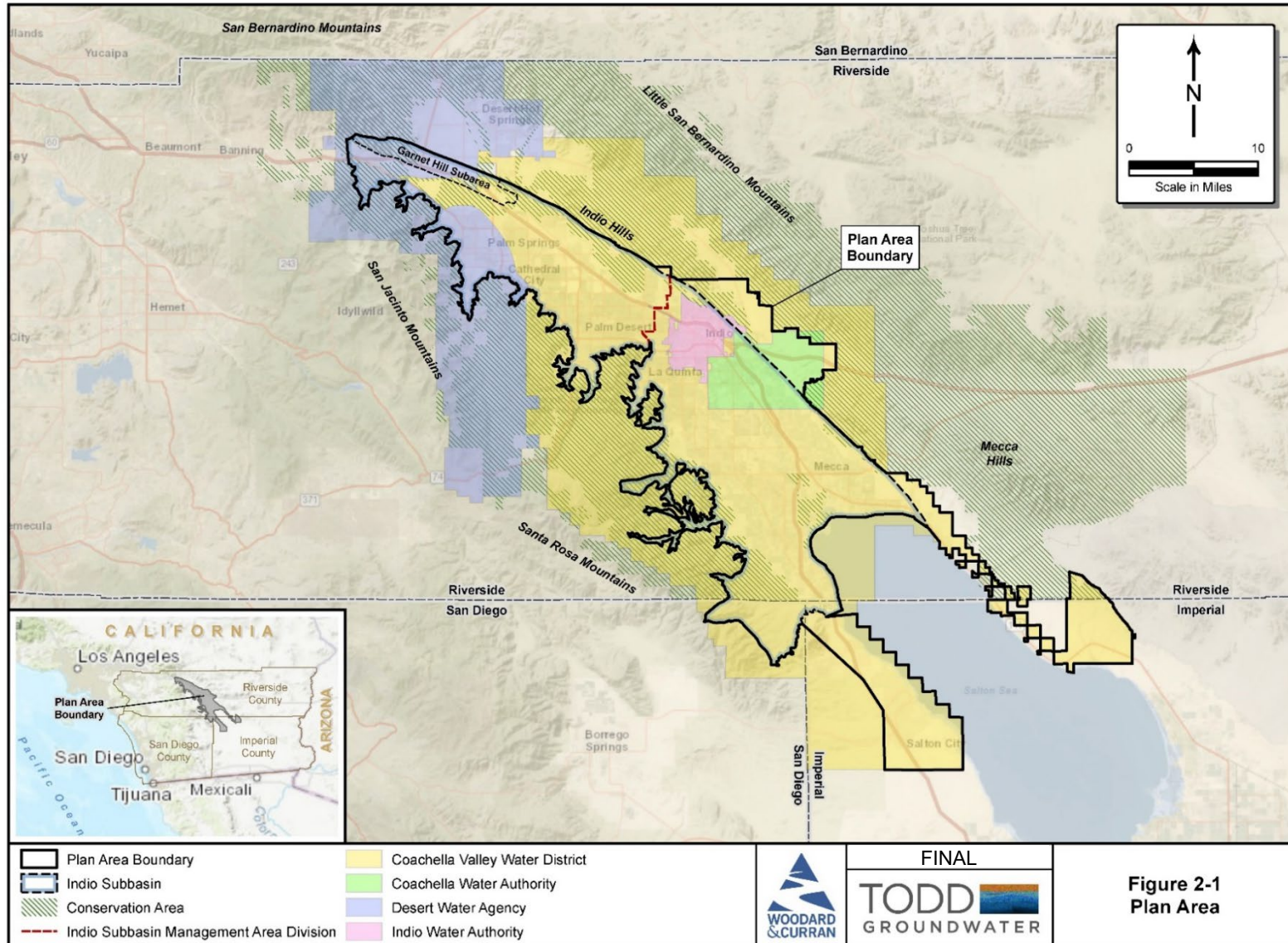
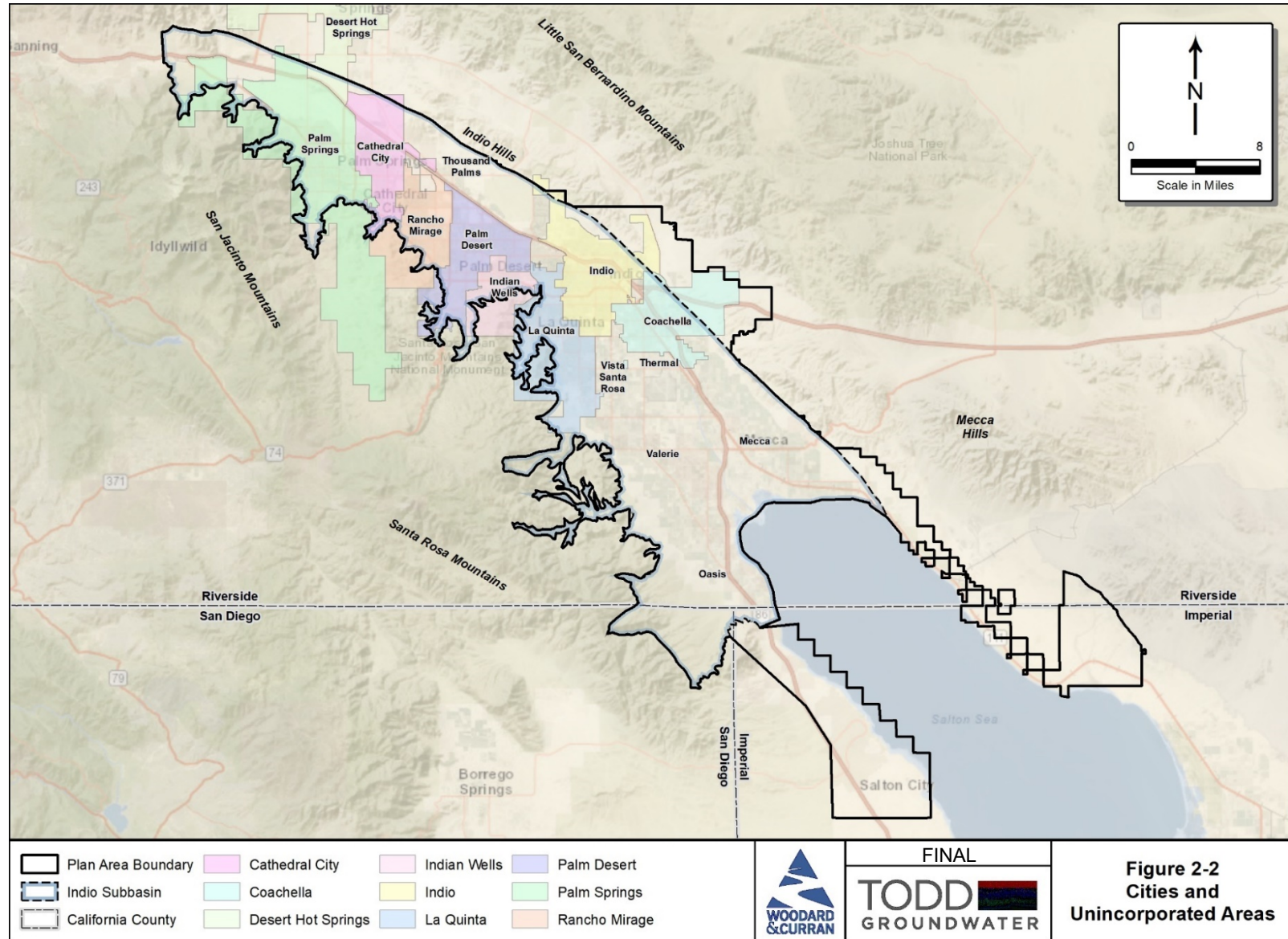


Figure 2-2. Cities and Unincorporated Areas



The Indio Subbasin is geographically divided into the West Valley and the East Valley. The West Valley, which includes the cities of Palm Springs, Cathedral City, Rancho Mirage, Indian Wells, and Palm Desert, has a predominantly resort/recreation-based economy that relies on groundwater as its principal water source. The East Valley, which includes the cities of Coachella, Indio, and La Quinta, and the communities of Mecca, Thermal, and Oasis, has a predominantly agricultural economy using groundwater and Colorado River water imported via the Coachella Canal (Canal). The East Valley is southeast of a boundary line extending from Washington Street and Point Happy northeast to the Indio Hills near Jefferson Street, and the West Valley is northwest of this line (shown in red on Figure 2-1).

## 2.2 Water Management and Land Use Planning Agencies

This section introduces the key water resource management agencies and shows portions of the Plan Area under the jurisdiction of water management and land use planning agencies at the local, state, and federal levels. As discussed below, some agencies have both water and land use management roles. Consistent with Sustainable Groundwater Management Act (SGMA) requirements and local management, the Indio Subbasin GSAs maintain ongoing collaborative relationships with multiple agencies at local, state, and federal levels. Cooperative efforts among water agencies have included data sharing and collaboration on water budget analyses and numerical model development for the Indio, Mission Creek, and San Gorgonio Pass Subbasins, respectively (see Figure 1-1 for Subbasin locations). Land use plans are listed in Section 2.5, *Land Use Planning*.

### 2.2.1 Water Agencies

As described below, the major water agencies in the Plan Area are CVWD, CWA, DWA, and IWA (refer to Figure 2-1). MSWD and Myoma Dunes Water Company (MDWC) also serve portions of the Indio Subbasin. CVWD was formed in 1918 under the County Water District Act provisions of the California Water Code. The water-related services provided by CVWD include irrigation water delivery and agricultural drainage, urban and domestic water delivery, wastewater reclamation and recycling, stormwater protection, and groundwater management achieved through replenishment, source substitution, and conservation. CVWD imports Colorado River water via the Coachella Canal (Canal) primarily for agricultural and golf course irrigation and for groundwater replenishment. CVWD is a California State Water Project (SWP) contractor and imports SWP water through an exchange of Colorado River Aqueduct (CRA) water with Metropolitan Water District (MWD). SWP exchange water is used for groundwater replenishment. CVWD operates more than 95 wells for domestic supply. It also operates five wastewater reclamation plants, two of which provide recycled water for irrigation.

CWA was established in 1957 as City of Coachella's water department. CWA is a retail water supplier that meets its demand through groundwater pumped from six CWA-owned and operated wells. The water-related services provided by Coachella include domestic water delivery, wastewater collection and reclamation, and local drainage control. Coachella also operates a secondary treatment wastewater facility.

DWA was founded in 1961 as a groundwater management agency. DWA provides domestic water delivery, irrigation water delivery, and water reuse and groundwater replenishment. DWA is a SWP contractor and imports SWP water through an exchange of CRA water with MWD for groundwater replenishment. DWA pumps groundwater from more than 25 wells for delivery to its retail customers in Cathedral City and Palm Springs. It also uses local surface water from Whitewater River and three mountain streams in its service area. DWA's local surface water is diverted to WWR-GRF subsurface

storage and is recovered by means of nearby production wells. DWA receives secondary treated wastewater from Palm Springs, treats it to tertiary standards for water recycling, and delivers it to large irrigation customers, including golf courses.

IWA was formed in 2000 as a Joint Powers Authority to serve as the legislative and policy entity responsible for delivering water to Indio residents for all municipal water programs and services. IWA provides water supply to most of Indio, and some unincorporated areas of Indio Hills, operating more than 20 wells throughout its service area to meet its customers' domestic water needs.

As described above, these four water agencies are the Indio Subbasin GSAs, and together in 2016 they submitted the approved *2010 CVWMP Update* as the region's Alternative to a Groundwater Sustainability Plan (Alternative Plan) to comply with SGMA. Since then, the Indio Subbasin GSAs have been collaborating on the Alternative Plan implementation. While the Indio Subbasin GSAs also collaboratively led development of this *Alternative Plan Update*, other public agencies are also responsible for, and involved in, water and land use management both in and near the Plan Area.

The MSWD service area overlies a portion of the northernmost Indio Subbasin, including part of the Garnet Hill Subarea, which is included in the MC/GH WMP and the *2022 Mission Creek Subbasin Alternative Plan Update* (Mission Creek GSAs, 2021).

Other local water purveyors include the Myoma Dunes Water Company (MDWC), which is a retail urban water supplier serving the community of Bermuda Dunes with groundwater from five wells.

In addition, numerous small private water systems serve local communities (e.g., mobile home parks) and rural businesses.

### 2.2.2 Local Agencies: Cities and Counties

Figure 2-2 identifies the incorporated areas of the nine cities overlying portions of the Plan Area. As described in the preceding section, two of these cities, Coachella and Indio, have water management roles in addition to land use planning authority.

As shown in Figure 2-1 and Figure 2-2, the Plan Area overlaps Riverside, Imperial, and San Diego Counties. Riverside County encompasses most of the Plan Area, with small portions of the Plan Area in the San Diego and Imperial Counties. County governments have direct local groundwater management roles in well permitting and regulation of small water systems. Most relevant to Indio Subbasin, Riverside County has a well ordinance administered by the Riverside County Department of Environmental Health that regulates construction, reconstruction, abandonment, and destruction of wells throughout the county. The Riverside County Department of Environmental Health is also the permitting agency for small water systems.

SGMA enabled county governments to elect to become GSAs; Riverside County did not elect to become a GSA for Indio Subbasin, nor did San Diego County. San Diego County portions of the Indio Subbasin are within CVWD's boundaries. CVWD is the exclusive GSA for these areas. Imperial County elected to become GSA for all groundwater basin areas within its boundaries. Additionally, CVWD and Imperial County resolved overlap issues through a Memorandum of Understanding such that CVWD is the exclusive GSA for Indio Subbasin areas in Imperial County.

### 2.2.3 State and Federal Agencies

Figure 2-3 shows that large tracts of land in the Plan Area are owned and managed by state and federal governments. Areas under State jurisdiction include State Parks and State Refuges, plus California Department of Fish and Wildlife (CDFW)-owned and operated lands and conservation easements.

Federal agencies with significant lands in the Plan Area include the U.S. Department of the Interior Bureau of Land Management (BLM), the U.S. Forest Service (USFS), the U.S. Fish and Wildlife Service (USFWS), and the U.S. Department of the Interior Bureau of Reclamation (USBR).

### 2.2.4 Tribal Governments

Figure 2-4 shows Tribal/Reservation boundaries for the following five Native American tribes: the Agua Caliente Band of Cahuilla Indians, the Augustine Band of Cahuilla Indians, the Cabazon Band of Mission Indians, the Torres Martinez Desert Cahuilla Indians, and the Twenty-Nine Palms Band of Mission Indians. The largest of these lands is the Agua Caliente Reservation, which covers 31,500 acres, and the Torres-Martinez Reservation that covers 24,800 acres; however, much of these Tribal/Reservation lands are located outside the Plan Area. Table 2-1 lists the acreage of Tribal/Reservation lands within the Plan Area, which totals 28,070 acres.

**Table 2-1. Tribal/Reservation Lands within Plan Area**

Tribe	Acres
Agua Caliente Band of Cahuilla Indians	10,184
Augustine Band of Mission Indians	649
Cabazon Band of Mission Indians	707
Torres Martinez Desert Cahuilla Indians	15,852
Twenty-Nine Palms Band of Mission Indians	678

The Agua Caliente Band of Cahuilla Indians has established the Agua Caliente Water Authority (ACWA) to regulate and administer groundwater in which the Tribe holds federally reserved water rights. ACWA has established a system of permits and fees and engages in monitoring activities.

Figure 2-3. Federal, State, and Local Government Land

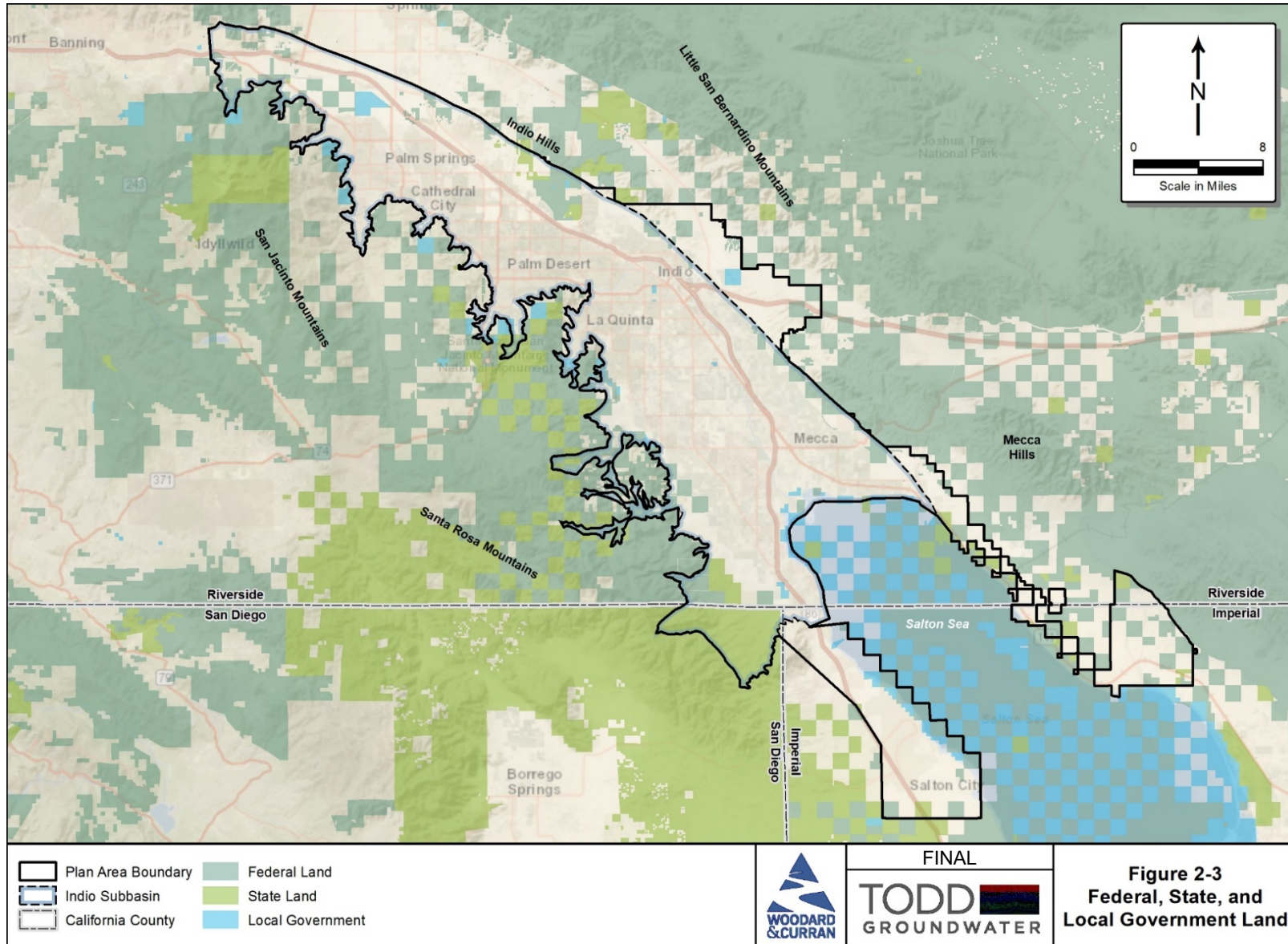
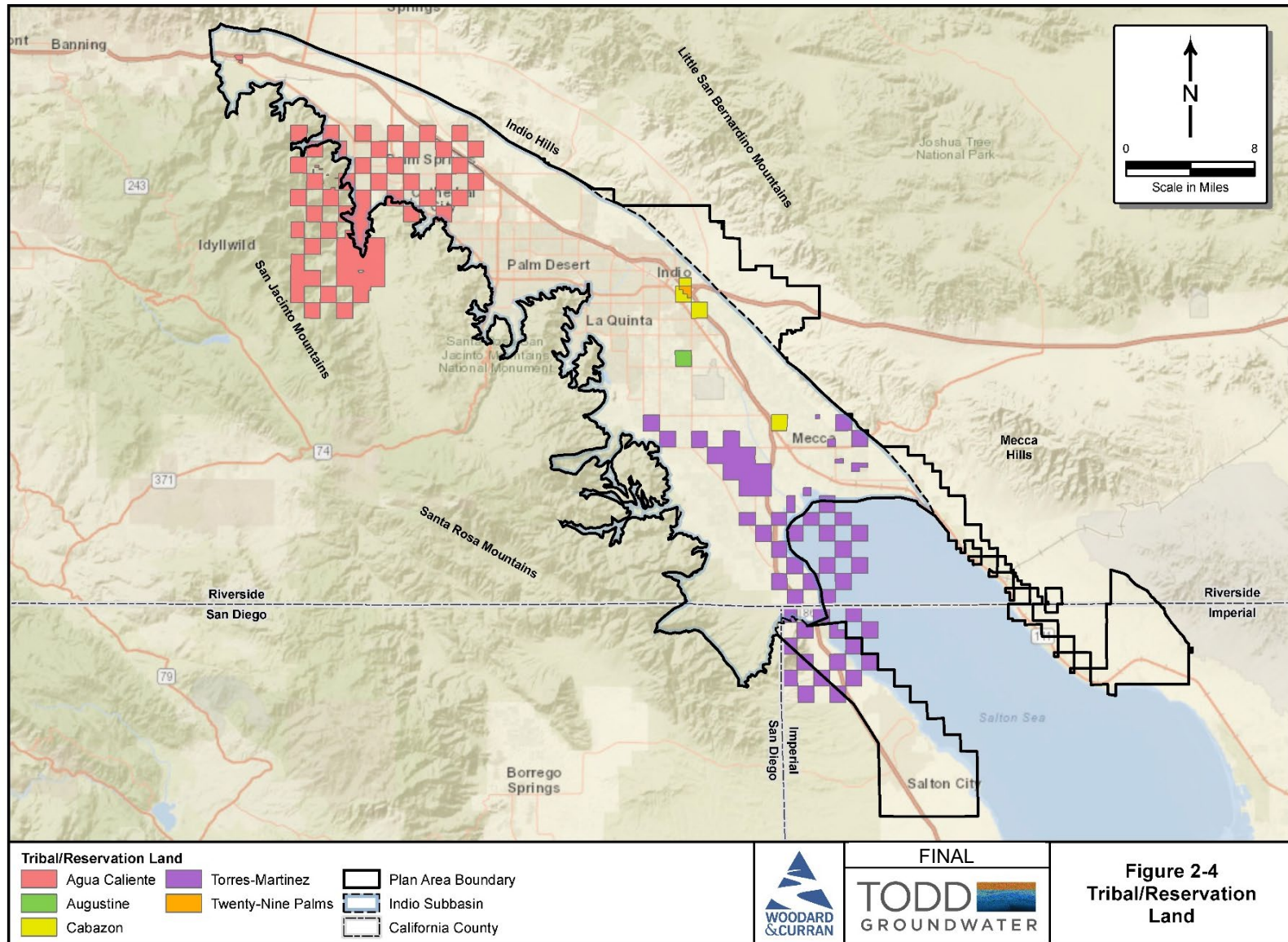


Figure 2-4. Tribal/Reservation Lands



The *2018 Coachella Valley Integrated Regional Water Management & Stormwater Resources (IRWM/SWR) Plan Update* (2018 Coachella Valley IRWM/SWR Plan) (Coachella Valley Regional Water Management Group [CVRWMG], 2018) provides detailed information about regional Tribal nations, Tribal water resources, and key water resources issues, including Tribal water rights, groundwater quality, potential for long-term overdraft, and Tribal participation in regional water planning. Tribal government representatives and the Federal Bureau of Indian Affairs have participated in the *Alternative Plan Update* process via quarterly meetings of the SGMA Tribal Workgroup (see Section 1.5.5).

### 2.3 Water Resources Management

Local water resources management began with early (19<sup>th</sup> Century) agricultural development in the region, which was initially based on groundwater supply. However, local groundwater supply proved insufficient for irrigation and subsequent urban water demand, leading agencies to acquire and import surface water supplies. These early development efforts included the following:

- Developing local surface water for replenishment (e.g., Whitewater River) or diversion (e.g., from Snow, Falls, and Chino Canyon creeks)
- Importing Colorado River water supply through the Canal beginning in 1949 delivered to farmland, golf courses, and replenishment facilities
- Contracting for SWP supply (exchanged for water from the CRA and used for replenishment beginning in 1973)
- Developing recycled water used for landscape and golf irrigation

Water sources are further described in Section 2.4, *Water Sources*.

Development of farmland subsequently necessitated construction of agricultural drainage systems in the form of both tile drainage systems, subsurface, and surface drains (from 1930s to 1990s). In addition, stormwater drainage systems have been developed by local agencies over the years, including the Whitewater River/Coachella Valley Stormwater Channel (CVSC).

Major systems and facilities are shown on Figure 2-5 and include the Canal, the CRA, GRFs, water reclamation plants (WRPs), and agricultural drain systems.

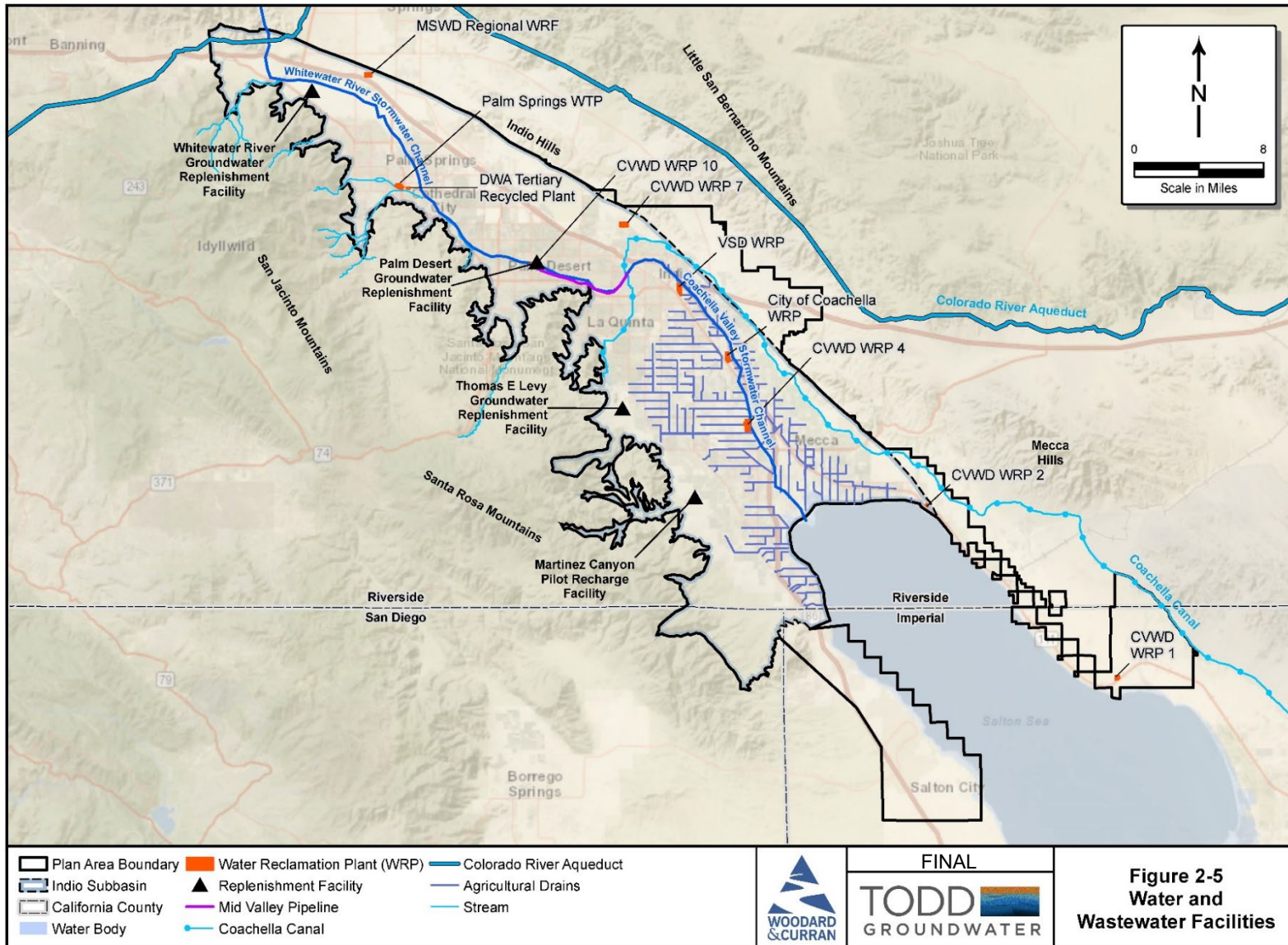
Other water resource management programs have included implementation of water conservation, source substitution, and water quality programs.

As noted in Section 2.1, *Geographic Area*, the original *2002 Coachella Valley Water Management Plan* for the Indio Subbasin (CVWD, 2002) was developed to eliminate overdraft and provide comprehensive water resources management; in 2010, this plan was updated as the *2010 CVWMP Update* with the following water management elements:

- Water conservation
- Acquisition of additional water supplies
- Conjunctive use
- Source substitution
- Groundwater recharge
- Water quality improvements



Figure 2-5. Water and Wastewater Facilities



With passage of SGMA, the Indio Subbasin GSAs developed the original Alternative Plan consisting of the *2010 CVWMP Update* (CVWD, 2012) and the *SGMA Alternative Groundwater Sustainability Plan Bridge Document for the Indio Subbasin (Bridge Document)* (Indio Subbasin GSAs, 2016), which was approved by DWR in 2019. Subsequently the Indio Subbasin GSAs have prepared Annual Reports<sup>1</sup>; these documents together have served as major planning and reporting documents for water resource management.

## 2.4 Water Sources

The Plan Area currently relies on a combination of local groundwater, Colorado River water, SWP exchange water, local surface water, and recycled water to meet water demands. Details about each water source are provided in Chapter 6, *Water Supply*.

### 2.4.1 Local Groundwater

Local groundwater is pumped from the Indio Subbasin for water supply in the Plan Area. Groundwater has been the principal source of urban water supply in the Plan Area since the early part of the 20th century. Groundwater also supplies water for crop irrigation, fish farms, duck clubs, golf courses, greenhouses, and industrial uses.

The Indio Subbasin is not adjudicated. It experienced chronic groundwater level declines and storage depletion (i.e., overdraft) until the Subbasin was at its minimum storage level in 2009. Overdraft was reversed through management including substantial replenishment and source substitution by CVWD and DWA, and significant water conservation by local communities with the support of the GSAs.

The following three replenishment facilities are currently operated in the Indio Subbasin (refer to Figure 2-5):

- Whitewater River Groundwater Replenishment Facility (WWR-GRF)
- Palm Desert Groundwater Replenishment Facility (PD-GRF)
- Thomas E. Levy Groundwater Replenishment Facility (TEL-GRF)

For replenishment, the Subbasin is divided into two management areas, the West Whitewater River Subbasin management area (i.e., West Valley) and the East Whitewater River Subbasin management area (i.e., East Valley). The Subbasin is divided into areas of benefit (AOBs). The



CVWD operates the PD-GRF.

West Valley is composed of two AOBs, one managed by CVWD and one by DWA, collectively referred to as the West Whitewater River Subbasin Management Area. The West Whitewater River Subbasin Management Area and the WWR-GRF are jointly managed by CVWD and DWA under the terms of the 1976 Water Management Agreement as revised December 15, 1992 and July 15, 2014. CVWD also operates the PD-GRF, which is located in the City of Palm Desert to replenish the Indio Subbasin's mid-

<sup>1</sup> <https://sgma.water.ca.gov/portal/alternative/print/23>; refer to Section D.

valley area. The East Valley is composed of one AOB (see red dividing line on Figure 2-1); the East Whitewater River Subbasin AOB and the TEL-GRF are managed by CVWD.

In the designated AOBs, groundwater replenishment programs are funded through Replenishment Assessment Charges (RACs) paid by groundwater pumpers (other than minimal pumpers<sup>2</sup>) on a per acre-foot basis; this charge covers applicable costs of importing water and recharging the Subbasin.

#### 2.4.2 Colorado River Water

Colorado River water has been a major source of supply for the Plan Area since 1949 with the completion of the Coachella Canal. The Colorado River is managed and operated in accordance with the Law of the River, which is the collection of interstate compacts, federal and state legislation, various agreements and contracts, an international treaty, a U.S. Supreme Court decree, and federal administrative actions that govern the rights to use of Colorado River water in the seven Colorado River Basin states.



*The Coachella Canal was completed in 1949.*

The Coachella Canal (refer to Figure 2-5) is a branch of the All-American Canal that brings Colorado River water into the Imperial and Coachella Valleys. Initially, water delivered from the Canal was used exclusively for agricultural irrigation. As urban growth increased, other water users (primarily golf courses and homeowners' associations) began using Colorado River water for large landscape irrigation. Use of Canal water for non-potable purposes helps conserve the Coachella Valley's groundwater supply for domestic use.

Water imported via the Coachella Canal is also used at the TEL-GRF and conveyed through the Mid-Valley Pipeline to the PD-GRF for groundwater replenishment. Colorado River water obtained through transfer agreements with MWD is also used at WWR-GRF. As documented in the *Indio Subbasin Annual Report for Water Year 2018-2019* (Indio Subbasin GSAs, 2020), approximately 76 percent of delivered Colorado River water conveyed through the Canal was for agricultural use, about 11 percent was delivered for urban and golf course irrigation uses, and about 13 percent was replenished at TEL-GRF and PD-GRF.

#### 2.4.3 State Water Project

The SWP is managed by DWR and includes 705 miles of aqueduct and conveyance facilities extending from Lake Oroville in northern California to Lake Perris in the south. DWA and CVWD initially contracted for water from the SWP in 1962 and 1963, respectively. CVWD and DWA purchased additional SWP transfers from the Tulare Lake Basin Water Storage District in Kings County and from the Berrenda Mesa Water District in Kern County.

<sup>2</sup> CVWD's enabling legislation defines a minimal pumper as any producer who produces 25 or fewer acre-feet (AF) in any year. DWA's legislation defines a minimal pumper as any producer who produces 10 or fewer AF in any year.

There are no physical facilities to deliver SWP water to the Plan Area. CVWD's and DWA's SWP water is exchanged with MWD for an equal amount of Colorado River water from MWD's CRA.

SWP exchange water (i.e., Colorado River water) is recharged at the WWR-GRF and at the Mission Creek Groundwater Replenishment Facility (MC-GRF) in the Mission Creek Subbasin.

#### 2.4.4 Surface Water

Natural surface water flow in the Plan Area occurs as a result of precipitation and concentrated stream runoff originating from the San Bernardino and San Jacinto Mountains, with lesser amounts originating from the Santa Rosa Mountains. DWA operates stream diversion facilities on Snow, Falls, and Chino Creeks and captures subsurface flow from the Whitewater River Canyon for urban water supply in DWA's service area. Local surface water is also used for agricultural irrigation near Whitewater River.

#### 2.4.5 Recycled Water

Recycled water is a reliable, locally produced and managed water supply. Figure 2-5 shows WRP locations and other wastewater treatment facilities in the Indio Subbasin. Currently, three WRPs provide recycled water for irrigation in the Indio Subbasin. Of these, two recycled water facilities are operated by CVWD (WRP-7 and WRP-10) and the DWA WRP is operated by DWA in cooperation with the City of Palm Springs. Recycled water from WRP-7 is applied to golf courses in the Sun City area and recycled water from WRP-10 is delivered for golf course irrigation and homeowners' association landscaping. The DWA WRP provides tertiary treatment for irrigation of golf courses, parks, and other landscaping in the Palm Springs area.



*WRP-10 provides recycled water to large irrigation customers in the mid-Valley area.*

In addition, a new wastewater treatment plant, to be operated by MSWD, has begun construction in the Garnet Hill Subarea. Upon startup, secondary treated wastewater will be percolated; later, tertiary treatment will be added and the water reused in the Mission Creek Subbasin.

For other wastewater treatment facilities in the region, treated effluent is discharged either to onsite percolation/evaporation ponds or to the CVSC that runs from Indio to the Salton Sea. However, because recycled water is a reliable source and suitable for landscape irrigation in lieu of groundwater pumping, expansion of water recycling facilities is planned (see Chapter 11, *Projects and Management Actions*). Additional water recycling in the region could be gained not only through continuing population growth but also through connecting currently unsewered areas (i.e., some rural portions of the Subbasin and urban areas that use septic tank/leachfield systems to treat and dispose wastewater).

## 2.5 Land Use Planning

The Indio Subbasin GSAs recognize that land use changes can affect water demand in the Plan Area and affect their ability to achieve and maintain sustainable groundwater management over this *Alternative Plan Update's* planning and implementation horizon. To address this challenge, this *Alternative Plan Update* has included the following:

- Description of the *2010 CVWMP Update* population, growth, and demand projections as compared to historical data, followed by update in Chapter 5, *Demand Projections*.
- Description of planning assumptions used to develop water supply projections for the *2010 CVWMP Update* and a comparison of these projections to actual supply used to meet demand, followed by update in Chapter 6, *Water Supply*.
- Assessment of the existing numerical groundwater flow model, followed by an update of its water budgets and calibration to provide a reliable tool for simulation of future conditions in Chapter 7, *Numerical Model and Plan Scenarios*.

Land use development is guided by land use planning agencies, including those of California cities and counties, which are required to prepare General Plans. General Plans must include elements addressing land use, open space, conservation, and housing, among other elements. General Plans may include optional elements relating to capital improvements/public facilities, flood management, and elements regarding water. General Plans are updated through periodic review or are amended with adoption of specific plans that, for example, may provide customized planning for a defined area or a large-scale project.

In addition to cities and counties, other governmental agencies prepare similar general planning documents. Table 2-2 lists the Subbasin's pertinent land use planning agencies and presents information about the latest plan adoptions and coverage of land use planning responsibility.

**Table 2-2. Land Use Planning Agencies**

Agency	General Plan Adoption	Coverage Area
City of Desert Hot Springs	2020	Entire city.
City of Palm Springs	2007; Housing Element updated in 2014; limited update underway	Entire city; city acts as tribe's agent for Agua Caliente Tribal trust lands per land use agreement.
City of Cathedral City	Draft 2019	Entire city; city acts as tribe's agent for Agua Caliente Tribal trust lands per land use agreement.
City of Rancho Mirage	2017	Entire city; city acts as tribe's agent for Agua Caliente Tribal trust lands per land use agreement.
City of Palm Desert	2016	Entire city.
City of Indian Wells	Updated 2013 (Land Use updated 2007); update underway	Entire city.
City of Indio	2019	Entire city.
City of Coachella	2015	Entire city.
City of La Quinta	2013	Entire city.

Agency	General Plan Adoption	Coverage Area
County of Riverside	2015	Unincorporated land; county acts as Tribe's agent for Agua Caliente Tribal trust lands per land use agreement. All other Tribal/Reservation lands excluded.
County of Imperial	2015	2015 unincorporated land; West Shore, Hot Mineral Spa, Bombay Beach.
County of San Diego	2011	Unincorporated land; open space in Coachella Valley.
Agua Caliente Band of Cahuilla Indians	Land Use Ordinance 2013	Tribal trust lands; other lands covered by land use contracts or agreements with cities and Riverside County.
Torres Martinez Desert Cahuilla Indians	Revised 2016	Tribal/Reservation lands.
Cabazon Band of Mission Indians	1983	Tribal/Reservation lands.
Augustine Band of Cahuilla Indians	Not available	Tribal/Reservation lands.
Twenty-Nine Palms Band of Mission Indians	2017	Tribal/Reservation lands.
BLM	2002	California Desert Conservation Area—Coachella Valley Amendment
BLM	2004	Santa Rosa and Santa Jacinto National Monument
USFS	2005	San Bernardino National Forest
USFWS	2013	Coachella Valley National Wildlife Refuge
CDPR	2005	Anza Borrego Desert State Park
CDPR	2002	Mount San Jacinto State Park
CDFW	2015	State wildlife action plan
Coachella Valley Conservation Commission	2008	Coachella Valley conservation areas under Coachella Valley Multiple Species Habitat Conservation Plan

Local land use planning is governed by the plans listed in Table 2-2; general land use designations are listed below.

- **Residential**—Includes hillside, very low, low-, medium-, high-density residential, and mobile home parks
- **Commercial**—Includes general, neighborhood, shopping centers, offices, and resort hotels
- **Mixed Use**—Includes combinations of residential, commercial, and public uses
- **Industrial**—Includes business parks, light industrial, and general industrial
- **Institutional and Public Facilities**—Includes governmental offices, cultural facilities, libraries, museums, schools, hospitals, police and fire stations, utility substations as well as other public or quasi-public administrative offices or meeting spaces
- **Open Space**—Includes parks, natural open spaces, and habitat areas; golf courses, pool areas, and landscaped lands defined as private open space; and natural or man-made watercourses

- **Overlay Areas**—Includes special land use designations that provide standards in addition to those of the underlying land use; typically to protect historical areas or limit development in hazard areas
- **Agricultural**—Includes row and truck crops, nurseries, citrus and date palm groves, vineyards, ranches, poultry farms, and other agricultural related uses

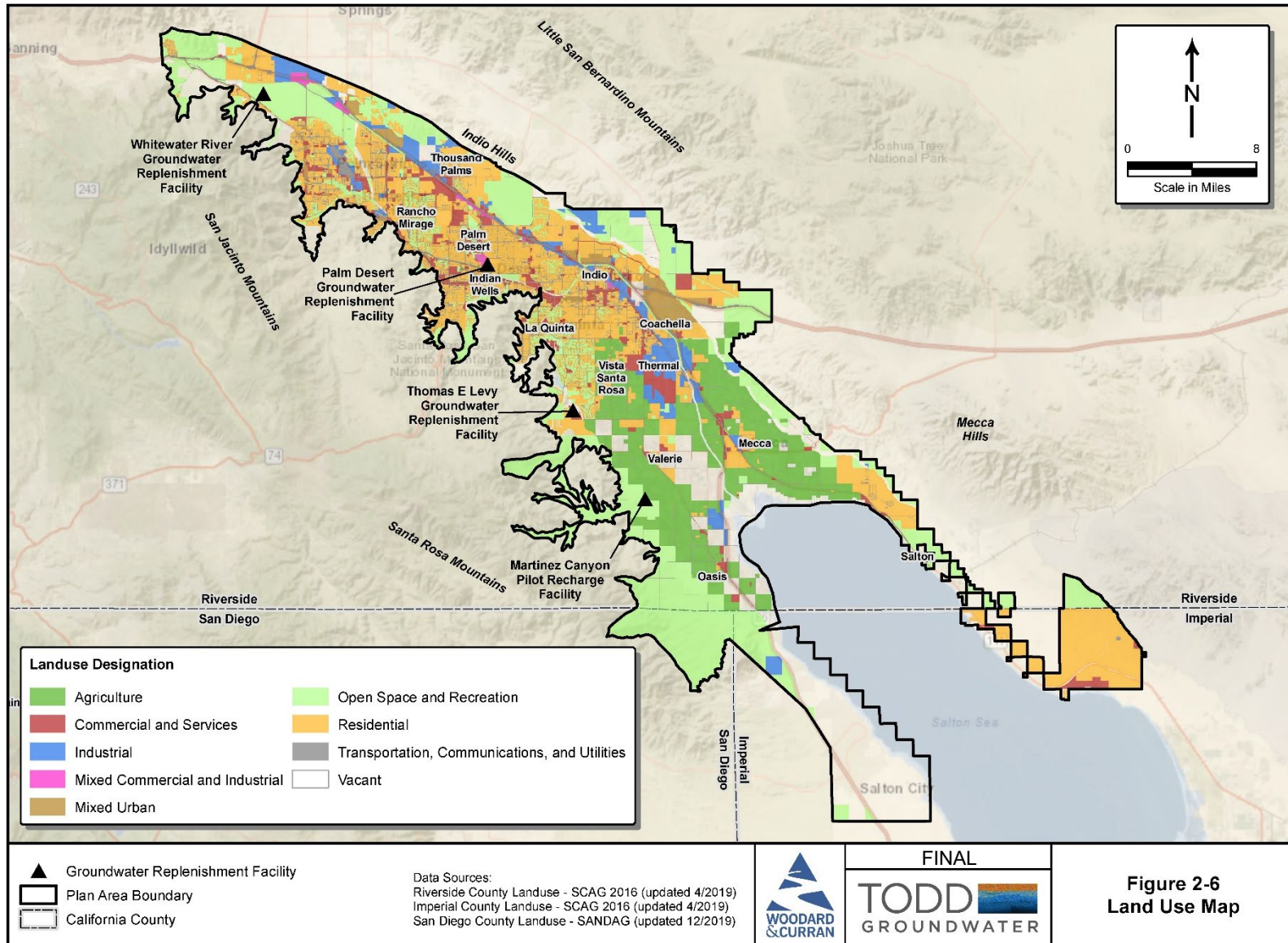
Figure 2-6 shows existing land use in the region. Detailed information about land use patterns and trends was compiled and analyzed to develop water demand projections; this is documented in Chapter 5, *Demand Projections*.

Under SGMA, water supply and land use decision-making policy was amended to require closer coordination and consultation among GSAs and land use approval agencies. SGMA aims to improve water supply planning and management and accommodate projects that may result in increased water supply demand or may impact water resource management. In the Coachella Valley, land use plans and growth forecasts are periodically reviewed by water agencies in conjunction with preparing water management plan updates like this *Alternative Plan Update* and urban water management plans (UWMPs). These activities are consistent with SGMA, which states that close coordination between water agencies and land use approval agencies is vital. SGMA requires water agencies to provide a city or county with its current GSP or Alternative Plan and other relevant information like UWMPs, capital improvements or plans, and descriptions of water supplies and demands (California Water Code Section 65352.5).

Before adopting a General Plan, or any substantial General Plan amendment, planning agencies must review and consider the approved GSP or Alternative Plan and must refer the proposed adoption or substantial amendment to any affected GSA. SGMA also requires that a GSP or Alternative Plan account for the most recent planning assumptions stated in local General Plans.

While nothing specified in SGMA or contained in a GSP can be interpreted as superseding the land use authority of cities or counties, Senate Bill (SB) 610 and SB 221 require that this information should be included in the administrative record that serves as the evidentiary basis for an approval action by a city or county for projects subject to CEQA that are of a specific size. As a result, local water agencies prepare and adopt water supply assessments and written verifications of water supply availability for large developments as required by SB 610 and SB 221.

Figure 2-6. Land Use Map





## 2.6 Disadvantaged Communities

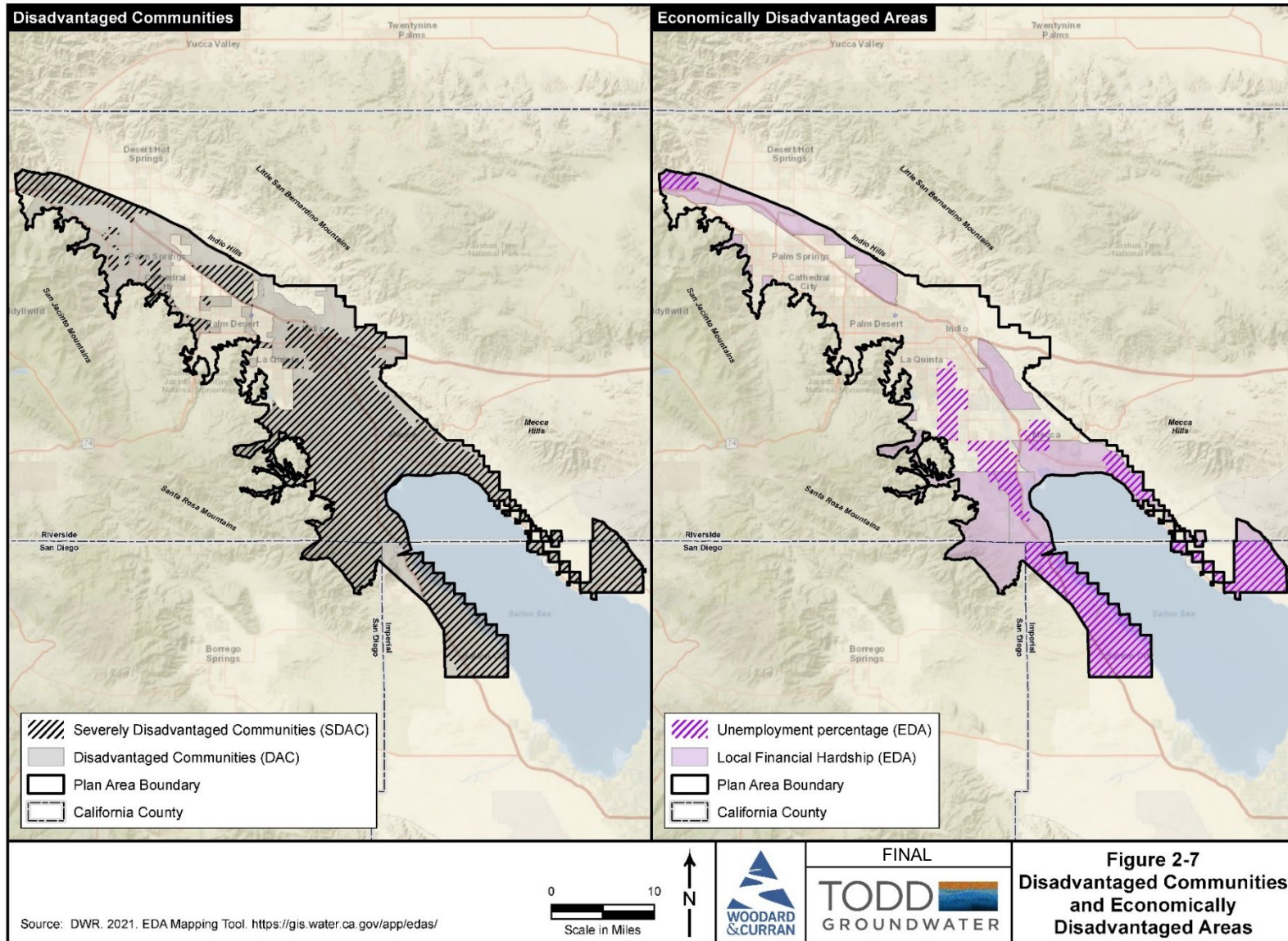
Figure 2-7 shows the extent of disadvantaged communities (DACs), severely disadvantaged communities (SDACs), and economically disadvantaged areas (EDAs) as indicated by unemployment percentage and local financial hardship. DWR maintains two mapping tools for DACs and EDAs with periodic updates based on the American Community Survey (DWR, 2021a and DWR, 2021b). In the Indio Subbasin, these communities are diverse and include farm workers, urban and rural residents, and low-income seniors. Groundwater is the water source, so ensuring that groundwater remains safe and reliable is a priority. Historically, localized water quality issues have included arsenic, chromium-6, nitrates, total dissolved solids, radionuclides, and bacteria (see Chapter 8, *Regulatory and Policy Issues*).

Organizations in the Coachella Valley have interacted and coordinated with DACs (inclusive of SDACs and EDAs) for many years. In 2007, the DAC Planning Group was formed regionally to track the progress of DAC programs under California's Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). Since 2009, the Coachella Valley IRWM Program, which is a partnership among CVWD, CWA, DWA, IWA, MSWD, and Valley Sanitary District (VSD), has engaged in targeted outreach to DACs. The DAC Outreach Program was implemented in 2012 to improve DAC participation in the Coachella Valley IRWM process and has continued to evolve to this day. The *2018 Coachella Valley IRWM/SWR Plan* and the *2020 Colorado River Funding Area Water Needs Assessment* (Colorado River Funding Area Partners, 2020) summarizes known water and wastewater needs of DACs and includes opportunities for future engagement and projects related to system consolidations, education, safe drinking water, and wastewater treatment.

General outreach efforts conducted by the CVRWGMG aim to encourage DAC participation in the Coachella Valley IRWM Program and to ensure that DAC needs and concerns are incorporated into current and future planning documents. The Coachella Valley IRWM Program has also provided increased technical, engineering, and grant support for DACs that apply for IRWM grant opportunities. Through Proposition 84 and the California Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), the IRWM Program has provided millions of dollars to support DAC planning and construction projects.

The DAC Infrastructure Task Force, which is a collaboration between CVWD, non-profit organizations, regulatory agencies, and municipalities, meets bimonthly to secure access to safe affordable drinking water, wastewater, and flood control services in historically disadvantaged Coachella Valley regions through strategic planning, funding procurement, needs assessment, and reporting. This continued, consistent level of outreach over the years has allowed for relationship building with the DAC community.

Figure 2-7. Disadvantaged Communities and Economically Disadvantaged Areas



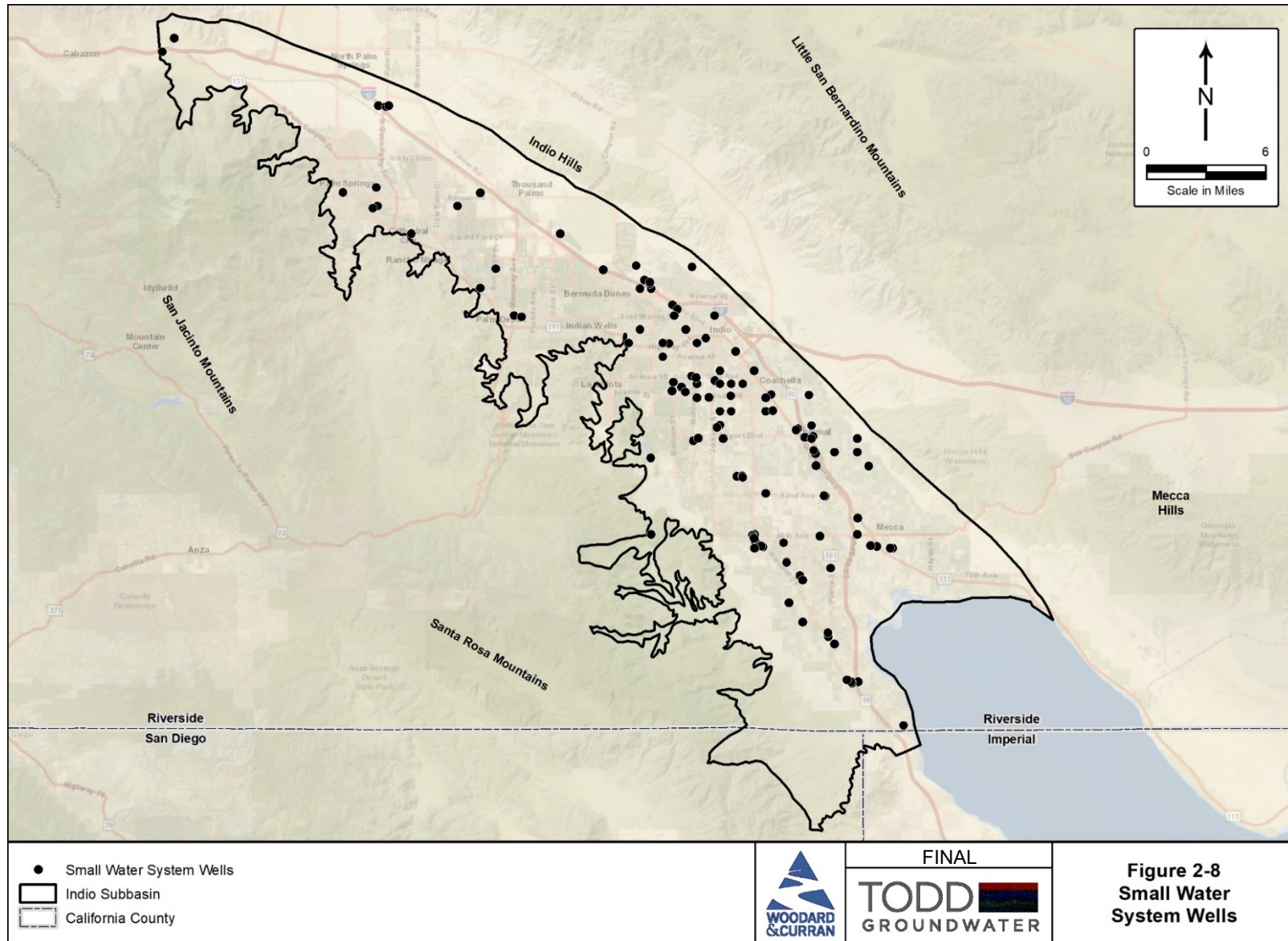
## 2.7 Water Use Sectors

Water use in the Plan Area includes four predominant water user groups: municipal, agriculture, golf, and other. Water demand in the Plan Area is met through a supply combination of groundwater, surface water, and non-potable water, including recycled water and imported Canal water. Major water use sectors and sources are described below; detailed information is provided in Chapter 5, *Demand Projections*.

- **Municipal**—The municipal group includes all water uses related to urban development, including residential, commercial, industrial, and institutional. Municipal water supplies predominantly consist of groundwater in the Plan Area, with some local surface water in portions of the DWA service area and non-potable water (i.e., recycled water and Canal water) for irrigation in the CVWD and IWA service areas. Supplies are generally served by the local water agencies (i.e., CVWD, CWA, DWA, and IWA). In some areas, small public water systems, private pumpers, and private mutual water companies and purveyors supply water in their services areas, with most using groundwater.
- **Golf**—The golf group consists of water uses related to golf course irrigation and maintenance. Golf courses primarily use groundwater from private wells, Canal water, or recycled water. In a few limited areas, golf courses use domestic water supply. Some golf water users also provide water stored in onsite ponds to municipal users (e.g., homeowners' associations) for irrigation.
- **Agriculture**—The agriculture group consists of water uses related to irrigation of crops and agricultural production. Canal water is the predominant agricultural water supply with some surface water use and with groundwater pumped from private wells in areas where Canal water is not available.
- **Other**—The other group consists of water uses related to recreational lakes, fish farms, duck clubs, and planned surf parks. These demands are met using Canal water, potable water, or water pumped from private wells.

In the Plan Area, a number of rural communities are not connected to the GSAs' domestic water system(s). Residents in these communities depend on individual domestic wells or private wells connected to independent small water systems to supply their drinking water. The local groundwater supplies of several small water systems have shown elevated concentrations of arsenic and other constituents that are currently regulated or may be in the near future (e.g., chromium-6). CVWD and CWA are actively pursuing consolidation of small water systems in their domestic service areas. Figure 2-8 shows the locations of small community water systems using wells, which was compiled from DWR's Groundwater Ambient Monitoring and Assessment (GAMA) Program website and cross-referenced with California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) data.

Figure 2-8. Small Water System Wells



## 2.8 Water Resources Monitoring

In general, water resources monitoring addresses climate (i.e., temperature, precipitation, evaporation), streamflow, subsidence, groundwater elevations, surface water and groundwater quality, groundwater pumping, and drain flows. For this *Alternative Plan Update*, water resources monitoring discussions are focused on the Indio Subbasin. Monitoring programs are briefly described below, and Chapter 10, *Monitoring Program*, provides additional information along with recommendations for improvement.

### 2.8.1 Climate

Climate data are available from DWR's California Irrigation Management Information System (CIMIS) for four active CIMIS stations in the Indio Subbasin (Figure 2-9). Precipitation data have been collected for the 12 Riverside County Flood Control and Water Conservation District precipitation monitoring stations, which are also shown in Figure 2-9. Data were used to support groundwater conditions characterization and an evaluation of irrigation water demands for agricultural and golf course uses.

### 2.8.2 Streamflow

USGS measures streamflow at 19 locations in the Indio Subbasin, which are also shown on Figure 2-9. DWA measures surface water diversions from Snow, Falls, Whitewater, and Chino watersheds. Streamflow data are compiled annually to support tracking of Subbasin conditions as part of the Indio Subbasin Annual Reports.<sup>3</sup>

### 2.8.3 Subsidence

USGS, in cooperation with CVWD, has been studying land subsidence in the Coachella Valley since 1997, and recently completed a comprehensive report of findings (USGS, 2020) that documents historical subsidence, plus recent cessation of subsidence and uplift. Figure 2-10 shows the USGS land-subsidence monitoring network, which consists of geodetic monuments used as global positioning system (GPS) stations that can be surveyed repeatedly. This monitoring network has grown over time and currently includes 24 stations. In addition to these stations, interferometric synthetic aperture radar (InSAR) data are available that use radar images from satellites to provide broad spatial mapping of land surface vertical displacement. These InSAR data are used by USGS, as documented in the comprehensive report of findings, and are now also provided by DWR on its SGMA Data Viewer.<sup>4</sup>

### 2.8.4 Groundwater Elevations

Groundwater level monitoring data are available for selected wells in the Indio Subbasin dating back to 1910. Figure 2-11 illustrates the distribution of monitored wells as of water year (WY) 2018–2019, when levels were measured in 345 wells by the Indio Subbasin GSAs as part of their respective groundwater level monitoring programs. As shown, 52 of these wells were monitored by the Indio Subbasin GSAs and MSWD as part of the California Statewide Groundwater Elevation Monitoring (CASGEM) Program. DWR established the CASGEM Program in 2009 to track seasonal and long-term groundwater elevation trends in California's groundwater basins. The CASGEM Program continues today as a tool to support SGMA. In general, elevation monitoring data are used to characterize basin conditions, evaluate pumping and recharge operations, and support groundwater modeling and model calibration.

<sup>3</sup> <https://sgma.water.ca.gov/portal/alternative/print/23>; refer to Section D.

<sup>4</sup> <https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer>

Figure 2-9. Climate and Streamflow Monitoring Stations

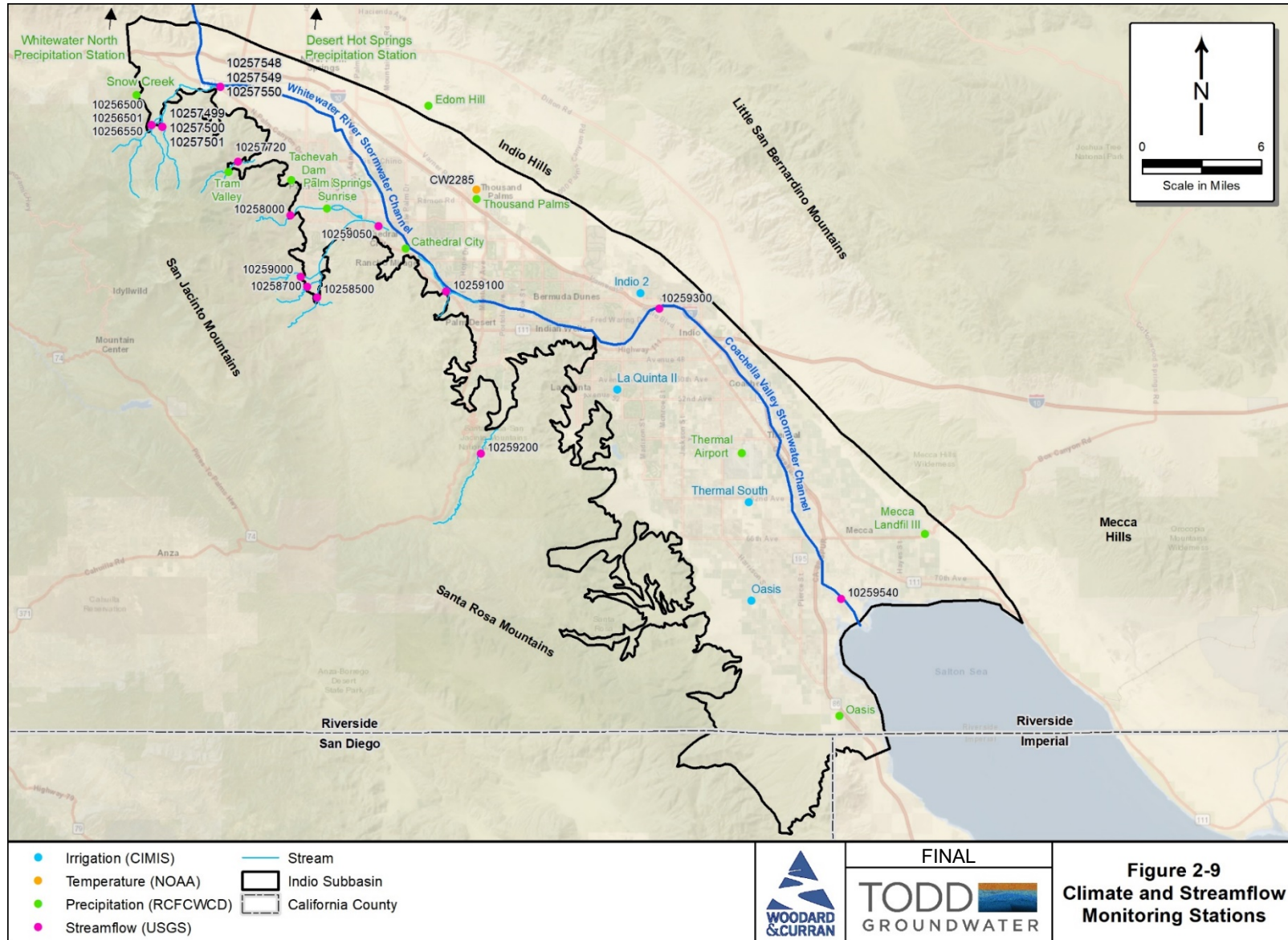


Figure 2-10. USGS GPS Stations and Wells used for Subsidence Monitoring

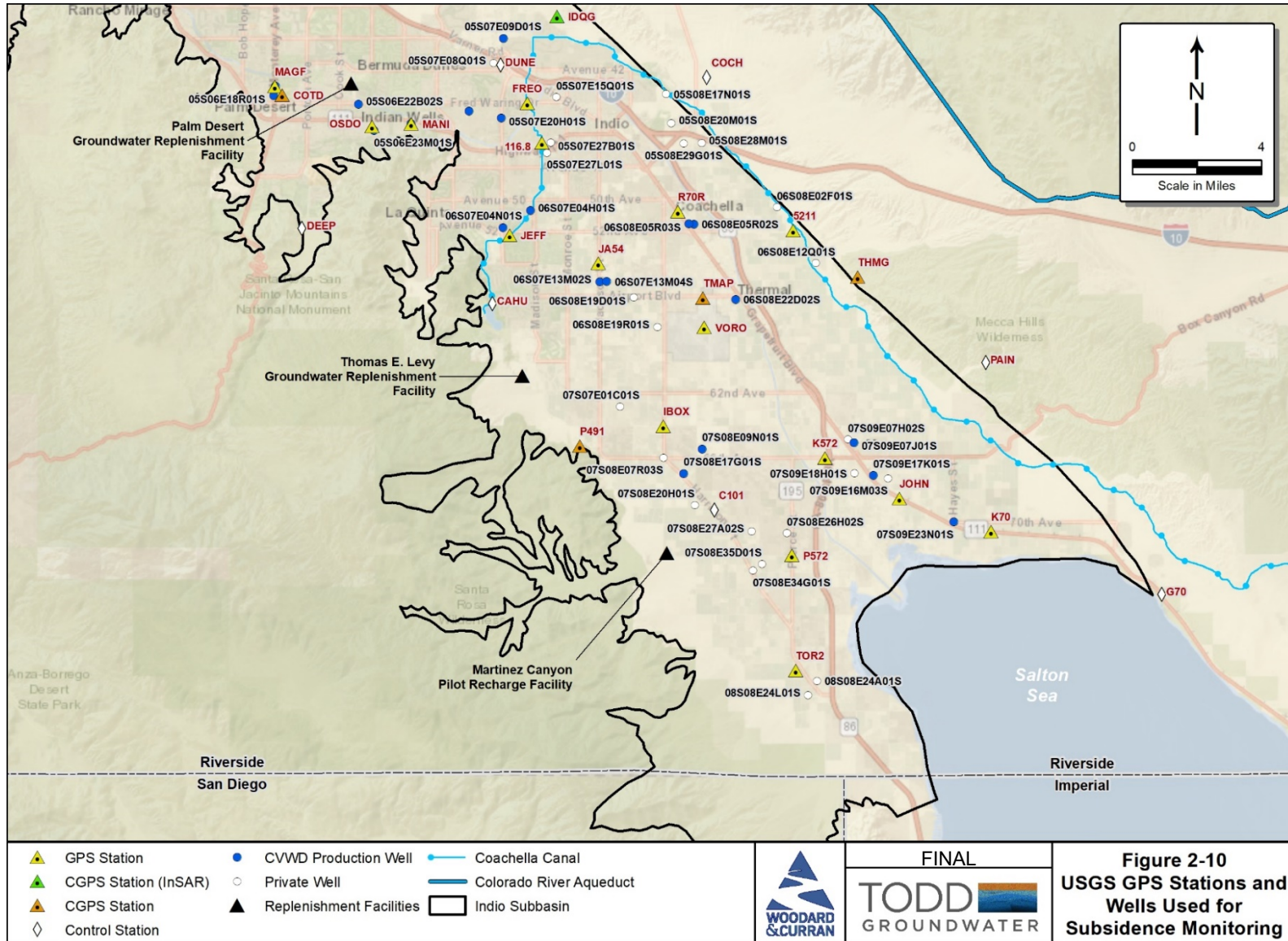
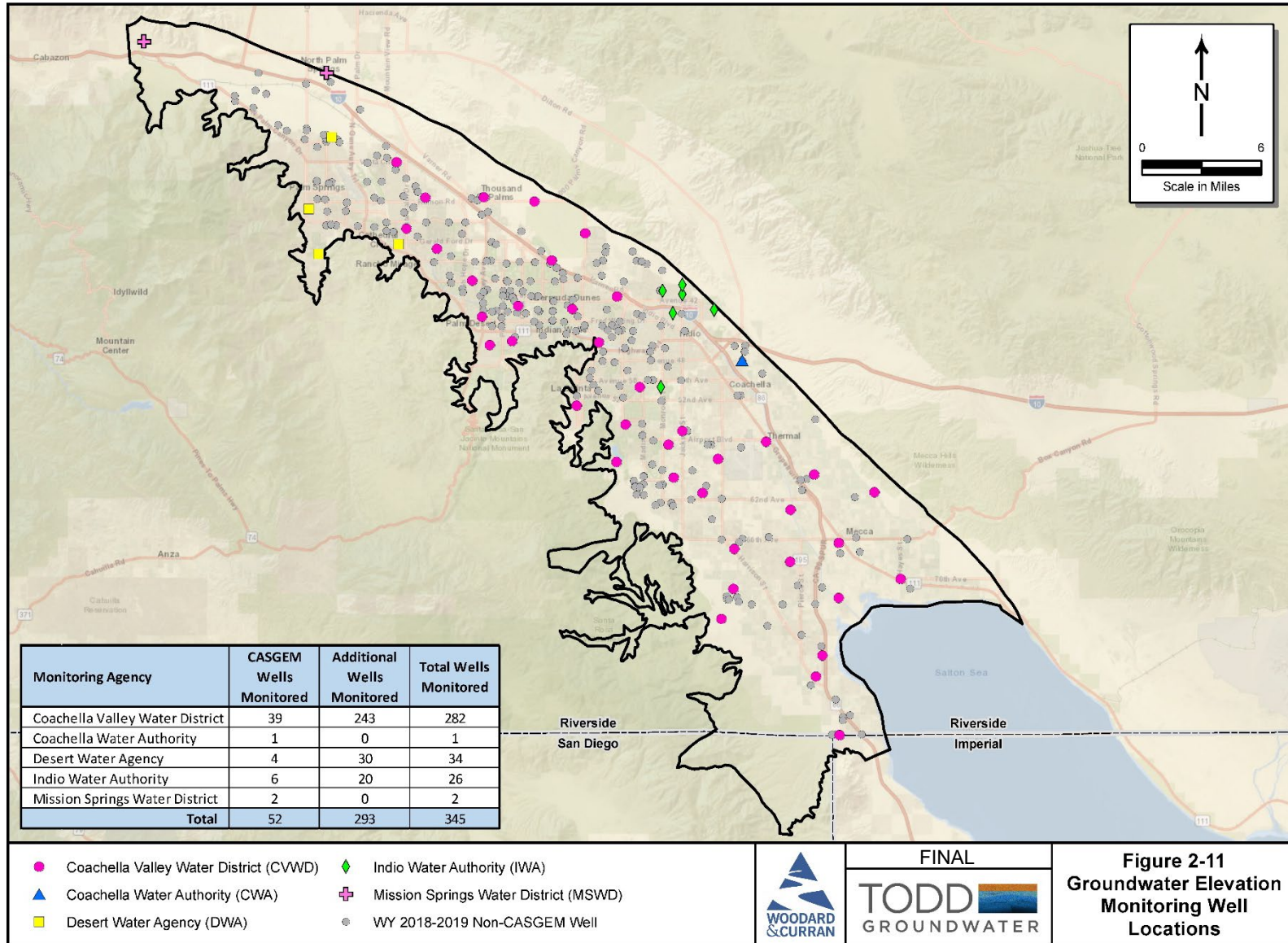


Figure 2-11. Groundwater Elevation Monitoring Well Locations





### 2.8.5 Surface Water and Groundwater Quality

Surface water and groundwater quality monitoring is performed by multiple agencies in the Plan Area. For example, water purveyors are required by State law to monitor and report on the quality of their water sources, and report to each customer and the SWRCB DDW. These data are publicly available on the SWRCB's GAMA Program website. In addition, Tribes monitor water quality in their wells and maintain records; not all these data are publicly available. Local water agencies conduct water quality monitoring as summarized below.

- **CVWD**—CVWD monitors domestic wells and wells to monitor recharge areas, conduct special studies to address a specific parameter (such as chromium-6) or a specific area, and conducts Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) monitoring
- **CWA**—CWA monitors its domestic wells and conducts CV-SNMP monitoring
- **DWA**—DWA monitors streams and its domestic wells, monitors for State emerging contaminants (e.g., per- and polyfluoroalkyl substances [PFASs]), and conducts CV-SNMP monitoring
- **IWA**—IWA monitors its domestic wells and conducts CV-SNMP monitoring

Figure 2-12 shows the locations of groundwater wells with available water quality data examined for characterization of groundwater quality as part of this *Alternative Plan Update* (i.e., wells reporting recent water quality data). These groundwater wells include supply, irrigation, and monitoring wells. These wells include those installed near GRFs and two nested monitoring wells near the Salton Sea that monitor changes in groundwater levels and quality as potential indications of saline intrusion.



*Monitoring wells are sampled by the GSAs for a variety of water quality constituents.*

In 2020, the GSAs – in collaboration with local water and wastewater agencies, RWQCB, and other stakeholders – initiated an update to the 2015 CV-SNMP. The process began with development of a CV-SNMP Groundwater Monitoring Program Workplan that the RWQCB approved in February 2021. The CV-SNMP process also included preparation of a CV-SNMP Development Workplan that the RWQCB approved in October 2021. These two Workplans are included as Appendix 2-A and describe the actions to be undertaken by the GSAs to monitor, evaluate, and protect groundwater quality.

### 2.8.6 Groundwater Pumping

Information about groundwater production is critical to Indio Subbasin management. California Water Code Division 2 Part 5 requires each well owner or operator in the counties of Riverside, San Bernardino, Los Angeles, and Ventura extracting more than 25 acre-feet per year (AFY) of groundwater to file a Notice of Extraction and Diversion of Water with the SWRCB. In addition, the enabling legislation of CVWD and DWA respectively require that all production subject to replenishment assessment must be measured,

and replenishment assessment invoices based on quantities produced are billed monthly or quarterly. The reporting threshold for pumpers within CVWD’s boundary is 25 AFY, while the threshold for DWA is 10 AFY. All production wells exceeding these thresholds are required to have a measuring device capable of measuring and registering the amount of water produced; 550 wells in these areas subject to the replenishment assessment are metered (Indio Subbasin GSAs, 2020). Both CVWD and DWA maintain production records for wells in their respective areas. Figure 2-13 illustrates the distribution of groundwater production wells in the Indio Subbasin.

**2.8.7 Drain Flows**

The CVSC and associated subsurface and open drains receive intercepted shallow groundwater from agricultural fields and convey flow to the Salton Sea. A USGS gage station measures flow in the lower CVSC near the Salton Sea (Figure 2-7), while CVWD measures drain flows at 27 sites on a monthly basis. The CVSC and drain system receive not only shallow groundwater but flows of Canal water in excess of requested deliveries (i.e., regulatory water), treated wastewater, and fish farm effluent. Drain flow data are used to track groundwater outflow and to calibrate the Subbasin’s numerical groundwater flow model.



*CVWD measures drain flows at 27 sites on a monthly basis.*

Figure 2-12. Wells with Water Quality Data Used for Alternative Plan Update

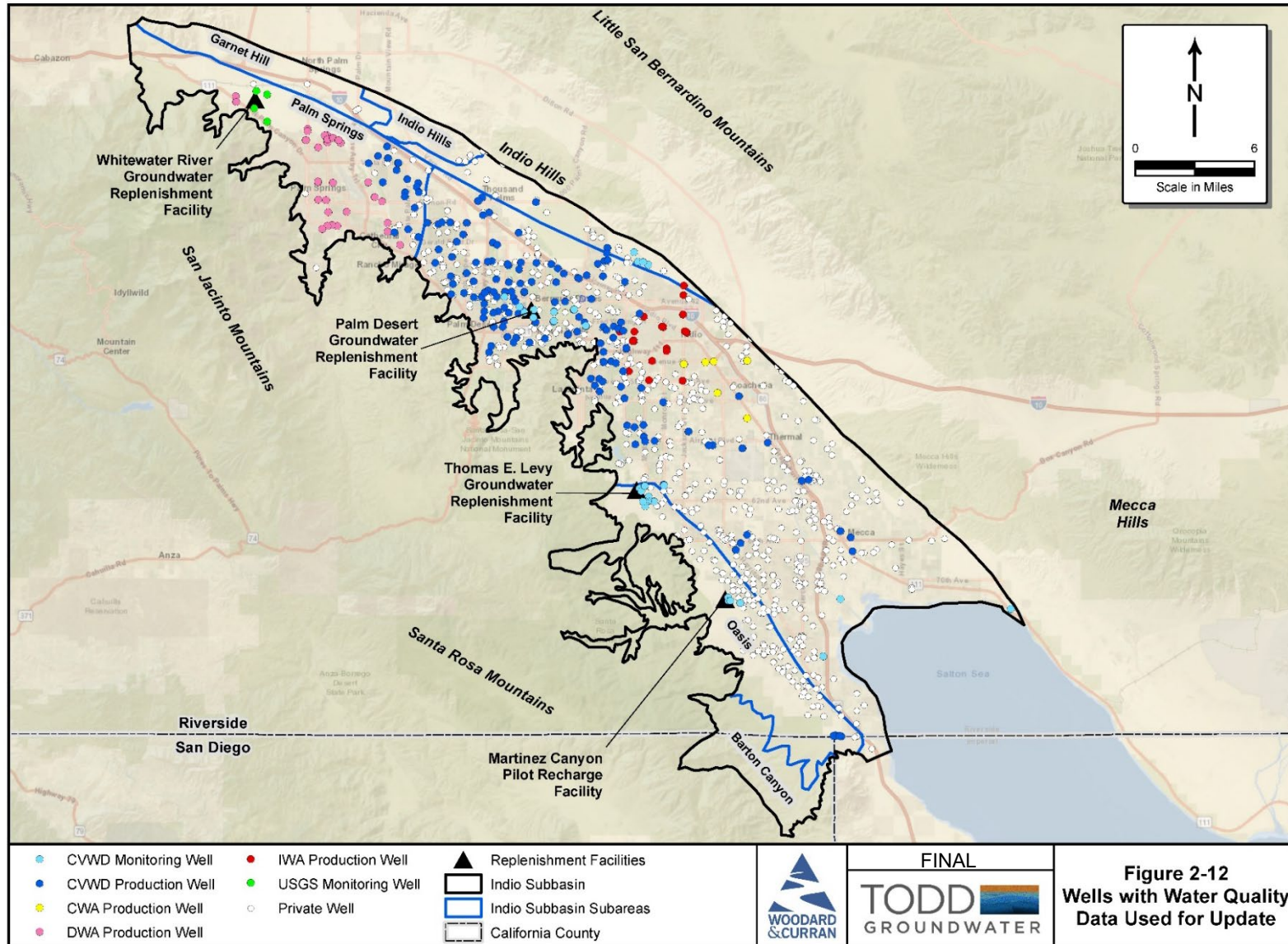
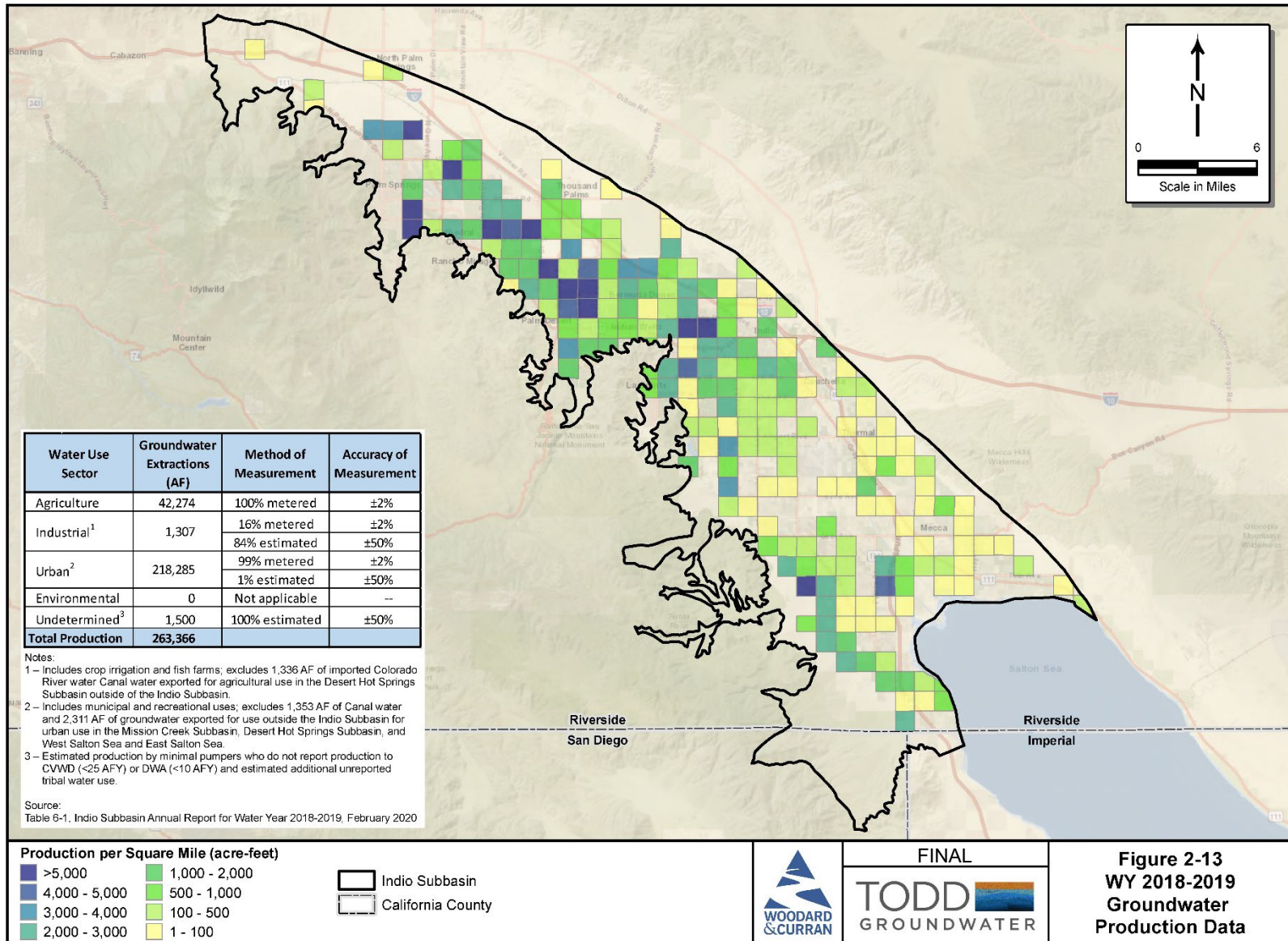


Figure 2-13. Water Year 2018–2019 Groundwater Production



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## CHAPTER 3: HYDROGEOLOGIC CONCEPTUAL MODEL

This chapter describes the Indio Subbasin hydrogeologic conceptual model (HCM), and establishes the Plan Area's geologic framework, including hydrogeologic boundaries, geologic formations and structures, and principal aquifer units. This chapter also summarizes groundwater recharge and discharge areas, describing how and where water flows into and out of the Subbasin. An important aspect of this system is artificial recharge of groundwater (i.e., replenishment), which is conducted at Plan Area groundwater replenishment facilities (GRFs). GRF operation has been critical to halting and reversing groundwater level declines and storage depletion, which are key criteria for sustainability in the Indio Subbasin.

The HCM presented here is a summary of relevant aspects of the Subbasin hydrogeology that influence groundwater sustainability. Chapter 7, *Numerical Model and Plan Scenarios* and Chapter 9, *Sustainable Management*, refer to the technical information summarized here.

### 3.1 Physical Setting

Figure 3-1 shows the extent of the Coachella Valley Groundwater Basin (Basin), which encompasses more than 800 square miles and extends from the San Gorgonio Pass area in the San Bernardino Mountains to the northern shore of the Salton Sea. The Basin is bordered by the San Bernardino Mountains on the north, the San Jacinto and Santa Rosa Mountains on the west, the Little San Bernardino Mountains on the east and Salton Sea on the south. The San Bernardino, San Jacinto, and Santa Rosa Mountains impede eastward movement of storms and create a rain shadow, which results in an arid climate and greatly reduces the contribution of direct precipitation as a source of natural recharge to the Basin. Figure 3-1 also shows the GRF locations.

The Basin is composed of the San Gorgonio Pass, Mission Creek, Desert Hot Springs, and Indio Subbasins (Figure 3-1). The boundary between the San Gorgonio Pass and Indio Subbasins is a bedrock constriction and divide; otherwise, the boundaries between Subbasins within the Basin are generally defined by faults that represent barriers to the lateral movement of groundwater. This discussion focuses on the Indio Subbasin.

The western half of the Indio Subbasin is characterized by an urban resort/recreation-based economy and includes the cities of Palm Springs, Cathedral City, Thousand Palms, Rancho Mirage, Palm Desert, and Indian Wells. The eastern half has a predominantly agricultural-based economy and includes the cities of Indio, Coachella, and La Quinta, along with the unincorporated communities of Mecca, Thermal, and Oasis.

As shown in Figure 3-2, the Indio Subbasin has been described in terms of five Subareas: Garnet Hill, Palm Springs, Thermal, Thousand Palms, and Oasis.

### 3.2 Geologic Setting

The Indio Subbasin is bounded on its northern, northwestern, southwestern, and southern margins by uplifted bedrock; Subbasin sedimentary fill consists of thick sand and gravel sedimentary sequences eroded from the surrounding mountains. Sedimentary infill in the Indio Subbasin thickens from north to south, and depending on location within the Subbasin, is at least several thousand and as much as 12,000 feet thick. The upper approximately 2,000 feet constitute the aquifer system that is the primary source of groundwater supply (DWR, 1979). Figure 3-3 is a geologic map encompassing the Indio Subbasin.

Figure 3-1. Coachella Valley Groundwater Basin and Subbasins

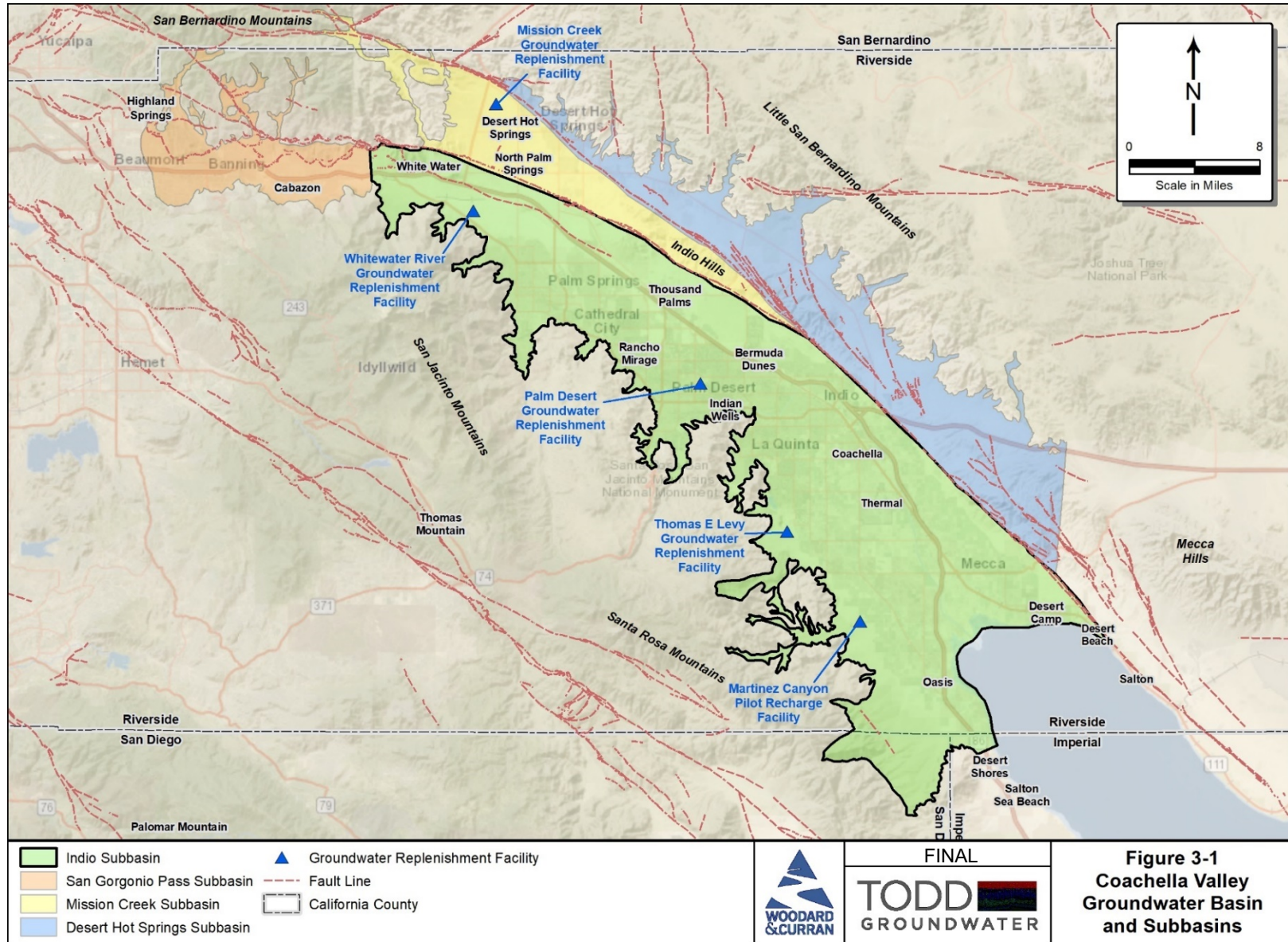
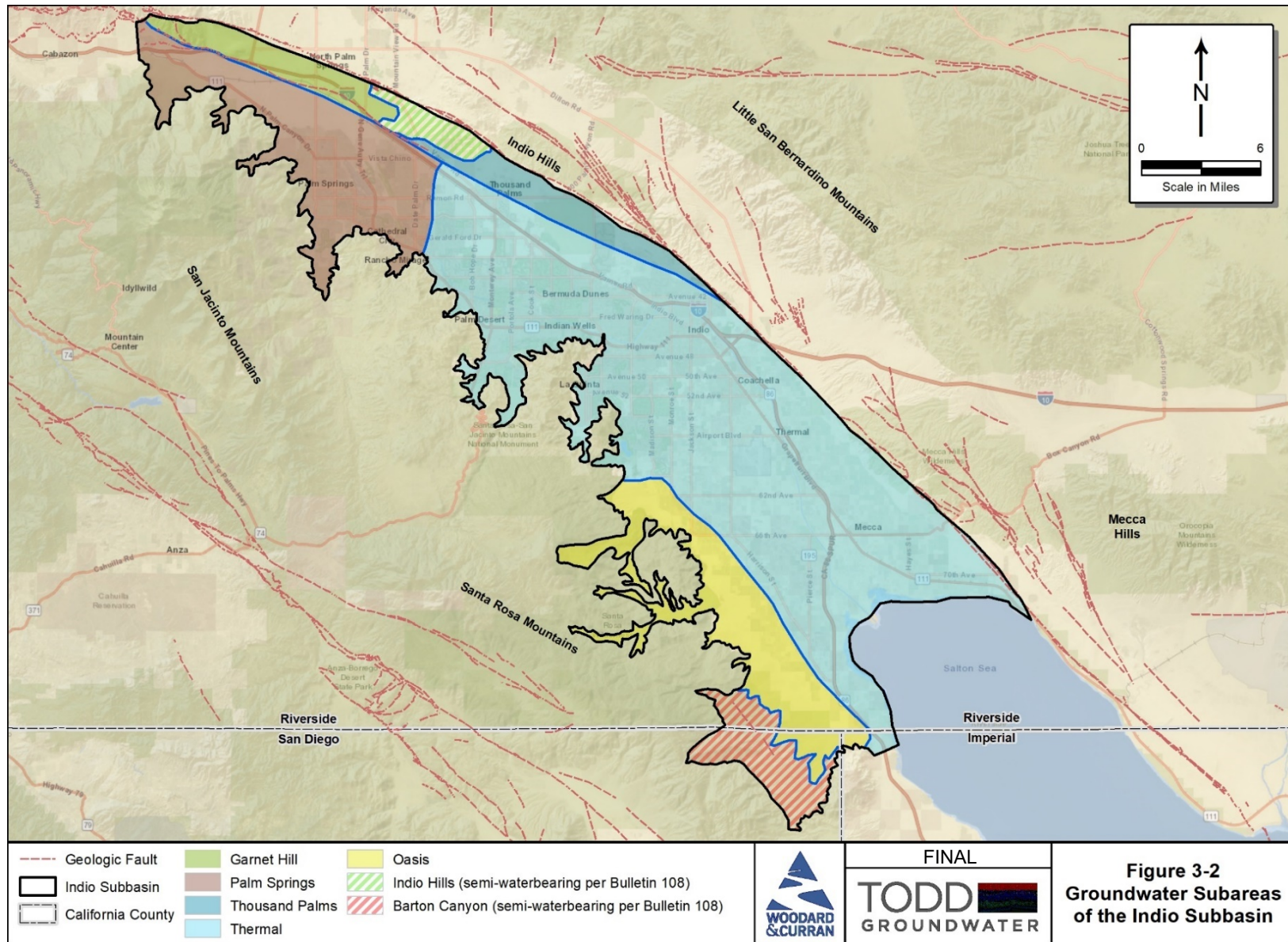


Figure 3-2. Groundwater Subareas of the Indio Subbasin





From about the City of Indio southeasterly to the Salton Sea, the Indio Subbasin is characterized by increasingly thick layers of silt and clay, especially in the shallower portions of the Indio Subbasin. These silt and clay layers are remnants of ancient lakebed deposits and impede the percolation of water applied for irrigation (DWR, 1964).

### 3.2.1 Garnet Hill Subarea

The Garnet Hill Subarea, located between the Garnet Hill Fault and the Banning Fault, is considered part of the Indio Subbasin as defined in DWR's *California's Groundwater: Bulletin 118—Update 2003* (Bulletin 118) (DWR, 2003) and as shown in Figure 3-2. The relative scarcity of wells in the Garnet Hill Subarea limits available geologic information and understanding of groundwater interactions between this Subarea and the adjoining Mission Creek and Indio Subbasins. The 2013 *Mission Creek/Garnet Hill Subbasins Water Management Plan* (CVWD, DWA, and MSWD, 2013) states that groundwater production is low in the Garnet Hill Subarea and is not expected to increase significantly in the future due to relatively low well yields compared to those in the Mission Creek Subbasin. Groundwater levels in the western and central portions of the Subarea show response to large replenishment quantities from the Whitewater River GRF (WWR-GRF), while levels are relatively flat in the eastern portion of the Subarea.



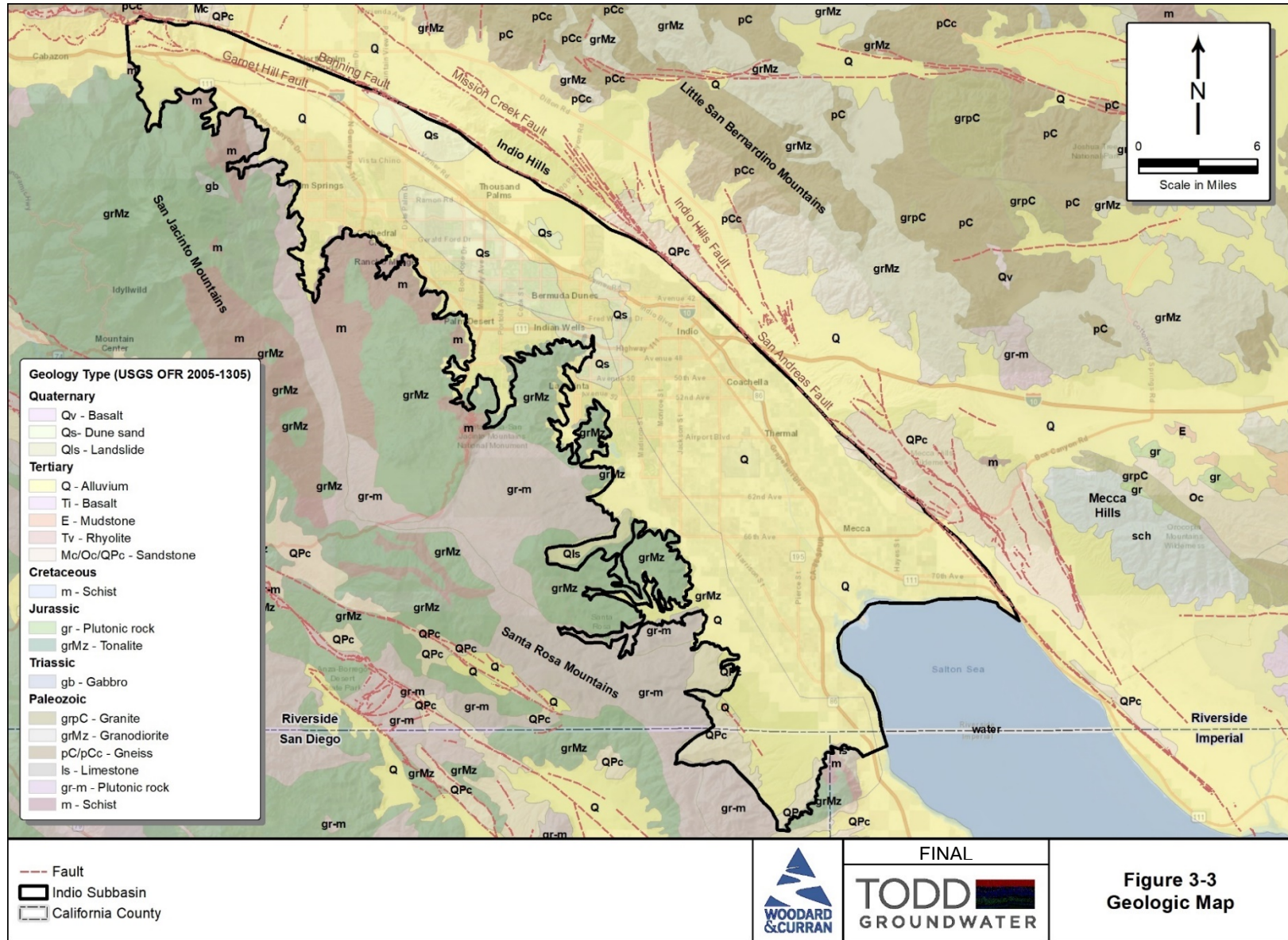
*Water from the Colorado River Aqueduct is conveyed through the Whitewater Hydropower Plant and ultimately feeds WWR-GRF.*

While the Garnet Hill Subarea receives subsurface inflow from Mission Creek Subbasin and some natural recharge from occasional high flows of Mission Creek and other streams, the chemical character of the groundwater and its direction of movement indicate that the main source of inflow to the Subarea comes from percolation associated with the Whitewater River (CVWD, DWA, and MSWD, 2013).

### 3.2.2 Palm Springs Subarea

Located in the northwestern portion of the Indio Subbasin, the Palm Springs Subarea is bounded by the Garnet Hill Fault to the north and the eastern slopes of the San Jacinto Mountains to the south and extends southeast to Cathedral City. Alluvial fan deposits consist of heterogeneous, coarse-grained sediments with a total thickness in excess of 1,000 feet. Although there is no lithologic distinction apparent based on water well driller's logs, the total thickness of recent deposits suggests that Ocotillo Conglomerate underlies recent Fanglomerate deposits at a depth ranging from 300 to 400 feet (DWR, 1964). Substantial natural and artificial recharge (i.e., replenishment) occurs through the thick sequence of coarse sediments in this Subarea.

Figure 3-3. Geologic Map



### 3.2.3 Thermal Subarea

Groundwater in the Palm Springs Subarea moves southeastward into the Thermal Subarea. As shown in Figure 3-2, the division between the Palm Springs Subarea and the Thermal Subarea is near the City of Cathedral City.

Figure 3-4 presents a generalized stratigraphic column of the Thermal Subarea showing local geologic units and groundwater zones. As illustrated, the hydrostratigraphy is characterized by the following:

- A shallow semi-perched and confining zone consisting of recent silts, clays, and fine sands
- An upper aquifer with unconfined (water table) conditions
- A semi-confining aquitard of fine-grained materials
- A lower aquifer with confined and artesian conditions

As shown on Figure 3-4, fine-grained clay deposits of the upper Ocotillo Conglomerate Formation separate the upper and lower aquifers. The clay deposits are not regionally extensive or sufficiently thick enough to completely restrict vertical groundwater flow between the upper and lower aquifer zones and are thus referred to as an aquitard.

The aquitard is absent, and no distinction between the upper and lower aquifer zones occurs, along the southwestern margins of the Thermal Subarea at the base of the Santa Rosa Mountains, such as the alluvial fans at the mouth of Deep Canyon and near the City of La Quinta.

The lower aquifer, composed of Ocotillo Conglomerate Formation, consists of silty sands and gravels with interbeds of silt and clay. The lower aquifer contains the greatest quantity of stored groundwater in the Indio Subbasin. The top of the lower aquifer occurs at a depth ranging from 300 to 600 feet below ground surface (bgs). The thickness of the zone is undetermined, as the deepest wells in the Coachella Valley do not fully penetrate the formation. Available data indicate that the zone is at least 500 feet thick and can be in excess of 1,000 feet thick. The thickness of the aquitard overlying the lower aquifer zone ranges from 100 to 200 feet, although in some areas near the Salton Sea it may be in excess of 500 feet.

Capping the upper aquifer zone in the Thermal Subarea is a shallow fine-grained zone in which semi-perched groundwater occurs (Figure 3-5). This zone consists of recent silts, clays, and fine sands and is relatively persistent southeast of the City of Indio. It ranges from 0 to 100 feet thick and is an effective barrier to deep percolation. The low permeability of the materials southeast of the City of Indio has contributed to irrigation drainage challenges in the area. Semi-perched groundwater has been maintained by irrigation water applied to agricultural lands, necessitating construction of an extensive subsurface tile drain system (DWR, 1964). North and west of the City of Indio, the zone is composed mainly of clayey sands and silts, and its effect in retarding deep percolation is limited.

Figure 3-4. Generalized Stratigraphic Column Thermal Subarea

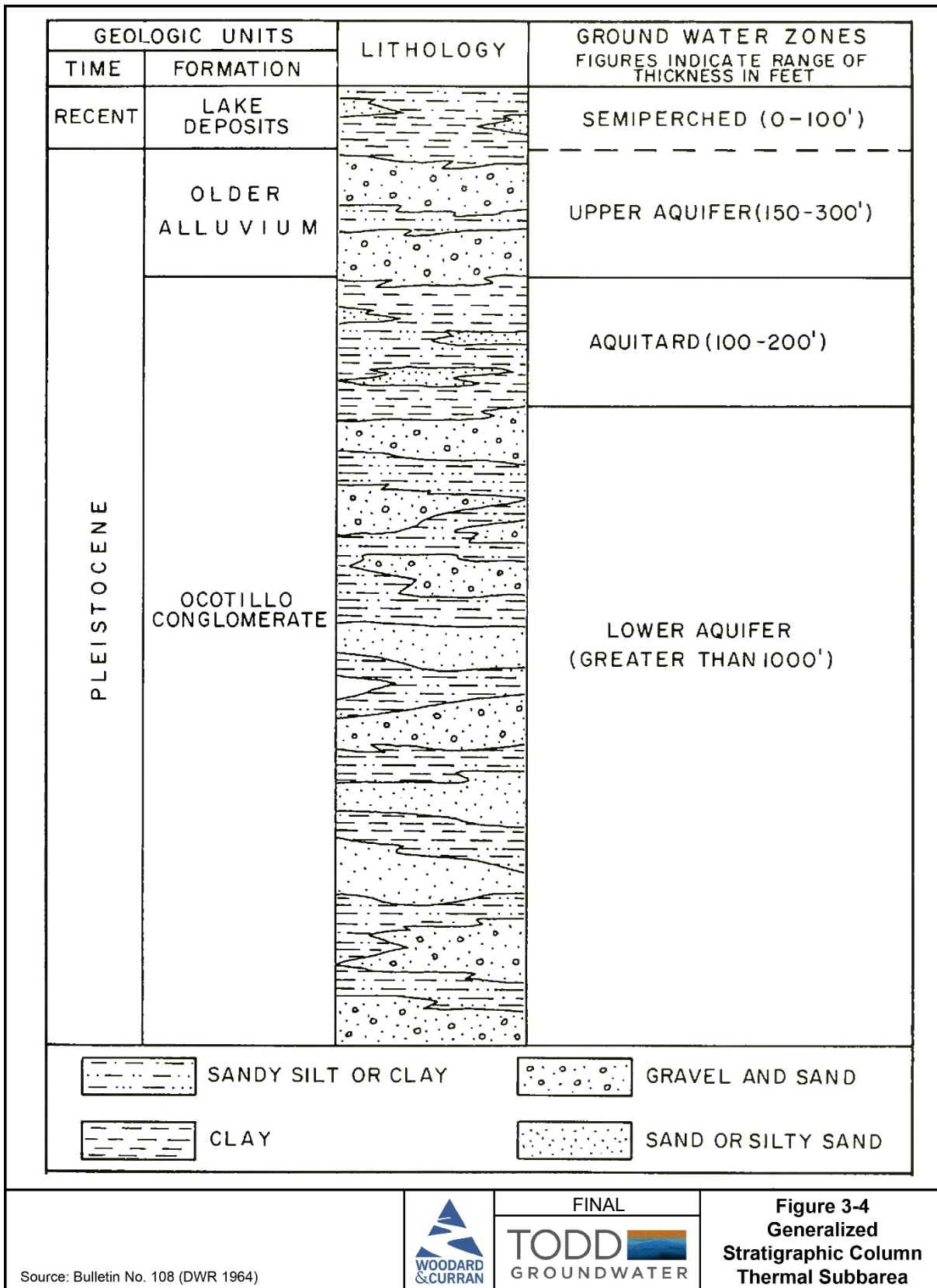
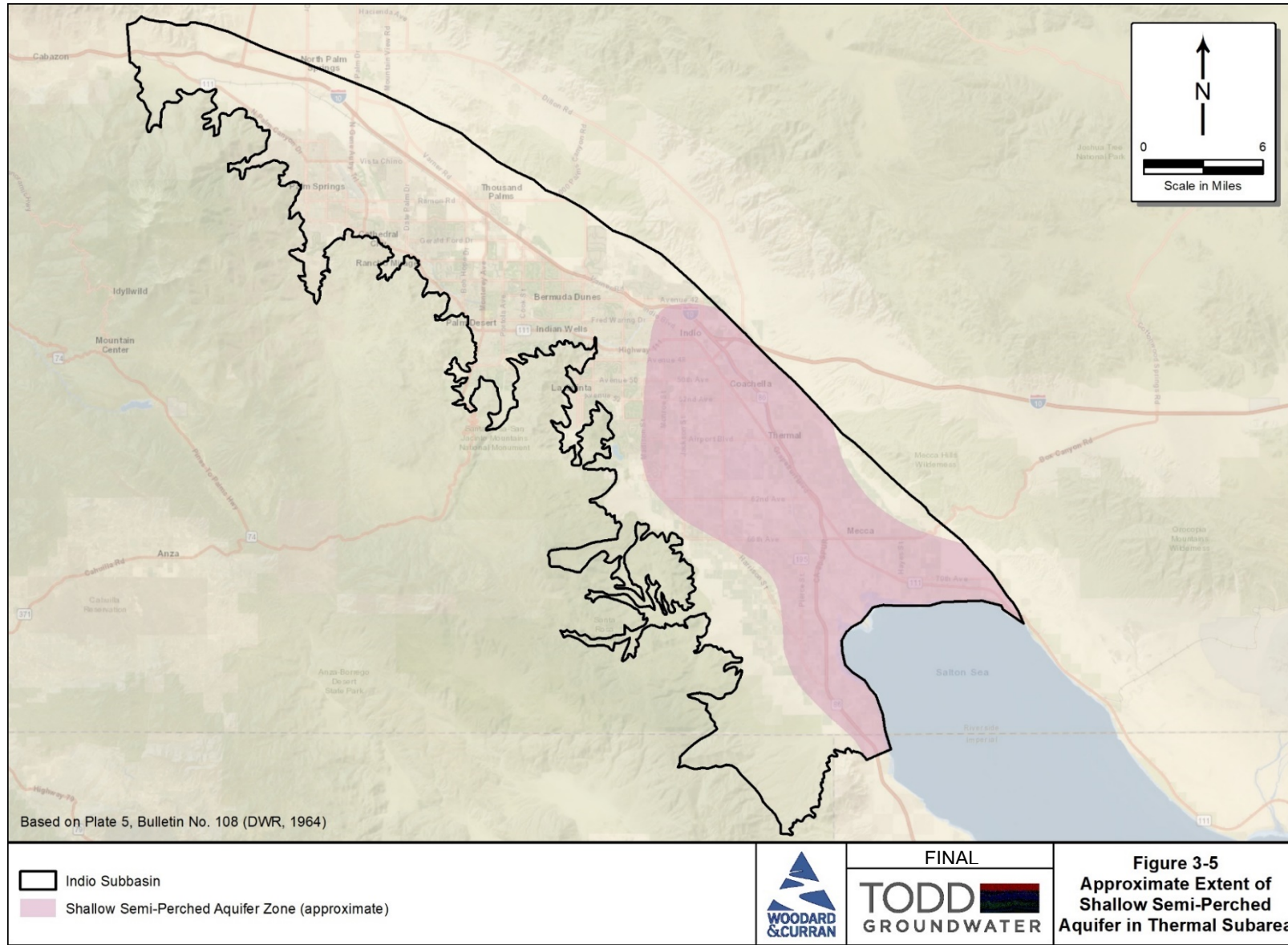


Figure 3-5. Approximate Extent of Shallow Semi-Perched Aquifer in the Thermal Subarea



### 3.2.4 Thousand Palms Subarea

The Thousand Palms Subarea (Figure 3-2) is located along the southwest flank of the Indio Hills and is differentiated from the Thermal Subarea by groundwater quality differences (DWR, 1964). In brief, groundwater in the Thousand Palms Subarea is characterized by sodium sulfate chemistry that is distinct from the calcium bicarbonate water of the Thermal Subarea. The differences in water quality indicate that replenishment to the Thousand Palms Subarea comes primarily from the Indio Hills and is limited in supply. The relatively sharp boundary between chemical characteristics of water derived from the Indio Hills in the Thousand Palms Subarea and groundwater in the Thermal Subarea suggests there is little intermixing between the two Subareas.

The configuration of the water table north of the community of Thousand Palms is such that the generally uniform, southeasterly gradient in the Palm Springs Subarea diverges and steepens to the east along the base of Edom Hill. This steepened gradient suggests the presence of a barrier to groundwater flow in the form of a reduction in sediment permeability or a southeast extension of the Garnet Hill Fault. Gravity surveys by DWR (1964) do not indicate a subsurface fault. Accordingly, the sharp increase in gradient is attributed to lower sediment permeability to the east.

### 3.2.5 Oasis Subarea

Another peripheral zone of unconfined groundwater, with different chemical characteristics from water in the major Indio Subbasin areas, is found underlying the Oasis Subarea that extends along the base of the Santa Rosa Mountains. Water-bearing materials underlying the Subarea consist of highly permeable alluvial fan deposits. Although groundwater data suggest that the boundary between the Oasis and Thermal Subareas may be a buried fault extending from Travertine Rock to the community of Oasis, the remainder of the boundary is a lithologic change from the coarse fan deposits of the Oasis Subarea to the interbedded sands, gravel, and silts of the Thermal Subarea. Little information is available as to the thickness of the water-bearing materials, but it is estimated to be in excess of 1,000 feet.

## 3.3 Faults

The Indio Subbasin is bordered on the southwest by the Santa Rosa and San Jacinto Mountains. The boundaries between Subbasins within the Basin are generally defined by faults that serve as effective barriers to the lateral movement of groundwater. The Indio Subbasin is separated from the Mission Creek Subbasin by the Banning Fault, and from the Desert Hot Springs Subbasin by the San Andreas Fault (Figure 3-3). Both faults represent effective barriers to groundwater flow.

The Garnet Hill Subarea lies between the Garnet Hill and Banning Faults, which act as partially effective barriers to lateral groundwater movement. The Garnet Hill Fault partially impedes groundwater flow from the Garnet Hill Subarea toward the south. This effect is revealed by close inspection of groundwater level information on either side of the Garnet Hill Fault; for example, the groundwater level contour map in the *Indio Subbasin Annual Report for Water Year 2018-2019* (see Figure 3-2; Indio Subbasin GSAs, 2020) shows differences of as much as 220 feet across the Garnet Hill Fault; such elevation differences also are illustrated on the hydrogeologic cross section B-B' (Figure 3-10). The Garnet Hill Fault does not reach the surface and is probably effective as a barrier to lateral groundwater movement only below a depth of about 100 feet (CVWD, DWA, and MSWD, 2013). A comparison of Figure 3-2 and Figure 3-3 indicates that the Palm Springs Subarea is bounded by the Garnet Hill Fault to the north.

### 3.4 Recharge and Discharge Areas

This section identifies groundwater inflows and outflows and describes the respective recharge and discharge areas of the Indio Subbasin. Quantification of the inflows and outflows will be described in more detail in Chapter 4, *Current and Historical Groundwater Conditions* and Chapter 7, *Numerical Model and Plan Scenarios*.

#### 3.4.1 Groundwater Inflows

Sources of inflow (i.e., recharge) to the Indio Subbasin include the following:

- Infiltration of natural inflows through mountain-front and stream channel recharge
- Subsurface inflows
- Artificial recharge of imported water (i.e., replenishment)
- Wastewater percolation
- Return flows from municipal/domestic use, agriculture, golf courses, and other sources

From 2000 to 2019, combined return flows have represented the largest source of recharge in the Subbasin, followed by imported water recharge and natural mountain front and stream channel recharge.

##### 3.4.1.1 Infiltration of Natural Inflows

Precipitation that falls in the San Jacinto, Santa Rosa, and Little San Bernardino Mountains is the primary source of natural recharge in the Indio Subbasin with only minor recharge from precipitation in the Little San Bernardino Mountains. Mountain-front recharge includes subsurface inflow from canyons and surface runoff from minor tributaries along the mountain fronts. The Whitewater River is the major stream channel contributing recharge with additional infiltration along other channels such as Snow and Falls Creeks in the upper valley and several smaller streams in the lower portion of the valley that only flow during wet years. The annual volume of natural recharge varies significantly as the annual volume of precipitation varies widely. During normal and wet years, mountain front recharge from these streams and smaller watersheds percolates into the Subbasin as additional subsurface flow.

##### 3.4.1.2 Subsurface Inflows

Natural inflow to the Indio Subbasin includes subsurface inflow from the San Gorgonio Pass Subbasin through the bedrock constriction, subsurface inflow from the Mission Creek Subbasin across the Banning Fault, and subsurface inflow from Desert Hot Springs Subbasin across the Banning and San Andreas Faults. In addition, subsurface inflow occurs from beneath the Salton Sea to deep zones in the Indio Subbasin.

##### 3.4.1.3 Artificial Recharge of Imported Water (Replenishment)

Artificial recharge is accomplished as follows:

- In the western portion of the Indio Subbasin at the WWR-GRF
- In the mid-valley at the Palm Desert Groundwater Replenishment Facility (PD-GRF)
- In the eastern portion of the Indio Subbasin at the Thomas E. Levy Groundwater Replenishment Facility (TEL-GRF) (formerly the Dike 4 Recharge Facility)

The source of replenishment water for the WWR-GRF is State Water Project (SWP) exchange water (i.e., water exchanged for Colorado River water via the Colorado River Aqueduct [CRA]), while the source of replenishment water for the Palm Desert GRF (PD-GRF) and Thomas E. Levy GRF (TEL-GRF) is Colorado River water via the Coachella Canal (Canal).

#### 3.4.1.4 Wastewater Percolation

The urban portions of the Indio Subbasin are served primarily by municipal sewer systems that convey wastewater to municipal wastewater treatment plants. A portion of the treated wastewater that is not recycled and reused or discharged to the Coachella Valley Stormwater Channel (CVSC) is disposed to percolation/evaporation ponds.

#### 3.4.1.5 Return Flows from Use

Deep percolation of water applied to agricultural fields, golf courses, and urban landscapes represents a major inflow to the groundwater system and is referred to as irrigation return flow. In addition to the wastewater percolation that occurs at wastewater treatment ponds, some inflow occurs from septic tank/leachfield systems that are used to treat and percolate wastewater. These are grouped with return flows because they are individually small and distributed across rural portions of the Indio Subbasin and a few urban areas without access to sewer systems. There are also some septic systems in areas with access to sewer services that have not connected.

### 3.4.2 Groundwater Outflows

Indio Subbasin groundwater outflows consist of the following:

- Groundwater pumping
- Subsurface and drain flows to Salton Sea
- Evapotranspiration (ET)

#### 3.4.2.1 Groundwater Pumping

Groundwater pumping is the largest component of outflow from the Indio Subbasin. Groundwater is pumped for agricultural, municipal, golf course, and other beneficial uses within the Indio Subbasin; additional groundwater is pumped from the Indio Subbasin and exported for use within the Plan Area in adjacent Subbasins.

#### 3.4.2.2 Subsurface and Drain Flows to Salton Sea

In the eastern Indio Subbasin, the confining unit of the upper aquifer impedes deep percolation of applied water, resulting in saturated soil conditions that reduce agricultural productivity. In the 1930s, a network of open drainage ditches was constructed to alleviate this condition. Subsurface (i.e., tile) drainage systems were installed to control high water table conditions and to intercept higher salinity, shallow groundwater. The CVSC and associated drains receive intercepted shallow groundwater from agricultural fields and convey flows to the Salton Sea. The CVSC and drain system also receive flows of Canal water that exceed requested deliveries (i.e., regulatory water), treated wastewater, and fish farm effluent.

Historically, with relatively high groundwater levels, groundwater naturally flowed toward the Salton Sea. With groundwater level declines in the southeastern Indio Subbasin, the rate of outflow to the Salton Sea decreased. Since about 2015, groundwater level increases have resulted in restoration of net outflow of groundwater to the Salton Sea (see Section 7.2.5).

#### 3.4.2.3 Evapotranspiration

Prior to development, water outflow through ET was significant above the semi-perched aquifer in the southeastern portion of the Coachella Valley. As native landscapes were converted to agriculture,



groundwater outflow to ET decreased. Additionally, a portion of the imported water used for groundwater replenishment and/or disposed as wastewater is lost to evaporation.

### 3.5 Hydrogeologic Cross Sections

Seven hydrogeologic cross sections were developed to illustrate hydrogeologic conditions across the Indio Subbasin. Figure 3-6 shows the locations of the cross sections along with the GRF locations. Cross sections A-A', A'-A'', and A''-A''' (Figures 3-7 through 3-9) form a contiguous 50-mile cross section oriented along the central longitudinal axis of the Indio Subbasin, starting in the San Gorgonio Pass Subbasin in the northwest and ending at the northern shore of the Salton Sea in the southeast.

#### 3.5.1 Longitudinal Cross Sections

Cross Section A-A' (Figure 3-7) runs along the axis of the Indio Subbasin from the San Gorgonio Pass Subbasin to just southeast of Date Palm Drive in Cathedral City in the Palm Springs Subarea. Permeable sands and gravels comprise most of the Subbasin deposits with smaller lenses of fine sand and clay, which increase in frequency to the southeast. Depth to bedrock (bottom of Subbasin) is about 1,400 feet at the northwest edge and increases to the southeast, where depths to bedrock are greater but known only to the extent that depth to bedrock exceeds the maximum depth of local wells.

The Figure 3-7 legend indicates use of two different groundwater elevation sources. The solid triangle indicates the water year (WY) 2018-2019 groundwater elevation, which was derived from contours shown in *Indio Subbasin Annual Report for Water Year 2018-2019* (Indio Subbasin GSAs, 2020). Subsequently, the U.S. Geological Survey (USGS) has installed three new wells in the area at the northwest end of the cross section where groundwater monitoring points had been sparse. To provide a more accurate depiction of groundwater elevations in this area, groundwater elevations measured in 2019 in the three new wells were used; these are denoted in the legend as “measured 2019 groundwater elevation data from wells projected onto the section,” and are shown as open triangles. This new information provides a more accurate depiction of groundwater levels in an area characterized by substantial changes over short distances in ground surface elevation, groundwater levels, and depth to bedrock.

Groundwater flow is from northwest to southeast and groundwater elevations range from greater than 1,100 feet above mean sea level (msl) near the San Gorgonio Pass Subbasin to about 500 feet above msl near the southeast end of the section. Groundwater elevations and gradients are strongly influenced by groundwater replenishment activities at WWR-GRF.

Cross Section A'-A'' (Figure 3-8) runs along the axis of the Subbasin continuing the A-A' cross section through the northwest portion of the Thermal Subarea. Increasing fine sands and clay lenses are noted when compared with cross section A-A'. The approximate boundary between the upper and lower aquifer is illustrated on the cross section. As illustrated, depths to bedrock are greater than 1,300 feet based on maximum well depths.

Cross section A''-A''' (Figure 3-9) runs along the axis of the Subbasin continuing the A'-A'' cross section through the northwest portion of the Thermal Subarea to the Salton Sea. Increasing fine sands and clay lenses are noted when compared with cross section A'-A''. The approximate boundary between the upper and lower aquifer is illustrated in the cross section. Depths to bedrock are greater than 1,500 feet based on maximum well depths.

Groundwater flow is from northwest to southeast and groundwater elevations range from nearly 1,200 feet above msl at the northwest end of the Subbasin to at or above the ground surface (at about 240 feet below msl) at the southeast end of the Subbasin. The extent of artesian conditions is shown on Figure 3-9.

Overall, these longitudinal cross sections document a down-valley progression of alluvial sediment from predominantly sand and gravel to increasing fine sands with limited clay lenses and then to the clay-dominated sediments at the Salton Sea. Highlights of this evaluation are summarized below.

- With the significant thickness of coarse sediments and depth to groundwater, the northwestern portion is the primary forebay area for substantial groundwater recharge, including artificial recharge at WWR-GRF.
- The middle portion is transitional, with increasing fine sand and silt and more clay lenses, recognition of upper and lower aquifers, and decreasing depth to groundwater.
- The distal portion shows a progression to predominant clay, the clear definition of upper and lower aquifers, and shallow groundwater and artesian conditions that would indicate Subbasin discharge under natural conditions.

Figure 3-6. Cross Section Locations

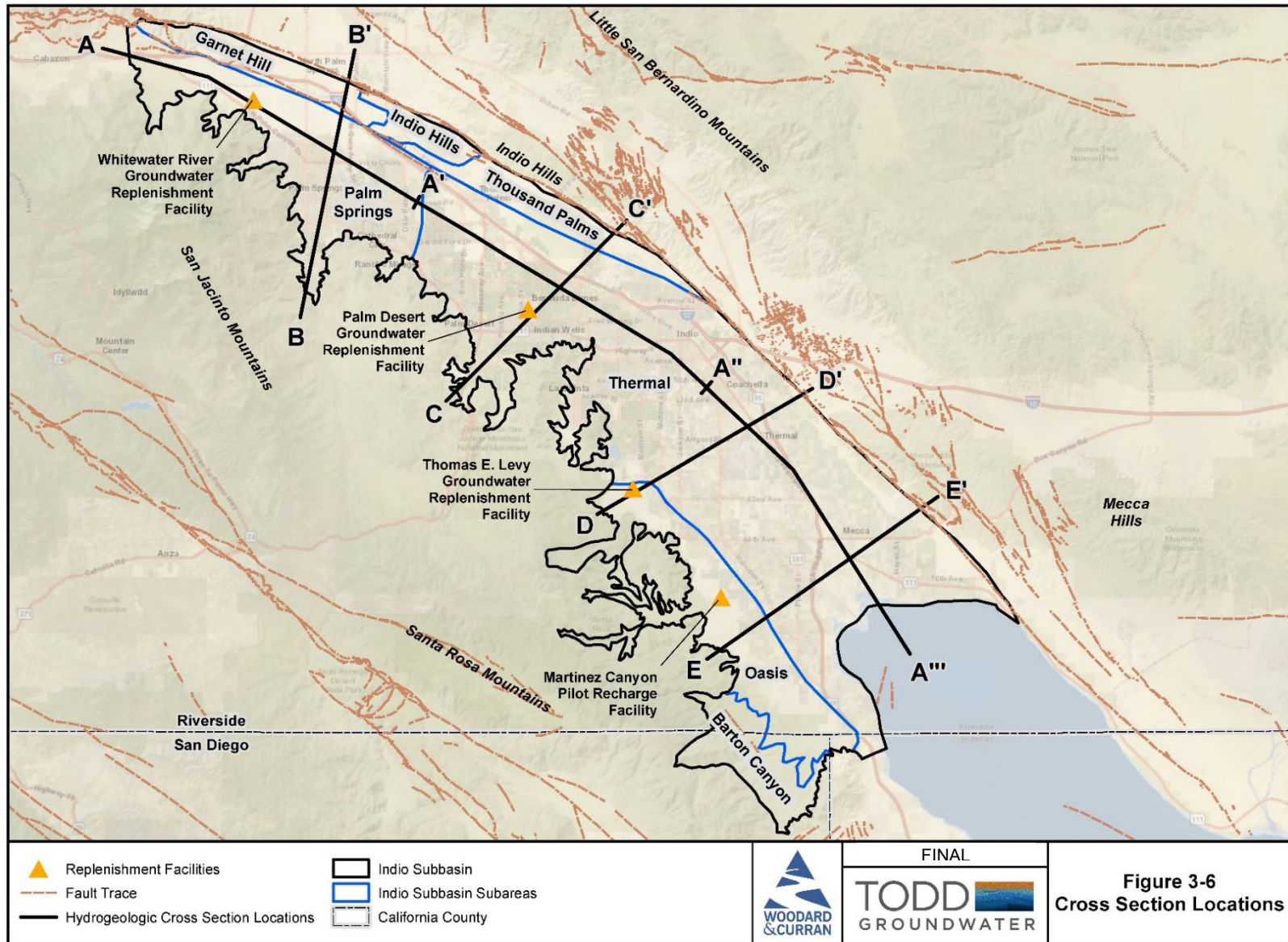


Figure 3-7. Cross Section A to A'

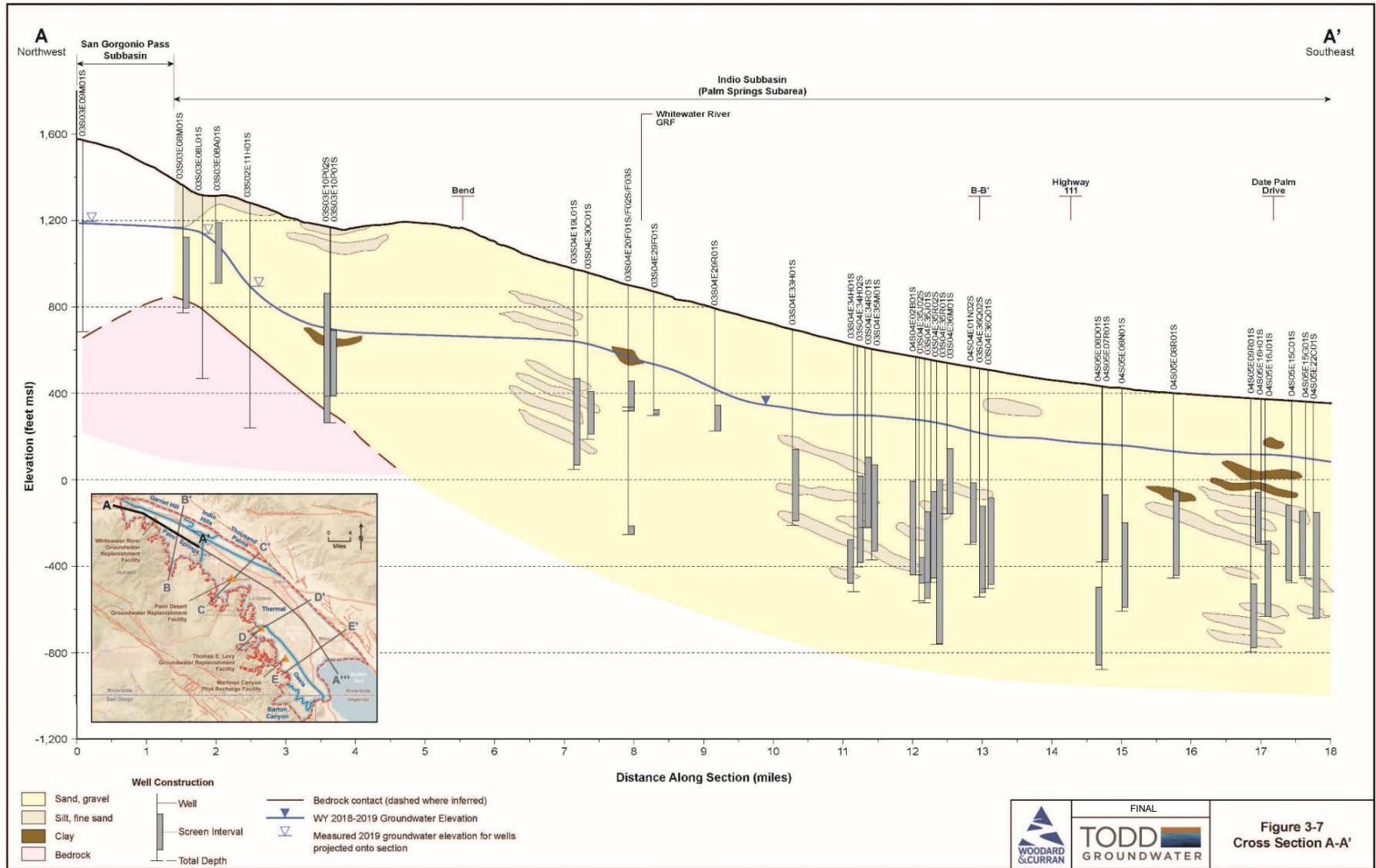


Figure 3-8. Cross Section A' to A''

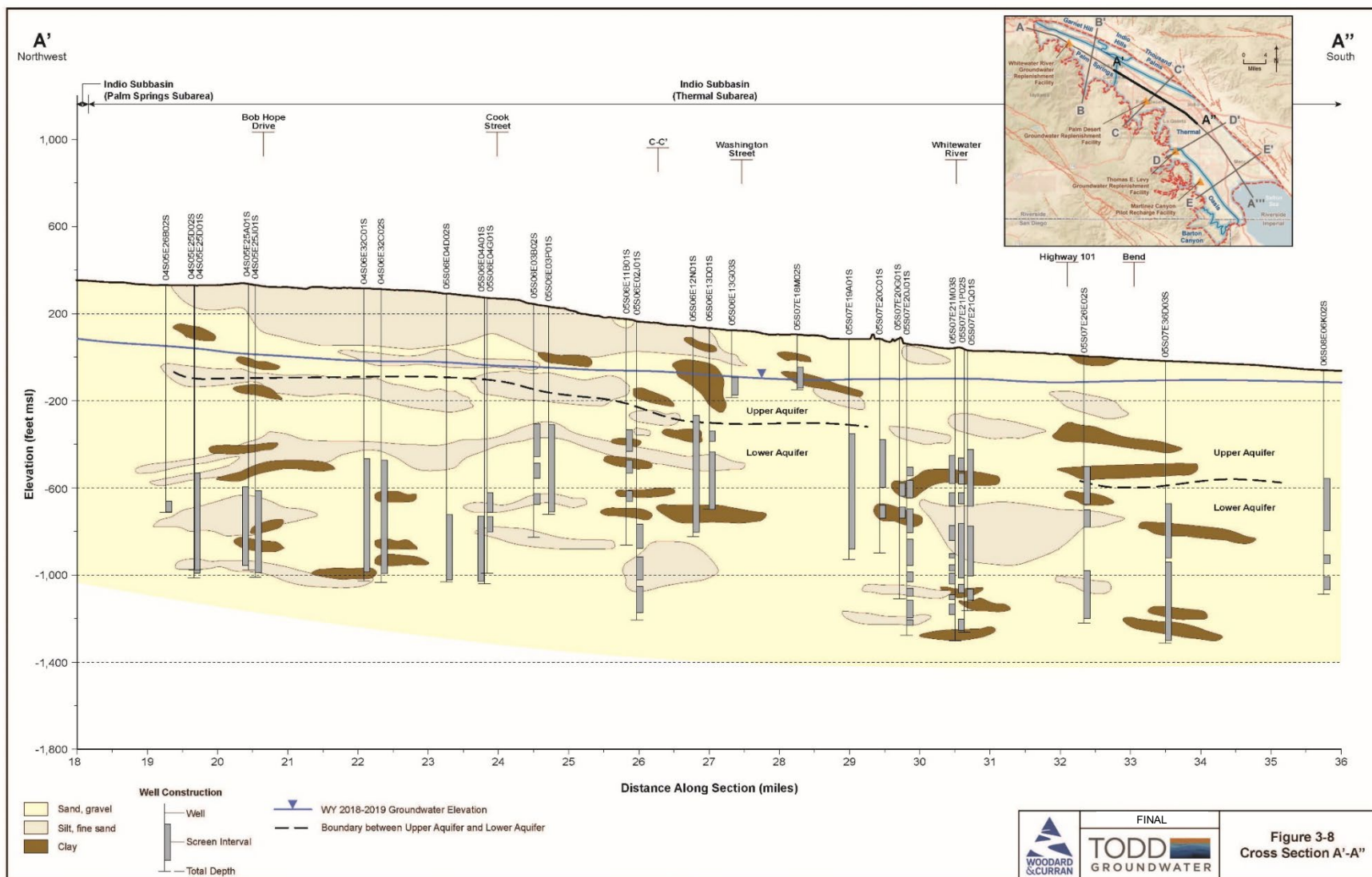
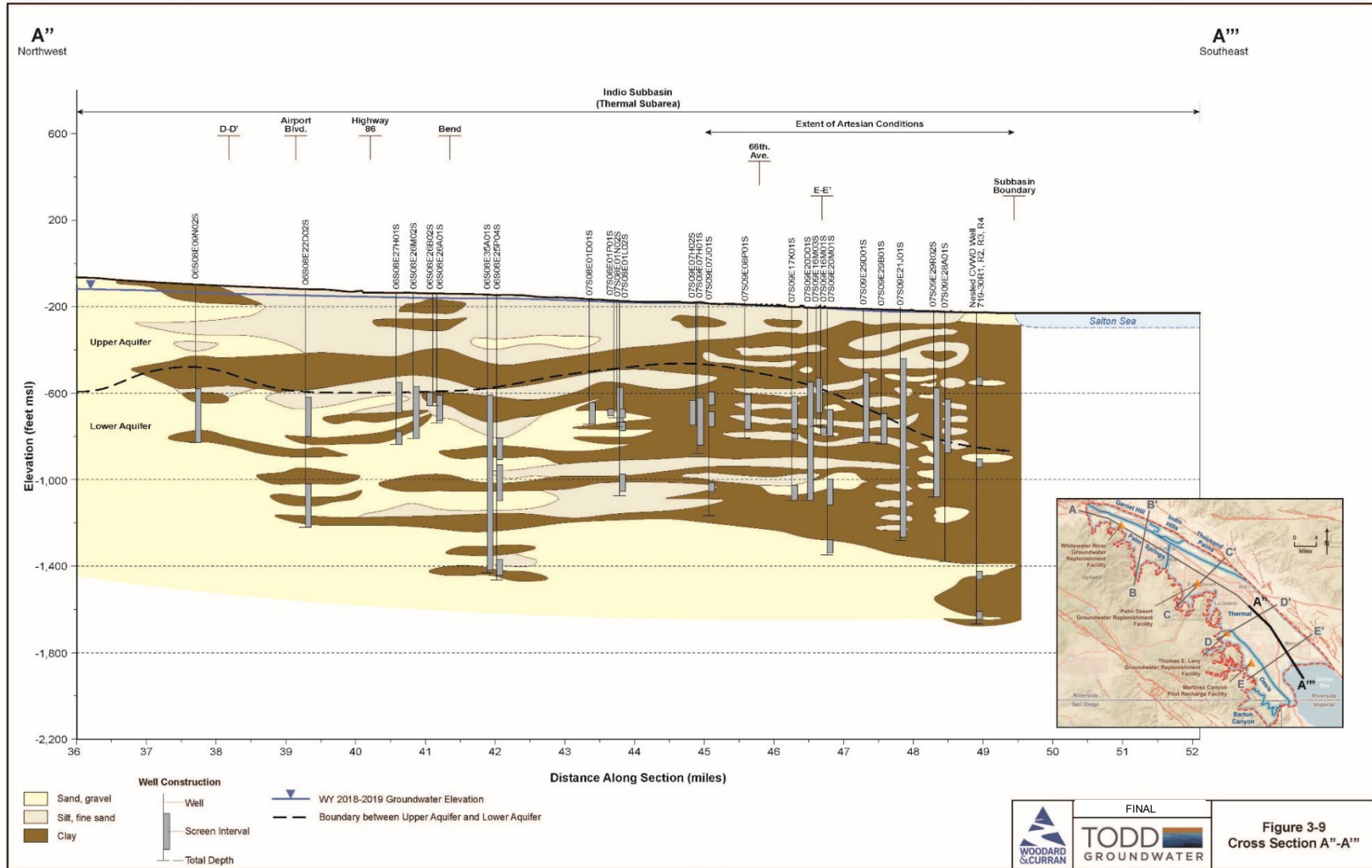


Figure 3-9. Cross Section A'' to A'''



### 3.5.2 Perpendicular Cross Sections

Cross sections B-B', C-C', D-D', and E-E' (Figures 3-10 through 3-13) were constructed perpendicular to the main axis of the Indio Subbasin. Collectively, these cross sections incorporate hydrogeologic information from the five main Subareas of the Indio Subbasin except the Indio Hills and Barton Canyon Subareas, which are semi-water bearing and generally lack subsurface information. The Subbasin bottom is not well defined but extends beyond the maximum depth of groundwater wells drilled in the Indio Subbasin (i.e., 1,500 feet).

Cross section B-B' (Figure 3-10) runs roughly north-south intersecting cross section A-A'. Cross section B-B' crosses the Palm Springs Subarea in the south and the Garnet Hill Subarea and the Mission Creek Subbasin in the north. Cross section B-B' shows sands and gravels with fine sand and clay lenses, with deposits thickening toward the center of the Indio Subbasin. Displacements of geologic materials along the Garnet Hill and Banning Faults are shown in Figure 3-10. These faults provide the boundaries between the Palm Springs and Garnet Hill Subareas of the Indio Subbasin and between the Indio and Mission Creek Subbasins. Cross section B-B' is roughly perpendicular to the northwest to southeast flow direction in the Indio Subbasin. Significant change in groundwater elevations is shown across the two faults confirming that the faults act as partial barriers to groundwater flow.

Cross section C-C' (Figure 3-11) runs perpendicular to cross section A'-A''. Cross section C-C' crosses the Thermal and Thousand Palms Subareas of the Indio Subbasin in the southwest and the Mission Creek and Desert Hot Springs Subbasins in the northeast. Cross section C-C' shows sands and gravels with increasing frequency of fine sand and clay lenses compared with cross section B-B'. Subbasin sediments thicken toward the center of the Indio Subbasin. Displacement of the Banning Fault provides the boundary between the Indio and Mission Creek Subbasins. Cross section C-C' shows the boundary between the upper and lower aquifers. This cross section is roughly perpendicular to the northwest to southeast flow direction in the Indio Subbasin with depths to water of about 200 feet in the central portion of cross section C-C'.

Cross section D-D' (Figure 3-12) runs perpendicular to Cross Section A''-A'''. Cross section D-D' crosses the Oasis and Thousand Palms Subareas of the Indio Subbasin in the southwest and the Desert Hot Springs Subbasins in the northeast. Cross section D-D' shows sands and gravels with increasing frequency of fine sand and clay lenses compared with Cross Section C-C'. Basin sediments thicken toward the center of the Indio Subbasin. The San Andreas Fault provides the boundary between the Indio and Desert Hot Springs Subbasins. Cross section D-D' shows the boundary between the upper and lower aquifers. Cross section D-D' is roughly perpendicular to the northwest to southeast flow direction in the Indio Subbasin with shallow depths to water, typically less than 40 feet in the central portion of the cross section.

Cross section E-E' (Figure 3-13) runs perpendicular to Cross Section A'''-A'''. Cross section E-E' crosses the Oasis and Thousand Palms Subareas of the Indio Subbasin in the southwest and the Desert Hot Springs Subbasins in the northeast. Cross section E-E' shows sands and gravels with increasing frequency of fine sand and clay lenses compared with cross section D-D'. Basin sediments thicken toward the center of the Indio Subbasin. The San Andreas Fault is the boundary between the Indio and Desert Hot Springs Subbasins.

Cross section E-E' shows the boundary between the upper and lower aquifers. The cross section is roughly perpendicular to the northwest to southeast flow direction in the Indio Subbasin with shallow depths to water. The extent of artesian conditions is shown in Figure 3-13.

The perpendicular cross sections provide additional insights into the hydrogeology of the Indio Subbasin as listed below.

- The relatively narrow, bedrock or fault-bounded character of the Indio Subbasin in the northwest
- The substantial thickness of the Subbasin that occurs along the eastern margin of the Indio Subbasin or along the Subbasin axis
- The greater proportion of coarse-grained sediments along the western mountain front and limit of regional clay to the west, indicating a narrow mountain-front forebay for natural recharge and for artificial recharge (e.g., TEL-GRF on Section D-D', Figure 3-12).



*TEL-GRF utilizes a narrow mountain-front forebay for artificial recharge.*



Figure 3-10. Cross Section B to B'

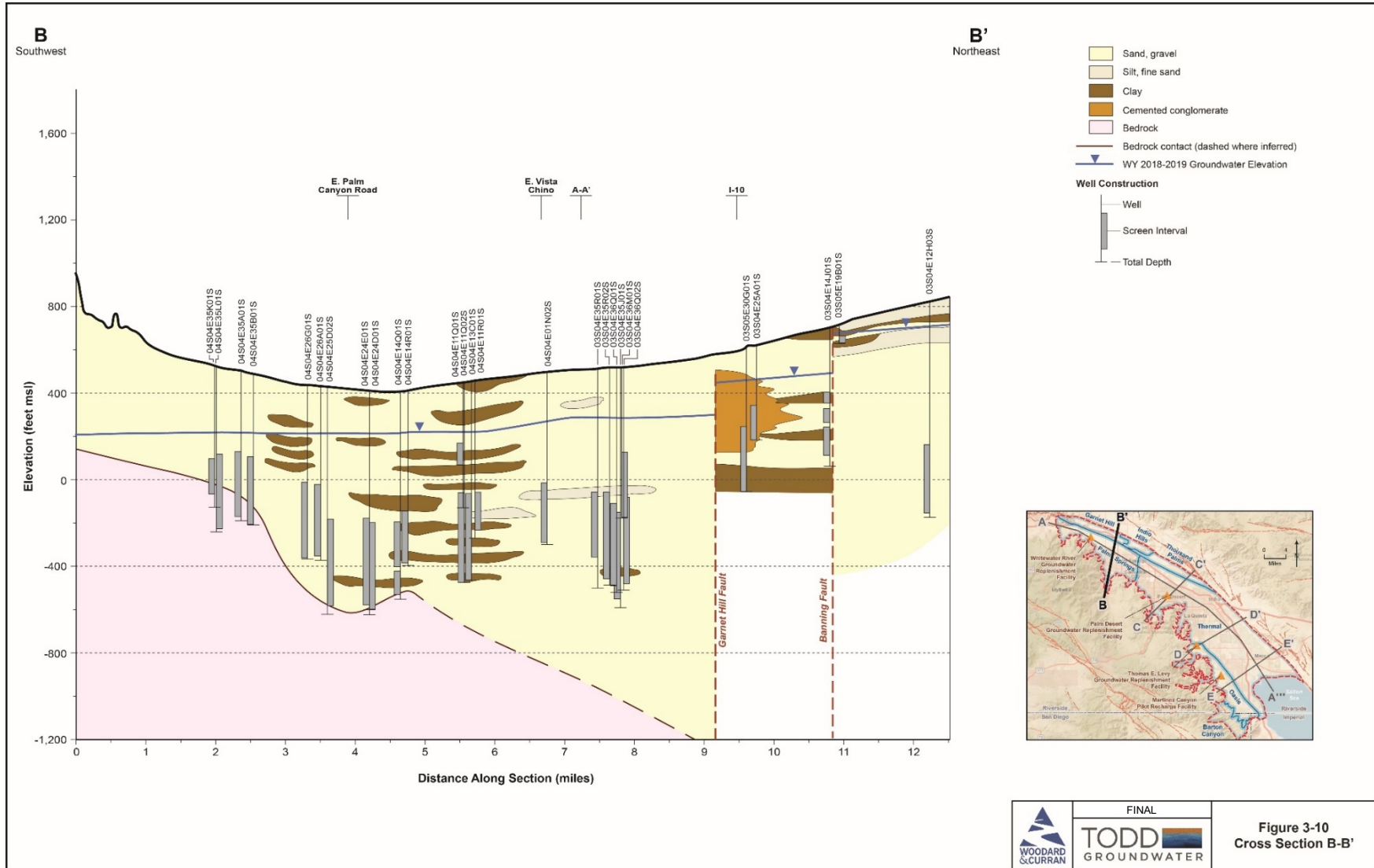


Figure 3-11. Cross Section C to C'

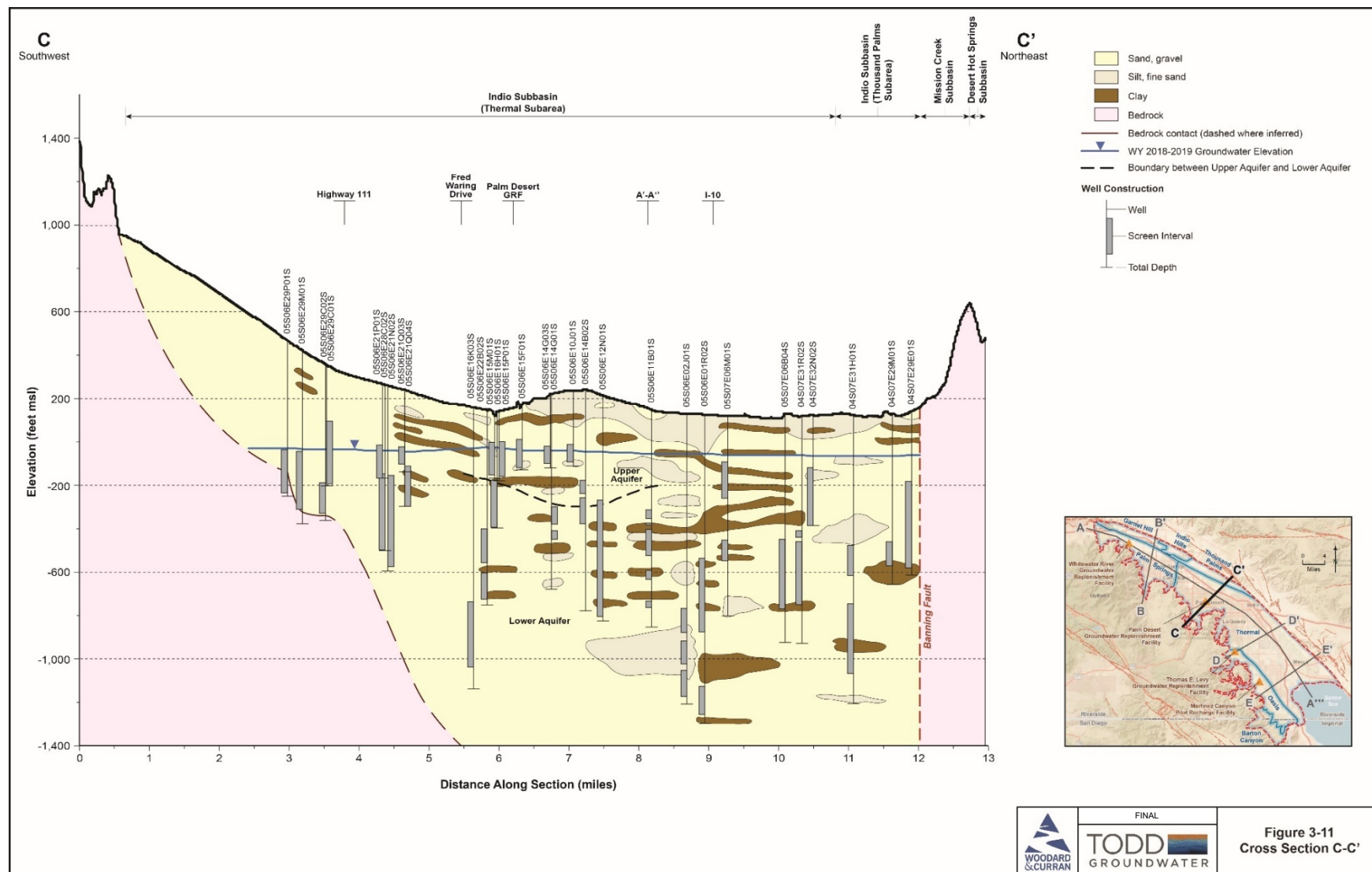


Figure 3-12. Cross Section D to D'

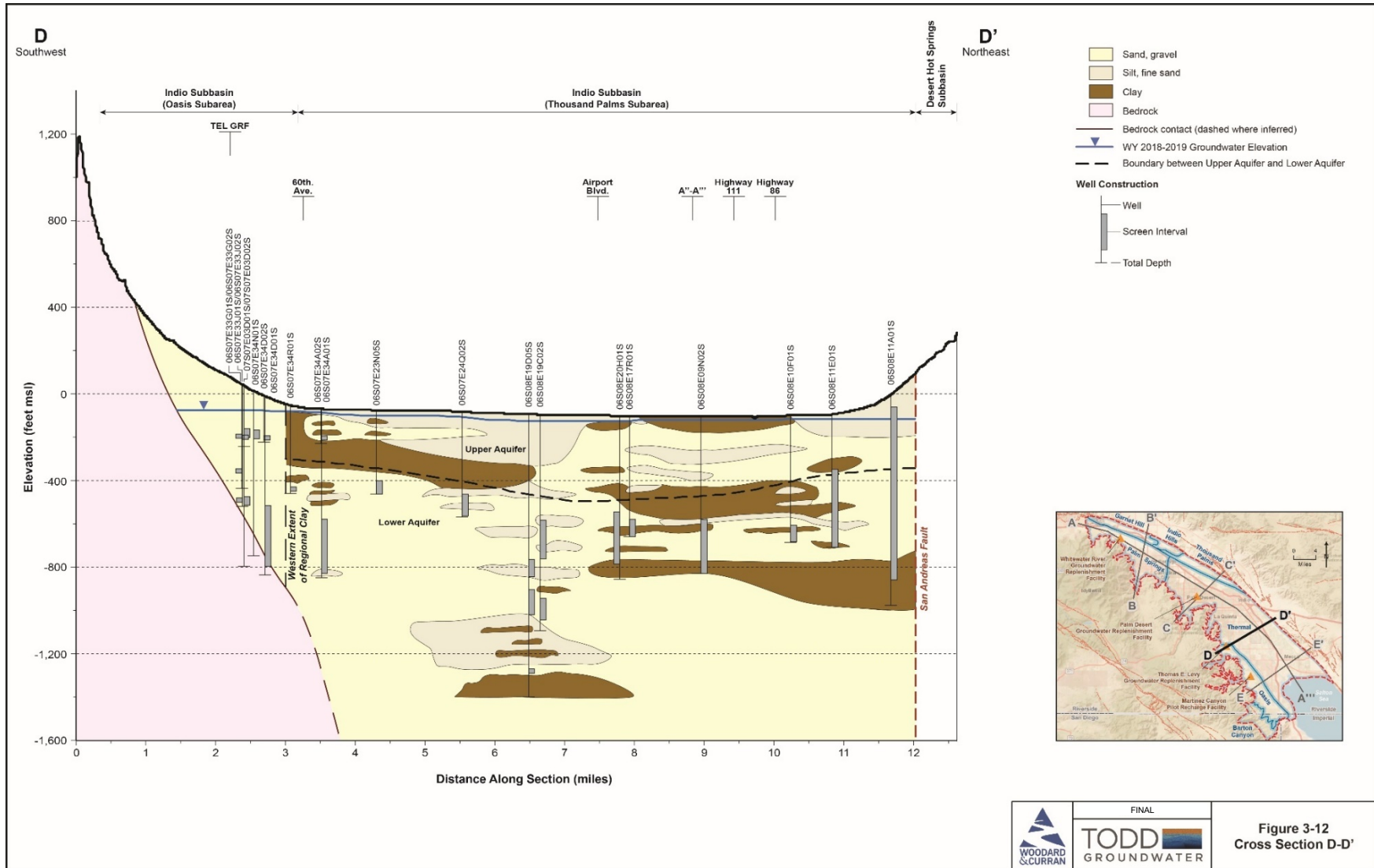
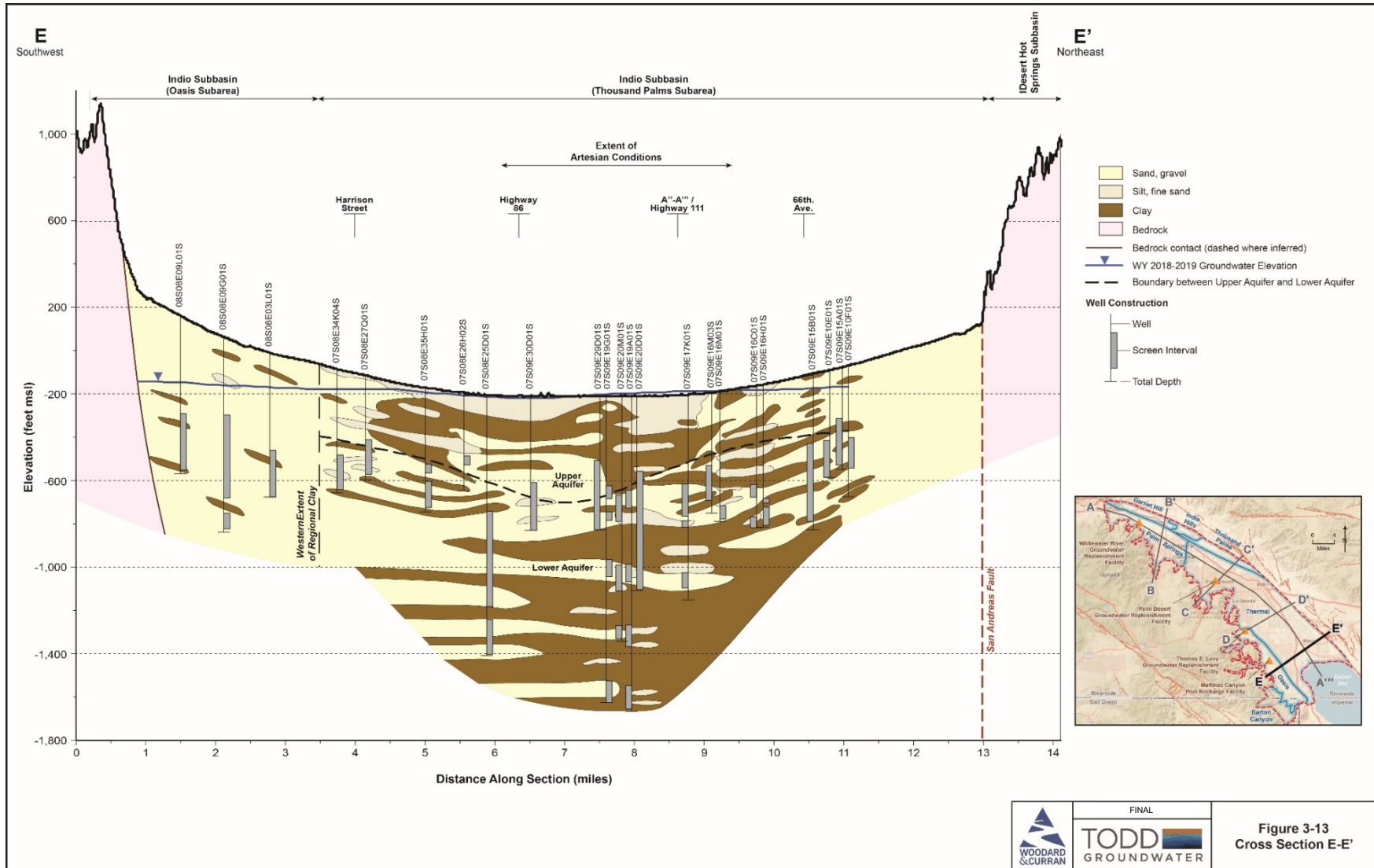


Figure 3-13. Cross Section E to E'



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## CHAPTER 4: CURRENT AND HISTORICAL GROUNDWATER CONDITIONS

This chapter describes the current and historical groundwater conditions in the Indio Subbasin. The Indio Subbasin is the primary source of groundwater supply for the Plan Area (see Figure 2-1 in Chapter 2, *Plan Area*) and is a California Department of Water Resources (DWR)-designated Subbasin (No. 7-021.01) of the Coachella Valley Groundwater Basin. Adjoining groundwater basins and Subbasins are shown in Figure 1-1 in Chapter 1, *Introduction*. While the Plan Area overlies portions of the Desert Hot Springs Subbasin and the Orocopia Valley, Chocolate Valley, and West Salton Sea basins, these are not major sources of regional groundwater supply.

Groundwater conditions are described with reference to the six sustainability indicators identified in the Sustainable Groundwater Management Act (SGMA). These include:

1. Groundwater elevations
2. Groundwater storage
3. Potential subsidence
4. Groundwater quality
5. Seawater intrusion
6. Interconnected surface water and groundwater dependent ecosystems (GDEs)

Descriptions of groundwater conditions focus on the period 1990 through 2019. While historical data also are provided (for example, historical change in groundwater storage from 1970), this 30-year period encompasses varying climatic conditions (including state-wide drought) and represents current operations relative to water importation, groundwater replenishment, water recycling, and water conservation, among other management actions. This period is also consistent with the update of the numerical groundwater flow model. The original numerical model was calibrated from 1936 to 1996 and was updated through 2019 as part of this Update.

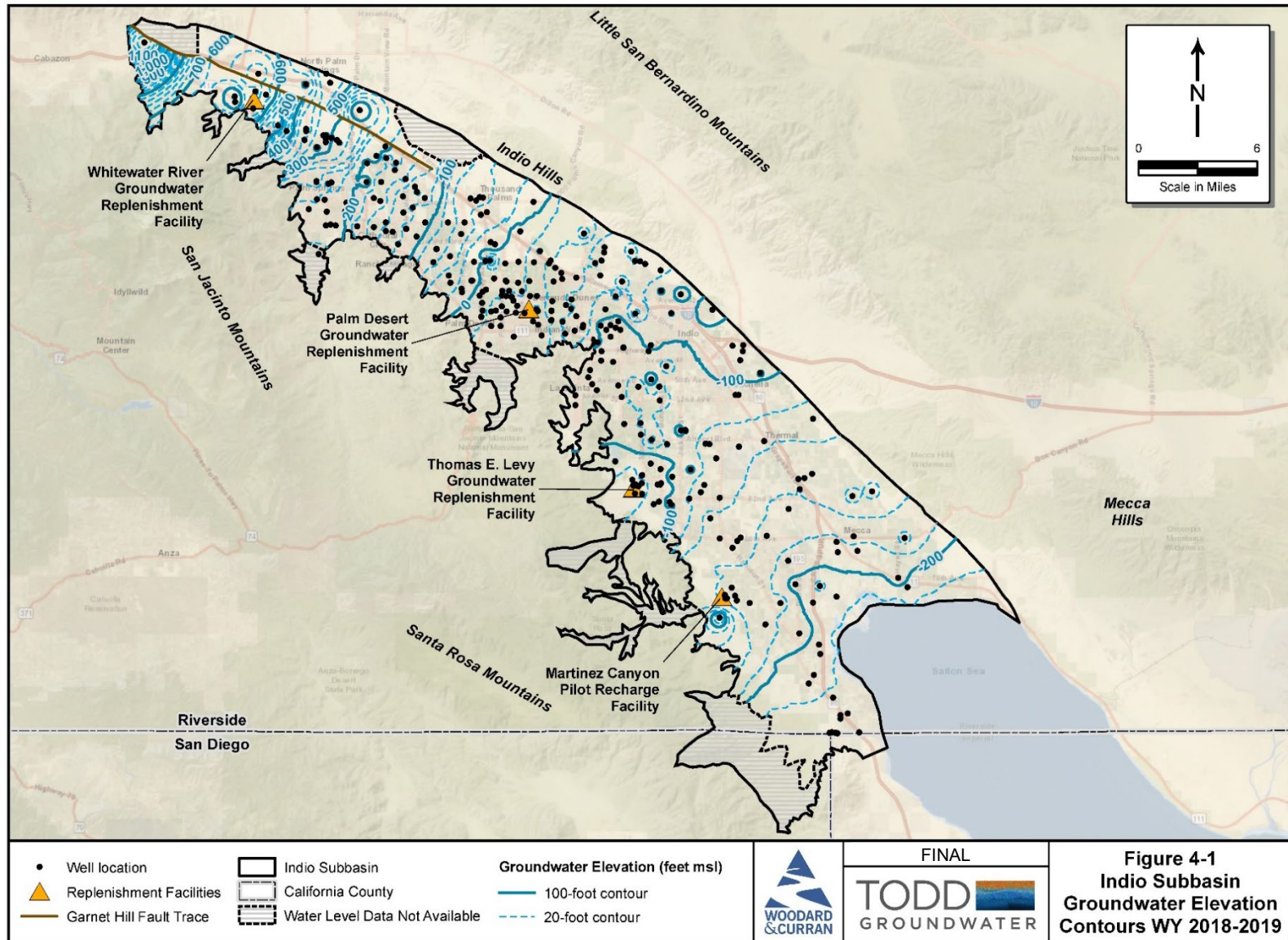
### 4.1 Groundwater Elevations

This section summarizes groundwater conditions in terms of elevations, flows, trends over time, vertical groundwater gradients and depth to groundwater, and regional groundwater level changes. The groundwater elevation monitoring program is described briefly in Chapter 2, *Plan Area*.

#### 4.1.1 Groundwater Elevations, Flow, and Trends

Figure 4-1 shows the Water Year (WY) 2018-2019 groundwater elevation contour map for the Indio Subbasin. Groundwater elevations of the principal aquifer are averaged over the water year; this is most representative, as local groundwater levels do not exhibit strong seasonal trends. As shown on the figure, regional groundwater flows are in a northwest-to-southeast direction through the Indio Subbasin.

Figure 4-1. Indio Subbasin Groundwater Elevation Contours WY 2018-2019



Groundwater elevations range from greater than 1,100 feet mean sea level (msl) near the San Gorgonio Pass Subbasin in the northwest to approximately -220 feet msl in the southeast along the northern shoreline of the Salton Sea. The hydraulic gradients across the Indio Subbasin in WY 2018-2019 were typically steeper in the northwest, flattening downgradient to the southeast. Groundwater elevations and gradients are strongly influenced by groundwater replenishment activities near the Whitewater River Groundwater Replenishment Facility (WWR-GRF) and Thomas E. Levy Groundwater Replenishment Facility (TEL-GRF). The Palm Desert Groundwater Replenishment Facility (PD-GRF) Phase 1 operations began in early 2019, and the effects on groundwater levels are only beginning to be apparent. Geological faults, constrictions, and pumping also affect localized hydraulic gradients.



*Recharge at TEL-GRF commenced in 2009.*

Figure 4-2 shows locations of wells with long-term hydrographs. Long-term water level hydrographs for selected wells distributed across the Indio Subbasin are presented on Figures 4-3 to 4-5 to illustrate groundwater elevation trends over time in the West Valley, East Valley, and confined area. Full-sized hydrographs are provided in Appendix 4-A. The surface elevation of each well is shown in the hydrographs as a horizontal line color-coded to match the respective hydrograph. The hydrographs depict the groundwater level response to historical pumping and water management activities identified and implemented in the *2002 Coachella Valley Water Management Plan (2002 CVWMP)* (CVWD, 2002) and *2010 CVWMP Update* (CVWD, 2012).

Figure 4-3 shows hydrographs for wells in the West Valley area. The hydrographs show that groundwater levels have responded directly and positively to historical replenishment activities at the WWR-GRF. Groundwater elevations in the Palm Springs/Cathedral City area have remained relatively stable over time with more moderate positive responses to upgradient WWR-GRF replenishment activities. Groundwater levels in the Palm Desert area have stabilized since 2005 and increased slightly since 2010.

Figure 4-4 shows hydrographs for the East Valley, where groundwater elevations in Indio, Coachella, Bermuda Dunes, and La Quinta have stabilized since 2005 and even increased slightly in the La Quinta area since 2010. Groundwater elevations near Thermal and Mecca have responded positively to replenishment activities at the TEL-GRF since recharge commenced in 2009.

Collectively, the hydrographs illustrate the effectiveness of groundwater replenishment, source substitution, and conservation programs under varying climatic and water use conditions.



Figure 4-2. Wells with Long-Term Hydrographs

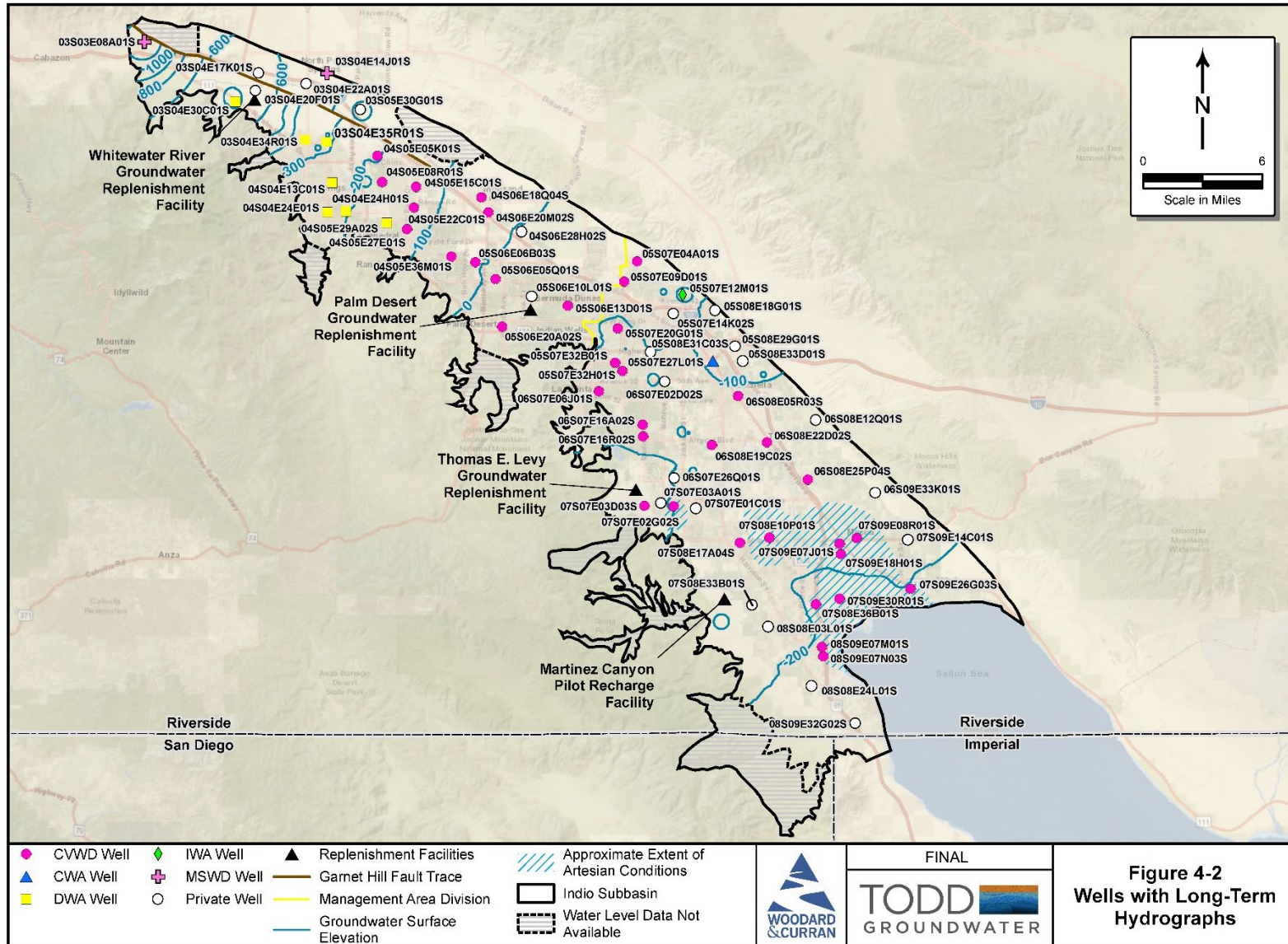
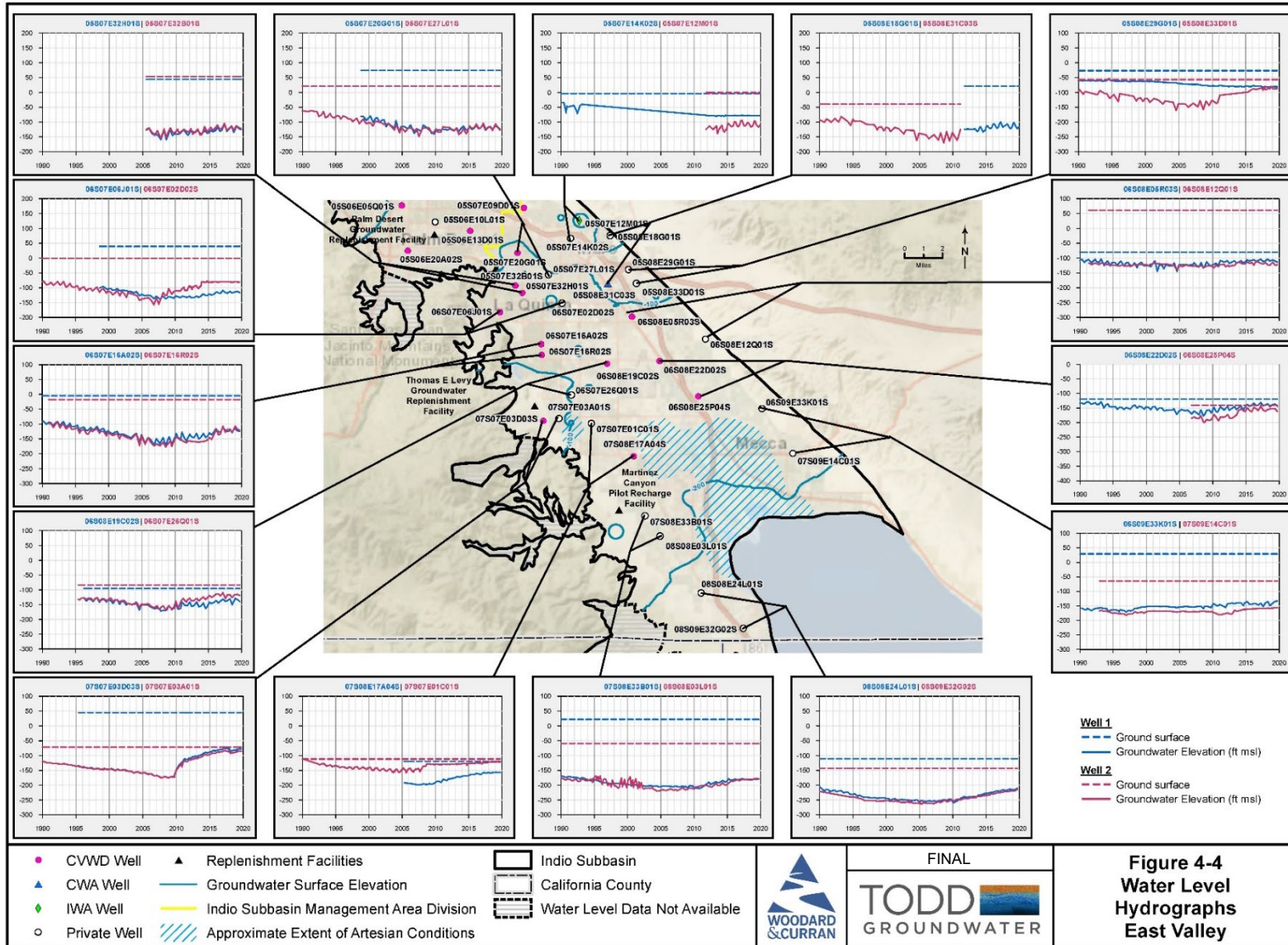




Figure 4-4. Water Level Hydrographs East Valley



#### 4.1.2 Vertical Groundwater Gradients (Artesian Conditions)

Historically, eastern portions of the Indio Subbasin experienced artesian conditions with sufficient pressure to cause groundwater levels in wells to rise above the ground surface; such artesian-flowing wells attracted early settlers to farm in this area. Artesian conditions declined in the late 1930s as a result of increased local groundwater pumping. The completion of the Coachella Canal by the United States Bureau of Reclamation (USBR) in 1949 brought Colorado River water to the eastern Coachella Valley for agricultural irrigation purposes. Artesian conditions returned in the early 1960s through the 1980s, as imported Colorado River water was substituted for groundwater production. Beginning in the late 1980s, groundwater use increased again, resulting in declining water levels and loss of artesian conditions. Groundwater water management programs (including groundwater replenishment, source substitution, and water conservation) are restoring local groundwater levels, and artesian conditions have recurred in the eastern Indio Subbasin. Benefits associated with artesian conditions include reduced groundwater pumping costs and water quality protection of the deeper, confined production zone aquifers

Figure 4-5 shows the location of ten artesian well hydrographs through WY 2018-2019. The area of artesian conditions has remained relatively stable in comparison to WY 2017-2018. The wells show either stable groundwater levels or increasing trends since about 2010.

#### 4.1.3 Groundwater Occurrence (Depth to Water)

Figure 4-6 shows averaged depth to water contours for the Indio Subbasin for WY 2018-19. Greatest depths to water are observed in the northwestern portion of the basin (generally greater than 200 feet). The effect of the Garnet Hill Fault is seen in the abrupt change in groundwater levels across the fault. Depths to groundwater generally decrease to about 100 to 250 feet in the mid-Subbasin area and then to zero or above the ground surface in artesian wells near the Salton Sea (see Figure 4-2 for approximate extent of artesian conditions). In addition to relatively shallow or artesian conditions in the principal aquifer, the East Valley (Thermal Subarea) is characterized by a shallow semi-perched aquifer (see extent in Figure 3-5 in Chapter 3, *Hydrogeologic Conceptual Model*). The occurrence of shallow groundwater in the East Valley led to construction of an agricultural drain system, shown in Figure 2-5 of Chapter 2, *Plan Area*. As described in the *2010 CVWMP Update*, the shallow groundwater is associated with a risk of liquefaction, a process by which sediments below the water table lose strength and deform (typically due to seismic shaking) and can cause damage to buildings. The *Riverside County General Plan* has recognized liquefaction, mapped areas of risk, and defined protective land use policies (County of Riverside, 2020).

#### 4.1.4 Groundwater Elevation Change

Figure 4-7 shows a 10-year groundwater elevation change map for the Indio Subbasin, including two zoomed-in maps to show water level changes for the numerous wells in the mid-valley area and TEL-GRF vicinity. The change in groundwater elevation is based on the difference between the average groundwater elevations for wells monitored by Coachella Valley Water District (CVWD), Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA) between WY 2008-2009 and WY 2018-2019 (10 years).

Figure 4-5. Water Level Hydrographs Artesian Wells

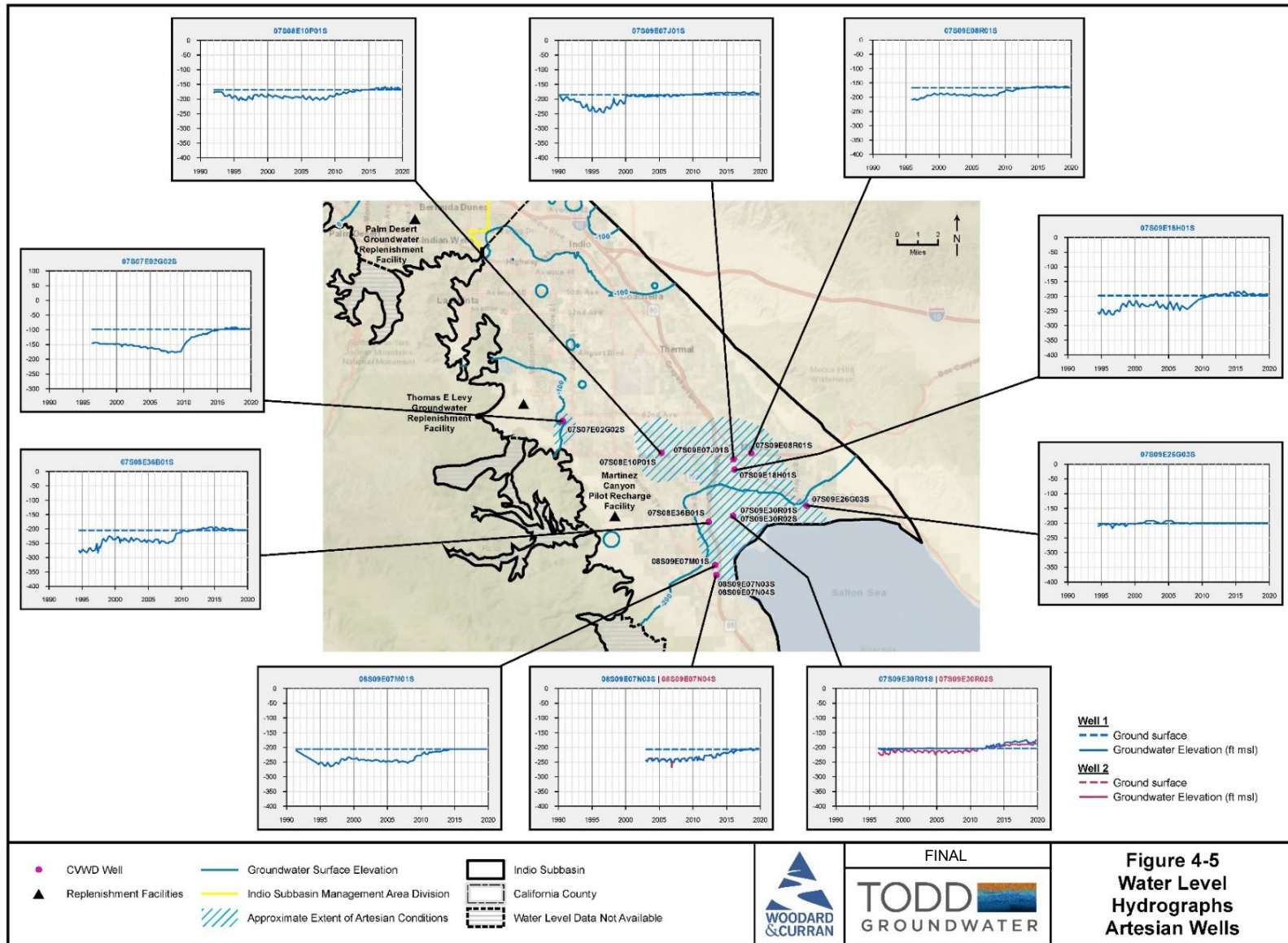


Figure 4-6. Depth to Water Contours

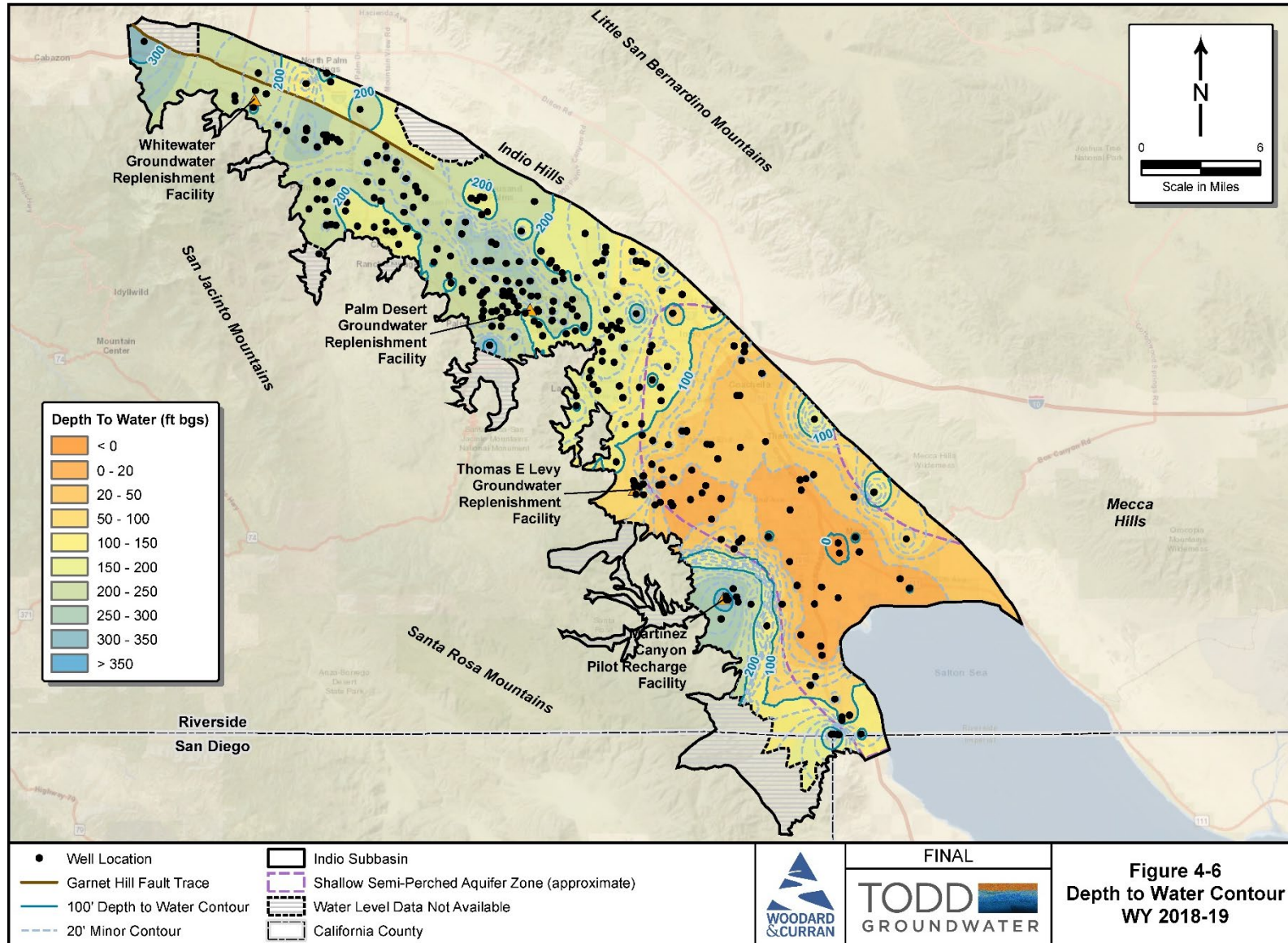
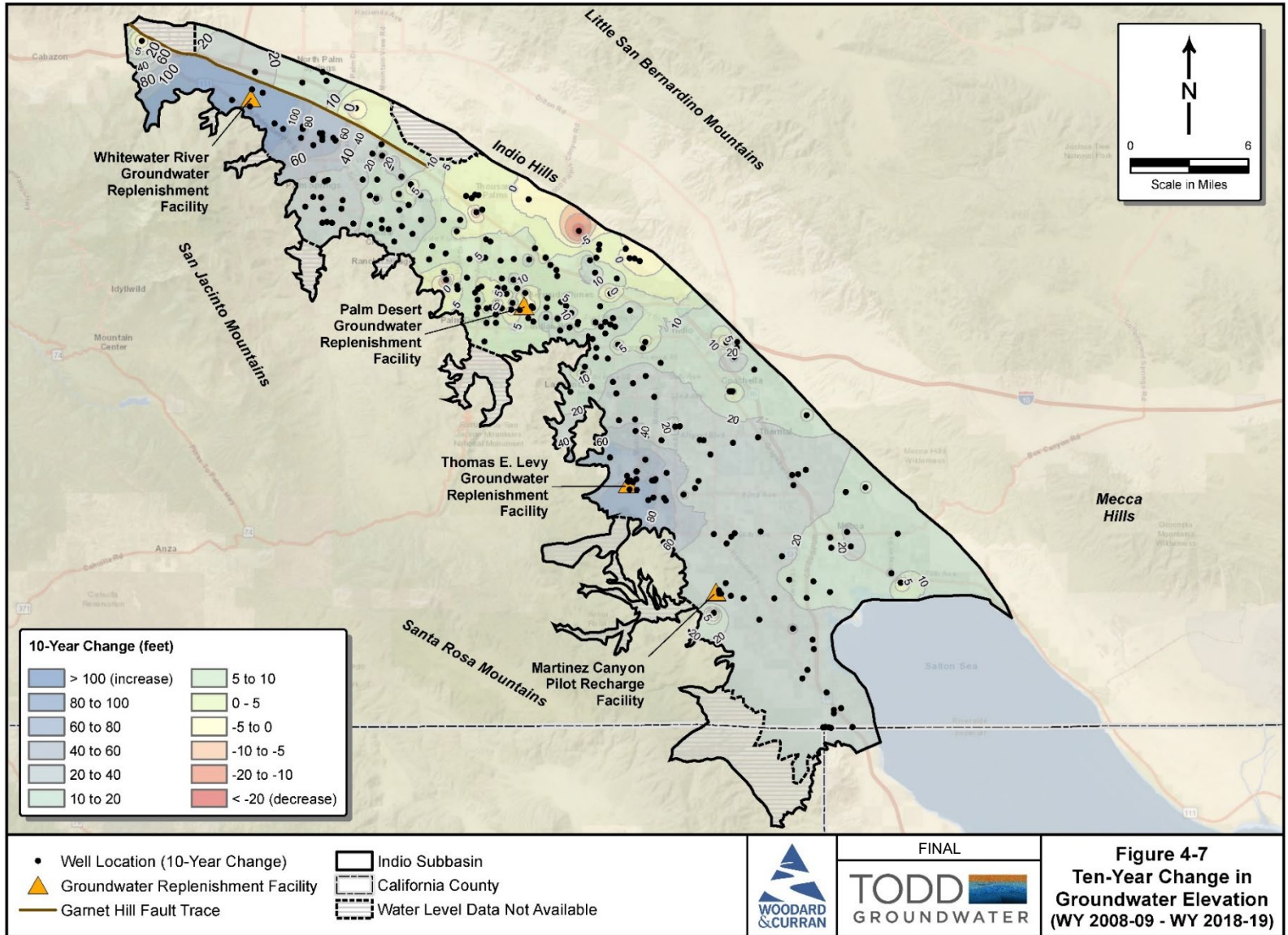


Figure 4-7. Ten-Year Change in Groundwater Elevation (WY 2008-09 to WY 2018-19)



Groundwater levels in the Indio Subbasin have increased significantly over the 10 years from WY 2008--2009 to WY 2018-2019. The largest groundwater increases are observed in the vicinity of the WWR-GRF and TEL-GRF, with water level increases as much as 200 feet and 100 feet in the immediate vicinity of the two facilities, respectively. In the mid-valley area near Palm Desert, Indian Wells, and La Quinta, groundwater level increases have ranged from 7 to 15 feet, reflecting the benefits of source substitution and conservation programs. Some localized declines in groundwater levels are observed in the Palm Desert area to northeast of Bermuda Dunes. Replenishment at the PD-GRF began in February 2019 and is expected to raise groundwater levels in the mid-valley region. Groundwater levels in the southeastern portion of the Indio Subbasin have increased between 10 and 40 feet, reflecting storage benefits from replenishment operations at the TEL-GRF and decreased pumping.

## 4.2 Changes in Groundwater Storage

The Indio Subbasin Annual Reports and Engineer's Reports on Water Supply and Replenishment Assessment have previously assessed annual changes in groundwater storage. These assessments are intended to detect overdraft and, if overdraft were to occur, to track overdraft as a basis for sustainability planning. This section briefly defines Subbasin change in storage; a more detailed numerical description is in Chapter 7, *Numerical Model and Plan Scenarios*.

Long-term sustainability is typically assessed based on changes in groundwater storage over a historical period on the order of 10 to 20 years including wet and dry periods. Figure 4-8 shows the annual change in groundwater storage from 1970 through WY 2018-2019 (gray columns). The starting year of 1970 was selected because it is 3 years before imported water replenishment commenced in the Indio Subbasin. The data used to prepare this figure are based on calendar year until WY 2016-2017, when data sources were compiled for the water year for the first Annual Report.

Figure 4-8 also shows the annual inflows, outflows, groundwater production, and 10- and 20-year running-average changes in groundwater storage. As shown on the chart, annual inflows to the Indio Subbasin (dark blue line) are highly variable with years of high inflows generally corresponding to wet years when State Water Project (SWP) delivery volumes were greater. Higher inflows in the mid-1980s occurred when Metropolitan Water District of Southern California (MWD) commenced large-scale advanced water deliveries to the Indio Subbasin. The chart shows that after an extended period of decline, both the 10- and 20-year running average changes in storage have shown upward trends since 2009, and the 10--year running average has been positive since 2017.

Figure 4-9 shows the cumulative change in storage since 1970. The goal of the *2010 CVWMP Update* is to eliminate groundwater overdraft, not to restore the Subbasin to historical conditions. Since 2009, the Indio Subbasin has recovered approximately 840,000 acre-feet (AF) of groundwater in storage, or about 45 percent of the cumulative depletion observed from 1970 to 2009.



Figure 4-8. Historical Change in Groundwater Storage in Indio Subbasin

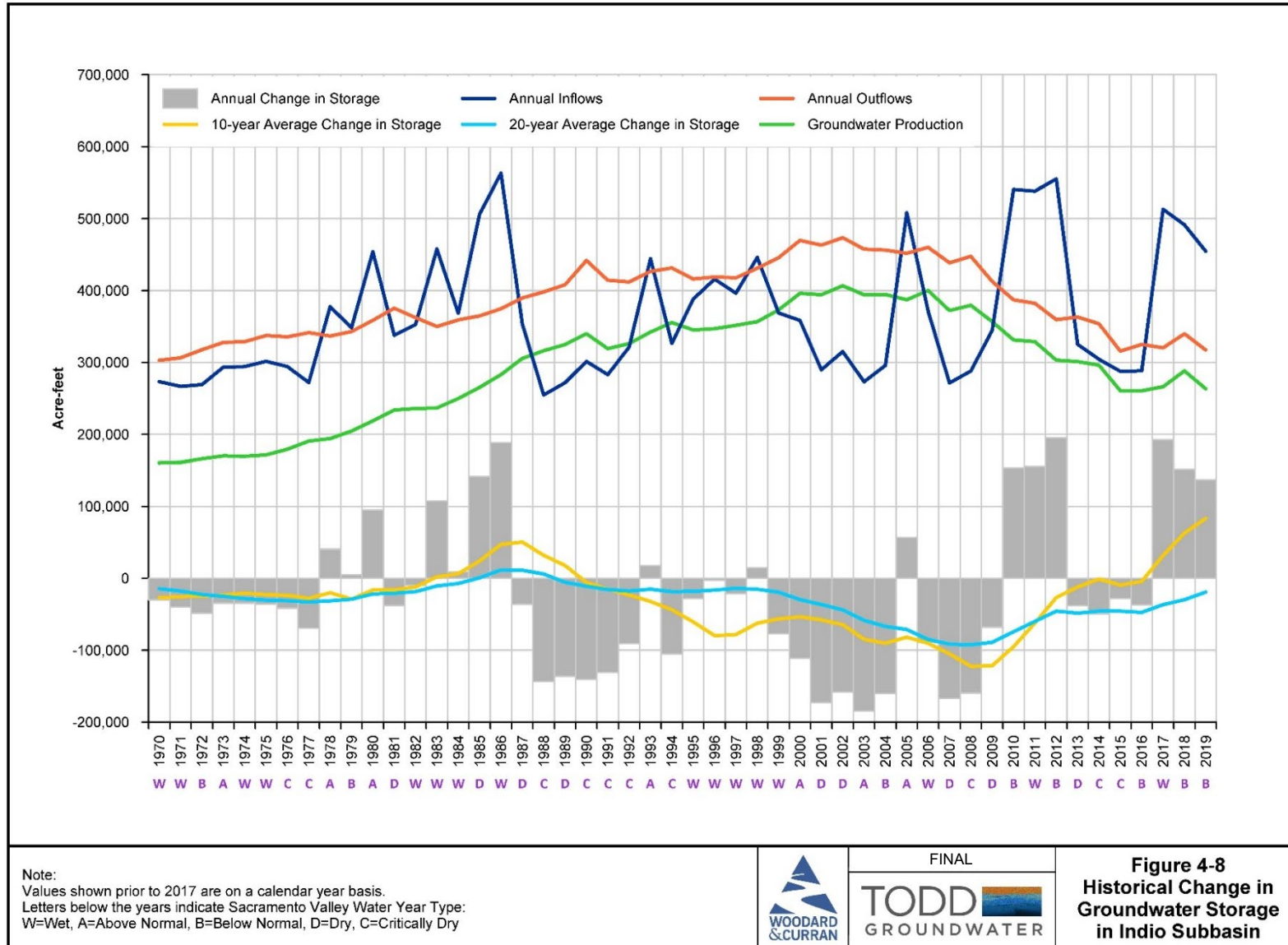
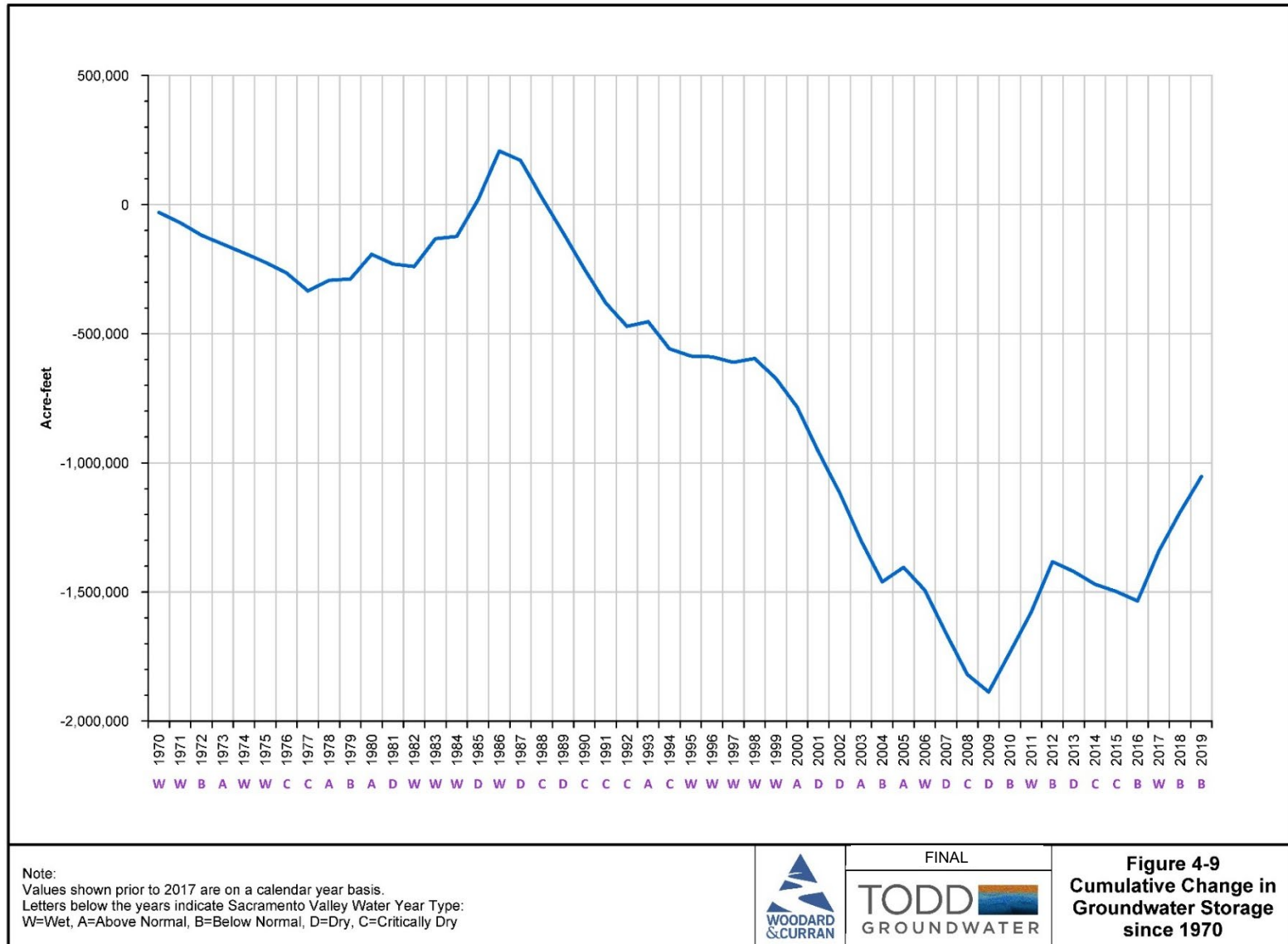


Figure 4-9. Cumulative Change in Groundwater Storage since 1970



### 4.3 Land Subsidence and Potential for Subsidence

Land subsidence is the differential lowering of the ground surface, which can damage structures and facilities. This may be caused by regional tectonism or by declines in groundwater elevations due to pumping. The latter process is relevant to Subbasin management and the Alternative Plan. As groundwater elevations decline in the subsurface, dewatering and compaction of predominantly fine-grained deposits (such as clay and silt) can cause the overlying ground surface to subside.

Land subsidence due to groundwater withdrawals can be temporary (elastic) or permanent (inelastic). Elastic deformation occurs when sediments compress as pore pressures decrease but expand by an equal amount as pore pressures increase. A decrease in groundwater elevations from groundwater pumping causes a small elastic compaction in both coarse- and fine-grained sediments; however, when compaction is small, conditions can return to normal once water levels recover. Because elastic deformation is relatively minor and fully recoverable, it is not considered an impact. Land subsidence, resulting from aquifer system compaction and groundwater level declines, has been a concern in the Coachella Valley since the mid-1990s and has been investigated since 1996 through an on-going cooperative program between CVWD and the United States Geological Survey (USGS) (Sneed and Brandt, 2020). Global Positioning System (GPS) surveying, using GNSS-Inferred Positioning System and Orbit Analysis Simulation Software (GIPSY-OASIS) and interferometric synthetic aperture radar (InSAR) methods have been used to determine the location, extent, and magnitude of the vertical land-surface changes in the Coachella Valley.

The network of GPS stations in the Subbasin is shown in Figure 2-9 in Chapter 2, *Plan Area*. The GPS measurements have been used to determine elevation changes at specific locations, while InSAR measurements have documented the geographic extent of elevation changes for the Indio Subbasin. Analysis of InSAR data collected from 1995 to 2017 by the USGS indicates that as much as 2.0 feet of subsidence occurred in the Indio Subbasin from 1995 to 2010 near Palm Desert, Indian Wells, and La Quinta (Sneed and Brandt, 2020).

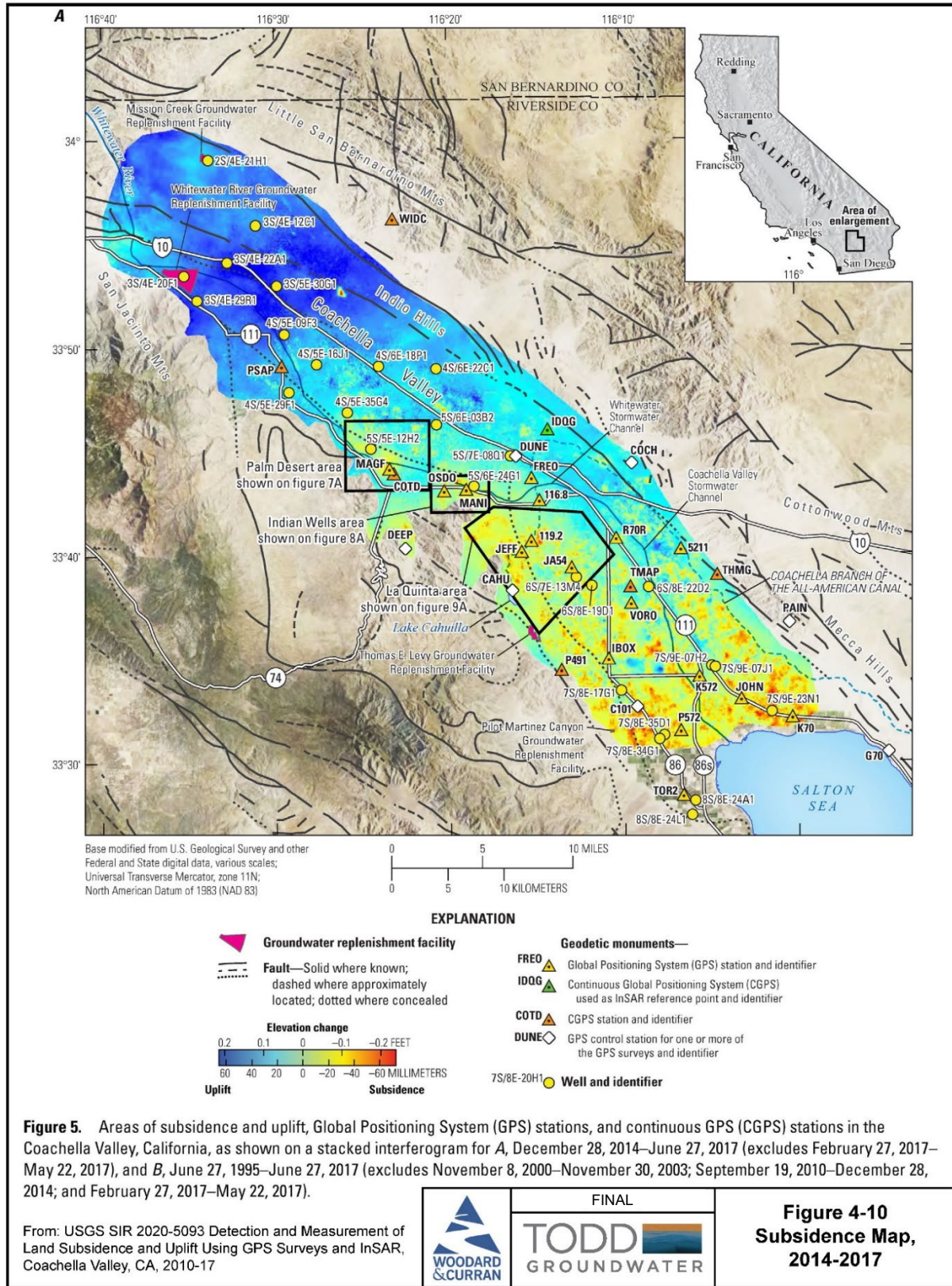
Figure 4-10 shows basin-wide subsidence and uplift from December 28, 2014, to June 27, 2017. Since 2010, groundwater levels have stabilized or have been partially recovered in response to the implementation of source substitution, conservation, and groundwater replenishment programs included in the *2010 CVWMP Update*. Up to 1 inch of uplift has been measured since 2011 in the Palm Springs area, corresponding to higher groundwater levels in response to upgradient WWR-GRF recharge. In the Thermal area, the ground surface has also rebounded about 2 inches over the past 10 years, returning to elevations observed in 2001. This rebound roughly coincides with commencement of recharge operations at the TEL--GRF in 2009. The Indio Subbasin Groundwater Sustainability Agencies (GSAs) plan to continue monitoring water levels and subsidence to track the effects of management actions on land subsidence.

Water levels in wells near the subsidence geodetic monuments<sup>1</sup>, in and near the three subsiding areas shown by InSAR, and throughout the Subbasin generally indicate longer-term stability or rising groundwater levels since about 2010. These results mark a reversal in trends of groundwater level declines during the preceding decades.

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<sup>1</sup> Most geodetic monuments consist of flat metal disks that are anchored in the ground or to a structure and can be surveyed repeatedly.

Figure 4-10. Subsidence Map, 2014-2017



Although many areas have stopped subsiding, and a few have even uplifted, a few areas did subside during 2010–2017, though at a slower rate, partly reflecting the character of sediments in the basin. Subsidence when groundwater levels are stable or recovering indicates that residual compaction may have occurred. At the same time, coarse-grained materials and thin aquitards may have expanded as groundwater levels recovered. The continued Subbasin-wide stabilization and recovery of groundwater levels since 2010 is likely a result of various projects designed to increase recharge or to reduce reliance on groundwater.

#### 4.4 Groundwater Quality

The *2010 CVWMP Update* considered groundwater quality issues including salinity, nitrate, arsenic, hexavalent chromium(chromium-6), uranium, and perchlorate. In its Alternative Assessment Staff Report, DWR recommended that the *Alternative Plan Update* provide additional documentation in maps, specifying fluoride, arsenic, chromium-6, and dibromochloropropane (DBCP) distributions. This *Alternative Plan Update* has included substantial collection of water quality data into a database and evaluation of the areal extent, vertical distribution, and time trends for these selected constituents.

##### 4.4.1 Constituents of Concern

Constituents of concern include total dissolved solids (TDS), nitrate, arsenic, chromium-6, uranium, fluoride, perchlorate, and DBCP. Elevated TDS and nitrate concentrations are linked to current and historic water and wastewater management, agricultural activity, urban land use, septic systems, and natural conditions. In the Indio Subbasin, arsenic, chromium-6, uranium, and fluoride are naturally occurring and geologically derived. DBCP is a soil fumigant historically used in agriculture. Perchlorate can be found in some fertilizers and was first detected in Colorado River water in 1997. Atmospheric deposition of perchlorate can also occur naturally with concentration in groundwater particularly in desert regions (USGS, 2014).

##### 4.4.2 Data Sources for Water Quality Mapping

Groundwater quality data have been collected from CVWD, CWA, DWA, IWA, the USGS National Water Information System, and the California State Water Resources Control Board (SWRCB) Safe Drinking Water Information System (SDWIS) website. Data included samples from monitoring wells, public supply wells, and private agricultural and domestic wells. Monitoring wells and relatively deep public supply wells have been the source of the most frequent and recent measurements. Wells are identified on cross sections and plots using state well numbers (SWN). An abbreviation of the full SWN is used on some maps, such as vertical water quality cross sections. For this evaluation, data were used only for raw (untreated) groundwater samples, only for wells with verified locations, and only for years 1990 or later.

To best characterize conditions, available groundwater quality data were assessed spatially with plan-view maps, vertically in cross sections, and, for TDS and nitrate, temporally in time-concentration plots. The graphics are presented and then followed by a discussion of each constituent of concern.

#### 4.4.3 Plan View Concentration Maps

Water quality maps (Figures 4-11 to 4-18) show the spatial distribution of the constituents. For each well with water quality data during the period 1990-2019, the most recent water quality measurement is shown on the plan-view maps and cross sections. The most recent measurement at each well was used, as opposed to the median or mean of a given period, because constituents of concern may show increasing or decreasing trends over time in some wells. Such trends are depicted on the time-concentration plots for TDS and nitrate.

The water quality measurements were interpolated across the Subbasin for each constituent as indicated by the color-ramping in each map legend. Some areas of the Subbasin that lack monitoring wells and data were excluded from the analysis.

Constituent concentrations typically vary with depth (see water quality cross sections). However, depth-specific data are limited and insufficient for mapping water quality of different depth zones. The mapping presented here is intended to depict water quality in vertical zones that generally provide groundwater supply to production wells. These wells are typically greater than 300 feet deep; accordingly, monitoring wells with screened intervals less than 300 feet deep were not included. Information on screened intervals is lacking for some wells, but these were included because most Subbasin wells are screened at depths greater than 300 feet. For nested wells (groups of monitoring wells at one location with a range of screened interval depths), water quality data are shown for the nested well with depth commensurate with nearby public supply wells.

Figure 4-11. TDS Concentration Map

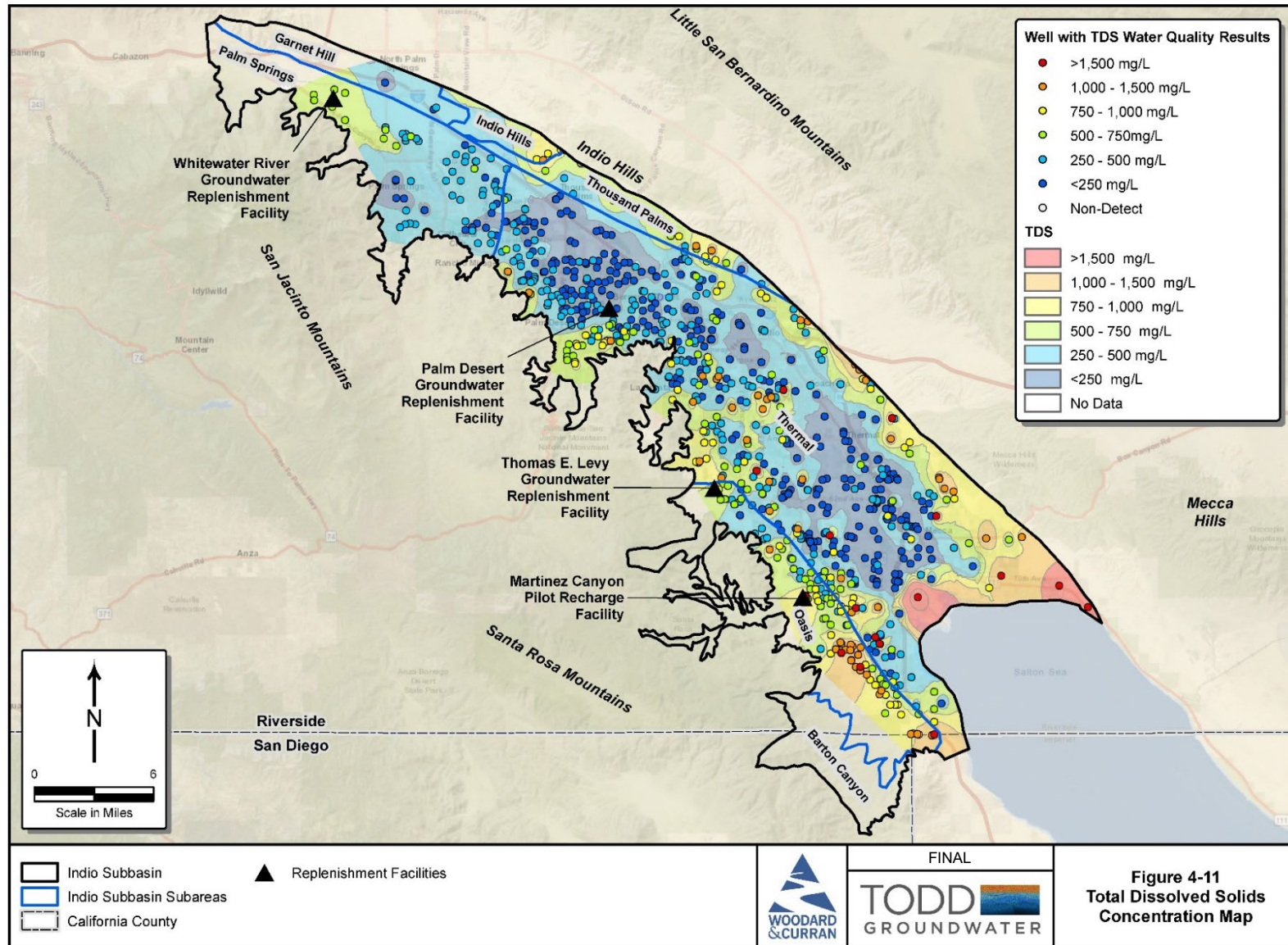


Figure 4-12. Nitrate as NO<sub>3</sub> Concentration Map

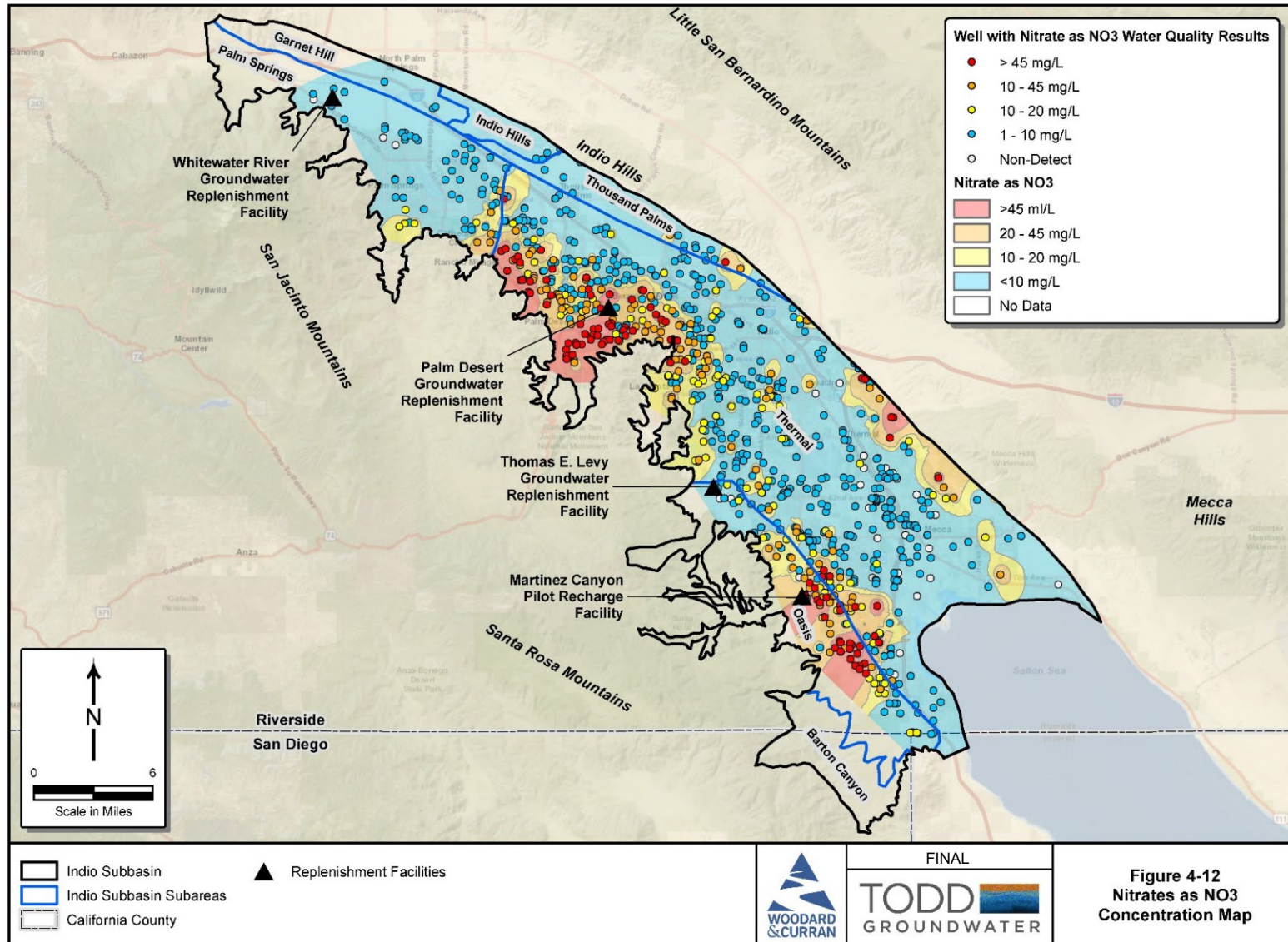




Figure 4-13. Arsenic Concentration Map

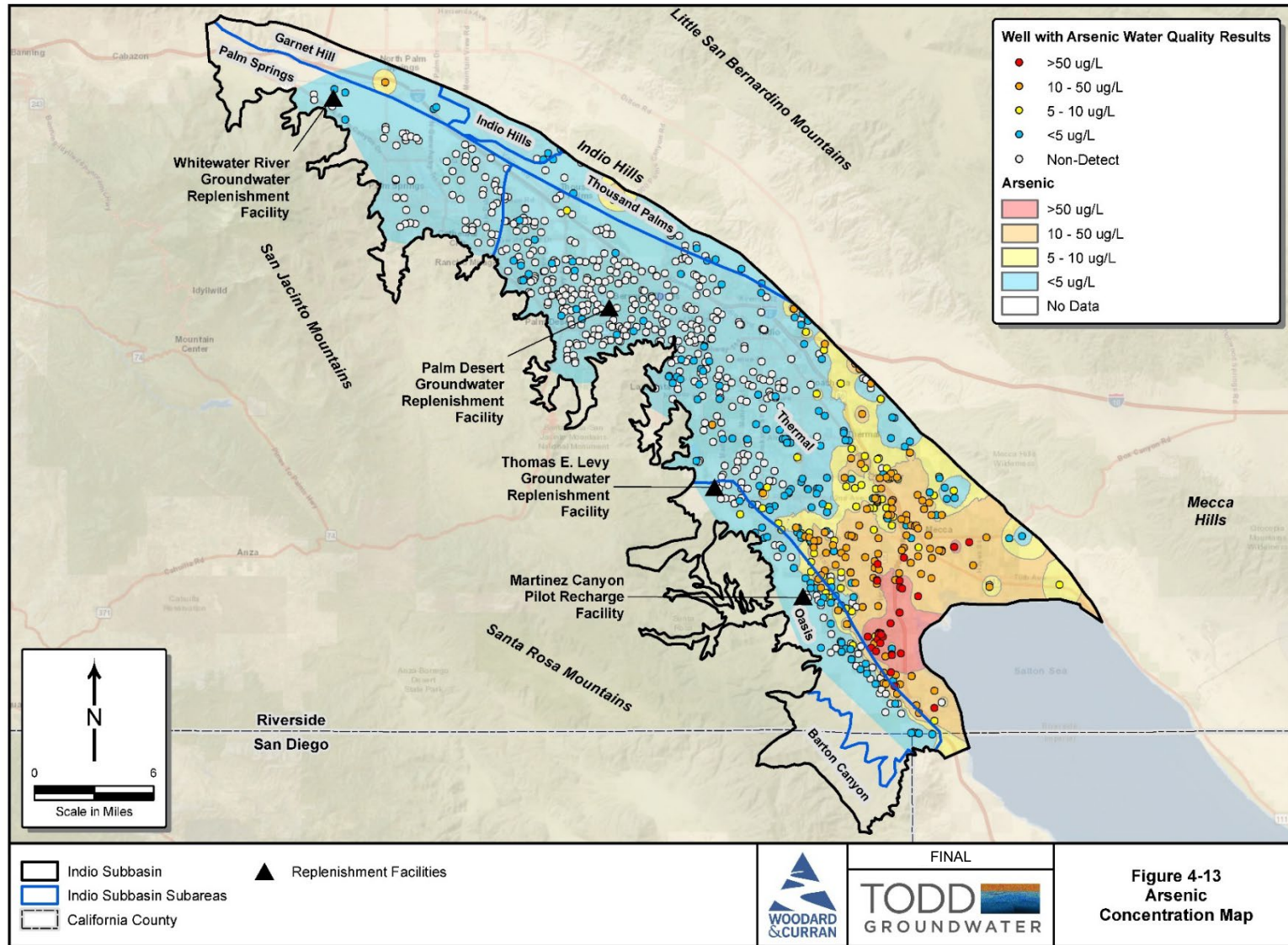


Figure 4-14. Chromium-6 Concentration Map

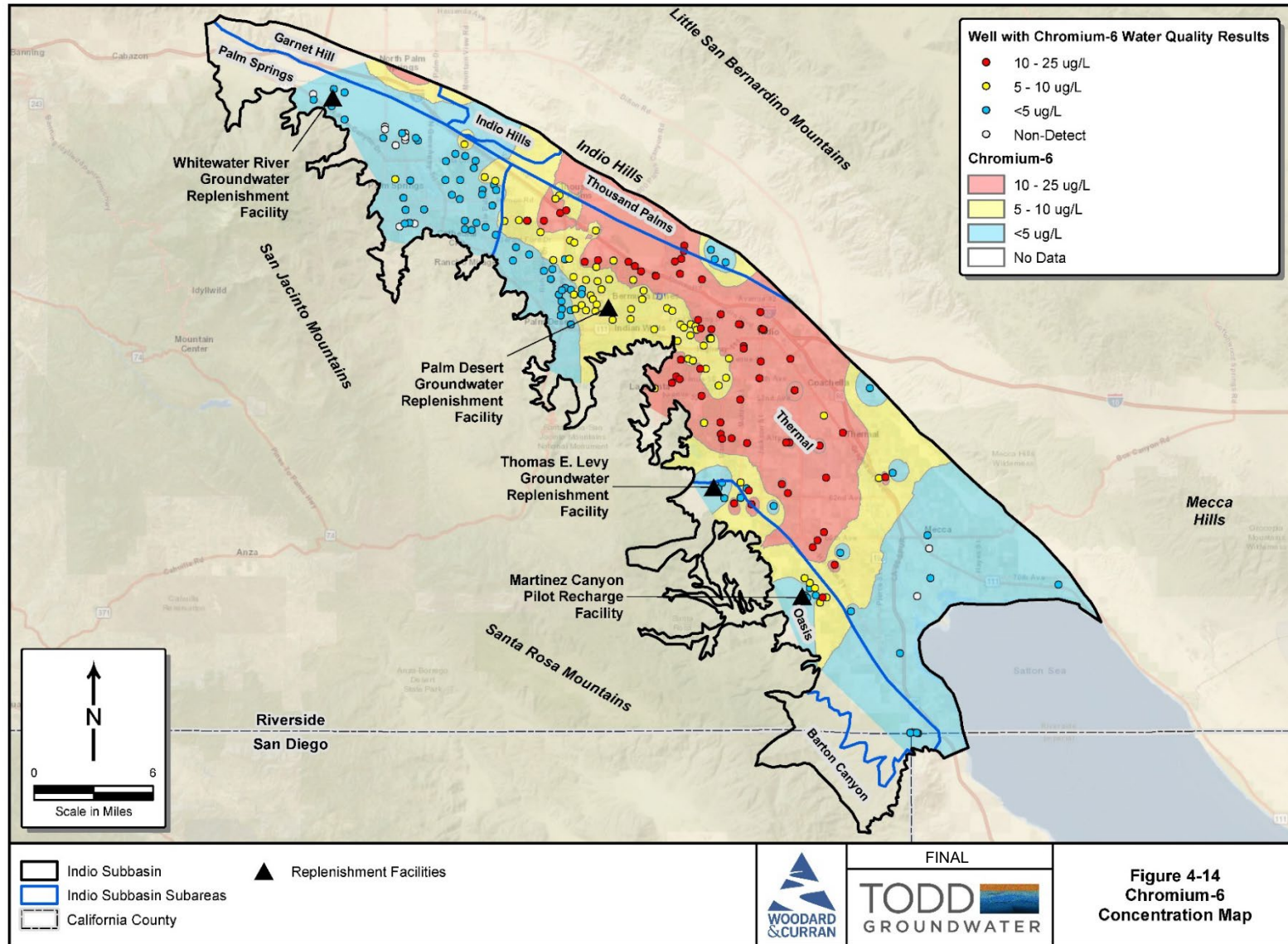


Figure 4-15. Uranium Concentration Map

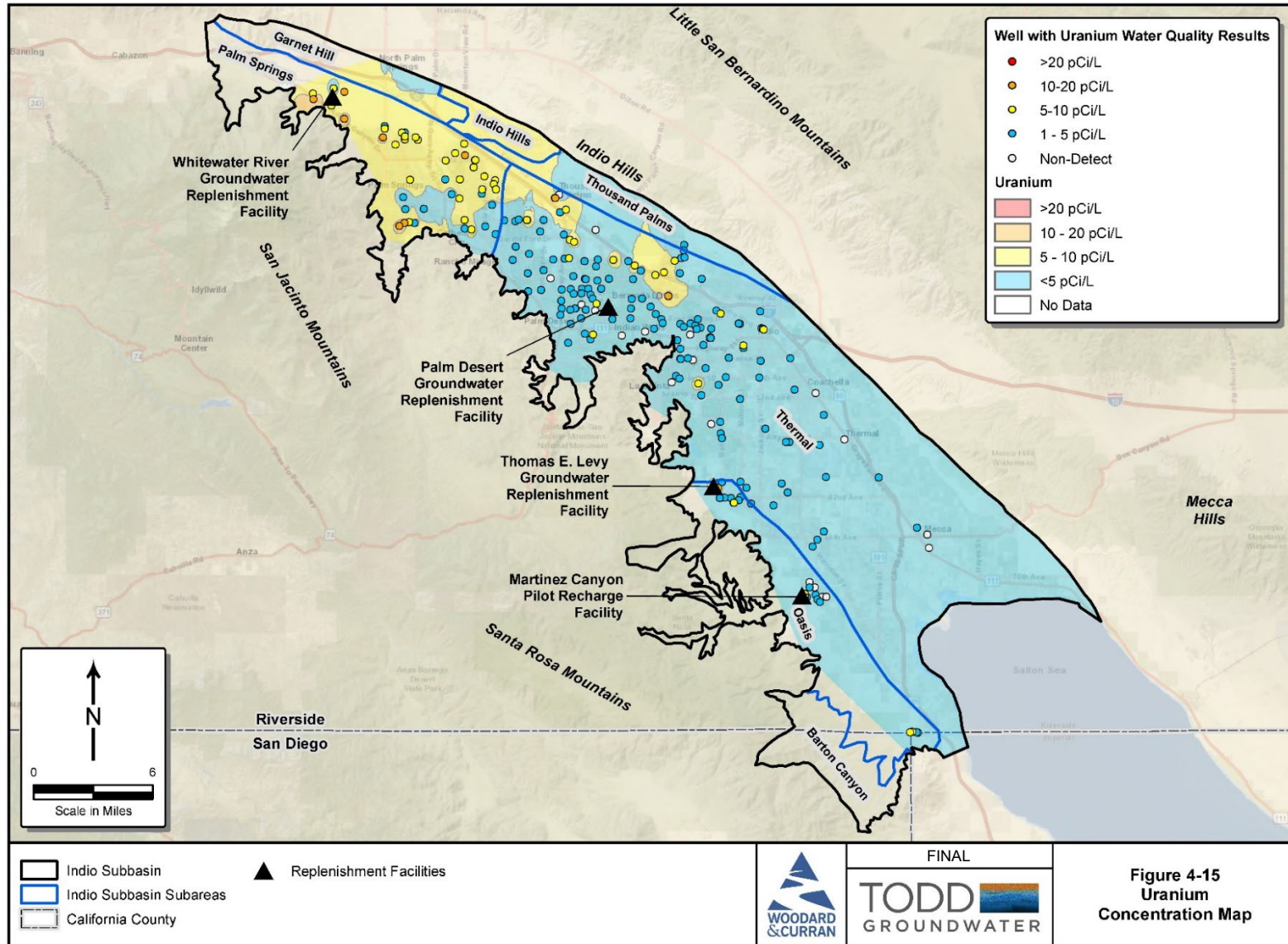


Figure 4-16. Fluoride Concentration Map

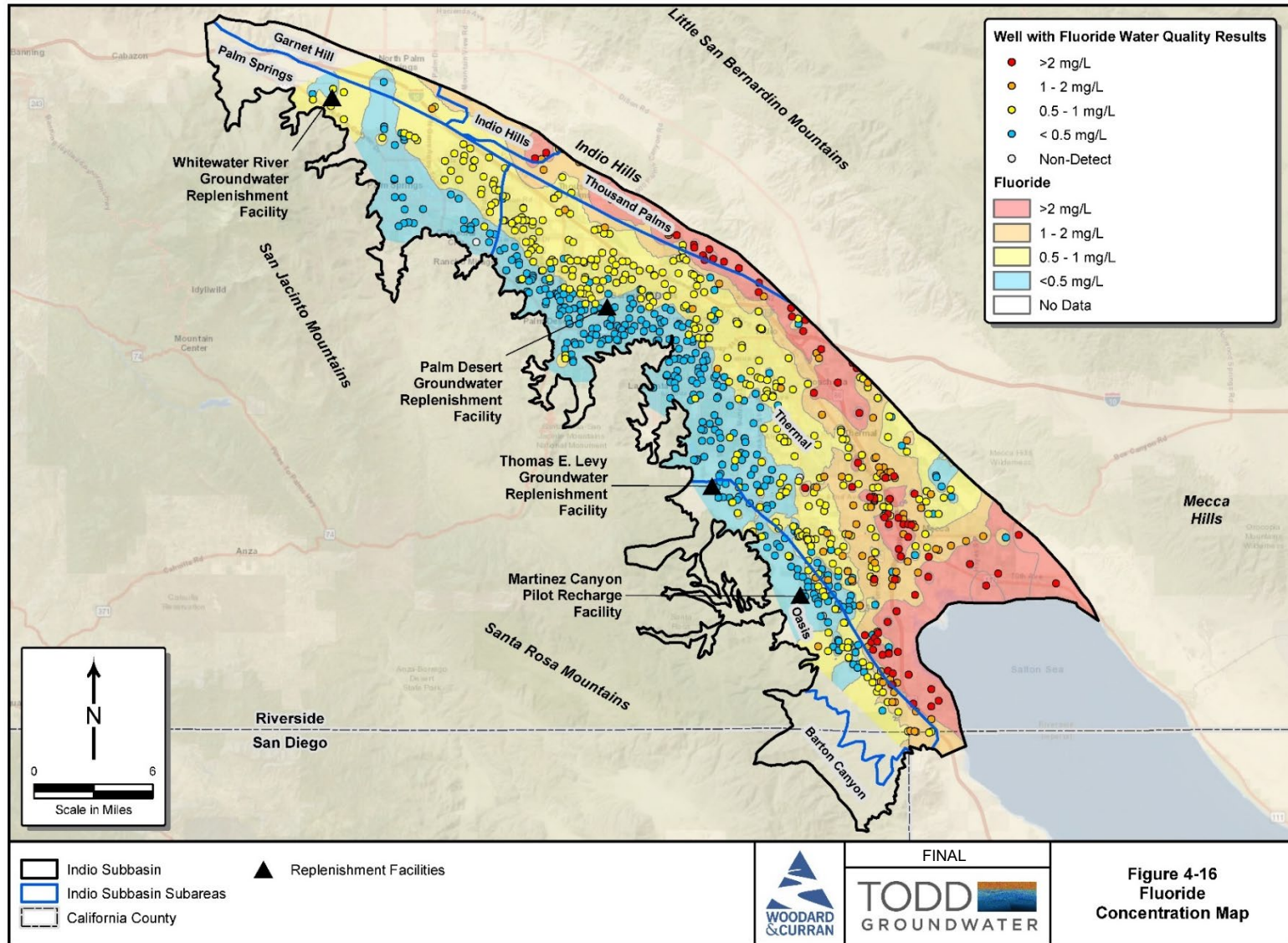


Figure 4-17. Perchlorate Concentration Map

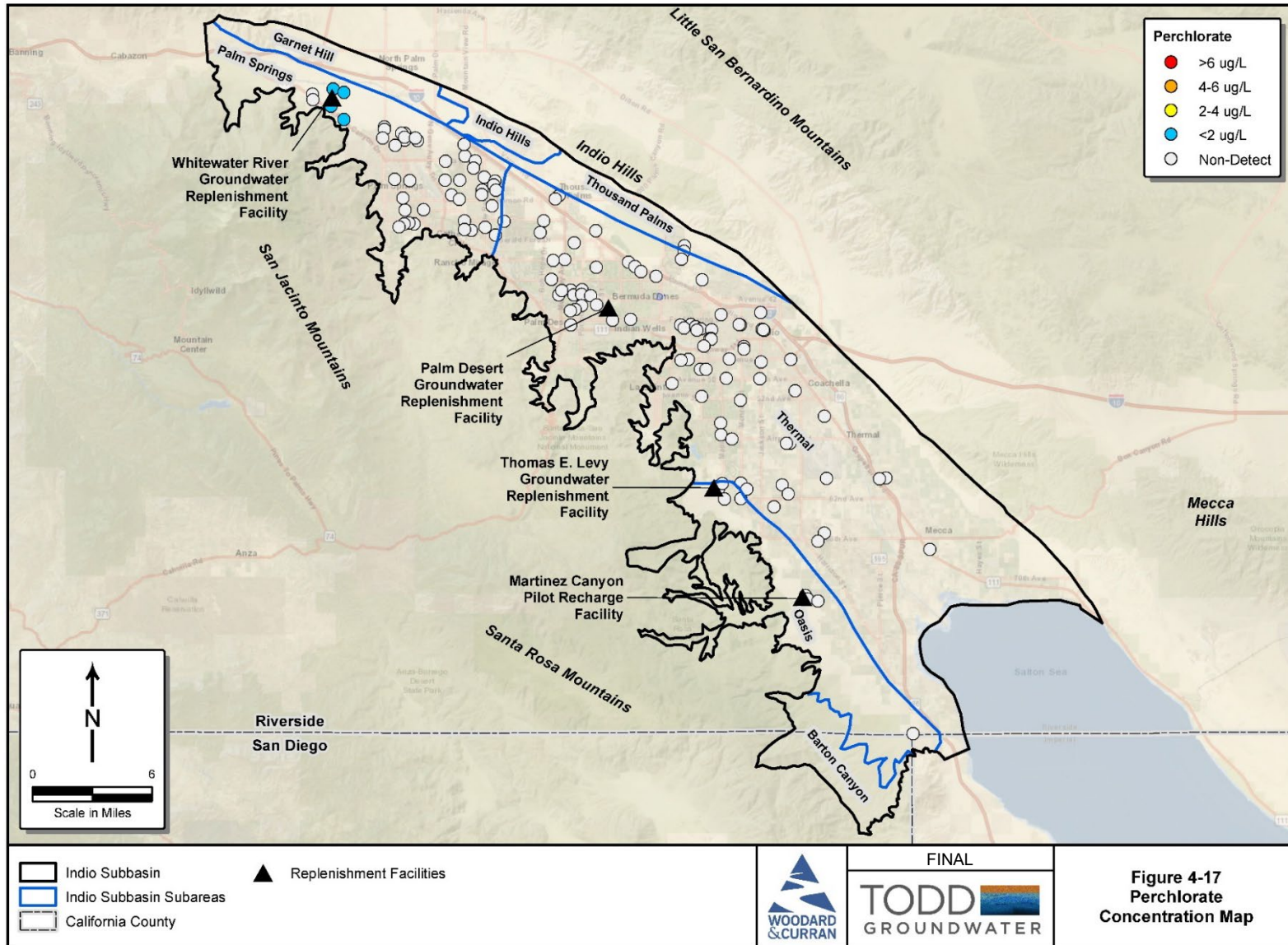
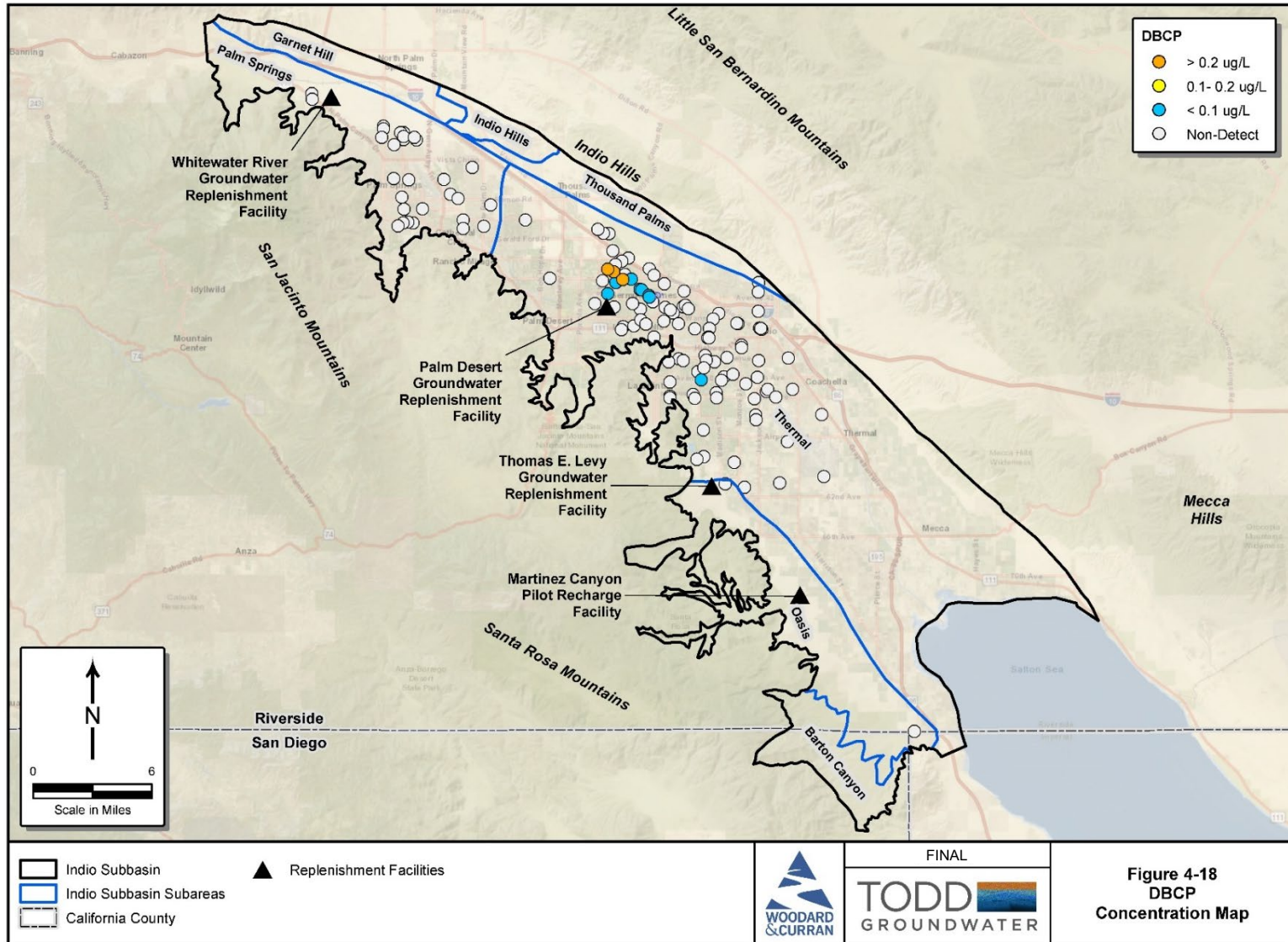


Figure 4-18. DBCP Concentration Map



#### 4.4.4 Water Quality Cross Sections

To evaluate vertical variations in groundwater quality, 14 vertical cross sections (A-A' through N-N') were prepared. The cross-section locations are shown in Figure 4-19 and the cross sections are shown in Figures 4-20 through 4-33, each of which documents the most recent concentrations reported from 1990 to 2019 for TDS, nitrate, arsenic, and chromium-6. Because the cross sections are intended to show vertical variations, shallow monitoring wells are included. The well screens on each cross section are color-coded according to the most recent concentration, which is shown at the bottom of the well profile. Vertical scales may vary between figures.

#### 4.4.5 Time-Concentration Plots for TDS and Nitrate

Figure 4-34 and Figure 4-35 present selected time-concentration plots that represent temporal trends in TDS and nitrate, respectively. Time-concentration plots were created for all wells with at least five TDS or nitrate measurements. These plots were then evaluated within the context of the water quality maps, water quality cross sections, and hydrogeologic cross sections to represent groundwater quality trends in various Subareas. The wells shown in the time-concentration plots were selected based on the following criteria:

- **Location** – Wells were selected to provide a broad distribution across the Subbasin.
- **Ongoing and/or recent monitoring** – Wells were prioritized with recent and frequent measurements over the 1990-2019 period.
- **Trends** – Wells that best represent groundwater quality trends in each Subarea were selected.
- **Well construction** – Wells with known screened depths were prioritized. Groups of wells with different screened intervals were selected to illustrate relationships between temporal water quality trends and depth.

In some cases, multiple wells are plotted on one chart and differentiated by different color lines. On the map the wells are circled with the corresponding chart color. Where wells are nested or are in essentially the same location, only one color is provided around the well symbol.

Figure 4-19. Water Quality Cross Section Location

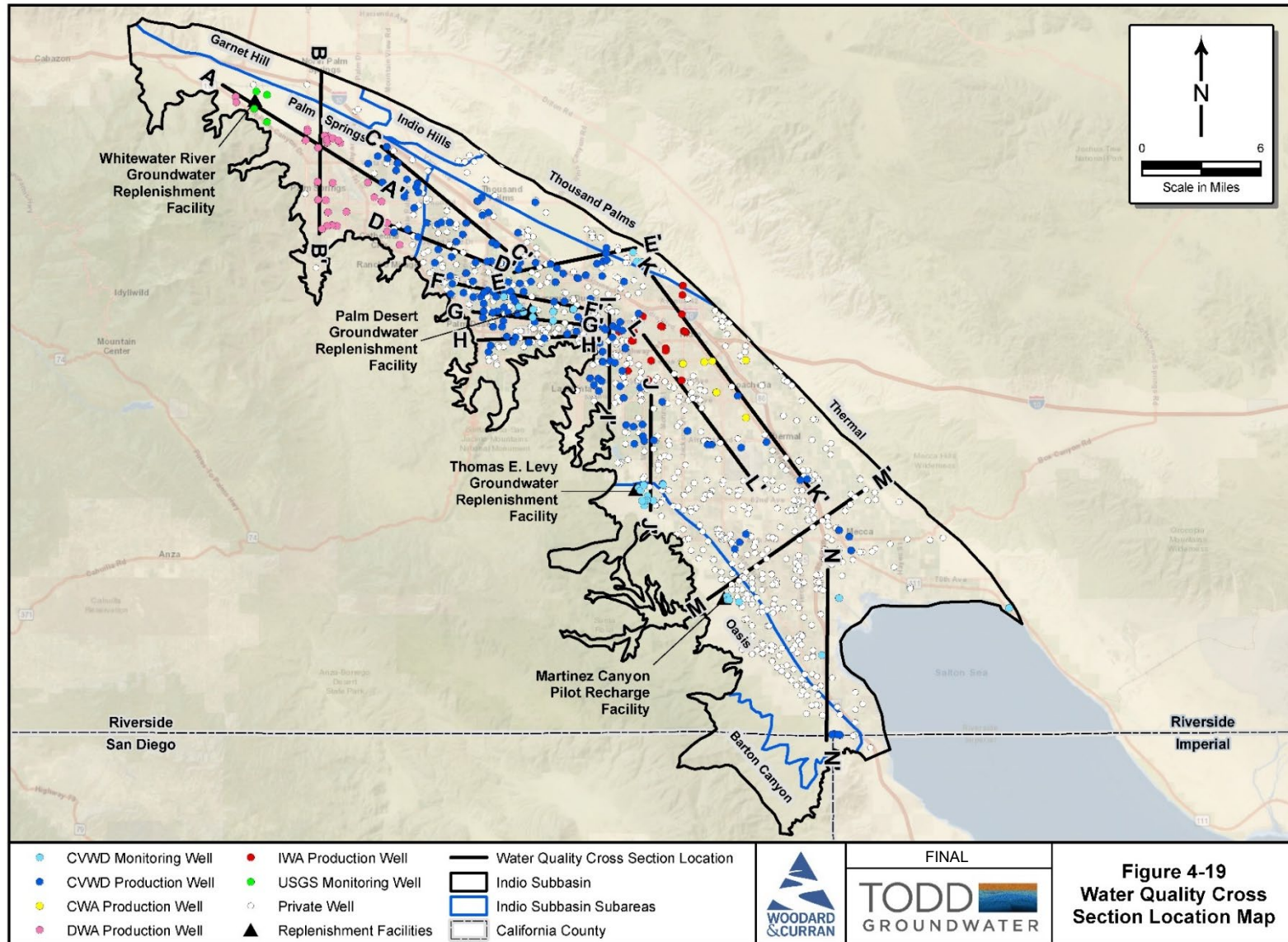
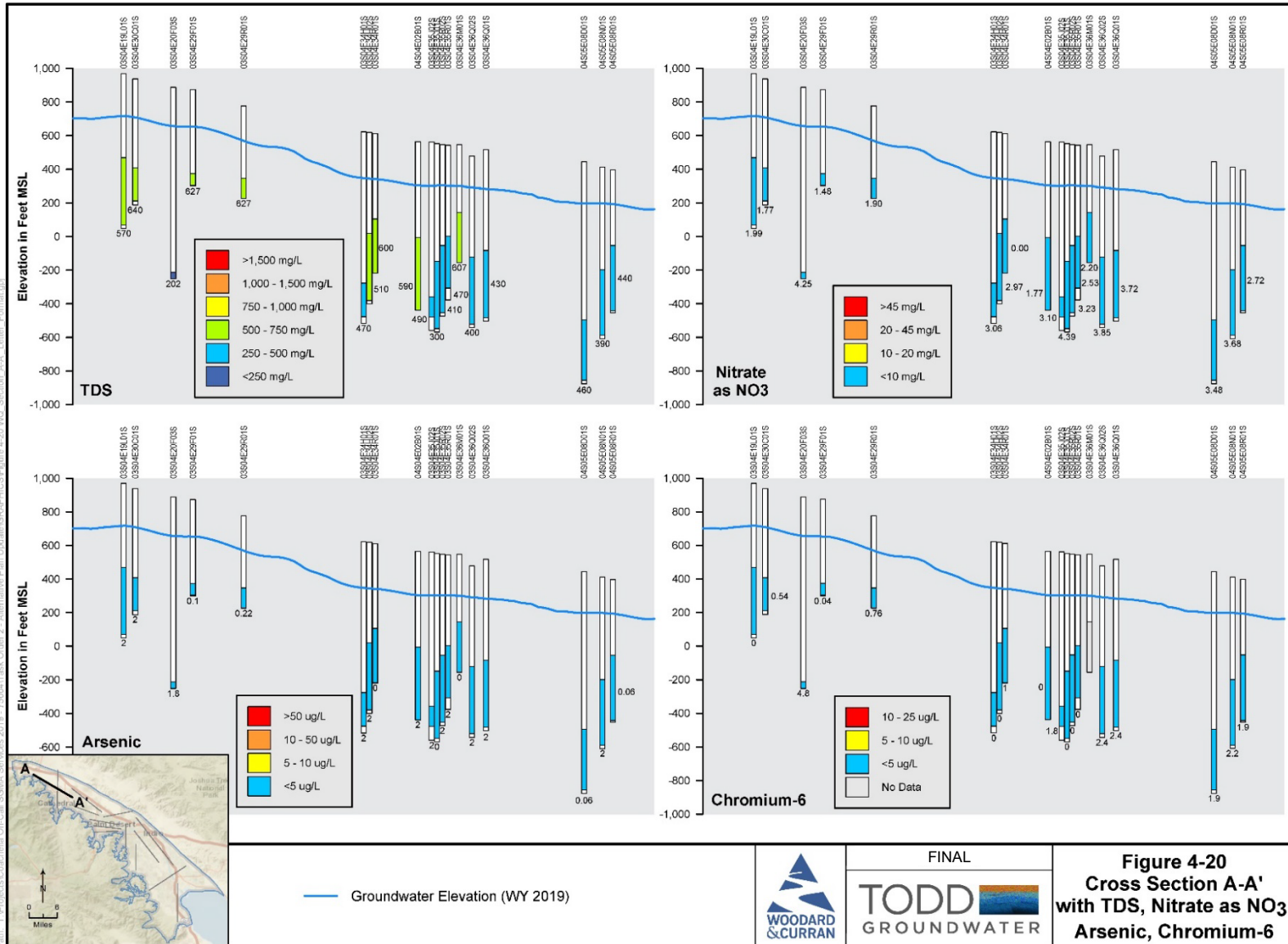




Figure 4-20. Cross Section A-A' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6



FINAL  
**TODD**  
 GROUNDWATER

**Figure 4-20**  
**Cross Section A-A'**  
**with TDS, Nitrate as NO<sub>3</sub>,**  
**Arsenic, Chromium-6**

Figure 4-21. Cross Section B-B' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

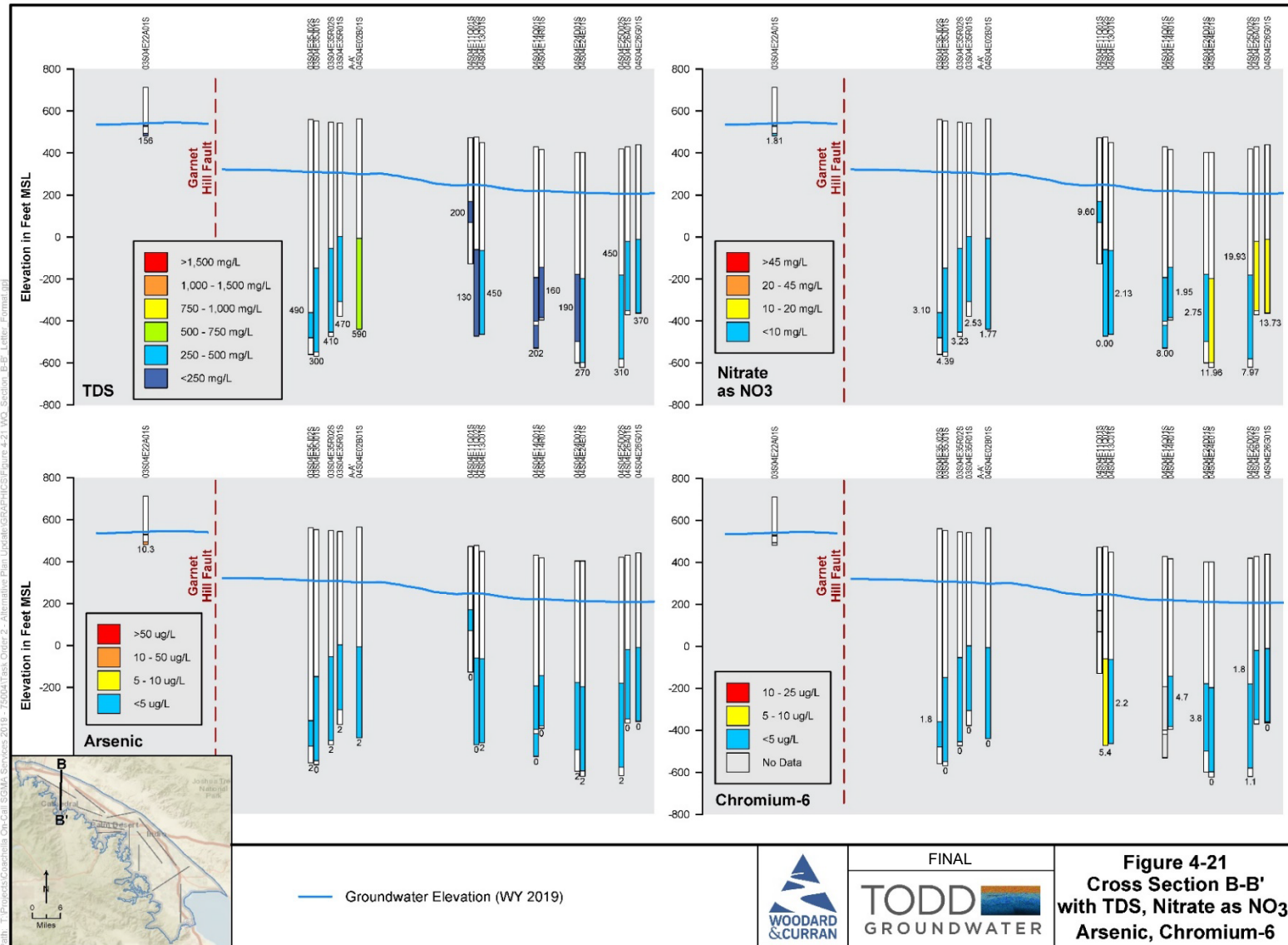


Figure 4-22. Cross Section C-C' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

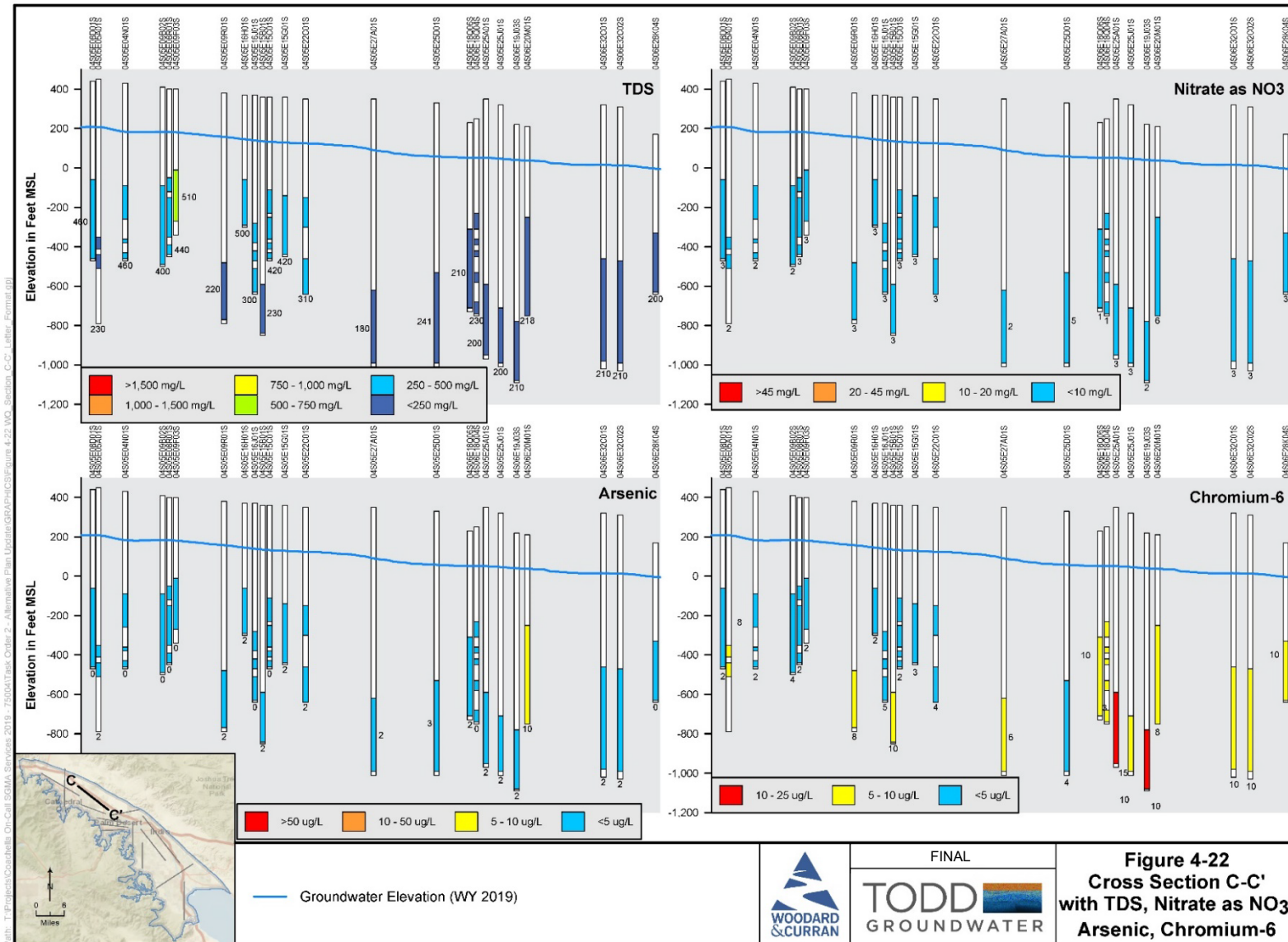


Figure 4-23. Cross Section D-D' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

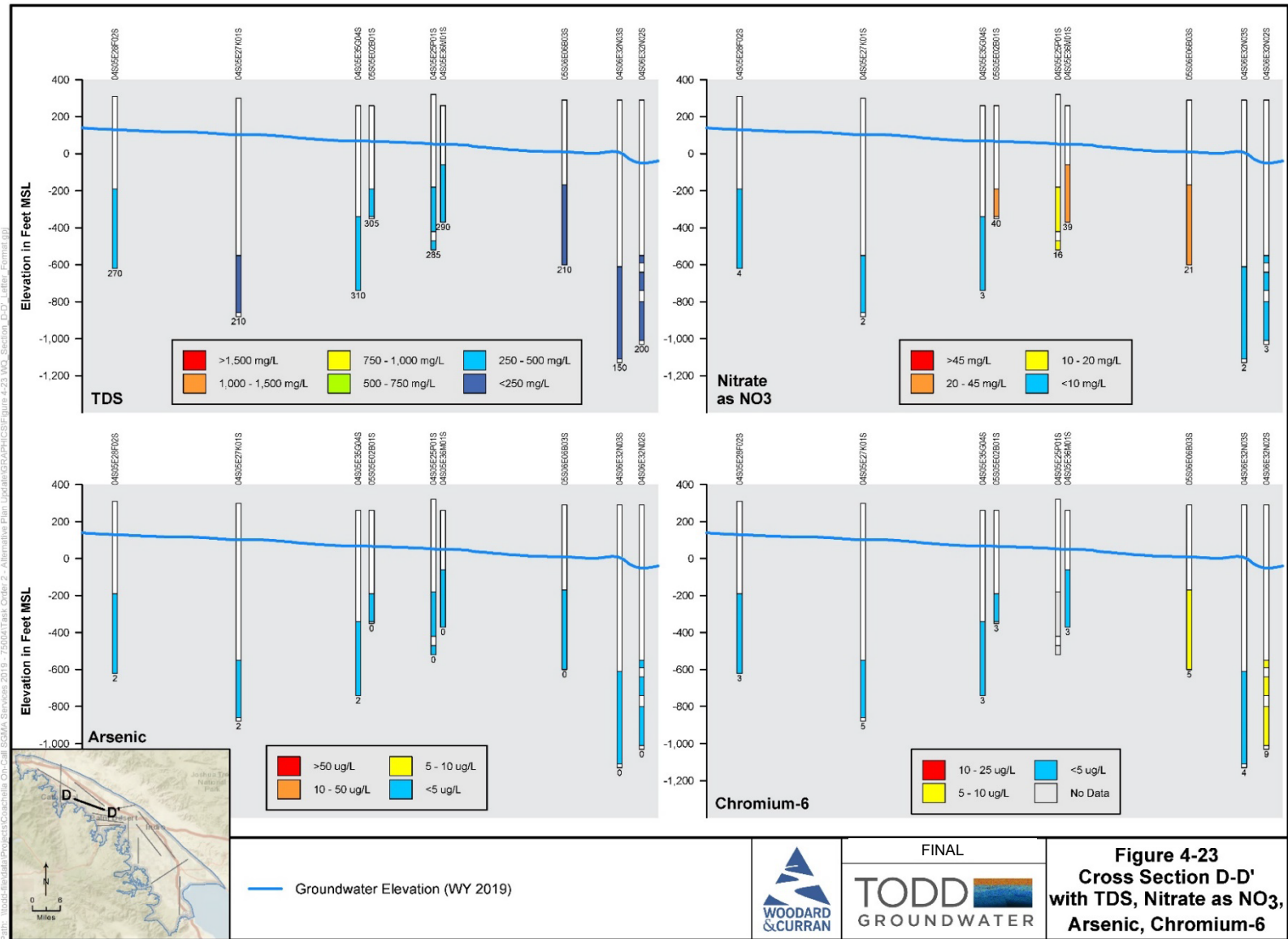


Figure 4-24. Cross Section E-E' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

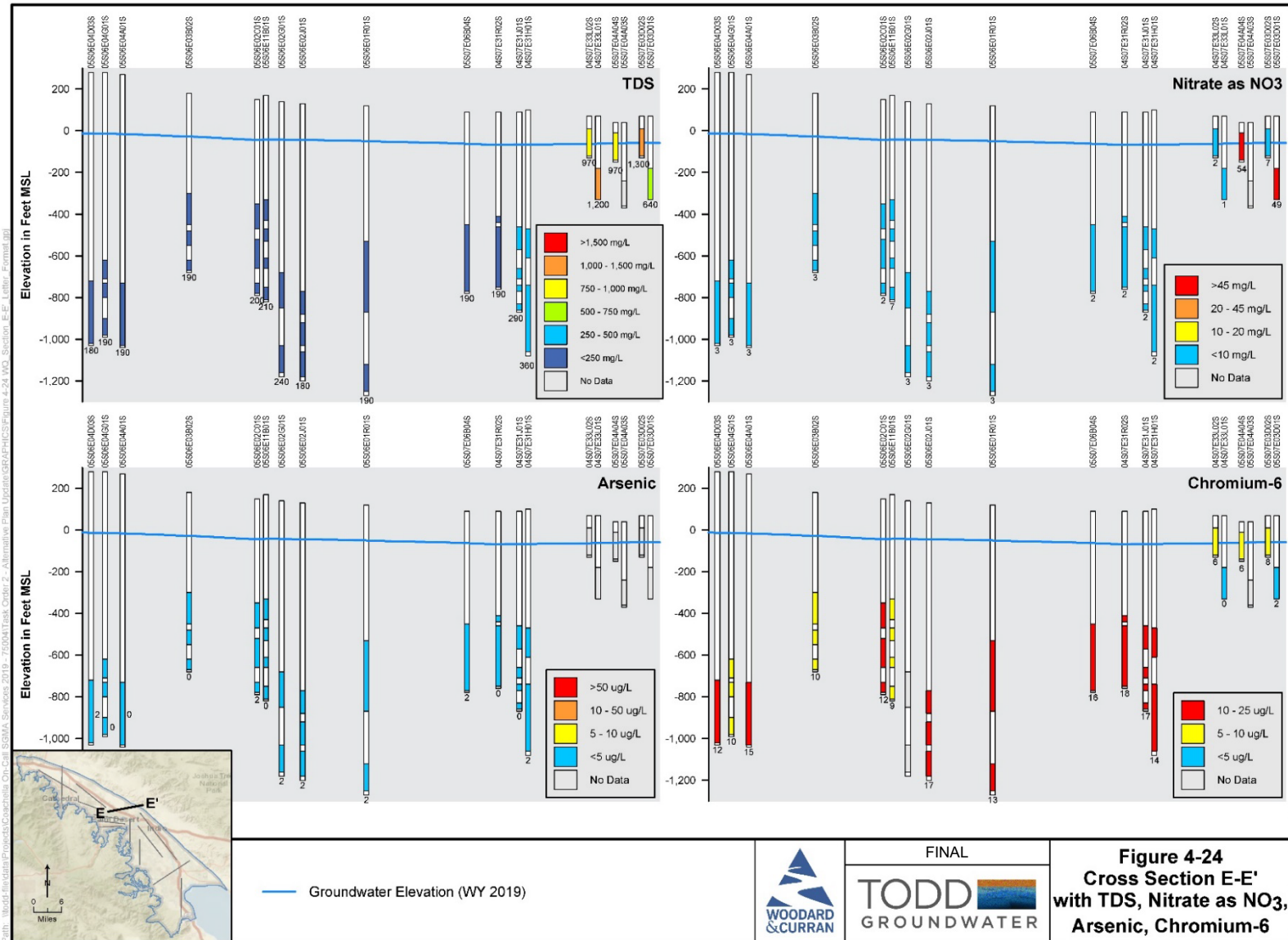


Figure 4-25. Cross Section F-F' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

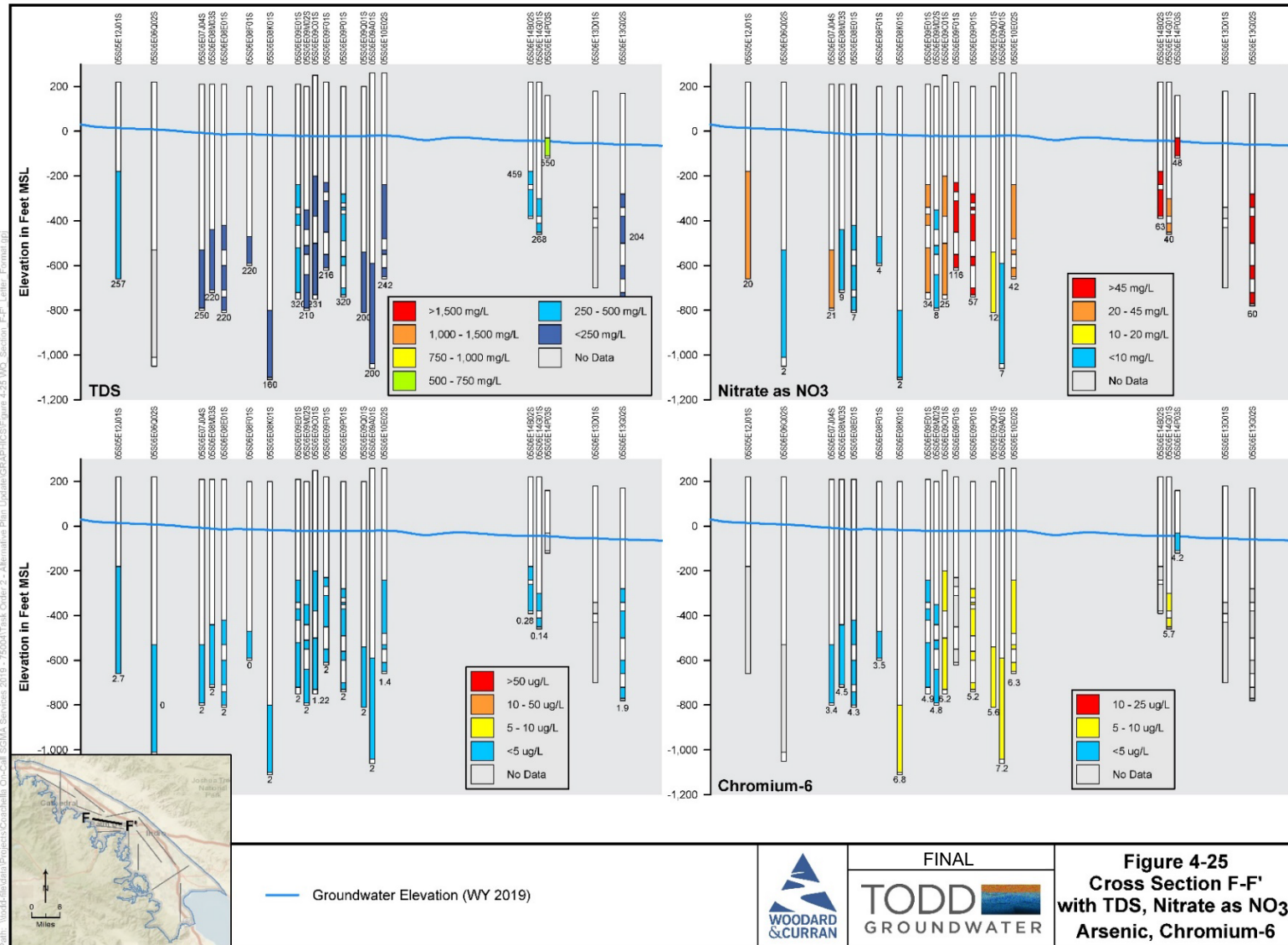


Figure 4-26. Cross Section G-G' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

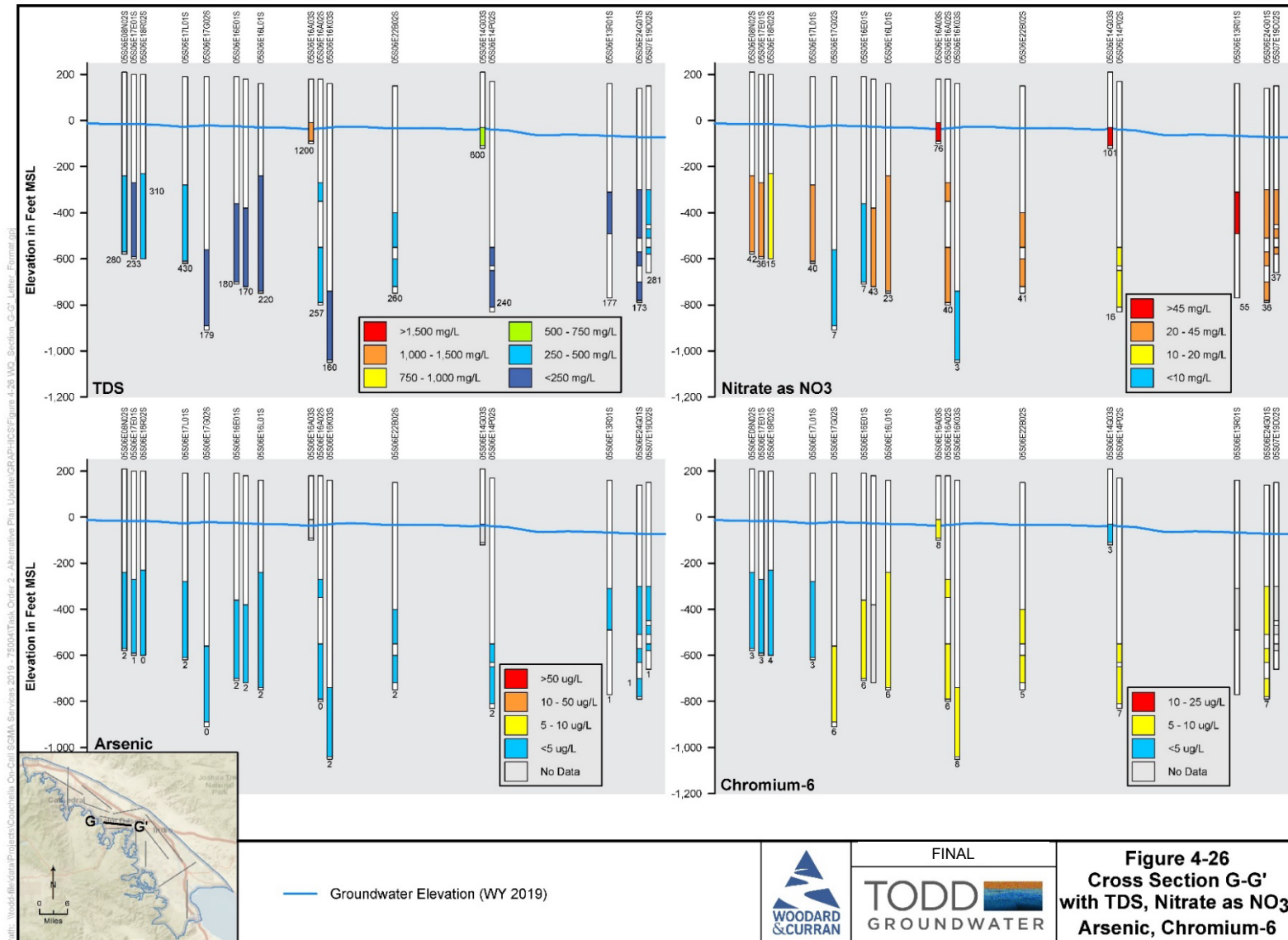


Figure 4-27. Cross Section H-H' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

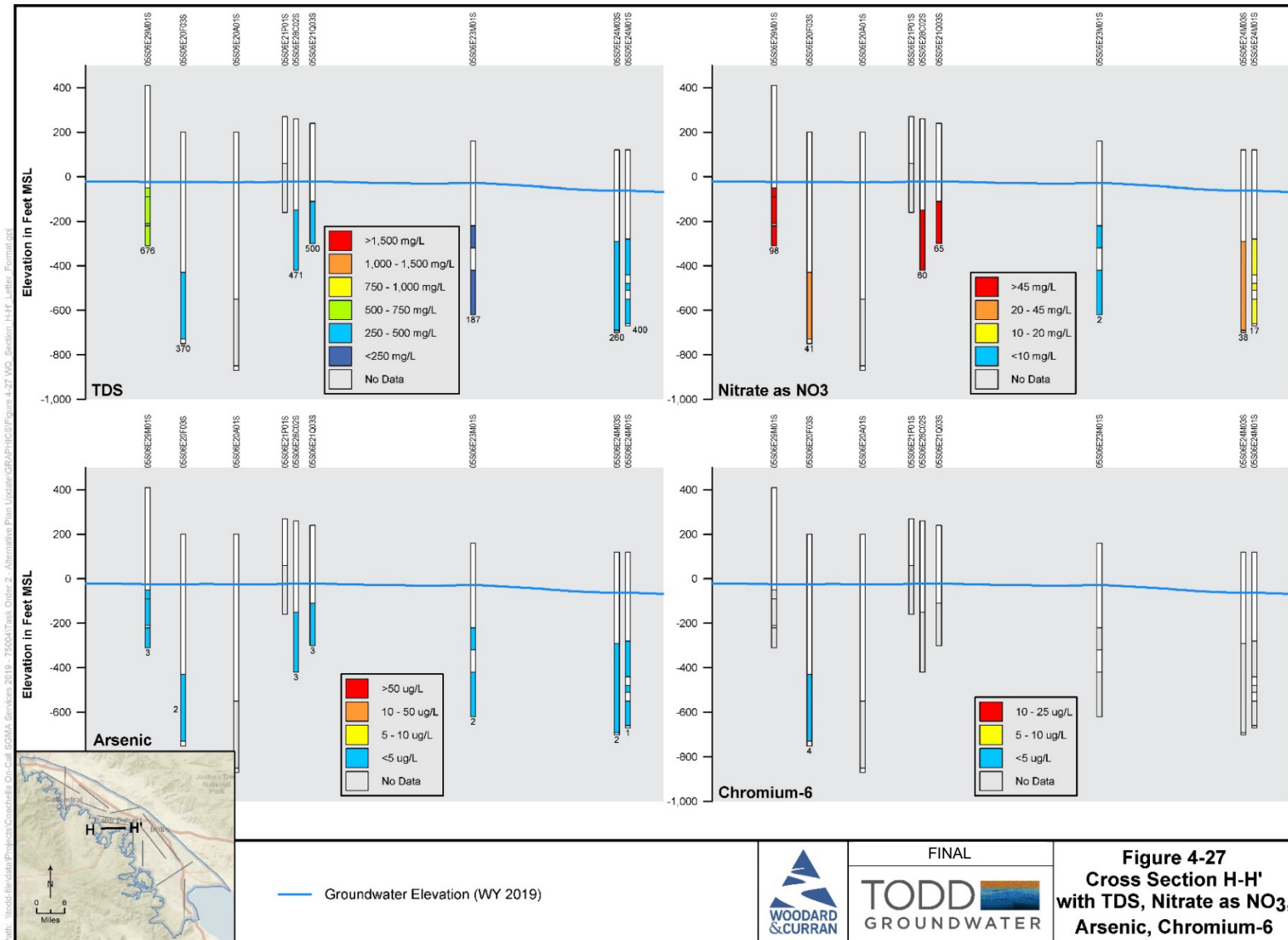




Figure 4-28. Cross Section I-I' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

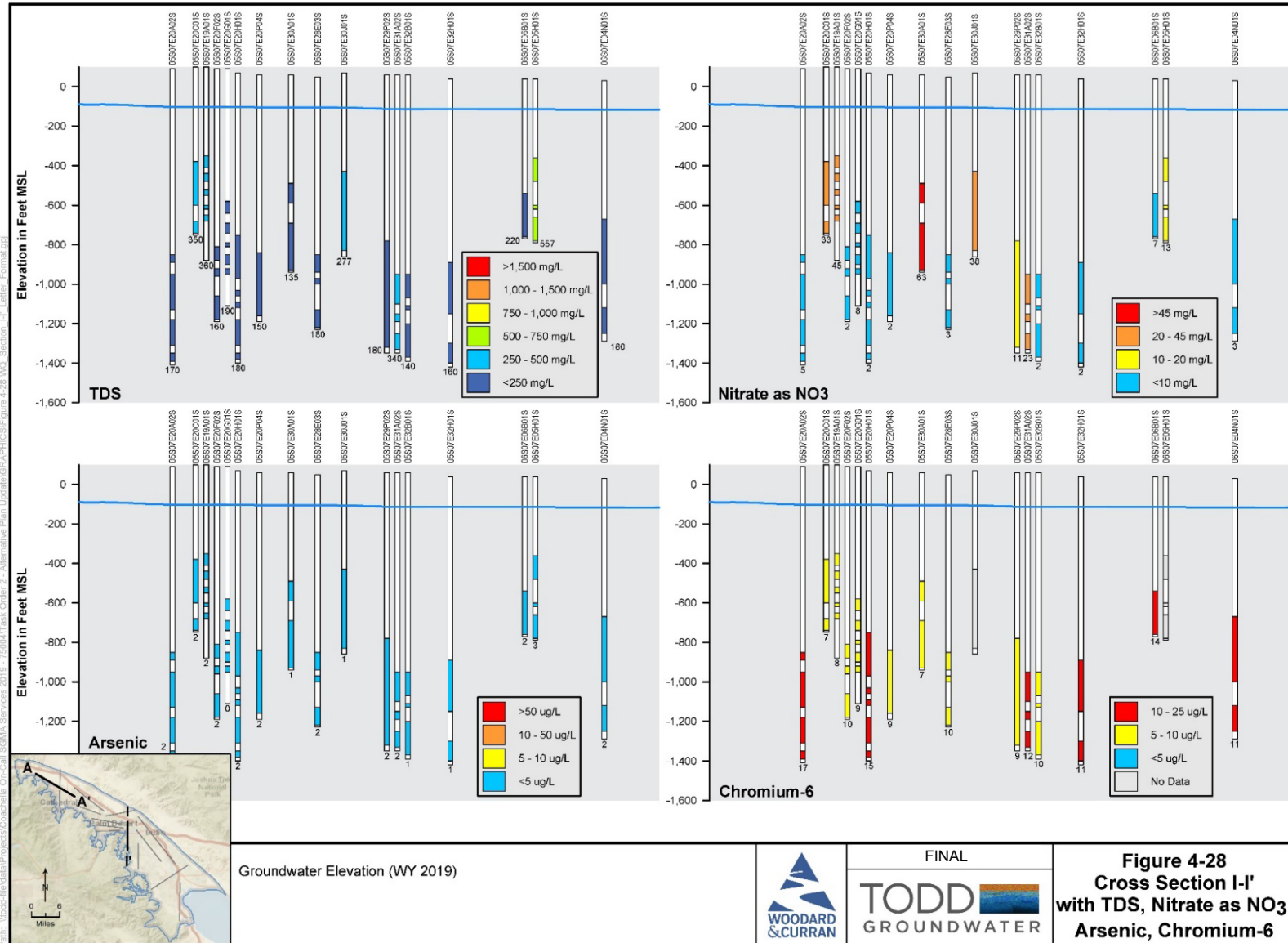


Figure 4-29. Cross Section J-J' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

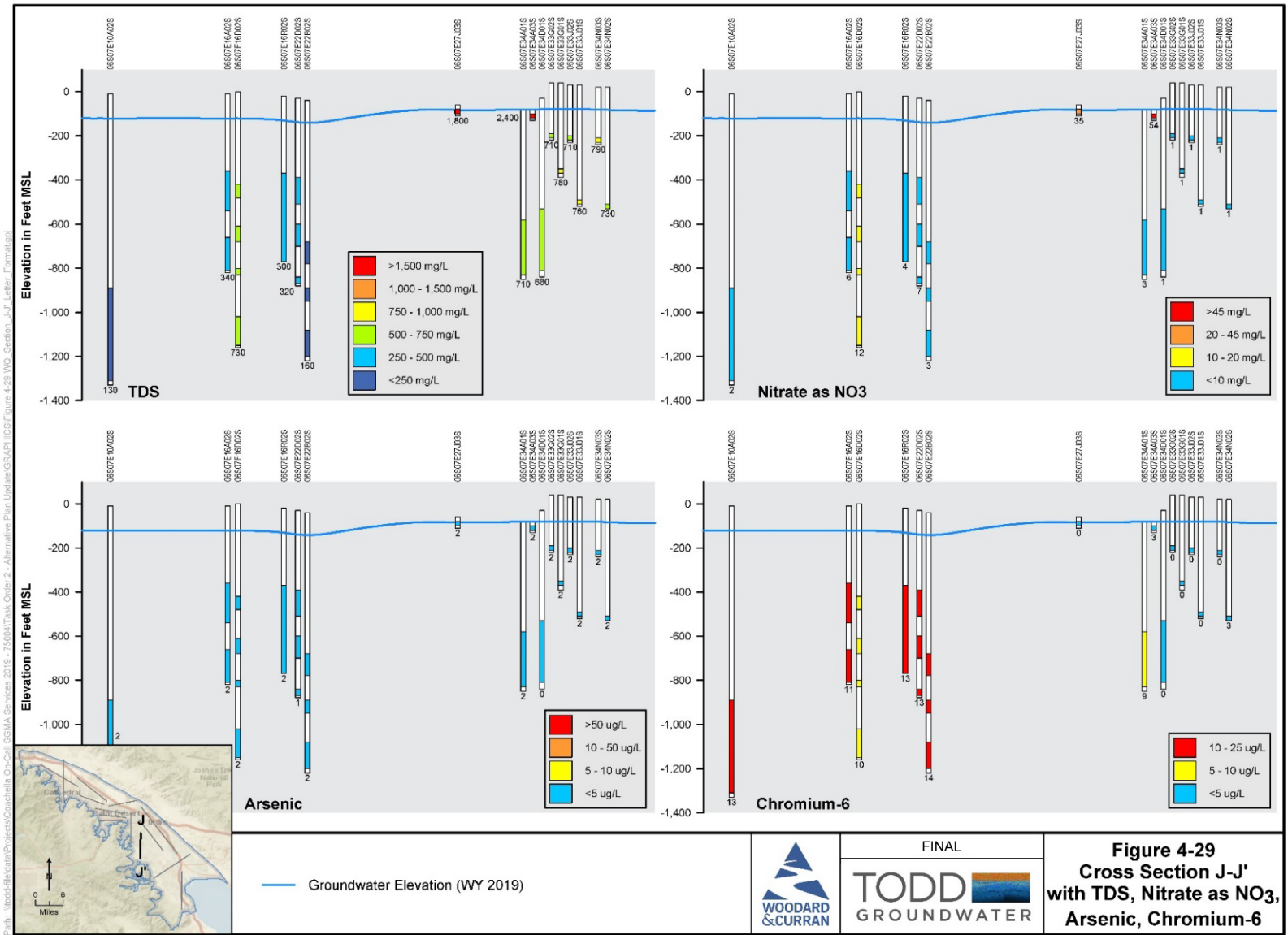


Figure 4-30. Cross Section K-K' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

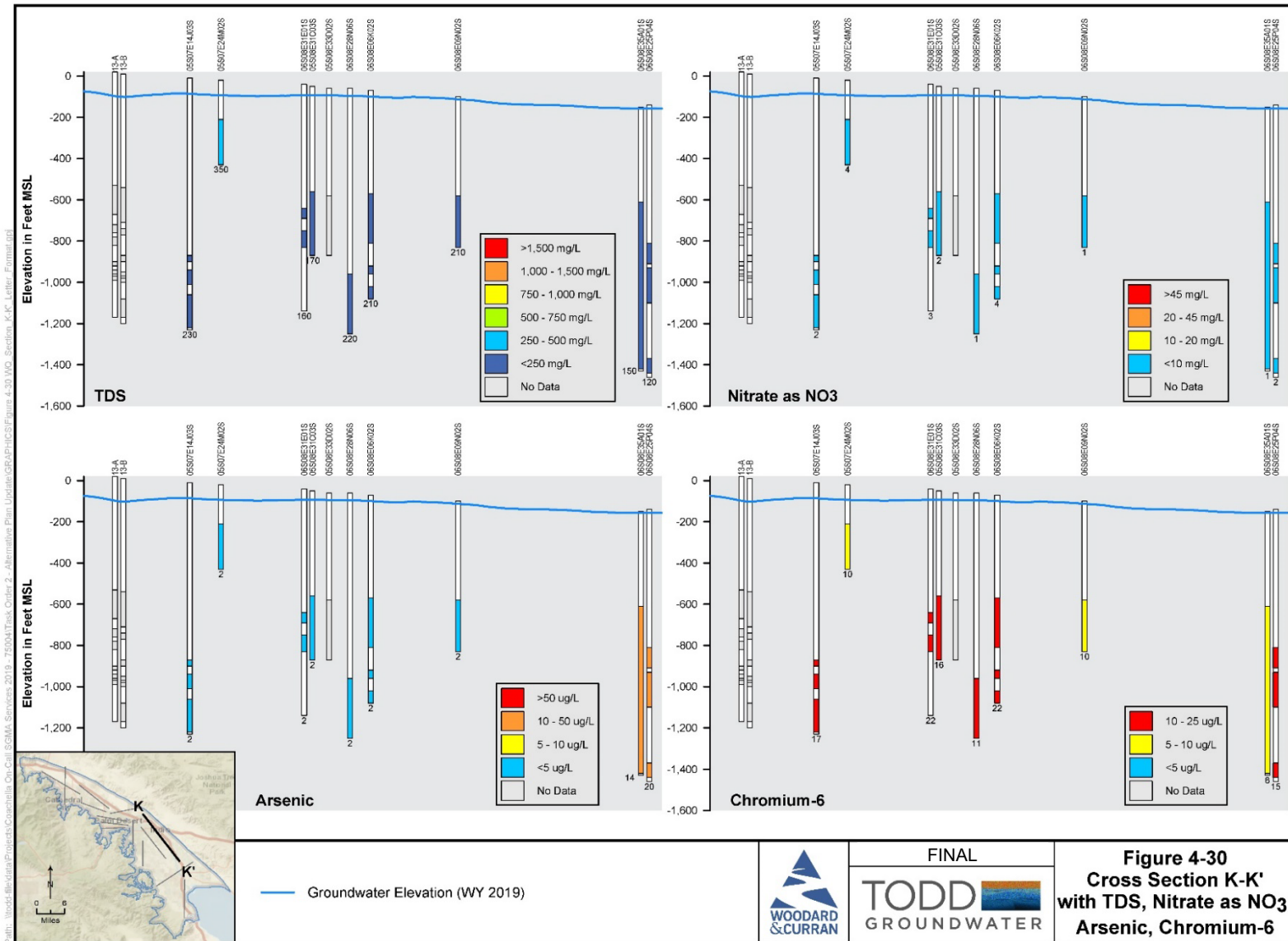


Figure 4-31. Cross Section L-L' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

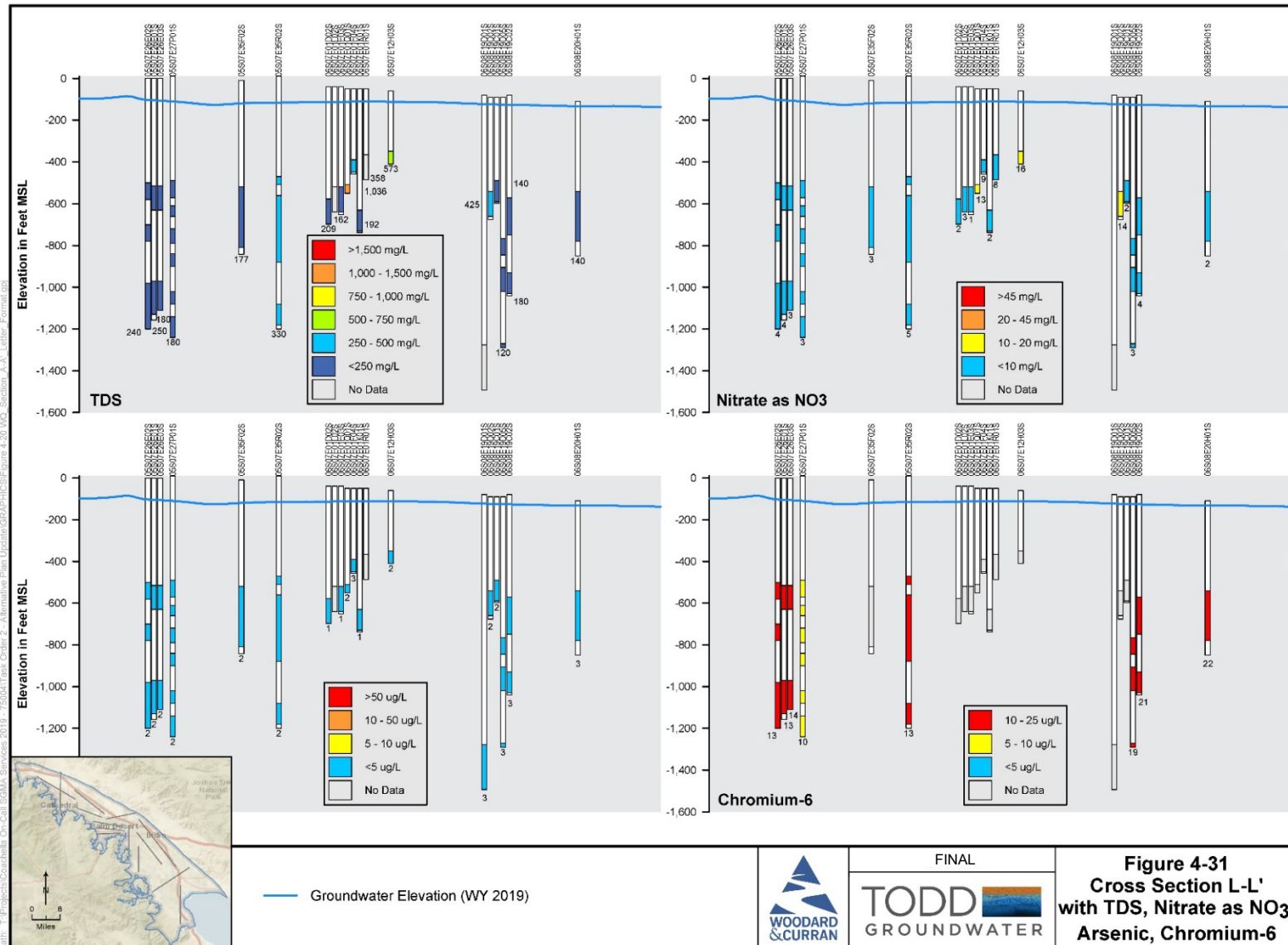


Figure 4-32. Cross Section M-M' with TDS, Nitrate as NO<sub>3</sub>, Arsenic, and Chromium-6

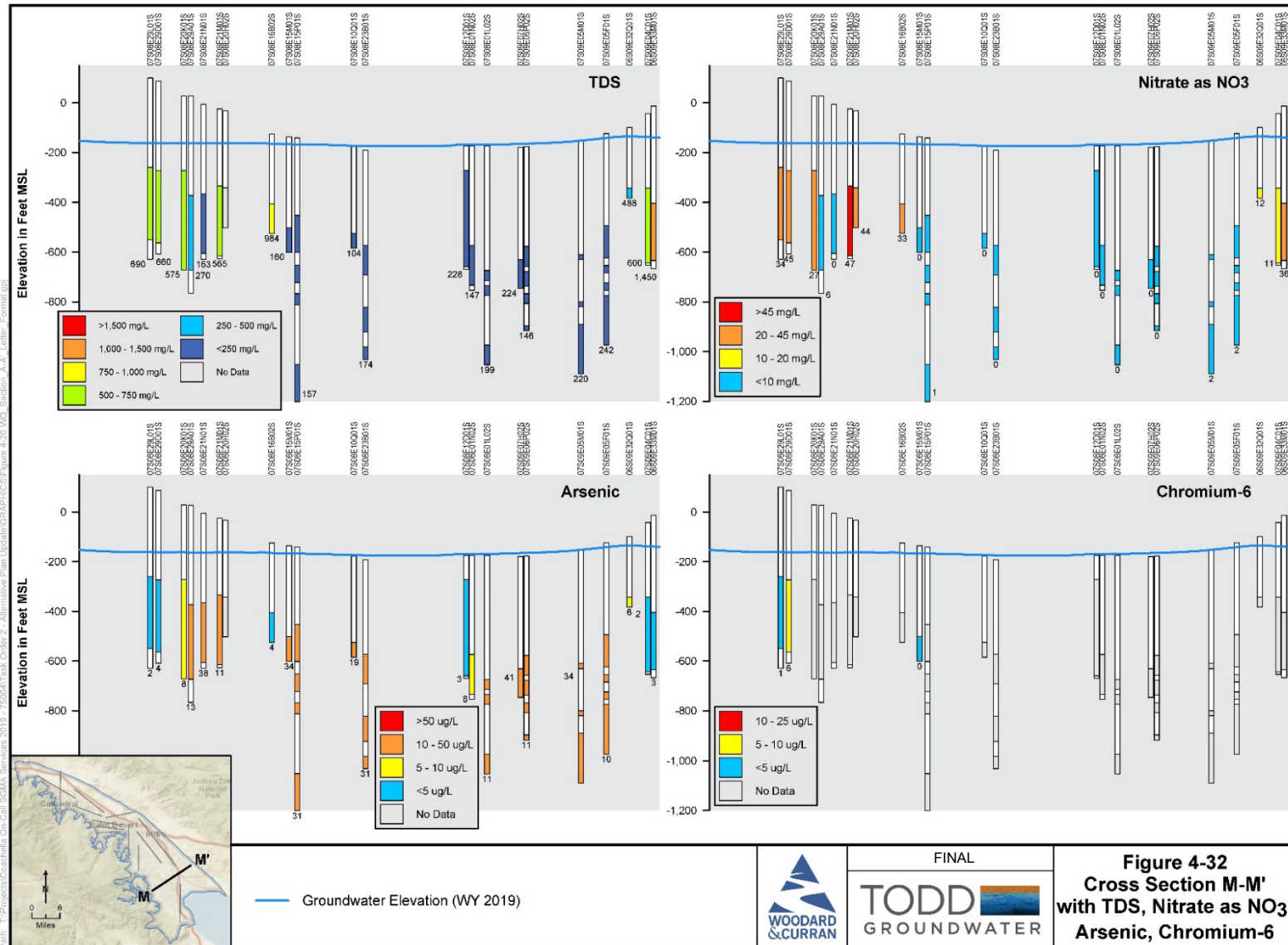




Figure 4-34. TDS Time-Concentration Plots

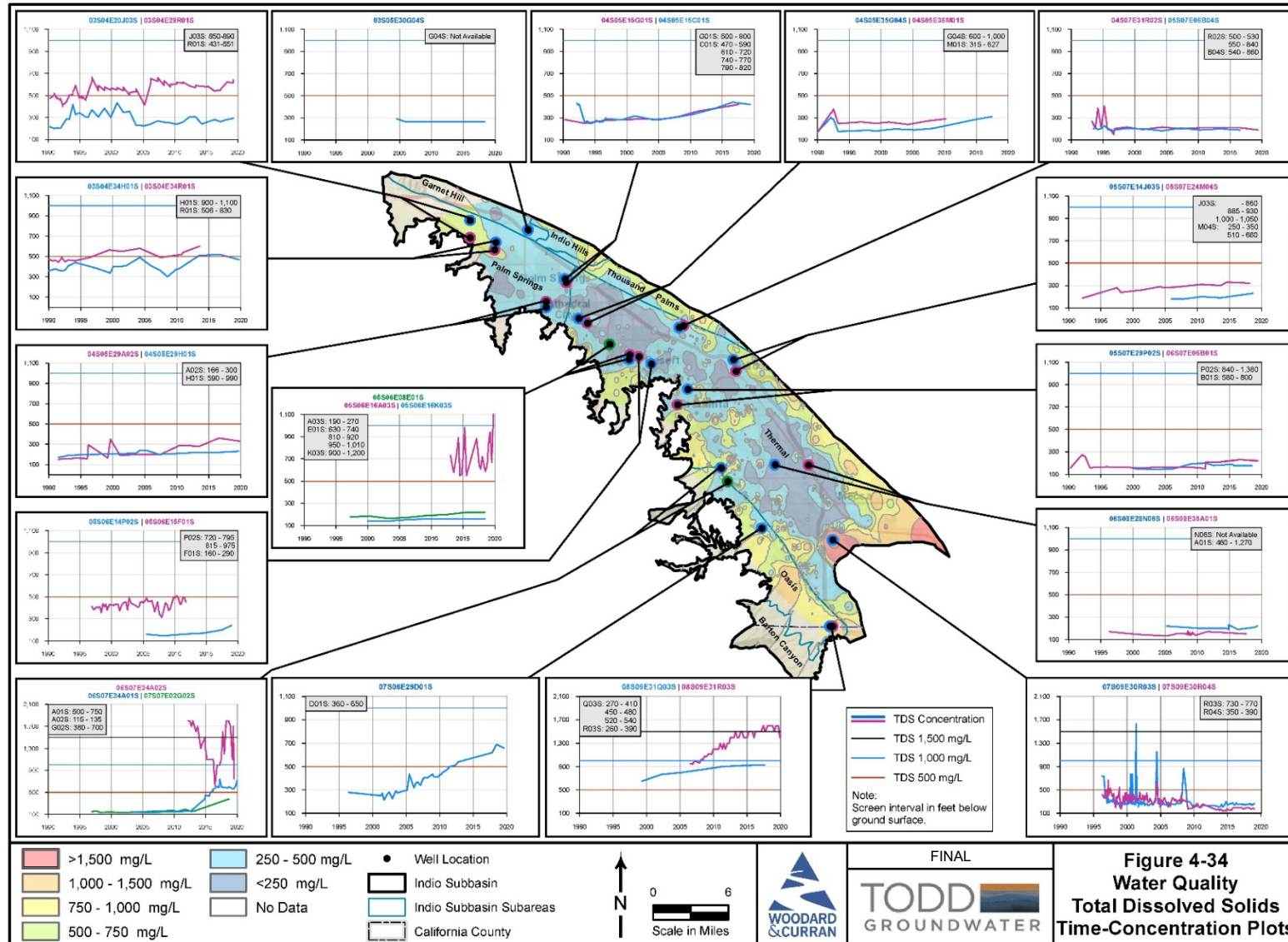
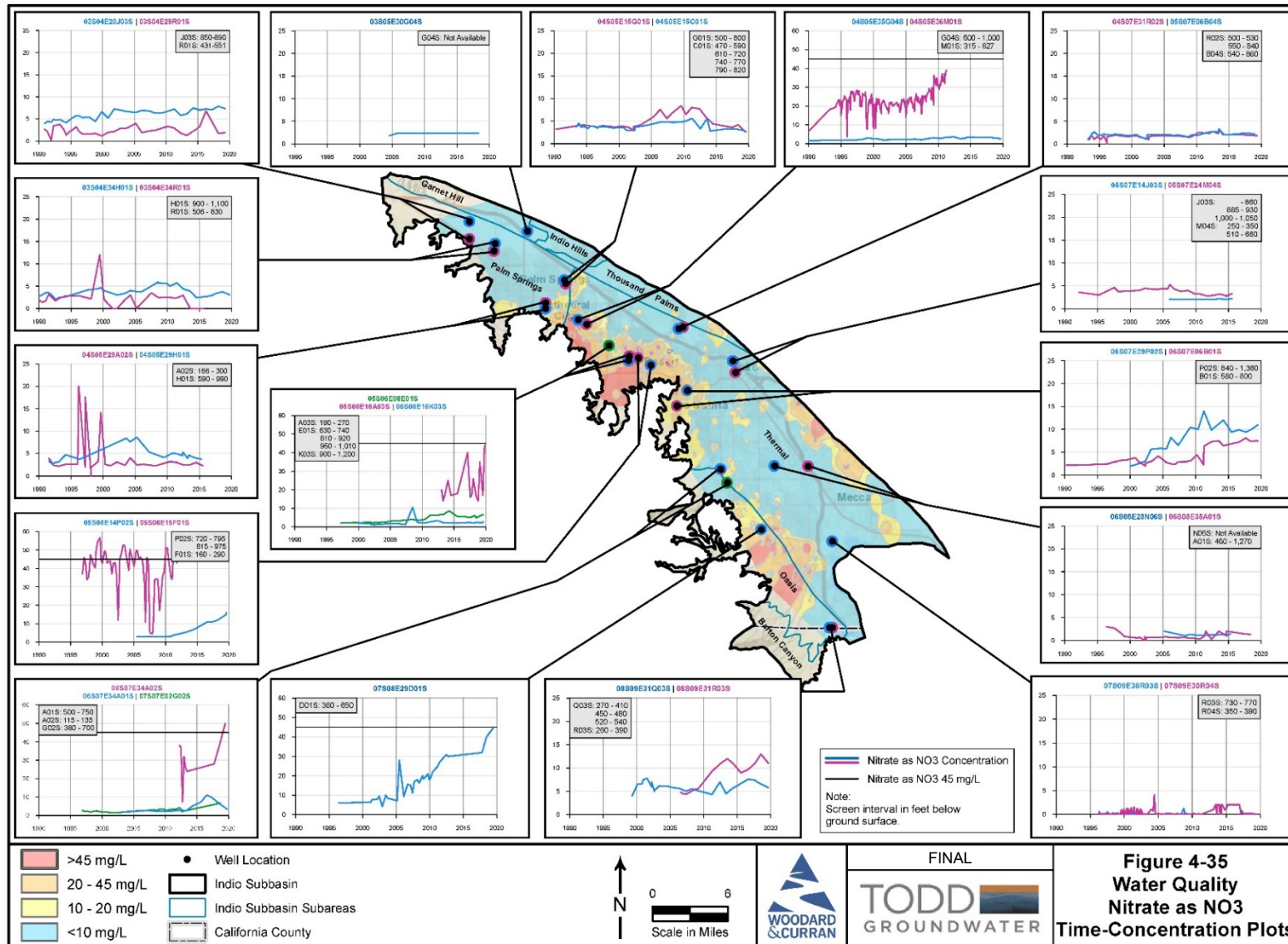


Figure 4-35. Nitrate as NO3 Time-Concentration Plots





#### 4.4.6 Total Dissolved Solids

Groundwater in the Indio Subbasin shows a wide range of salinity, measured in terms of TDS concentrations. No fixed Consumer Acceptance Contaminant Level has been established for TDS. Instead, TDS is regulated by Secondary Maximum Contaminant Levels (SMCLs), or Consumer Acceptance Contaminant Level Ranges, set by the SWRCB: a recommended 500 milligrams per liter (mg/L) level, an upper 1,000 mg/L level, and a short-term 1,500 mg/L limit. While primary maximum contaminant levels (MCLs) are health-based standards, SMCLs, such as those for TDS, are based on aesthetic concerns such as taste, color, and odor.

##### 4.4.6.1 Sources

TDS in the Subbasin is derived from natural sources, return flows from agricultural and landscape irrigation, recharge of imported Colorado River water, wastewater discharge (municipal and septic tanks), and subsurface inflows from adjacent Subbasins, such as the Desert Hot Springs Subbasin, which is characterized by poor water quality (DWR, 1964). Natural elevated TDS concentrations occur in the upper aquifer, typically along the Coachella Valley margins. Potential saltwater intrusion from the Salton Sea is addressed in Section 4.5.

Completion of the Coachella Canal in 1949 allowed use of Colorado River water for agricultural irrigation, with subsequent use for golf course and large landscape irrigation. As shown in the land use map (Figure 2-6 in Chapter 2, *Plan Area*) agriculture is most extensive in the East Valley. Irrigation results in evaporative concentration of TDS in shallow groundwater; the agricultural drain system helps alleviate such salt loading locally (see Figure 2-5 in Chapter 2, *Plan Area*).

Colorado River water has been used to replenish the Indio Subbasin and reverse overdraft. Deliveries have occurred from the Coachella Canal to Dike 4 (1994-2008), TEL-GRF (since 2009) and PD-GRF (since 2019), as well as from the Colorado River Aqueduct (CRA) to the WWR-GRF since 1973. The CRA supply has lower TDS concentration than the Coachella Canal supply, because it is diverted higher along the Colorado River.

Water use for domestic purposes results in salt loading to wastewater. Locations of water reclamation plants (WRPs) and other wastewater treatment facilities are shown in Figure 2-5 in Chapter 2, *Plan Area*. As described in Chapter 2, *Plan Area*, three WRPs currently provide recycled water for irrigation. For the other WRPs, treated effluent is discharged either to onsite percolation/evaporation ponds or to the Coachella Valley Storm Channel (CVSC) that conveys water to the Salton Sea. Some portions of the Subbasin (mostly rural) use septic tank/leachfield systems to treat and dispose wastewater.

##### 4.4.6.2 Distribution and Trends

TDS concentrations in the Indio Subbasin reflect multiple factors affecting geographic and vertical distribution as well as trends. These factors have changed over time as a result of changing land uses and water and wastewater management activities.

Figure 4-11 shows the spatial distribution of the most recent TDS concentrations results from wells included in this analysis. As noted in Section 4.4.3, the map shows the most recent value for each well with water quality data between 1990 and 2019, and shallow monitoring wells were excluded.

Figure 4-11 shows that groundwater over large portions of the Indio Subbasin has TDS concentrations less than 500 mg/L. While TDS concentrations are depth-dependent in many portions of the Indio Subbasin, a few spatial patterns are observed on the map. Groundwater in the center of the Subbasin has low TDS

concentrations, often less than 250 mg/L. The highest TDS concentrations (>1,500 mg/L) are observed near the Salton Sea. TDS concentrations along the perimeter of the Subbasin are frequently greater than 500 mg/L. The median TDS concentration in all wells included in the analysis is 308 mg/L. Of total wells sampled, 10 percent indicate most-recent TDS values greater than 1,000 mg/L, 32 percent indicate most-recent concentrations greater than 500 mg/L, and most wells show concentrations below 500 mg/L.

The top left portions of Figures 4-20 through 4-33 illustrate the vertical distribution of TDS concentrations for the 14 cross sections (A-A' through N-N'; see Figure 4-19 for locations). As shown, TDS concentrations generally are less than 500 mg/L and lowest concentrations occur in deep wells in the central Indio Subbasin. Several of the cross sections show shallow wells with screens at or just below the water table. These are few in number and not distributed evenly across the Subbasin but provide information on local shallow groundwater quality including in the vicinity of WRPs and groundwater replenishment facilities.

TDS trends are shown as selected time-concentration plots in Figure 4-34; note that the vertical scales mostly are 100 to 1,100 mg/L with three exceptions having scales up to 2,100 mg/L to accommodate higher concentrations. The time-concentration plots include some groupings of wells that are near one another but with screens in different vertical zones. The plots indicate that TDS concentrations in shallow zones typically are higher and more variable than in deeper zones.

As summarized in the *2002 CVWMP*, TDS concentrations in groundwater averaged less than 250 mg/L in the 1930s; and in the 1970s, groundwater typically contained 300 mg/L TDS in the shallow aquifer and 150 to 200 mg/L TDS in the deep aquifer. The *2002 CVWMP* reported then-current TDS concentrations in the shallow aquifer averaging 544 mg/L, and in the deep aquifer averaging 204 mg/L (CVWD, 2002). The *2015 Salt and Nutrient Management Plan* (SNMP, 2015) reported that the median TDS concentration was 520 mg/L in the shallow aquifer of the West Valley and 195 mg/L in the deep aquifer of the West Valley. In the East Valley, the median TDS concentration was reported as 698 mg/L in the shallow aquifer and 160 mg/L in the deep aquifer. Increases in TDS concentrations since 1990 are indicated on Figure 4-34, with lower rates of increase generally in deeper zones as well as in the central and eastern Thermal Subarea.

The various factors contributing to salt loading are being evaluated and managed to protect groundwater quality in the context of other sustainability criteria such as potential storage depletion, seawater intrusion, and chronic groundwater level declines. Chapter 8, *Regulatory and Policy Issues*, provides updates on salinity management, the *2015 Salt and Nutrient Management Plan*, and other salinity-related issues.

#### 4.4.7 Nitrate

Groundwater in the Indio Subbasin shows a range of nitrate concentrations from very low background levels (less than 1 mg/L) to concentrations exceeding the drinking water standard. The drinking water standard or primary MCL for nitrate is 45 mg/L when measured as nitrate.<sup>2</sup>

Nitrate concentrations were reported from 932 wells between 1990 and 2019. The most recent measurements from each well show a median nitrate concentration of 3.6 mg/L. For 104 wells, or 11 percent of all wells sampled, the most recent nitrate concentrations were greater than 45 mg/L. Shallow monitoring wells (associated with local monitoring around facilities such as WRPs) are not included in this

<sup>2</sup> The MCL is 10 mg/L for nitrate when measured as nitrogen. All nitrate as nitrogen concentrations were converted to nitrate as nitrate for this groundwater quality assessment.

accounting because the mapping is intended to depict water quality in vertical zones that generally provide groundwater supply to production wells. In general, wells with high nitrate concentrations are relatively shallow wells. However, one well with a recent detection greater than 45 mg/L is a relatively deep well (400 feet deep well MW-4D) providing monitoring downgradient from CVWD's Water Reclamation Plant 7 (WRP-7) in an area that was historically used for agriculture.

Elevated nitrate was identified as an emerging issue in the *2010 CVWMP Update*. In Chapter 8, *Regulatory and Policy Issues*, an updated focus is on small water systems. Since 2010, nitrate as nitrogen was measured from 85 wells serving small water systems. Of these, nitrate concentrations exceeded the primary MCL in 5 wells.

Quantification of nitrate loading to the groundwater system is being addressed through the SNMP process.

#### 4.4.7.1 Sources

Historical land uses have contributed to nitrate currently detected in groundwater. Such legacy nitrate loading has occurred from historical agriculture and agricultural development of mesquite lands as well as rural septic systems (prior to development of centralized wastewater collection, treatment, and disposal systems). Historically, portions of the now-urban Indian Wells were characterized by extensive mesquite forests (Huberty, et al., 1948). Under natural conditions, moisture was insufficient to decompose leaves and twigs and consequently, large amounts of nitrogen-containing litter accumulated under the trees. When the lands were cleared, leveled, and irrigated for agriculture, the organic matter was decomposed and nitrate was leached by irrigation return flow and migrated to the underlying water table. In addition, irrigated agriculture historically extended farther northwestward into now-urban areas (DWR, 1964, see Plate 13); assuming fertilizer use, such agriculture represents legacy loading of nitrate.

Ongoing activities that currently contribute nitrate loading include use of nitrogen-based fertilizers for agriculture, golf courses, and landscaping; septic tank percolation; and wastewater disposal through percolation.

#### 4.4.7.2 Distribution and Trends

Nitrate concentrations in Indio Subbasin groundwater vary spatially, with depth, and temporally, as summarized in the following paragraphs.

Figure 4-12 shows the spatial distribution of most recent nitrate concentrations in groundwater. As discussed in Section 4.4.3, the map shows the most recent value for each well with water quality data between 1990 and 2019, and shallow monitoring wells were excluded.

As shown, the highest nitrate concentrations occur mostly along the western margins of the Indio Subbasin. Some of these areas, such as northwestern portions of the Thermal Subarea, have a long history of agricultural and urban development, as well as nitrate loading from multiple sources associated with native vegetation, agricultural processes, and wastewater percolation. A study was conducted in 2019 (Todd, 2019) of shallow groundwater near the WRP-10 in Palm Desert. Analysis of the groundwater using nitrate and oxygen isotopes indicated that the primary source of nitrate in groundwater near WRP-10 is soil nitrate; in other words, the nitrate derived from mesquite tree debris stored in soils. The study also revealed the isotopic signatures of nitrate from fertilizer, manure, and wastewater.

The cross sections (Figures 4-20 to 4-34) indicate that nitrate concentrations generally are higher in shallow groundwater compared with deeper groundwater. Cross Sections D-D', G-G', and I-I' particularly illustrate the contrast of high nitrate concentrations in shallow wells and lower concentrations in deeper wells. While deeper groundwater tends to be higher quality, the occurrence of nitrate loading, pumping, and the vertical transport of water through screened well intervals can cause nitrate-rich water to migrate downward.

Nitrate trends are documented in the time-concentration plots on Figure 4-35.<sup>3</sup> Review of the plots shows significant variability in shallow nitrate concentrations and local increases in nitrate concentrations, mostly in the western areas where concentrations are already elevated in shallow wells. The occurrence of high nitrate concentrations in shallow zones and increasing nitrate concentrations in nearby deeper wells is also revealed in Figure 4-35 (for example, see lower left plots), which suggests local downward migration.

#### 4.4.8 Arsenic

Arsenic was identified in the *2010 CVWMP Update* as an emerging issue. An update is provided in Chapter 8, *Regulatory and Policy Issues*. Arsenic is found to have carcinogenic and non-carcinogenic effects on health if ingested at high levels over a long period of time. Both the federal and California state governments have established a primary drinking water MCL for arsenic of 10 µg/L.

Both the areal and vertical distributions of arsenic were examined. Arsenic naturally occurs in groundwater, generally derived from basin sediments, and often dissolved in groundwater with anoxic or high-pH conditions. As shown on Figure 4-13, arsenic concentrations are highest in the southern portion of the Indio Subbasin, directly northwest of the Salton Sea. Review of the cross sections indicates low arsenic concentrations except in the southernmost sections (see Figures 4-32 and 4-33). Figure 4-32 (Cross Section M-M') indicates that arsenic concentrations are higher in deeper groundwater. Arsenic could be more prevalent in deeper groundwater because the deeper groundwater has anoxic conditions, a longer residence time, or geothermal activity.

Of the most recently measured arsenic concentrations in all wells, arsenic levels were below the detection limit (ranging from 0.06 to 3.95 µg/L) in 55 percent of wells. While most arsenic concentrations are low, 153 wells, or 16.9 percent of all wells, had the most recent arsenic measurements greater than the 10 µg/L MCL. As shown in Figure 4-13, elevated arsenic concentrations occur in the eastern portion of the Indio Subbasin, near the Salton Sea. The maximum arsenic measurement observed was 136 µg/L.

Arsenic is primarily a concern for small water systems and private domestic wells. As described in Chapter 8, *Regulatory and Policy Issues*, arsenic in small water systems is being addressed by Riverside County and by CVWD's Disadvantaged Communities Infrastructure Task Force. Large public water systems are able to selectively drill wells in areas or to depths with low arsenic concentrations, decommission affected wells, or provide water treatment to remove arsenic prior to delivery. These activities are less accessible to small water systems or private domestic well owners. Only 10 out of 234 CVWD, DWA, CWA, or IWA public supply wells show arsenic concentrations greater than 10 µg/L in their most recent measurement; 4 of these 10 wells have not been sampled in the past 15 years. All four wells are CVWD wells, inactive, and no longer permitted under the SWRCB's Division of Drinking Water (DDW) program for municipal use.

<sup>3</sup> Note that vertical scales on Figure 4-35 are mostly 0 to 25 mg/L except five plots with scales of 0 to 60 mg/L to accommodate high nitrate concentrations along the western Subbasin margin.

CVWD has installed three treatment plants between 2004 and 2006 to reduce arsenic levels in wells serving groundwater to communities located along the eastern and northern shores of the Salton Sea including Mecca, North Shore, Bombay Beach, Hot Mineral Spa, Thermal, Oasis, and Valerie Jean.

#### 4.4.9 Chromium-6

Chromium-6 is the oxidized form of the metal chromium and occurs in oxygen-rich groundwater near chromium-bearing rocks. It was identified in the *2010 CVWMP Update* as an emerging issue (see update in Chapter 8, *Regulatory and Policy Issues*) because of the State assessment occurring at the time to establish a lower public health goal and MCL. The total chromium (hexavalent and trivalent) MCL is 50 µg/L. In 2014, California adopted a 10 µg/L MCL for chromium-6, but this MCL was rescinded in 2017 due to a court ruling that the California Department of Public Health “had failed to consider the economic feasibility of complying with the MCL.” While the MCL for total chromium currently remains at 50 µg/L, the SWRCB is evaluating relevant water treatment options and costs as a basis for establishing a MCL for chromium-6 in accordance with the court order (see discussion in Chapter 8, *Regulatory and Policy Issues*).

Both the geographic and vertical distributions of chromium-6 were examined. Figure 4-14 shows the geographic extent of elevated chromium-6 concentrations in the Indio Subbasin. While chromium-6 can be due to anthropogenic (human-caused) pollution, its extent in Indio Subbasin and its geologic occurrence in surrounding formations clearly signals that chromium is naturally occurring. Groundwater in the mid-to-southeastern portion of the Indio Subbasin often contains chromium-6 concentrations greater than 10 µg/L. Several cross-sections (see Figures 4-20 to 4-33) show higher chromium concentrations in deeper groundwater (I-I', E-E'), but others show that chromium-6 occurrence varies more horizontally (J-J', F-F', G-G').

Chromium-6 is stable in aquifers with oxidizing groundwater conditions. In some portions of California, elevated chromium-6 conditions have been linked to nitrate-rich irrigation return flow from agriculture (Hausladen et al., 2018; McClain et al., 2019). Agriculture does not appear to increase chromium concentrations in Indio Subbasin because chromium does not co-occur with high nitrate concentrations and chromium-6 concentrations are lower in shallow groundwater.

Chromium-6 concentrations are stable in most wells and have decreased in areas where Colorado River water is used to replenish natural groundwater. Chromium-6 concentrations in Colorado River water are far below the total chromium and withdrawn chromium-6 MCLs, ranging from not-detected to 0.09 µg/L in 2016 and 2018 (CAP, 2017 and 2019) at Lake Havasu (above the Colorado River Aqueduct and All-American Canal intakes). For example, the chromium-6 map (Figure 4-14) indicates an area of relatively low concentrations in the vicinity of the TEL-GRF where groundwater quality changes have been observed. Cross section J-J' (Figure 4-29) extends north-south from a high-concentration area toward TEL-GRF and shows the location and depth of CVWD Well 06S07E34A01S. While Figure 4-29 indicates a most recent chromium-6 concentration of 8.7 µg/L (from 2016) review of available total chromium data from 2017 to 2019 indicates that total chromium concentrations (and hence chromium-6 concentrations) have decreased to below detection limits as recharge water from the TEL-GRF has reached this well, and total chromium concentrations have decreased from 16 µg/L to below detection limits.

Of the most recent measurements in wells, the maximum chromium-6 concentration is 22 µg/L, and the median concentration is 6.2 µg/L. In total, 76 wells (31.5 percent of all wells with chromium-6 measurements) have their most-recent samples showing chromium-6 concentrations of at least 10 µg/L. A higher density of wells has been tested for chromium-6 in regions known to have elevated chromium-6

concentrations, which may contribute to the high observed frequency. Total chromium concentrations appear to be fully represented by chromium-6 occurrence and show a similar distribution of concentrations. A comprehensive comparison of CVWD well data showed that 102 percent of the chromium was chromium-6. The chromium-6 analytical test is more sensitive than the total chromium analytical test and is one explanation for the small difference. For most-recent measurements of total chromium, 98 wells (29.5 percent of total wells) have concentrations greater than 10 µg/L, and the median concentration is 5.45 µg/L.

Out of 180 CVWD, DWA, CWA, or IWA public supply wells, 6 wells had chromium-6 concentrations over 20 µg/L, 67 had concentrations greater than 10 µg/L, and the remainder indicate concentrations less than 10 µg/L. As discussed in Chapter 8, *Regulatory and Policy Issues*, the GSAs have anticipated a chromium-6 MCL that is lower than the total chromium MCL and have investigated possible water treatment options.

#### 4.4.10 Uranium

Uranium has a MCL of 20 picocuries per liter (pCi/L), or about 30 µg/L. At this concentration, the effect of radiation is negligible, but the chemical properties of uranium can cause kidney damage over time.

As shown in Figure 4-15, uranium concentrations are higher in the northwestern portion of the Indio Subbasin. The *2010 CVWMP Update* discussed Colorado River water as a potential source of uranium. Recent uranium sampling at Lake Havasu, the diversion point for the CRA, has indicated the presence of uranium at levels less than 5 µg/L (Central Arizona Project, 2015, 2017, 2019). Available data indicate that the likely source of uranium in the Subbasin is from local geologic sources. Uranium is often derived from eroded granite (Jurgens et al., 2010), such as the granites to the west of the northern Indio Subbasin or the bedrock northeast of the Subbasin. Uranium often occurs in shallow, oxygen-rich groundwater and in iron oxides on the surfaces of aquifer sediment. Soluble uranium often occurs in association with calcium and bicarbonate (Jurgens et al., 2010), and groundwater in the Palm Springs Subarea has been characterized as a calcium-bicarbonate water type (DWR, 1964).

In the Indio Subbasin, uranium concentrations greater than 20 pCi/L MCL were only detected in four shallow monitoring wells, which are not considered in the basin-wide analyses because they do not represent regional conditions or production well depths. The median uranium concentration in the Subbasin is 3.34 pCi/L.

#### 4.4.11 Fluoride

Fluoride is a naturally occurring element found in concentrations exceeding the California primary MCL (2 mg/L) in portions of the Indio Subbasin. While fluoride is a necessary component of a healthy diet to prevent dental cavities, fluoride at concentrations greater than 4 mg/L (the federal EPA MCL) can cause mottled teeth and bone disease.

As shown on Figure 4-16, elevated fluoride concentrations are observed along the eastern side of the Indio Subbasin and northern boundary of the Salton Sea. Of the most-recent fluoride measurements from wells, the median concentration is 0.6 mg/L, and the maximum concentration is 12.0 mg/L. In total, 93 wells, or 10.1 percent of all wells sampled, have their most-recent fluoride measurement greater than the 2 mg/L MCL. These higher concentrations are likely due to proximity to the San Andreas Fault and geothermally active areas near the Salton Sea. Other parts of the United States also see higher concentrations occurring near faults and geothermally active areas (McMahon et al., 2020).

Fluoride is primarily a concern for small water systems and private domestic wells. Review of available data indicate that 54 small water systems have reported fluoride data since 2010. Thirteen small water systems reported fluoride concentrations greater than 2 mg/L and six detected fluoride at concentrations greater than 4 mg/L. As summarized in Chapter 8, *Regulatory and Policy Issues*, CVWD has an active program to assist small water systems in disadvantaged areas that have water supply problems including water quality issues. Large water systems are able to selectively drill wells in areas with low fluoride concentrations or provide treatment to meet the MCL, while these activities are less accessible to small water systems or private domestic well owners. Only 3 out of 233 CVWD, DWA, CWA, or IWA public supply wells had the most recent measurement show fluoride concentrations greater than 2 mg/L in their most recent measurement. None of the three wells have been sampled in the past 15 years and they are known to be inactive.

#### 4.4.12 Perchlorate

Perchlorate was identified in the *2010 CVWMP Update* as an emerging issue (see Chapter 8, *Regulatory and Policy Issues*), because of historical contamination in the Colorado River that originated from two manufacturing facilities. Perchlorate may also occur naturally in arid basin settings. Cleanup activities have since mitigated perchlorate levels in Colorado River water. Perchlorate loading into Las Vegas Wash has decreased more than 90 percent since 1998 and levels have consistently remained below 2 µg/L since 2009 at MWD's Lake Havasu intake (MWD, 2020). CVWD monitors the Coachella Canal at Avenue 52. Perchlorate results at this location have been below detection limits from 2017 to 2020. By way of comparison, the California MCL is set at 6 µg/L. As documented in Figure 4-17, detections of perchlorate in the Indio Subbasin have been highly localized with concentrations less than 2 µg/L.

#### 4.4.13 Dibromochloropropane

DBCP is a pesticide banned in the United States since 1979 because it is hazardous to gastrointestinal and pulmonary health. California has an MCL of 0.2 µg/L for DBCP. While it is broken down in sunlight, it can remain in groundwater for decades; because it is denser than groundwater, it tends to sink to the bottom of aquifers. DBCP has been detected in public supply and private irrigation wells but has not been detected in public supply wells above the MCL. Three private irrigation wells have most-recent DBCP concentrations greater than 0.2 µg/L. The maximum concentration observed was 0.4 µg/L. As shown in Figure 4-18, the wells with high DBCP measurements are relatively localized in the central Thermal Subarea. The DBCP occurrence is limited to unconfined portions of the Subbasin where specific historical irrigated agricultural practices occurred.

### 4.5 Seawater Intrusion

The Indio Subbasin is located over 60 miles from the Pacific Ocean and is not vulnerable to seawater intrusion in the traditional sense. However, it is potentially vulnerable to saltwater intrusion from the Salton Sea. Percolation of high TDS groundwater from the shallow aquifer may also be a source of degradation to the deep aquifer. High rates of production in the lower aquifer near the Salton Sea could pull in dense, saline water, and thus degrade groundwater quality in deep portions of the aquifer. Potential saltwater intrusion along the Salton Sea northwestern boundary is monitored through two sets of nested monitoring wells, installed and managed by CVWD. Results from these monitoring wells do not suggest current groundwater degradation due to saltwater intrusion.

The Salton Sea is about 30 feet deep, 35 miles long, and 15 miles wide. Its primary source of water is agricultural drainage, transported through the Alamo River, New River, Coachella Valley Stormwater Channel, and agricultural drains. The Salton Sea has no outflowing streams, but the rate of evaporation is higher than the rate of inflows, causing a decline in the surface elevation, decrease in surface area and volume, and salinization. Salton Sea levels measured by the USGS have dropped 9.6 feet from January 2000 to January 2020, and the shoreline has retreated. Salinity levels have increased over the past two decades, and TDS levels in the Salton Sea during 2019 were greater than 69,000 mg/L (Salton Sea Authority, 2020).

While increasing salinization of the Salton Sea suggests an increased potential for saltwater intrusion, the dropping Salton Sea levels and retreating shoreline suggest a groundwater gradient from the Subbasin toward the sea and therefore less potential for intrusion from the sea. However, local groundwater gradients can change based on changes in groundwater pumping, recharge, and density differences between groundwater and Salton Sea water.

To detect and track potential saltwater intrusion, two sets of dedicated nested monitoring wells have been installed. The northernmost set of nested monitoring wells, about 2.1 miles north of the Salton Sea, was installed in 1996 with perforation depths at 300-390, 730-770, 1220-1260, and 1,430-1,470 feet below ground surface (bgs) (see Figure 4-33). All wells but the deepest well have shown stable or decreasing TDS concentrations, indicating that saltwater intrusion from the Salton Sea is not currently occurring in this region. The shallowest well (labelled 07S09E30R04S on Figure 4-34), shows a decreasing TDS trend during 1996-2019, from about 500 mg/L to under 200 mg/L. Well 07S09E30R03S, with the 730-770 feet bgs screen, has maintained TDS concentrations under 300 mg/L, excepting occasional data spikes (Figure 4-34).

High TDS concentrations are observed in the two deepest nested wells in this set (see Figure 4-33). TDS concentrations in 07S09E30R02S, with the screened interval 1,220-1,260 feet bgs, have ranged from 3,500 to 4,000 mg/L from 2016 through 2019. TDS concentrations in the deepest well, 07S09E30R01S, decreased from over 17,000 mg/L to 5,000 mg/L from 1997 through 2013. Concentrations began to increase after 2015. In recent years concentrations have increased to 12,000 mg/L. While the recent TDS concentrations have remained lower than concentrations during 1996 through 2000, the recent increase in TDS concentrations is indicative of saltwater or deep poor-quality groundwater. The deepest well is likely not representative of conditions found in the portion of the Subbasin historically containing freshwater.

The second set of nested wells is located north of Oasis and about one mile west of the Salton Sea's shore with screened intervals at 420-480, 720-780, 1035-1095, and 1315-1375 feet bgs (Figure 4-33). All four wells have maintained stable TDS concentrations of less than 500 mg/L since measurements began in 2003. The two deepest wells show TDS concentrations of less than 250 mg/L. These results indicate that saltwater intrusion is not occurring in this area.

#### 4.6 Groundwater Dependent Ecosystems

A GDE is defined in the GSP Regulations as "ecological communities or species that depend on groundwater emerging from aquifers or on groundwater occurring near the ground surface." In its Alternative Assessment Staff Report, DWR recommended that the *Alternative Plan Update* identify GDEs in the Indio Subbasin. This has been accomplished using best available information (including data available from DWR) and by applying the expertise of a professional wetland scientist.



DWR provides the Natural Communities Commonly Associated with Groundwater (NCCAG) dataset through the online SGMA data portal. This NCCAG dataset was used for initial identification of potential GDEs in the Subbasin. Once downloaded, the data were compiled using a set of six pre-existing dataset sources; this process is explained in detail on DWR's Natural Communities Dataset Viewer (see: <https://gis.water.ca.gov/app/ncdatasetviewer/sitedocs/>). Because DWR's NCCAG dataset was not verified prior to public distribution, DWR recommends evaluation of NCCAG-identified locations by a licensed biologist.

For this *Alternative Plan Update*, the NCCAG dataset locations were assessed by a licensed wetlands biologist, as documented in the Technical Memorandum, *Indio Subbasin Groundwater Dependent Ecosystems Study* (Woodard & Curran, 2021), which is provided in Appendix 4-B. The study includes a review of the U.S. Environmental Protection Agency ecoregions and a preliminary review of special-status (threatened and endangered) species within the Indio Subbasin. The desktop assessment used publicly available statewide and regional data layers and involved visual review of 1,045 individual locations to determine potential GDE status. The biologist then selected 15 locations for GDE field assessment. The field study was conducted from January 11-14, 2021, at 13 sites. Two sites were not accessible at the time of field deployment and were therefore eliminated from the field assessment. Upon completion of the in-person field verification, the preliminary desktop GDE assessment was refined.

As shown on Figure 4-36, 50 (5%) of the 1,045 sites were determined to be Probable GDEs, 932 sites (89%) were determined to be Probable non-GDEs, and 63 sites (6%) were determined to be Playa Wetland Communities.

**Probable GDEs** consist of areas with apparent dense riparian and wetland vegetative communities along mapped drainage systems with potential for deep-rooted phreatophytes and/or visible, natural surface water flow. These Probable GDE clusters comprise hot or cold springs, seeps, and stream channels that convey snowmelt from the surrounding San Jacinto mountain front. Due to their location in upper canyons where groundwater extraction is generally not occurring, the specific areas in the Indio Subbasin where Probable GDEs were identified do not have existing groundwater data available for review (see Figure 4-5). Probable GDEs identified along the mountain-front may be associated with surface runoff, snowmelt, or springs and seeps from up-gradient sources.



*Representative photo of a Probable GDE, a spring in Chino Canyon.*

**Probable Non-GDEs** are areas that appeared incorrectly mapped based on current land development and land-use or that otherwise appeared to be dry upland areas, cultivated and/or flooded agricultural land, obvious humanmade ponds, lakes, and other features, channelized drains, and areas with no other indicators of groundwater presence near the surface. It should be noted that dry washes, arroyos, bajadas, and other ephemeral conveyances where water only flows in response to heavy precipitation events were classified as Probable Non-GDEs for this study.



*Representative photo of a Probable Non-GDE, a bajada in the southeast portion of the Subbasin.*

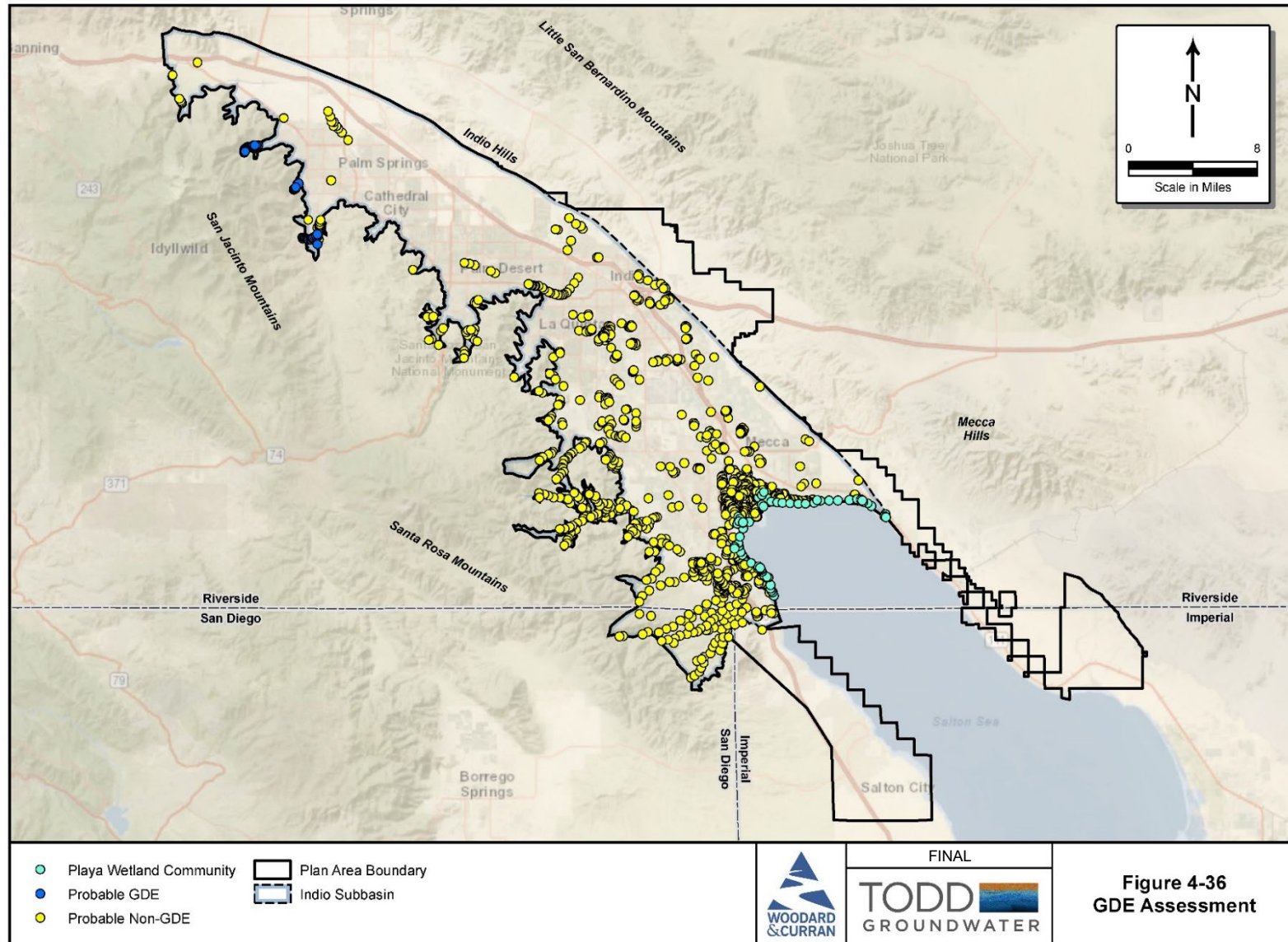
**Playa Wetland Community** includes areas of wetland habitat along the Salton Sea exposed seabed (playa) generally downstream of stream, agricultural drain, or stormwater channel outlets. The receding of the Salton Sea is exposing thousands of acres of playa each year and water from irrigation ditches and other drainages that previously flowed directly into waters of the Sea now spreads out on the exposed playa of the Sea where new vegetation and wetlands currently exist as a result. As discussed in the *Indio Subbasin Groundwater Dependent Ecosystems Study*, the *Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)* (Coachella Valley Association of Governments, 2007) identifies some of these playa wetlands as part of the CVSC/Delta Conservation Area, which includes the CVSC, agricultural drains emptying into the Salton Sea that may contain desert pupfish habitat, and areas along the seashore that contain sensitive natural communities. The *CVMSHCP* acknowledges that this habitat is sustained largely by agricultural runoff and outflow in the CVSC, but that maintenance of the drains and the flood control channel periodically modifies the habitat.



*Representative photo of a Playa Wetland Community along the Salton Sea exposed seabed.*

The *Indio Subbasin Groundwater Dependent Ecosystems Study* in Appendix 4-B provides additional documentation, including a table of the state and federal threatened and endangered species listed for the Indio Subbasin, field assessment notes, maps, and photographs of the GDE field assessment sites.

Figure 4-36. GDE Assessment



## CHAPTER 5: DEMAND PROJECTIONS

### 5.1 Introduction

Water resources planning requires reliable estimates of future water demands. Many factors can affect the amount of water used in the future, including local climate, existing water use patterns, population growth, seasonality, employment, economic trends, environmental needs, and water conservation efforts. As demographic changes occur within a region over time, future demand projections may also change. For example, population projections were much higher in the *2010 Coachella Valley Water Management Plan Update (2010 CVWMP Update)* (Coachella Valley Water District [CVWD], 2012) and have been reduced to reflect more tempered growth over the last decade (refer to Chapter 1, *Introduction*). Revising the demand forecast with updated demographic projections is important for anticipating future water use more accurately when compared to projected supplies identified in Chapter 6, *Water Supply*.

To provide an adequate long-range forecast of future water demands, this *2022 Indio Subbasin Alternative Plan Update (Alternative Plan Update)* uses a 25-year planning period from 2020 through 2045. Projected water demands are broken into four major categories: municipal, agricultural, golf, and other. Projections for each of these four categories were developed separately and then summed in the final section of this chapter.

### 5.2 Factors Affecting Future Water Demands

There are a number of uncertainties and changes in the region and state that could affect future water demands in the Plan Area. These uncertainties include the following:

- **Revised Growth Forecast**—The Southern California Association of Governments (SCAG) released new socioeconomic growth forecasts in early 2020 (*Connect SoCal*)<sup>1</sup> that significantly reduced previously projected increases in population, housing, and employment. The SCAG forecast was developed in coordination with City and County municipalities and was based on the land use designations in their respective adopted General Plans. *Connect SoCal* reduced projected growth in the Plan Area to levels more similar to those published in the *2002 Coachella Valley Water Management Plan (2002 CVWMP)* (CVWD, 2002).
- **Agricultural Land Conversions**—*Connect SoCal* identified specific parcels that were currently vacant or used for agriculture but are planned for conversion to urban uses. *Connect SoCal* relied on those developable parcels, coupled with the housing and employment growth projections, to estimate increases in municipal demand and associated decreases in agricultural demand. Given changes in agricultural pumping statewide as a result of the Sustainable Groundwater Management Act (SGMA), cropped lands in the Plan Area may increase faster than expected.
- **Development on Tribal/Reservation Lands**—There are over 28,000 acres of Tribal/Reservation lands in the Plan Area. While much of the Tribal/Reservation lands in the West Valley has been developed to varying degrees, a substantial amount of Tribal/Reservation land in the East Valley is largely undeveloped. All five Tribal governments in the Plan Area were contacted by the Groundwater Sustainability Agencies (GSAs) with requests for land use and water demand

<sup>1</sup> <https://scag.ca.gov/connect-socal>

projections for their Tribal/Reservation lands. Several of the Tribes indicated that projected Tribal/Reservation land uses were already included in municipal General Plans; therefore, *Connect SoCal* adequately captures Tribal/Reservation growth. Others did not respond; for the purposes of analysis, all Tribal/Reservation lands were assumed to grow in accordance with *Connect SoCal*.

- **Long-Term Conservation Regulations**—Following the 2012–2016 drought, California passed two major pieces of conservation legislation: Assembly Bill (AB) 1668 (Friedman) and Senate Bill (SB) 606 (Hertzberg). As outlined in *Making Conservation A California Way of Life* (California Department of Water Resources [DWR] and California State Water Resources Control Board [SWRCB], 2018), the legislation requires establishing, implementing, reporting, and enforcing urban water use objectives, along with agricultural water use efficiency. These objectives and standards are currently under development and future impacts are uncertain.

### 5.3 Municipal Demands

This section summarizes the process used to develop the municipal water demand projections for the Plan Area, which includes the cities of Cathedral City, Coachella, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage, and unincorporated areas in Riverside and Imperial Counties. Water agencies serving as GSAs for this *Alternative Plan Update* include CVWD, Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA). A small portion of the Plan Area extends into San Diego County. However, this area is not included in this analysis, which uses SCAG’s population, housing, and employment forecasts that do not address San Diego County. This small area is mostly rugged uplands, contains minimal development, and is not likely to be developed further. This section documents the datasets, methodologies, and assumptions used to develop water demand projections for all municipal uses within the Plan Area boundary.

#### 5.3.1 Municipal Demand Methodology

The municipal demand forecast used unit demands and adjustment factors based on a variety of information, including customer billing data and a geographic information system (GIS) database with parcel-level land use information. The base projection year was established as 2016 based on the availability of detailed demographic data from SCAG via *Connect SoCal*. Future water demand projections were based on SCAG growth projections for 2020,<sup>2</sup> 2035, and 2045. Future water demands were projected in 5-year increments with linear projections used for the other 5-year increments. The methodology used to develop municipal water demand projections was as follows:

1. **SCAG Regional Growth Forecast**—SCAG provided socioeconomic forecasts for population, households, and employment. These SCAG data served as the starting point for analysis. Additional information was required to estimate total housing units for the region.
2. **SCAG Land Use Inventories**—SCAG GIS data about local land use planning was used to ensure future growth projections did not exceed allowable land uses in the region. GIS mapping was used to identify vacant and agricultural lands identified by local jurisdictions for future development.
3. **Housing Unit Analysis**—Additional information about vacancy rates was used to estimate baseline and projected housing units for the Plan Area, including housing units used by seasonal residents

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<sup>2</sup> 2020 forecast is a projection based on SCAG demographic data and does not reflect actual 2020 water use.

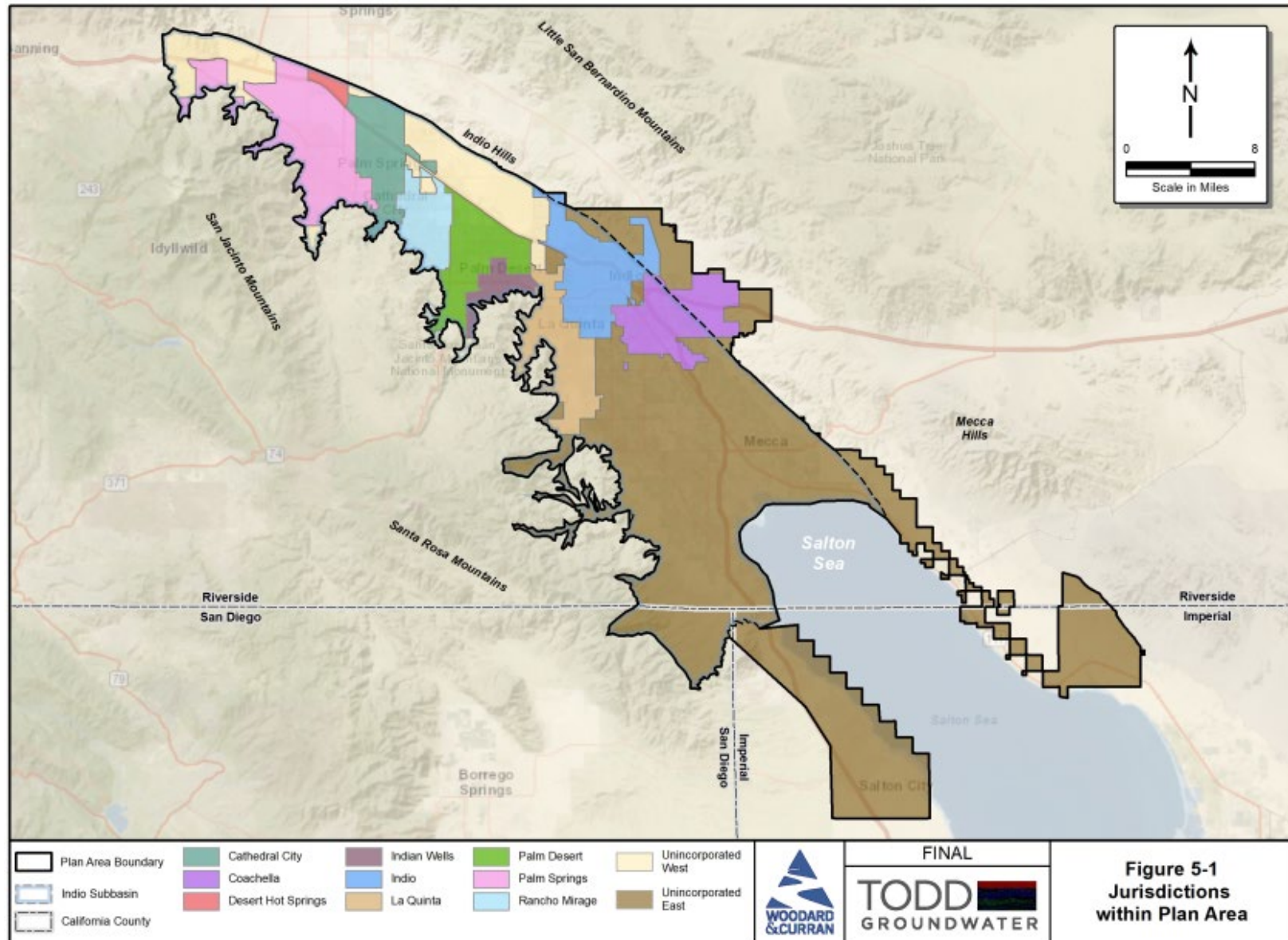
and other part-time uses. Recent development data and land use information were used to allocate future housing units into the single-family and multiple-family sectors.

4. **Employment Analysis**—SCAG employment forecasts were used to allocate future commercial, industrial, and institutional (CII) demands.
5. **Unit Demand Factors**—Customer billing data provided by the GSAs from July 2014 to June 2019 was averaged by GSA to determine baseline water demands for each GSA. The multiple-year average was used to capture annual weather variations. Water demand projections were calculated using *gallons per housing unit* for residential and landscape uses, and *gallons per employee* for CII uses.
6. **Water Loss**—Water loss estimates were based on validated Water Loss Audit reports provided by the GSAs. An average 3 years of available water loss audits (for 2016, 2017, and 2018) were used to develop a water loss estimate.
7. **Adjustment Factors**—Future demands were adjusted for indoor passive conservation based on savings from the natural replacement of indoor devices and from implementation of DWR's *2015 Model Water Efficiency Landscape Ordinance* (MWELO) (DWR, 2015) for future developments. No additional adjustments were made to reflect required AB 1668 and SB 606 implementation in the baseline demand projection.

The basic unit of municipal demand projections are jurisdictions (i.e., cities and unincorporated county areas) in the Plan Area, as shown in Figure 5-1. Within each jurisdiction, demographic factors were considered homogeneous. For example, the average vacancy rate for a city was considered the same in instances where a city was split between multiple water agencies or when a city was both inside and outside the Plan Area boundary. Unincorporated areas were separated into distinct estimates for the West Valley and the East Valley. The East Unincorporated geographic area (see Section 5.3.2 below) includes both Riverside and Imperial Counties.

For each of the GSAs, socioeconomic data and demand projections were totaled by each *GSA Area*, which is defined as being limited to the portion of the GSA's jurisdictional area in the Plan Area. For example, the *CVWD Area* includes all of CVWD's jurisdictional area in the Plan Area, whether or not those demands are currently served by their domestic water system. For customers that are not connected to the CVWD domestic water system but are in the CVWD Area, demands met by private wells or small water systems are allocated to CVWD as the overlying GSA.

Figure 5-1. Jurisdictions within Plan Area



### 5.3.2 SCAG Regional Growth Forecast

Socioeconomic projections of population, households, and employment were provided by SCAG, which is a joint powers authority that encompasses six counties (i.e., Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties). These data were originally prepared for the *2020-2045 Regional Transportation Plan and Sustainable Communities Strategy*, also known as *Connect SoCal*.<sup>3</sup> Initial work on the growth forecast was based on draft materials released in November 2017 as part of SCAG's local input and envisioning process.<sup>4</sup> These data include base year estimates for 2016 and projections for 2020, 2035, and 2045. Forecasts for 2025, 2030, and 2040 were based on linear interpolation. The draft datasets were released in November 2018. The final socioeconomic growth projections were released with the final version of *Connect SoCal*, which was adopted by SCAG on May 7, 2020.<sup>5</sup> SCAG made some adjustments to the draft projections based on feedback received from local jurisdictions (for example, projections were reduced for the Cities of Indian Wells and La Quinta), and these adjustments were reflected in the final *Connect SoCal* totals.<sup>6</sup>

*Connect SoCal's* regional growth forecast is comprised of the most recent and detailed data available for the Plan Area. This regional growth forecast is based on jurisdictional General Plans and is intended to represent the most likely growth scenario considering a combination of recent and past trends and regional growth policies. In the Coachella Valley, this forecast anticipates less growth than in previous forecasts. SCAG has reduced projections downward for Coachella Valley, particularly in the unincorporated areas of Riverside County in the East Valley. Traditionally, developing previously undeveloped land on the urban fringe (i.e., greenfield development) has been the method for accommodating growth in the Coachella Valley. SCAG's recent forecasts have increasingly looked toward infill development on vacant land in urbanized areas and redeveloping land use types to accommodate future growth.

The growth forecast in the *2010 CVWMP Update* was based on *Riverside County Projections 2006* (RCP-06) (Riverside County Center for Demographic Research, 2006) and was adopted by the Coachella Valley Association of Governments and SCAG. SCAG then used this forecast to develop its *2008 Regional Transportation Plan* (SCAG, 2008). The RCP-06 forecast was prepared in late 2006 and early 2007; it was developed during a period of significant economic growth and development in the Coachella Valley before the housing market collapse and economic recession. Between 2000 and 2008, Riverside County's population increased by over 500,000, making it one of the fastest-growing metropolitan areas in the United States over that period. This rate of growth slowed following the economic recession, which impacted housing development and population growth in the Coachella Valley. Although *Connect SoCal* substantially reduced its regional growth forecast from its RCP-06 projection, the current rate of growth in *Connect SoCal* is higher on average than recent development data suggest. Despite fluctuations in projections, current Plan Area growth is consistent with long-term growth trends (i.e., the growth rate effectively averages boom and bust periods) in the Coachella Valley over the last 30 years.

<sup>3</sup> [https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial-plan\\_0.pdf?1606001176](https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial-plan_0.pdf?1606001176)

<sup>4</sup> <http://scagrtpscs.net/Pages/DataMapBooks.aspx>

<sup>5</sup> <https://www.connectsocial.org/Pages/default.aspx>

<sup>6</sup> 2045 population projections for the cities of Indian Wells and La Quinta were reduced by 2,900 and 1,300 persons, respectively.



SCAG growth estimates are benchmarked to the U.S. Census Bureau's (Census Bureau's) 2010 Census, which is currently more than 10 years out of date. The more current 2020 Census data are not expected to be released until mid-2021, and there have been additional delays as a result of the coronavirus disease 2019 (COVID-19) pandemic. Once 2020 Census data are released, the GSAs will be able to confirm the accuracy of SCAG's baseline estimates. In addition, the current COVID-19 pandemic has resulted in increased work-from-home patterns that may result in additional short- and long-term socioeconomic changes for the region. In the short term, water demands are likely to decrease as a result of the COVID--19 related economic downturn and decreases in recreational/tourism activity. In the long term, the Plan Area may experience an increase in population due to relocation from larger metropolitan areas where working from home is more expensive. Given the uncertainty of these potential changes, *Connect SoCal* growth projections have not been adjusted.

### 5.3.2.1 Seasonal Population

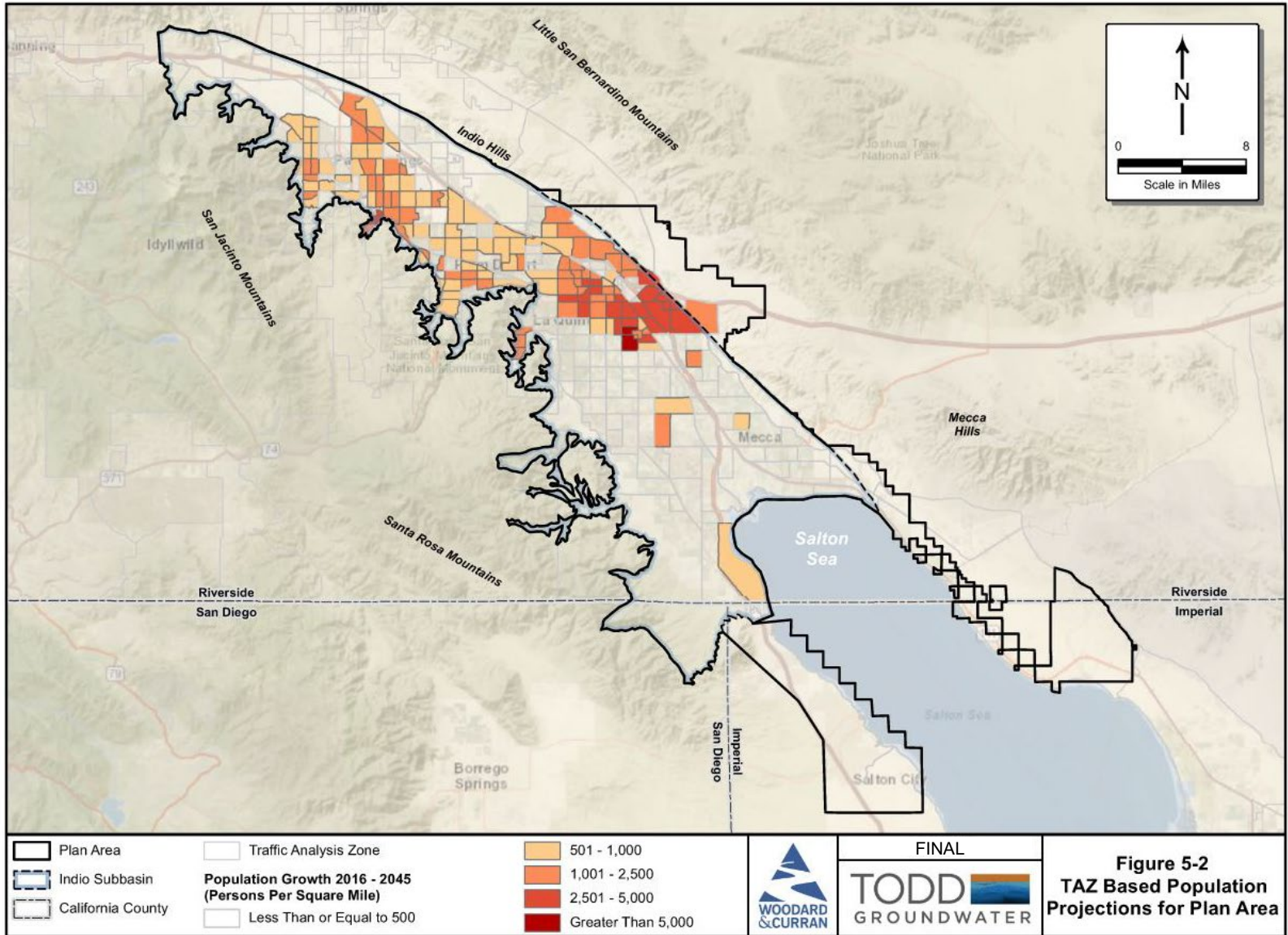
The Coachella Valley is unique in that it includes a high number of homes identified as vacant for "seasonal, recreational, or occasional uses" as defined by the Census Bureau. These homes are not the primary residence of owners or renters based on where they spend most of their time. Past reports indicate that a significant percentage of these properties are used as part-time retirement homes, with fewer units used as weekend homes or as short-term rentals. In the Coachella Valley, these include homes for people who live in one primary location, but also have a second home in a warmer location to spend winters and/or weekends. Tourism is also an important part of the region's economy, and many homes are used as short-term rentals. The emergence of the sharing economy and internet-based platforms such as Airbnb for short-term rentals has more recently resulted in changes to the short-term rental market. The region's seasonal population is not counted under the Census Bureau's definitions of households and population used by SCAG.

For the purposes of this *Alternative Plan Update*, growth in residential water demand is a function of current and projected housing units, which includes all vacant and seasonal units. Housing unit counts provide a strong correlation to water demand. Vacant housing units and other amenities such as municipal parks and common areas that serve the seasonal population have year-round water uses, particularly for outdoor irrigation. Due to the seasonality of the tourist industry and outdoor irrigation requirements in the summer, these homes often use the most water when they are vacant. SCAG's population forecast was expanded for this *Alternative Plan Update* to reflect seasonal population in the Plan Area.

### 5.3.2.2 Growth Forecast for the Plan Area

SCAG provided socioeconomic forecasts at various levels of geographic units, including 11,267 transportation analysis zones (TAZs), which were developed independently by SCAG and resemble the Census Bureau's block groups. These TAZs were used to split forecasts of population, households, and employment by water agency and by Plan Area. To split individual TAZs, data were clipped along jurisdictional boundaries for further analysis using parcel-level land use data. Using land use data provided greater precision when locating population centers. Figure 5-2 is a map of the Plan Area showing the largest growth in population by TAZ.

**Figure 5-2. TAZ Based Population Projections for Plan Area**



### Socioeconomic Forecast for the Plan Area

Table 5-1 lists the socioeconomic population, household, and employment forecasts for the GSAs in the Plan Area as developed by SCAG. SCAG population estimates do not include seasonal population. Appendix 5-A contains tables of the complete projections for each GSA by jurisdiction. In the Plan Area, the cities with the largest projected net increases in population are Coachella, with an increase of 84,000 persons (i.e., a 185-percent increase), and Indio, with an increase of 41,200 persons (i.e., a 47 -percent increase). As a result, CWA and IWA have the fastest-growing populations among the GSAs.

**Table 5-1. Socioeconomic Growth Forecast for GSAs Within Plan Area**

Water Provider	Permanent Population		Households		Employment	
	2016	2045	2016	2045	2016	2045
Coachella Valley Water District	221,065	311,500	84,390	129,132	105,736	138,001
Coachella Water Authority	44,417	115,504	9,460	32,539	8,599	23,582
Desert Water Agency	53,763	71,693	25,516	35,331	35,529	45,989
Indio Water Authority	83,147	117,351	23,662	38,553	27,530	37,971
<b>Plan Area Total</b>	<b>402,392</b>	<b>616,048</b>	<b>143,028</b>	<b>235,555</b>	<b>177,394</b>	<b>245,543</b>

Note: SCAG population estimates do not include seasonal population.

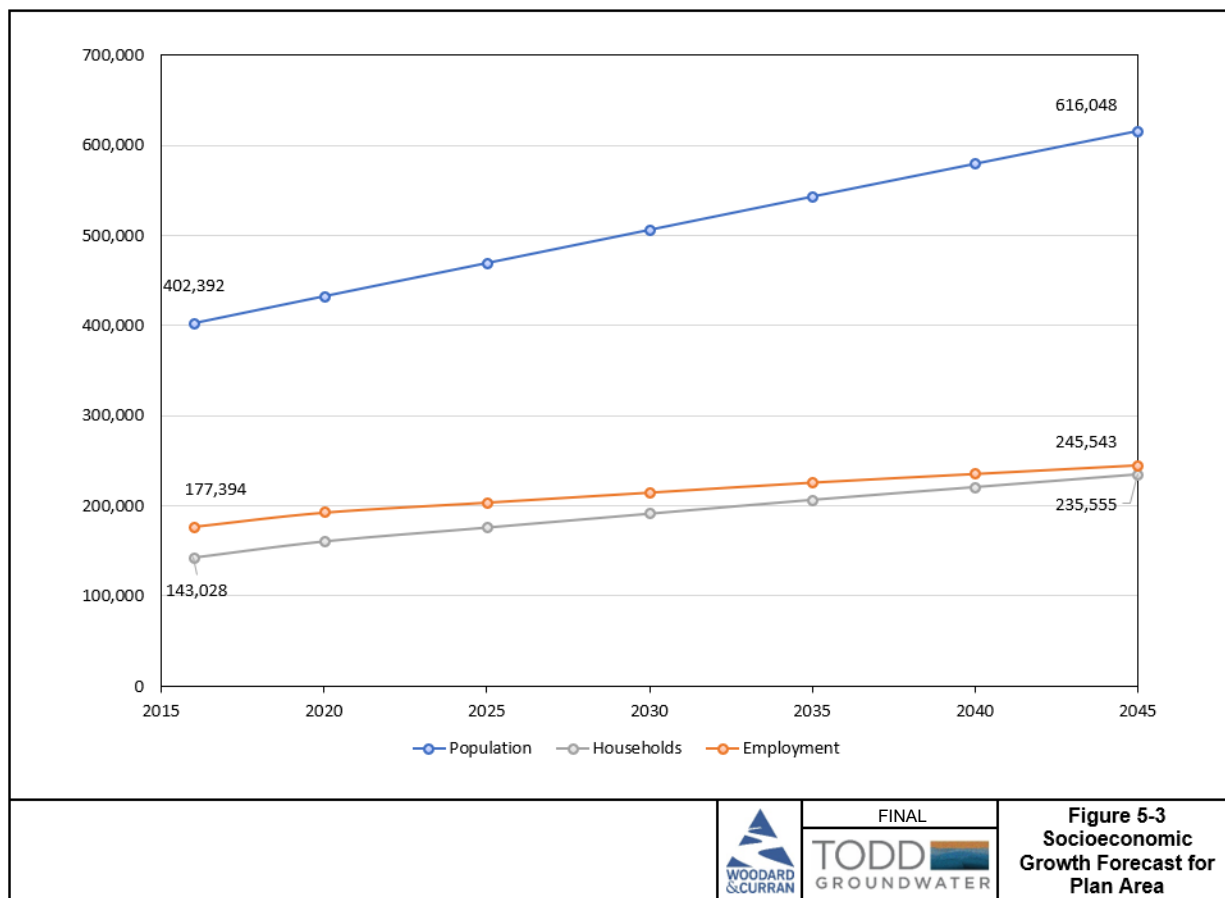
Source: SCAG Connect SoCal

Figure 5-3 shows that overall Plan Area population is projected to grow by 213,656 (53 percent) by 2045. The higher growth rate of 92,527 households (65 percent) indicates a general long-term decline in the number of persons per household, which is the result of an overall aging population and increases in seasonal/part-time occupancy. Employment is also anticipated to grow slower than population or households, with 68,149 new employees (38 percent) by 2045. This is a result of net travel out of the region for work, as well as a large number of retirees in the Plan Area.



*The Coachella Canal runs adjacent to agriculture fields in the East Valley.*

**Figure 5-3. Socioeconomic Growth Forecast for Plan Area**



**Forecast Population with Seasonal Residents**

For the purposes of analysis, SCAG’s socioeconomic forecast was used to project the region’s total population, including seasonal residents. The projection used vacancy rates and persons per household estimates from State of California Department of Finance (DOF) for cities and Census Bureau American Community Survey (ACS) (Table B25004) for unincorporated areas (see Section 5.3.4), along with an assumed 50-percent occupancy rate for seasonal residents. By definition, these seasonal residents would spend less than half the year in these housing units. However, vacant housing units and other amenities that serve seasonal residents would have year-round water uses, such as outdoor irrigation. Table 5-2 provides a forecast of Plan Area population with seasonal residents.

**Table 5-2. Total Plan Area Population with Seasonal Residents**

Water Provider	2016	2020	2025	2030	2035	2040	2045
Coachella Valley Water District	267,136	287,987	308,015	328,042	348,069	364,297	380,523
Coachella Water Authority	45,828	54,736	66,488	78,241	89,993	105,175	120,357
Desert Water Agency	66,755	70,451	74,164	77,878	81,591	85,576	89,561
Indio Water Authority	91,366	96,107	103,429	110,751	118,072	124,408	130,743
Plan Area Total	471,085	509,281	552,096	594,912	637,725	679,456	721,184

### 5.3.3 SCAG Land Use Inventories

Land use information was used during analysis to ensure that municipal water demand projections were consistent with local General Plans and did not exceed allowable land uses in the Plan Area. This land use information was also used to quantify future development of agricultural land. Land use data were retrieved from SCAG's *2016 Combined Land Use Datasets for Riverside County*.<sup>7</sup> SCAG then encoded this data layer into GIS. These data are available in various formats, including SCAG's GIS Open Data Portal.<sup>8</sup> SCAG's land use data include existing land uses, adopted General Plan land use, Specific Plan land use, and adopted zoning codes for each jurisdiction as of 2016. Since each jurisdiction in the region has their own approach to categorizing land uses, SCAG aggregated these categories into their own land use definitions. These land use data were then reviewed by local jurisdictions beginning in summer 2017, and SCAG's final dataset reflects each jurisdiction's local input.

#### 5.3.3.1 Parcels Identified for Development

Future land use projections were based on future development of parcels identified as vacant, agricultural, or under construction as of 2016 in SCAG's existing land use database. SCAG identified existing land uses by using the most recent County Assessor's property information. These data represent the best available estimate of current land uses at a regional level.

Parcels identified as remaining vacant, agricultural, or identified as undevelopable or protected in local General Plans, or as part of a conservation area, were excluded from analysis and not considered developable. While some redevelopment of existing parcels is anticipated in the region, SCAG land use data do not provide estimates about the extent to which existing land uses would be available for redevelopment. This information would need to be developed through additional participation from City planning departments.

Table 5-3 and Figure 5-4 show the availability of land identified for development by jurisdiction. Vacant land accounts for 71 percent of land identified for development in the Plan Area, with future development in the West Valley being primarily on vacant land. Agricultural land accounts for 25 percent of the land identified for development, with most of that land in the East Valley. The cities of Coachella and Indio have the largest acreage in agriculture identified for development. These cities are also projected to be the fastest growing in the region. Portions of Imperial County in the Plan Area were excluded from the calculated agricultural to urban conversion, as projected development in Imperial County was assumed to occur on vacant land.

<sup>7</sup><http://gisdata.scag.ca.gov/Pages/GIHome.aspx>

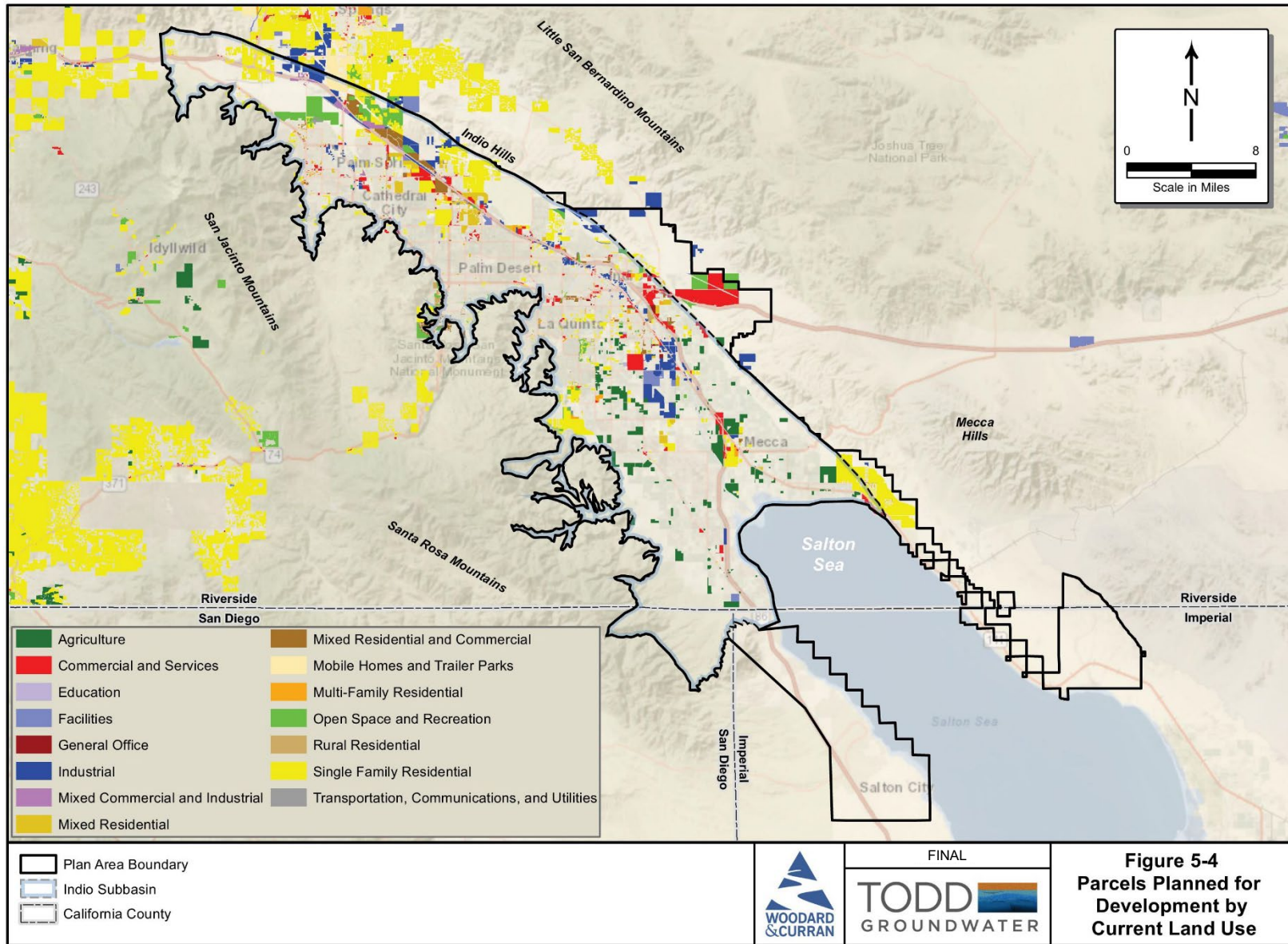
<sup>8</sup><http://gisdata-scag.opendata.arcgis.com/>

Table 5-3. Land Available for Future Development (Acres)

Jurisdiction	Vacant	Agriculture	Under Construction	Total
<b>West Valley</b>				
Cathedral City	3,282	2	173	3,457
Indian Wells	164	116	117	397
Palm Desert	1,862	0	105	1,967
Palm Springs	4,130	99	311	4,540
Rancho Mirage	2,147	1	1	2,149
Unincorporated	5,093	93	398	5,584
<b>East Valley</b>				
Coachella	8,041	3,977	139	12,157
Indio	3,117	3,057	1,061	7,235
La Quinta	1,719	337	180	2,236
Unincorporated	11,490	6,537	24	18,051
<b>Total</b>	<b>41,045</b>	<b>14,219</b>	<b>2,509</b>	<b>57,773</b>

Note: Totals may not sum due to rounding

**Figure 5-4. Parcels Planned for Development by Current Land Use**



### 5.3.3.2 Future Residential Land Uses

For each of the parcels identified for future development, a General Plan or Specific Plan land use was specified based on local land use planning. Under SCAG's land use definitions, single-family dwelling units are defined as detached dwellings, and multi-family dwelling units are defined as attached residences, apartments, condominiums, or townhouses. Appendix 5-A provides information about allowable densities by General Plan land use and allowable densities by Specific Plan land use. Specific Plan land uses were only applied in the analysis if the Specific Plan was adopted after the most recent General Plan update in each jurisdiction. Densities are measured as *dwelling units per acre*.

Table 5-4 provides the projected buildout of residential land uses by acre for cities in the Plan Area. SCAG's growth projections are controlled to not exceed the maximum density specified in local General Plans. Therefore, the maximum allowable density was assumed to estimate buildout conditions in a manner consistent with SCAG's methodology.

**Table 5-4. Projected Buildout of Residential Land Uses (Housing Units)**

Jurisdiction	Single-Family	Multiple-Family
<b>West Valley</b>		
Cathedral City	6,069	11,821
Indian Wells	819	0
Palm Desert	6,246	3,396
Palm Springs	3,318	5,554
Rancho Mirage	2,127	2,798
Unincorporated	9,849	3,372
<b>East Valley</b>		
Coachella	24,733	38,183
Indio	11,592	9,722
La Quinta	4,510	4,464
Unincorporated	19,655	8,368
<b>Total</b>	<b>88,918</b>	<b>87,678</b>

Residential mixed-use categories in General Plans include mixed residential, which are a combination of single-family detached and multi-family dwellings of any type occurring together, and mixed residential and commercial, which are a mixture of residential and commercial uses occurring in a specified area. These categories can be a mix of adjacent uses or a mix of uses in a single structure or parcel, such as commercial uses on the ground floor of a building with residential use above. In April and May 2020, the GSAs conducted outreach to City planning departments to determine analysis assumptions for these categories. Responses varied, but based on the feedback, analysis assumed that 75 percent of the units in the "mixed residential" category would be single-family residential, and 25 percent of the acres in the mixed residential and commercial category would include residential multiple-family units.



### 5.3.4 Housing Unit Projections

The growth forecast for residential and landscape used in this *Alternative Plan Update* is based on a forecast of total housing units. SCAG's *Connect SoCal* provides socioeconomic projections of households, or occupied housing units, which exclude all vacant units. Additional information about vacancy rates and housing type was used to transform SCAG projections into estimates of total housing units and to separate housing units into the categories of single-family, multiple-family, and mobile home. Additional housing data for the Plan Area are based on the following data sources:

- DOF E-5 Population and Housing Estimates for Cities, Counties and the State—January 1, 2011–2020. Sacramento, California, May 2020.
- ACS, 2018 American Community Survey 5-Year Estimates (2014–2018)

For the Plan Area cities of Cathedral City, Coachella, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage, DOF provides the most current and most accurate annual estimates of vacancy rates and total housing units by type. For unincorporated areas in Riverside and Imperial Counties, the most current estimates are from ACS, which derived from an annual survey conducted by the Census Bureau. Unlike the 2010 Census, the ACS is based on a sample and has a margin of error. Multi-year estimates are also provided as part of the ACS to increase statistical reliability. The most current ACS estimates are the 5-year estimates from 2014 to 2018.

ACS data are based on census place, which includes cities and census-designated places (CDPs) in the region. CDPs are concentrations of population defined by the Census Bureau for statistical purposes. Unincorporated areas in Riverside County include the Bermuda Dunes, Desert Palms, Thermal, Thousand Palms, and Vista Santa Rosa CDPs in the West Valley, and the Mecca, North Shore, and Oasis CDPs in the East Valley. Unincorporated areas of Imperial County include Bombay Beach, Desert Shores, Salton City, and Salton Sea Beach.

#### 5.3.4.1 Vacancy Rates

SCAG's *Connect SoCal* counts are limited to occupied households and had to be increased to account for vacant housing units. Vacancy rates were applied to SCAG household projections for each jurisdiction to develop estimates of total housing units for the 2016 base year. Vacancy rates were then used to calculate total housing units based on the formula shown in Equation 5-1.

#### Equation 5-1. Calculation of Total Housing Units

$$\text{Housing Units} = \frac{\text{Households}}{(1 - \text{Vacancy Rate})}$$

Vacancy rates were used instead of a vacant unit count to account for jurisdictions that were split between water agencies or that were both inside and outside of the Plan Area. It was also assumed these vacancy rates would remain constant for each jurisdiction across future projections. A review of historical data from DOF indicate that vacancy rates have been stable over time. According to *Connect SoCal*, the fastest growing areas have lower average vacancy rates, and as a result, the vacancy rate for new units is lower than the average for the Plan Area.

For cities in the Plan Area, Table 5-5 provides the most recent estimates of households, housing units, and vacancy rates from DOF. The cities of Coachella and Indio have the largest share of growth and have lower seasonal vacancy rates. The cities of Indian Wells, Rancho Mirage, and La Quinta have higher seasonal vacancy rates, but lower rates of overall growth. The overall vacancy rate for Plan Area cities is 29.5 percent. This total is also consistent with the ACS dataset. According to the ACS, seasonally vacant units account for 77 percent of the vacant units among Plan Area cities.

**Table 5-5. DOF Vacancy Rates for Plan Area Cities (2016)**

City	Households	Housing Units	Vacancy Rate
<b>West Valley</b>			
Cathedral City	17,048	21,080	19.1%
Indian Wells	2,827	5,262	46.3%
Palm Desert	24,107	38,167	36.8%
Palm Springs	23,191	35,490	34.7%
Rancho Mirage	9,167	14,403	36.4%
<b>East Valley</b>			
Coachella	9,769	10,397	6.0%
Indio	25,978	31,449	17.4%
La Quinta	15,318	24,432	37.3%
<b>Total</b>	<b>127,405</b>	<b>180,680</b>	<b>29.5%</b>

Source: DOF, 2020; Table E-5

Table 5-6 provides the most recent ACS 5-year (i.e., 2014 to 2018) estimate of seasonally vacant units for unincorporated areas in the Plan Area. The subtotals for all CDPs were used to determine vacancy rates for these jurisdictions. For the West Valley's unincorporated CDPs, the overall vacancy rate is 25 percent. For the East Valley's unincorporated CDPs, the overall vacancy rate is 12 percent in Riverside County and 37 percent in Imperial County.

**Table 5-6. ACS Vacancy Rates for Unincorporated Areas (2014–2018)**

Census Designated Place	Households	Housing Units	Vacancy Rate
<b>West Valley</b>			
Bermuda Dunes	2,818	3,746	25%
Desert Palms	4,010	5,191	23%
Thermal	472	693	32%
Thousand Palms	2,728	3,813	28%
Vista Santa Rosa	855	1,022	16%
<b>Subtotal</b>	<b>10,883</b>	<b>14,465</b>	<b>25%</b>
<b>East Valley (Riverside County)</b>			
Mecca	1,955	2,191	11%
North Shore	915	915	0%
Oasis	1,028	1,340	23%
<b>Subtotal</b>	<b>3,898</b>	<b>4,446</b>	<b>12%</b>
<b>East Valley (Imperial County)</b>			
Bombay Beach	161	467	66%
Desert Shores	323	475	32%
Salton City	1,876	2,833	34%
Salton Sea Beach	141	212	33%
<b>Subtotal</b>	<b>2,501</b>	<b>3,987</b>	<b>37%</b>

Source: ACS, 2018; Table B25004

### 5.3.4.2 Baseline Housing Units by Type

For the baseline housing unit estimate, additional housing data were used to split housing units into categories of single- and multiple-family units to align with customer billing data. For cities in the Plan Area, this information was derived from DOF estimates, as shown in Table 5-7. For unincorporated areas, this information was derived from the ACS 5-year estimate (2014–2018), as provided in Table 5-8. DOF provides estimates for housing units, and the ACS provides estimates for households. The ACS does not identify a share of vacant units by housing unit type, so vacant units were assigned based on their existing proportion in the subject unincorporated area.

Table 5-7. Housing Unit Type for Plan Area Cities (2016)

City	Single-Family	Multiple-Family	Mobile Home
<b>West Valley</b>			
Cathedral City	69%	19%	12%
Indian Wells	88%	12%	0%
Palm Desert	69%	22%	10%
Palm Springs	61%	33%	6%
Rancho Mirage	83%	11%	6%
<b>East Valley</b>			
Coachella	74%	20%	6%
Indio	72%	18%	10%
La Quinta	88%	11%	1%

Source: DOF, 2020; Table E-5

Table 5-8. Housing Unit Type for Unincorporated Areas (2014–2018)

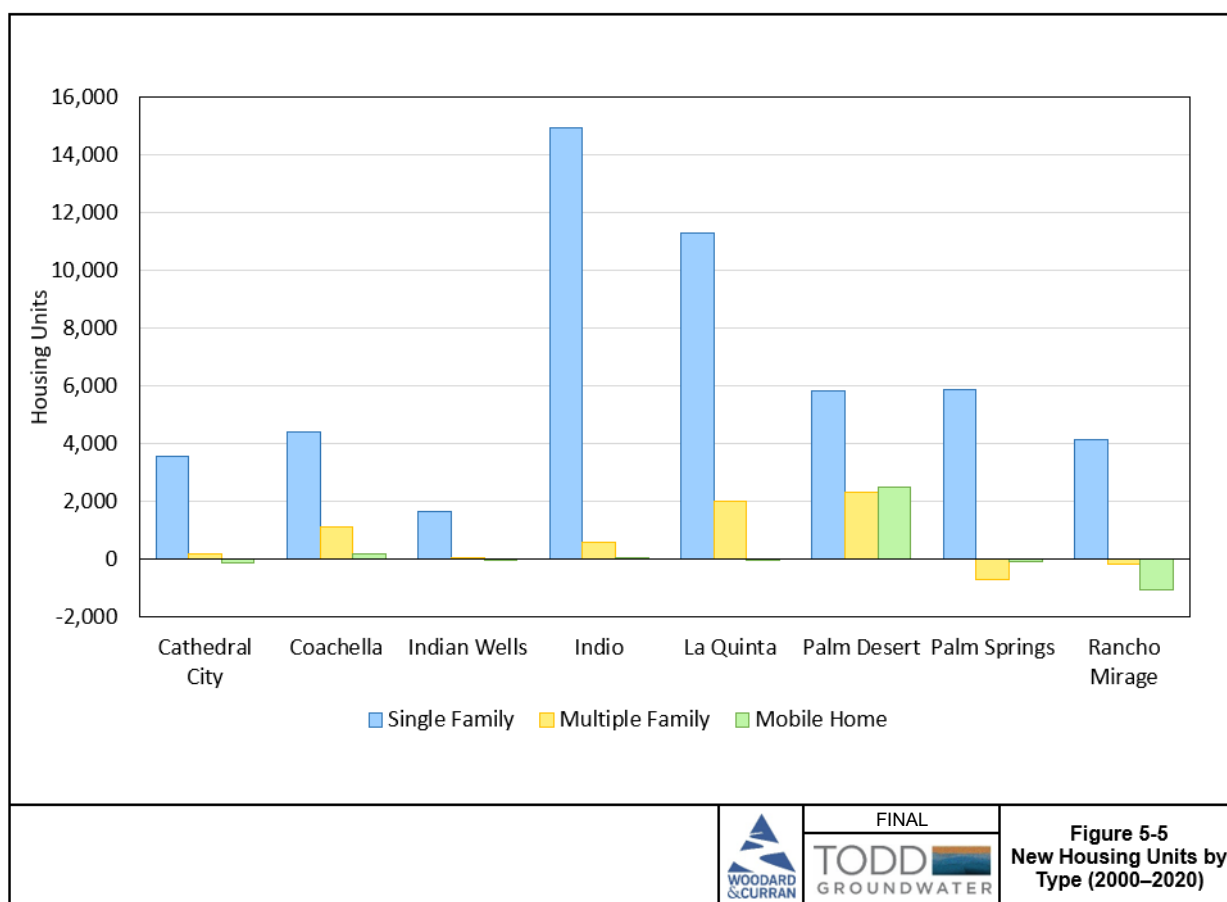
Census Designated Places	Single-Family	Multiple-Family	Mobile Home
<b>West Valley</b>			
Bermuda Dunes	55%	45%	0%
Desert Palms	100%	0%	0%
Thermal	51%	12%	37%
Thousand Palms	58%	8%	34%
Vista Santa Rosa	79%	4%	17%
<b>East Valley (Riverside County)</b>			
Mecca	48%	32%	20%
North Shore	65%	0%	35%
Oasis	27%	0%	73%
<b>East Valley (Imperial County)</b>			
Bombay Beach	18%	17%	65%
Desert Shores	45%	11%	44%
Salton City	89%	0%	11%
Salton Sea Beach	33%	0%	67%

Source: ACS 2018; Table B25124

### 5.3.4.3 Future Housing Units by Type

Historical development patterns in the Plan Area were used as the basis for projecting future development. DOF provides annual housing information for cities in California.<sup>9</sup> Figure 5-5 shows the number of new housing units by type from 2000 to 2020 for cities in the Coachella Valley. A review of ACS data indicate that unincorporated areas represented a small portion of total development. Over that period, single-family homes accounted for 85 percent of new housing units. This trend was generally consistent across the Plan Area. There were fewer multiple-family developments, and there was a net loss of mobile homes in the region over this period. This is in contrast to the City General Plans, many of which anticipate a significant number of future multiple-family developments. DOF estimates are not available for unincorporated areas in Riverside and Imperial Counties. A review of ACS data indicate that unincorporated areas represented a small portion of total development over this period.

**Figure 5-5. New Housing Units by Type (2000–2020)**



<sup>9</sup> State of California, Department of Finance, Tables E-4 and E-5

For analysis, all new housing units in the Plan Area were allocated into housing unit types using a stock and flow model that used the land use inventory of housing units and the historical rate of growth by housing type to match customer billing data. Equation 5-2 is an example formula for allocating single-family housing units. The formula allows recent housing trends to continue in the short term and allows a shift toward other planned land uses over time based on buildout conditions and local land use planning.

**Equation 5-2. Calculation of Single-Family Housing Units**

$$HU^{SF} = HU^T \div \left[ INV^{SF} + \left( INV^{MF} \times \frac{\rho^{MF}}{\rho^{SF}} \right) \right] \times INV^{SF}$$

Where:

HU = total new housing units by type for a projection year

INV = current land use inventory in total housing units by housing type

$\rho$  = ratio of historical development by type divided by the ratio of historical inventory by type

SF = single-family sector

MF = multiple-family sector

T = total

Table 5-9 lists the final projected allocation of new housing units into housing types. In the short term, 85 percent of new housing units are single-family developments. In the long term, there is a shift toward planned multiple-family developments based on the inventory of available land uses. No new mobile home developments were assumed in the region. There are small number of planned mobile home developments in the Plan Area, and for this municipal demand projection, they are captured under the multiple-family category.

**Table 5-9. New Units in Plan Area by Housing Type**

Housing Type	2020	2025	2030	2035	2040	2045
Single-Family	85%	82%	78%	72%	63%	47%
Multiple-Family	15%	18%	22%	28%	37%	53%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

According to SCAG's *Connect SoCal*, much of the planned growth in the region is projected to occur within existing cities. As a result, several of the cities in the projection such as Cathedral City, Indio, Palm Springs, and Rancho Mirage were constrained on the continued trend of building primarily single-family homes. Rather than produce individual estimates by jurisdiction, buildout conditions were aggregated for the entire Plan Area. Several cities in the region have a sphere of influence that could let them expand their service areas into currently unincorporated areas. In addition, cities facing growth constraints could use redevelopment of existing land uses or additional updates to their General Plans as a mechanism to accommodate future growth. For these reasons, jurisdictional-level land use analysis would likely underestimate the potential number of single-family homes.

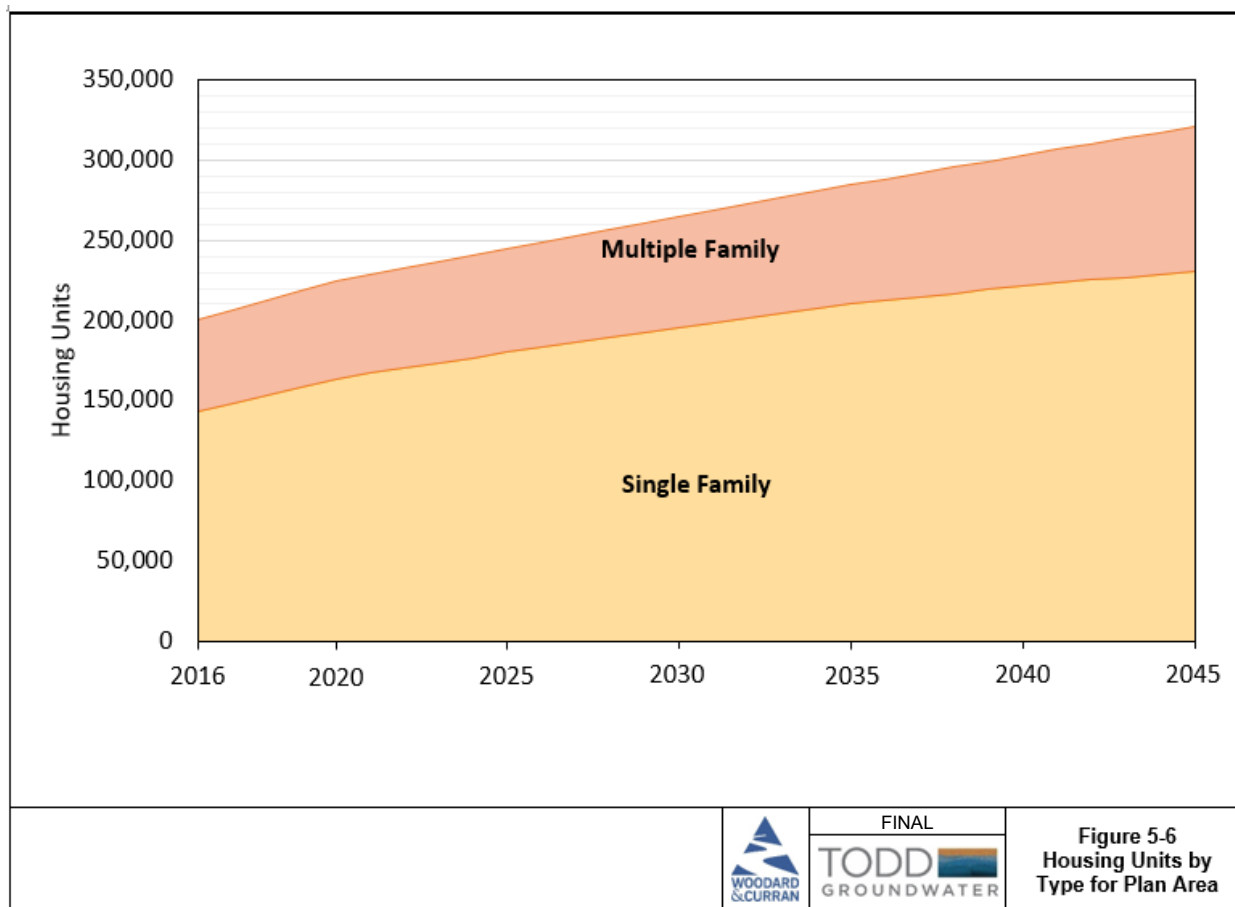
### 5.3.4.4 Final Housing Unit Projection

Table 5-10 and Figure 5-6 provide the total number of projected housing units by type for the Plan Area. These were used as the basis for developing demand factors and other projections. Overall, the Plan Area is projected to grow by 120,698 housing units (i.e., 60 percent) by 2045. The mix of new housing units in the projection is similar to the mix of existing housing stock over the long term, with more single-family homes being built in the short term shifting to multiple-family developments over time.

**Table 5-10. Housing Units by Type for the Plan Area**

Housing Type	2016	2020	2025	2030	2035	2040	2045
<b>Coachella Valley Water District</b>							
Single-Family	91,513	103,616	112,313	120,617	128,328	133,810	137,925
Multiple-Family	31,696	33,874	35,825	38,166	41,101	44,311	48,889
<b>Subtotal</b>	<b>123,209</b>	<b>137,490</b>	<b>148,138</b>	<b>158,783</b>	<b>169,429</b>	<b>178,121</b>	<b>186,814</b>
<b>Coachella Water Authority</b>							
Single-Family	7,413	11,062	14,135	17,070	19,795	22,623	24,746
Multiple-Family	2,655	3,312	4,001	4,829	5,866	7,522	9,884
<b>Subtotal</b>	<b>10,068</b>	<b>14,374</b>	<b>18,136</b>	<b>21,899</b>	<b>25,661</b>	<b>30,145</b>	<b>34,630</b>
<b>Desert Water Agency</b>							
Single-Family	23,709	26,269	28,115	29,878	31,516	32,998	34,111
Multiple-Family	14,543	15,004	15,418	15,915	16,538	17,406	18,644
<b>Subtotal</b>	<b>38,252</b>	<b>41,273</b>	<b>43,533</b>	<b>45,793</b>	<b>48,054</b>	<b>50,404</b>	<b>52,755</b>
<b>Indio Water Authority</b>							
Single-Family	20,486	22,824	25,511	28,078	30,461	32,163	33,441
Multiple-Family	8,159	8,580	9,183	9,907	10,814	11,810	13,232
<b>Subtotal</b>	<b>28,645</b>	<b>31,404</b>	<b>34,694</b>	<b>37,985</b>	<b>41,275</b>	<b>43,973</b>	<b>46,673</b>
<b>Plan Area</b>							
Single-Family	143,121	163,771	180,074	195,643	210,100	221,594	230,223
Multiple-Family	57,053	60,770	64,427	68,817	74,319	81,049	90,649
<b>Plan Area Total</b>	<b>200,174</b>	<b>224,541</b>	<b>244,501</b>	<b>264,460</b>	<b>284,419</b>	<b>302,643</b>	<b>320,872</b>

Figure 5-6. Housing Units by Type for Plan Area



**5.3.5 Employment Projection**

Connect SoCal employment estimates were used to project future CII water use. SCAG projects regional employment across 20 broad industry sectors as established by the North American Industry Classification System (NAICS). These sectors are based on a set of national employment forecasts and a region’s share of the nation’s employment. For the Coachella Valley, employment is projected to grow at a slower rate than the overall population. This is a result of net travel out of the region for work, as well as the large number of retirees in the Plan Area. Table 5-11 provides employment projections for the GSA Areas in the Plan Area. These employment projections are anticipated to be impacted by the COVID-19 pandemic and resulting economic downturn and the decrease in recreational/tourism activities. Once long-term impact and recovery from the COVID-19 pandemic is better understood, the GSAs will be able to confirm the accuracy of SCAG’s employment forecast.



**Table 5-11. Baseline and Forecast Employees by GSAs**

Water Provider	Baseline 2016	2020	2025	2030	2035	2040	2045
Coachella Valley Water District	105,736	112,240	116,761	121,284	125,806	131,903	138,001
Coachella Water Authority	8,599	12,209	14,884	17,560	20,235	21,909	23,582
Desert Water Agency	35,529	38,435	40,418	42,402	44,387	45,188	45,989
Indio Water Authority	27,530	30,177	32,108	34,039	35,970	36,970	37,971
<b>Plan Area Total</b>	<b>177,394</b>	<b>193,061</b>	<b>204,171</b>	<b>215,285</b>	<b>226,398</b>	<b>235,970</b>	<b>245,543</b>

### 5.3.6 Unit Demand Factors

Municipal water demand in the growth projection was calculated using a per-housing unit demand factor (*gallons per housing unit per day*) for residential and landscape uses and a per-employee demand factor (*gallons per employee per day*) for non-residential uses. A benefit of this approach over typical per-capita unit water use approaches was the ability to better estimate water uses associated with land use features, such as lot sizes and building footprints not directly associated with population. Housing unit counts also account for the significant number of seasonal residents not captured in federal and state population data. In addition, given that the 2010 Census is now 10 years out of date, there is more potential uncertainty in population estimates, while housing unit counts are recorded by County Assessor property information. Residential uses were divided into single- and multiple-family housing unit types to align with customer billing categories. Demand factors were calculated using a 5-year average of water demand from customer billing data provided by Plan Area water providers. Indoor and outdoor landscape use was estimated to adjust for landscape water use in new developments.

#### 5.3.6.1 Historical Billing Data

Table 5-12 lists the total annual domestic water use for each Plan Area GSA. Baseline water use was based on a 5-year average measured from July 2014 to June 2019. The 5-year average was selected to account for annual variations in water use from weather, as well as other irregularities that can occur over shorter time periods.

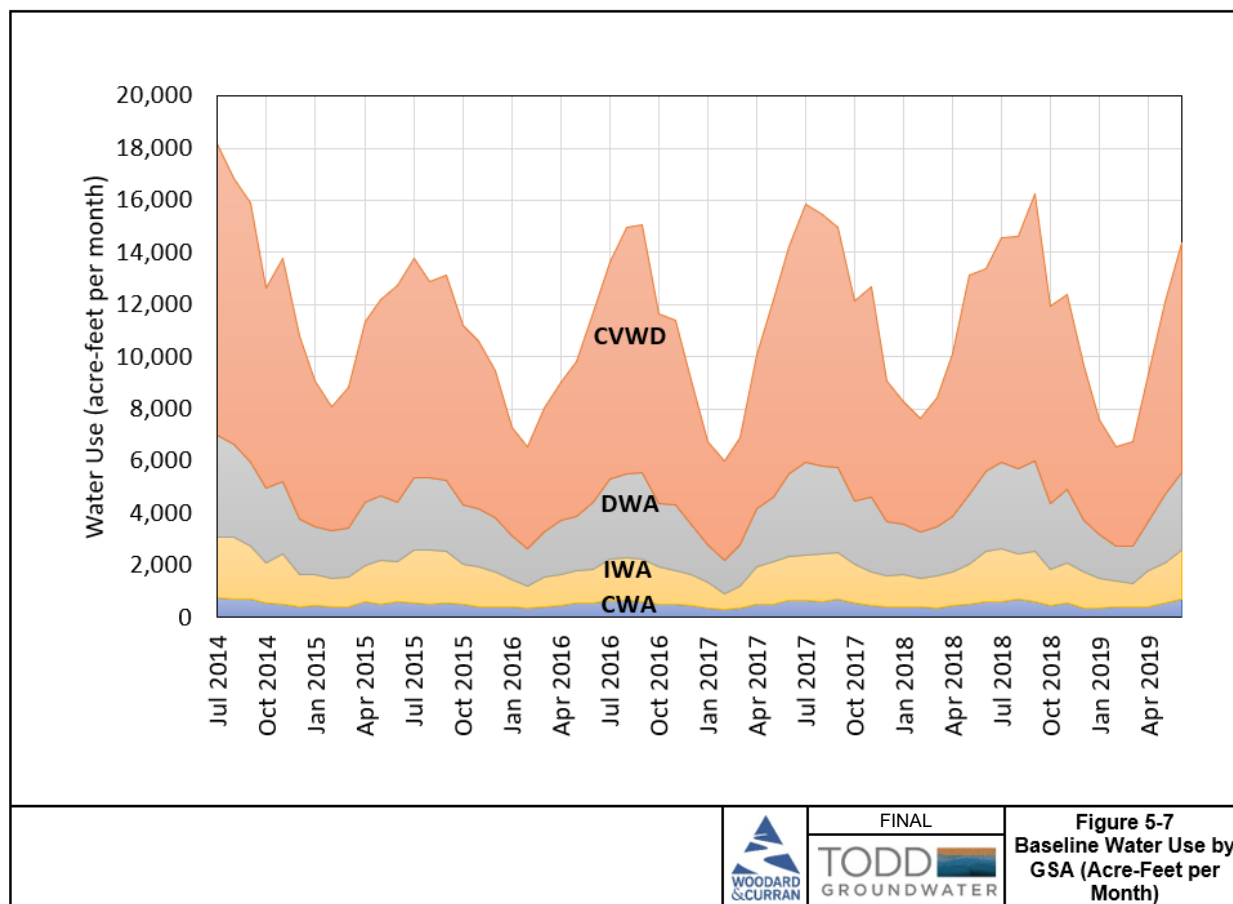
**Table 5-12. Baseline Domestic Water Use for Plan Area GSAs (Acre-Feet per Year)**

GSA	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	5-Year Average
Coachella Valley Water District	93,077	74,078	81,144	86,191	82,782	<b>83,454</b>
Coachella Water Authority	6,590	5,650	6,067	6,140	6,063	<b>6,102</b>
Desert Water Agency	30,599	25,499	28,024	30,357	28,729	<b>28,642</b>
Indio Water Authority	19,399	17,299	15,943	17,546	17,855	<b>17,608</b>
<b>Plan Area Total</b>	<b>149,665</b>	<b>122,526</b>	<b>131,178</b>	<b>140,234</b>	<b>135,429</b>	<b>135,806</b>

Figure 5-7 shows a graph of the monthly baseline water use for each GSA. The baseline period includes California's drought state of emergency, which ran from January 2014 to April 2017. As indicated in Table 5-12, the highest water use was in fiscal year (FY) 2015 (e.g., FY 2015 is July 2014 through June 2015) and the lowest water use was in FY 2016. Since the end of the drought emergency, water use has continued at a rate that is lower than pre-drought levels. Through June 2019, there has been no indication of a rebound in water use, and given the effects of climate change, drought periods, and new conservation legislation that will be implemented during the planning horizon, further downward pressure on water

demand is expected. For the GSAs, 5-year average water use is consistent with the most recent water use data.

**Figure 5-7. Baseline Water Use by GSA (Acre-Feet per Month)**



**Other Water Suppliers in the Plan Area**

CVWD and DWA have populations that are both within their service area boundaries and outside their domestic water service areas; these are served by private wells or other water systems, such as mutual water companies and small water systems. For CVWD, this includes Myoma Dunes Water Company (MDWC) and several small water systems. For DWA, this population includes a portion of the DWA jurisdictional area overlapping with Mission Springs Water District (MSWD) and several small water systems. MSWD provides municipal water service to these customers, which includes a small number of customers in the northwest of the Indio Subbasin (i.e., the Garnet Hill Subarea). IWA and CWA serve all customers in their service areas.

For customers in CVWD’s jurisdictional area that are served via domestic water service from other water systems, water demand factors were based on CVWD billing data for unincorporated areas in Riverside County. For customers in DWA’s jurisdictional area served by MSWD, water demand factors were based on the 5-year average water use per MSWD billing data as provided by DWA staff (dated September 30, 2020).

### Non-Domestic Water Supplies in the Municipal Demand Projection

Baseline water use includes urban water demands met by a water source other than GSA domestic production, including private wells, recycled water, surface water diversions, and Coachella Canal water. Although these demands are not currently met by the GSAs' domestic water supplies, they are still considered municipal demands and are accounted for in the municipal demand forecast. This water is used primarily for turf and landscape irrigation. The demands shown in Table 5-13 are based on 2019 water use for CVWD and IWA and are based on the 5-year average for DWA. For IWA, this water was supplied by CVWD for use in IWA's service area.

**Table 5-13. Non-Domestic Water for Landscape Use (Acre-Feet)**

Water Provider	Acre-Feet
Coachella Valley Water District	6,496
Desert Water Agency	740
Indio Water Authority	2,758

#### 5.3.6.2 Baseline Demand Factors

For analysis, billing data from each GSA were aggregated into five generic customer sectors, as shown in Table 5-14. Each of these customer sectors was associated with an output from the regional growth forecast to develop a unit factor. For the single- and multiple-family sectors, future water demand was based on single- and multiple-family housing units, respectively. For the landscape sector, future water demand was based on total housing units using the assumption that future landscape uses, such as common areas and parks, are driven by future residential development. For the CII sector, future water demand was based on the total number of employees, using the assumption that CII use primarily occurs indoors. The other sector, which includes water uses such as temporary construction meters, was driven by total housing units.

**Table 5-14. Variables Used in Unit Factors Calculation**

Customer Sector	Output from Growth Forecast
Single-Family Residential	Single-Family Housing Units
Multiple-Family Residential	Multiple-Family Housing Units
Landscape	Total Housing Units
Commercial, Industrial, and Institutional	Employees
Other	Total Housing Units

Table 5-15 lists the baseline unit factor calculations for each GSA, and the values used to calculate them (i.e., water use and growth forecast). These unit factors were applied to growth forecasts to develop a baseline municipal demand projection before conservation or unaccounted-for water. CWA and IWA have a higher number of persons per housing unit and fewer seasonally vacant units compared to CVWD and DWA. This results in higher water use as measured in gallons per housing unit per day (gphud) when compared to traditional measurement of gallons per capita per day (gpcd).

**Table 5-15. Baseline Unit Factor Calculations**

Sector	Calculation	Unit	CVWD	CWA	DWA <sup>a</sup>	IWA
Single-Family <sup>b</sup>	Water Use	million gallons per day	42.78	3.62	13.44	9.68
	Growth Forecast	single-family housing units	86,678	7,413	23,469	20,486
	Unit Factor	gphud	494 <sup>c</sup>	489	572	473
Multiple-Family <sup>b</sup>	Water Use	million gallons per day	5.02	0.63	1.49	1.56
	Growth Forecast	single-family housing units	29,477	2,655	14,441	8,159
	Unit Factor	gphud	170	239	103	192
Landscape	Water Use	million gallons per day	25.50	0.53	3.02	4.44
	Growth Forecast	total housing units	116,155	10,068	37,910	28,645
	Unit Factor	gphud	220	52	80	155
CII	Water Use	million gallons per day	5.46	0.65	8.23	2.47
	Growth Forecast	employees	100,495	8,599	35,328	27,530
	Unit Factor	gallons per employee per day	54	76	233	90
Other	Water Use	million gallons per day	0.96	0.01	0	0.004
	Growth Forecast	total housing units	116,155	10,068	37,910	28,645
	Unit Factor	gphud	8.3	1.1	0	0.1

<sup>a</sup> DWA's historical billing data are not segregated into the five generic customer sectors. Recent billing data (2019) was used to determine the estimated split for prior years.

<sup>b</sup> Baseline housing units used to calculate unit factors were based on 2016 estimates of housing.

<sup>c</sup> CVWD's single-family demand factor was calculated separately on a jurisdictional basis in Table 5-16. 494 gphud is an average across all of CVWD's jurisdictional area.

### CVWD Single-Family Demand Factors

The CVWD single-family residential demand factor was projected by jurisdiction, as demands and growth rates in CVWD's service area differ regionally. Table 5-16 lists the demand factors by housing unit for cities in CVWD's service area. These totals were calculated by matching CVWD's customer-level database information with SCAG housing information.

**Table 5-16. CVWD Single-Family Demand Factors by City**

Jurisdiction	Single-Family Water Use (millions of gallons)	Single-Family Housing Units	Single-Family Unit Factor (gphud)
Cathedral City	6.3	12,491	501
Coachella	0.003	5	514
Indian Wells	3.5	4,405	798
Indio	1.1	2,121	521
La Quinta	10.7	20,357	523
Palm Desert	9.5	24,666	387
Palm Springs	0.01	15	482
Rancho Mirage	7.5	11,538	651
Unincorporated	4.2	11,080	379

### Demand Factors for Private Wells and Other Water Systems

Table 5-17 lists the baseline unit factor calculations for customers served by private wells and other water systems. For customers in CVWD's GSA area, unit factors were based on CVWD billing data in unincorporated areas of Riverside County. For customers in DWA's GSA Area, unit factor calculations were based on billing data provided by MSWD. For the small number of residential homes in the MSWD service area served by private wells or other water systems, there were few multiple-family homes, so the single- and multiple-family factors were combined.

**Table 5-17. Baseline Unit Factor Calculations for Private Wells and Other Water Systems**

Sector	Unit Factor	CVWD	DWA
Single-Family	gallons per housing unit per day	370	283
Multiple-Family	gallons per housing unit per day	129	283
Landscape	gallons per housing unit per day	47	28
CII	gallons per employee per day	54	445
Other	gallons per housing unit per day	11	4

### 5.3.6.3 Indoor and Outdoor Water Use Estimates

Outdoor water use was estimated to distinguish landscape water savings in new developments. For some customers, water used for landscaping is not directly metered. An industry standard approach to measuring outdoor use, referred to as the minimum month method, is to assume all winter use is categorized as indoor consumption. This method underestimates outdoor use because of winter irrigation in dry climates such as the Coachella Valley.

The method used for this forecast documented the pattern of seasonal variation from dedicated irrigation meters and applied it to other sectors with mixed meters. With dedicated irrigation meters, winter irrigation is directly measured, and seasonal irrigation patterns could be applied to other sectors. Figure 5-8 is an example plot comparing baseline landscape irrigation and single-family residential water use for CVWD. As shown, the seasonal variation of dedicated landscape meters correlates to single-family water use.

**Figure 5-8. Indoor Water Use Estimation**

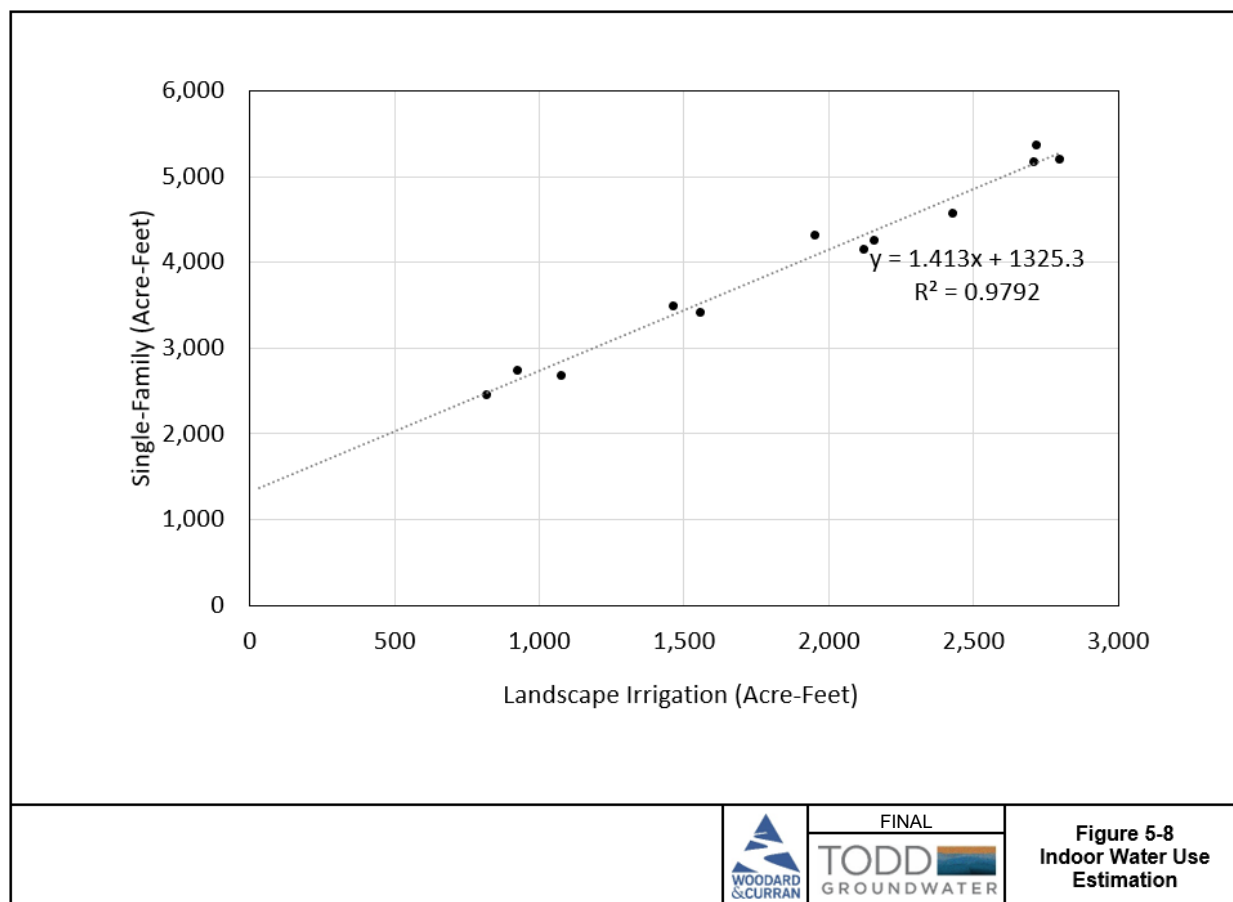


Table 5-18 lists the resulting outdoor water factors developed through analysis of each GSA’s data. These values are an average based on the 5-year billing data used. It is likely indoor/outdoor water use percentages vary across each agency’s jurisdictional area. DWA’s combined billing category of single-family, multiple-family, and landscape water use is disaggregated using the same method used for developing DWA’s demand factors (described above). The other category is not assumed to have outdoor use.

**Table 5-18. Outdoor Water Use Percentages for GSAs**

Water Provider	Single-Family	Multiple-Family	CII	Landscape	Other
Coachella Valley Water District	67	34	38	100	0
Coachella Water Authority	50	17	35	100	0
Desert Water Agency	69	69	69	100	0
Indio Water Authority	58	33	54	100	0

### 5.3.7 Baseline Forecast

Table 5-19 shows the baseline municipal demand forecast for the Indio Subbasin. This is projected municipal water use before considering passive conservation and system water loss.

**Table 5-19. Municipal Demand Forecast for the Plan Area (acre-feet)**

Category	2016 Baseline	2020	2025	2030	2035	2040	2045
Baseline Forecast	148,438	167,102	181,873	196,397	210,550	222,393	233,241

### 5.3.8 Water Loss

Water loss includes real loss, which is physical water lost from a utility's storage tanks and pressurized distribution system up to the point of customer consumption (e.g., at the water meter) and apparent loss, which include customer metering inaccuracies and data handling errors. As of 2015, SB 555 requires California urban water suppliers to submit an annual water loss audit to DWR. This audit attempts to quantify all inputs and outputs of a supplier's potable distribution system along with many other factors related to quantifying water losses. SB 555 also directed the SWRCB to develop performance standards for volumetric water loss by July 2020. As of September 2021, the SWRCB has not completed final rulemaking about performance standards but has proposed using a Microsoft Excel-based economic model to calculate a unique volumetric standard for each water supplier. The performance standard is proposed to be quantified in units of real losses per service connection per day (i.e., *gallons per connection per day*). This value is a performance indicator that is automatically calculated as an output of the American Water Works Association Water Loss Audit prepared annually by urban water suppliers, which is also submitted to DWR.

Three years of available validated Water Loss Audit reports were retrieved from DWR's Water Use Efficiency (WUE) Data Portal.<sup>10</sup> Water Loss Audits calculate water loss based on the difference between production and consumption, which averaged approximately 10 percent across the Plan Area. For this analysis, real water loss was projected on a per-connection basis. The number of service connections included both active and inactive service lines are connected to water mains and fire hydrant laterals. Table 5-20 lists real losses, apparent losses, and service connections from the most recent water loss audits available at the WUE Data Portal. The only validated Water Loss Audit reports for other small water systems in the service area are from MDWC. These values were used for all other small water systems.

<sup>10</sup> <https://wuedata.water.ca.gov/>

**Table 5-20. Water Loss Reporting by Water Provider (3-Year Average)**

Water Provider	Real Losses (gal/conn/day)	Apparent Losses (gal/conn/day)	Baseline Service Connections
Coachella Valley Water District	43.3	46.0	104,048
Coachella Water Authority	31.7	8.0	8,319
Desert Water Agency	86.5	16.3	24,469
Indio Water Authority	30.5	10.4	23,130
Other Small Water Systems	49.1	40.2	2,543

Table 5-21 shows the water loss projection for the Plan Area. The number of service connections were escalated from the baseline period using the growth in total housing units, resulting in an average 9.4 percent water loss in 2045. Additionally, it was assumed real losses would be reduced by 10 percent over the planning period based on a minimum potential estimate of water savings based on activities required by SB 555.

**Table 5-21. Water Loss Projection for Plan Area (AFY)**

--	2016 Baseline	2020	2025	2030	2035	2040	2045
Water Loss	15,567	17,366	18,459	19,494	20,470	21,183	21,847
Percent of Municipal Demands	10.5	10.4	10.1	9.9	9.7	9.5	9.4

### 5.3.9 Adjustment Factors

The municipal water demand projection used an inventory growth and replacement model and historical and projected housing units for cities in the Plan Area to estimate water savings rates for single-family residential, multi-family residential, and non-residential plumbing fixtures and appliance inventories. The models were implemented in Microsoft Excel with separate models for outdoor water use, toilets, clothes washers, and urinals. Future outdoor water uses were reduced based on an adjusted outdoor use estimate for new developments. Additional active (conservation program) savings are anticipated but were not included as part of municipal demand projections.

#### 5.3.9.1 Indoor Passive Conservation Savings

The municipal water demand forecast estimates conservation that occurs as a result of changes in state and federal water efficiency requirements for plumbing fixtures, sometimes referred to as passive conservation. These standards have resulted in a significant reduction of indoor water use over time. Going forward, codes and standards for fixtures and appliances will continue to reduce indoor water demand through the replacement of existing fixtures, and more efficient technologies used in new developments.

Passive conservation savings are based on a demographically driven growth and replacement model that accounts for fixtures from new construction and natural replacement using the same demographic data used in *Connect SoCal*. Savings estimates are provided for the single-family residential, multi-family residential, and non-residential sectors. The passive conservation model estimates water savings for toilets, showerheads, clothes washers, dishwashers, and urinals. The model estimates the stock of different types of water fixtures annually from 1990 to 2045.



Table 5-22 shows the historical and current water efficiency standards used to estimate indoor passive conservation savings. Water fixtures installed in new construction were assumed to comply with plumbing codes in effect when the new construction occurred. Natural replacement rates vary by device and are linked to the expected life of the device. When devices fail and are replaced, when spaces are remodeled, or for other reasons, new devices were assumed to comply with plumbing codes in effect when the replacement occurred.

**Table 5-22. State and Federal Plumbing Codes**

Fixture/Appliance	Maximum Flow Rate	Law/Regulation	Effective Year
<b>Residential Toilets</b>			
All Models	≤ 3.5 gpf	California Statute	1978
All Models	≤ 1.6 gpf	California Statute	1992
All Models	≤ 1.28 gpf	California (AB715) 2007	2014
<b>Residential Showerheads</b>			
All Models	2.5 gpm	California (CEC) 1992	1994
All Models	2.0 gpm	Federal (CEC Title 20) 2015	2016
All Models	1.8 gpm	Federal (CEC Title 20) 2015	2018
<b>Residential Clothes Washers</b>			
Standard	≤ 9.5 IWF	Federal Energy Independence and Security Act of 2007	2011
Top Loading, Standard	≤ 8.4 IWF	Federal Standard (DOE) 2012	2015
Top Loading, Standard	≤ 6.5 IWF	Federal Standard (DOE) 2014	2018
Top Loading, Compact (less than 1.6 ft <sup>3</sup> capacity)	≤ 14.4 IWF	Federal Standard (DOE) 2012	2015
Top Loading, Compact (less than 1.6 ft <sup>3</sup> capacity)	≤ 12 IWF	Federal Standard (DOE) 2014	2018
Front Loading, Standard	≤ 4.7 IWF	Federal Standard (DOE) 2012	2015
<b>Residential Dishwashers</b>			
Regular	6.5 gal/cycle	Federal Energy Independence and Security Act of 2007	2010
Regular	5 gal/cycle	Federal Standard (DOE) 2012	2013
Compact	4.5 gal/cycle	Federal Energy Independence and Security Act of 2007	2010
Compact	3.4 gal/cycle	Federal Standard (DOE) 2012	2013
<b>Non-Residential Toilets</b>			
All Models	≤ 3.5 gpf	California Statute	1978
All Models	≤ 1.6 gpf	California Statute	1992
All Models	≤ 1.28 gpf	California (AB715) 2007	2014
<b>Non-Residential Urinals</b>			
Standard	1.0 gpf	Energy Policy Act of 1992	1994
Standard	0.5 gpf	California (AB 715) 2007	2014
Wall-Mounted Urinals	0.125 gpf	California (CEC) 2015 Executive Order (EO B-29-15)	2018

gpf = gallons per flush

gpm = gallons per minute at a pressure of 80 psi.

IWF = integrated water factor expressed in gallons per cycle per cubic foot

Table 5-23 lists the natural replacement rate for indoor plumbing fixtures. Useful life and associated annual replacement rates were based on standard industry estimates, estimates from plumbing fixture saturation studies, and the best management practice reports from the California Water Efficiency Partnership (see: <https://calwep.org/>).

**Table 5-23. Parameters Used in Indoor Water Savings Fixtures**

Sector	Fixture	Useful Life (Years)	Replacement Rate (% per Year)
Residential	Toilets	25	4
Residential	Showerheads	8	12
Residential	Clothes Washers	14	8.3
Residential	Dishwashers	13	8
Non-Residential	Toilets	40	2.5
Non-Residential	Urinals	40	2.5

Table 5-24 lists the frequency of water use per fixture and sector. This information was obtained from focused end-use studies. Residential fixture water use was based on *2016 Residential End Uses of Water, Version 2* (Water Research Foundation [WRF], 2016). Non-residential fixture water use was based on *Commercial and Institutional End Uses of Water* (WRF, 2000). These studies are the current industry benchmarks for residential and non-residential water uses. These factors were applied on a per-housing unit basis as described below.

**Table 5-24. Parameters Used in Indoor Water Savings Fixtures**

Sector	Fixture	Frequency of Use
Residential	Toilets	4.9 flushes per person per day
Residential	Showerheads	7.8 minutes per use 0.7 uses per person per day
Residential	Clothes Washers	3.5 cubic feet per load 0.3 cycles per person per day
Residential	Dishwashers	0.1 cycles per person per day
Non-Residential	Toilets	2.6 flushes per employee per day 4 flushes per occupied hotel room per day
Non-Residential	Urinals	1.25 flushes per employee per day

Table 5-25 lists the projected residential indoor passive conservation savings (in AF) for new and existing developments in the Plan Area by GSA. Indoor passive conservation savings were estimated at 8.1 gpcd by 2045 when compared to 2016 savings rates for single-family homes, and 6.4 gpcd savings rates for multiple-family homes. CII savings are 2 gallons per employee per day. Water savings are measured relative to baseline water use. Water use savings by device are converted into gallons per housing unit per day using historical and projected values for vacancy rates and estimates of persons per household. CII savings include estimates of hotel savings based on occupancy information from the Greater Palm Springs Convention and Visitors Bureau. Chapter 11, *Projects and Management Actions* describes the Plan Area's active conservation programs that incentivize indoor water conservation.

**Table 5-25. Indoor Passive Savings in the Plan Area (Acre-Feet)**

Water Provider	2020	2025	2030	2035	2040	2045
Coachella Valley Water District	547	1,414	1,965	2,393	2,718	2,986
Coachella Water Authority	118	345	528	695	873	1,040
Desert Water Agency	131	335	464	563	642	707
Indio Water Authority	198	512	714	872	993	1,094
<b>Plan Area Total</b>	<b>994</b>	<b>2,606</b>	<b>3,671</b>	<b>4,523</b>	<b>5,226</b>	<b>5,827</b>

### 5.3.9.2 Outdoor Water Use Adjustment

Unit factors for future uses were adjusted to account for implementation of the MWEL0 (DWR, 2015). MWEL0 sets a minimum standard for outdoor water conservation in California and applies to new construction projects with landscape areas of 500 square feet or more. The size threshold for existing landscapes that are being rehabilitated has not changed from the original 2010 MWEL0, remaining at 2,500 square feet. The 2015 MWEL0 also allows for special landscape areas (SLAs) that allow for extra water in non-residential areas for specific landscape functions such as recreation or for areas irrigated with recycled water.

Table 5-26 lists the Plan Area's outdoor passive water savings adjustment factor. Passive water savings resulting from implementation of the 2015 MWEL0 were based on an evapotranspiration adjustment factor (ETAF), which when applied to reference evapotranspiration, adjusts for plant water requirements and irrigation efficiency. The current ETAF for new residential landscapes is 0.55 and the ETAF for non-residential landscapes is 0.45. Existing landscapes were assumed to have an ETAF of 0.7, meaning that new residential landscapes were assumed to use 21 percent less water, and new non-residential landscapes were assumed to use 36 percent less water. It was also assumed that 25 percent of dedicated landscape meters were categorized as SLAs such as sports fields, and therefore no savings were assumed to come via MWEL0 requirements. No savings were assumed from existing landscapes, as these projections typically receive incentives under conservation programs, and are not considered a passive savings. Chapter 11, *Projects and Management Actions* describes active conservation programs that incentivize outdoor water use efficiency.



*The demand forecast assumes desert landscaping in new residential developments, in accordance with GSA policies.*

**Table 5-26. Outdoor Passive Water Savings Within the Plan Area (Acre-Feet)**

Water Provider	2020	2025	2030	2035	2040	2045
Coachella Valley Water District	1,981	3,439	4,873	6,275	7,399	8,439
Coachella Water Authority	326	600	867	1,125	1,395	1,630
Desert Water Agency	509	872	1,228	1,575	1,838	2,072
Indio Water Authority	340	717	1,088	1,449	1,721	1,972
<b>Plan Area Total</b>	<b>3,156</b>	<b>5,628</b>	<b>8,056</b>	<b>10,424</b>	<b>12,353</b>	<b>14,113</b>

### 5.3.10 Water Demands on Tribal/Reservation Lands

In the Plan Area, much of the Tribal/Reservation lands in the West Valley has been developed to varying degrees while a substantial amount of Tribal/Reservation lands in the East Valley is largely undeveloped. To accurately project water demand on Tribal/Reservation lands, Tribal/Reservation outreach was conducted by the GSAs throughout the planning process consistent with DWR's *Draft Guidance Document for the Sustainable Management of Groundwater: Engagement with Tribal Governments* (DWR, 2017). The GSAs have established communications with Tribes in the Plan Area via the SGMA Tribal Workgroup, which meets quarterly, and Tribal/Reservation email lists. Tribal/Reservation data request letters and follow-up letters were sent to the Tribal/Reservation chairs and Tribal/Reservation administrators on May 1, 2020, and May 14, 2020, respectively. Outreach included follow-up emails and phone calls. Tribal/Reservation data requested included information about land use, population and housing, water demand, and water conservation. During preparation of this *Alternative Plan Update*, the Tribes indicated that projected Tribal/Reservation land uses are generally included in municipal General Plans; therefore, *Connect SoCal* adequately captures Tribal/Reservation growth. As such, Tribal/Reservation 2012 water demands were not included here in a separate category for analysis; rather, they are included in this municipal demand forecast.

### 5.3.11 Final Municipal Demand Forecast

Table 5-27 and Figure 5-9 show the municipal demand forecast with future passive conservation for the Plan Area. Indoor water conservation adjustment factors for new and existing developments included toilets, clothes washers, and urinals. The outdoor water conservation adjustment included implementation of 2015 MWELO for new developments. The total conservation adjustment came to 5,827 acre-feet by 2045 for indoor uses and 14,113 acre-feet by 2045 for outdoor uses. The total consumption estimate for the Plan Area is 235,148 acre-feet in 2045, which is an increase of 71,143 acre-feet (i.e., 43 percent). This 43 percent increase in municipal water demand compares to a projected 53 percent increase in Plan Area population.

**Table 5-27. Municipal Demand Forecast for the Plan Area (Acre-Feet)**

Category	2016 Baseline	2020	2025	2030	2035	2040	2045
Baseline Forecast	148,438	167,102	181,873	196,397	210,550	222,393	233,241
Passive Conservation	-	-994	-2,606	-3,671	-4,523	-5,226	-5,827
Outdoor Adjustment	-	-3,156	-5,628	-8,056	-10,424	-12,353	-14,113
Consumption in Plan Area	148,438	162,952	173,639	184,670	195,603	204,814	213,301
Water Loss	15,567	17,366	18,459	19,494	20,470	21,183	21,847
<b>Municipal Demand Totals</b>	<b>164,005</b>	<b>180,318</b>	<b>192,098</b>	<b>204,164</b>	<b>216,073</b>	<b>225,997</b>	<b>235,148</b>

Note: Passive conservation savings and outdoor adjustment are compared against baseline period.

**Figure 5-9. Municipal Demand Forecast for Plan Area**

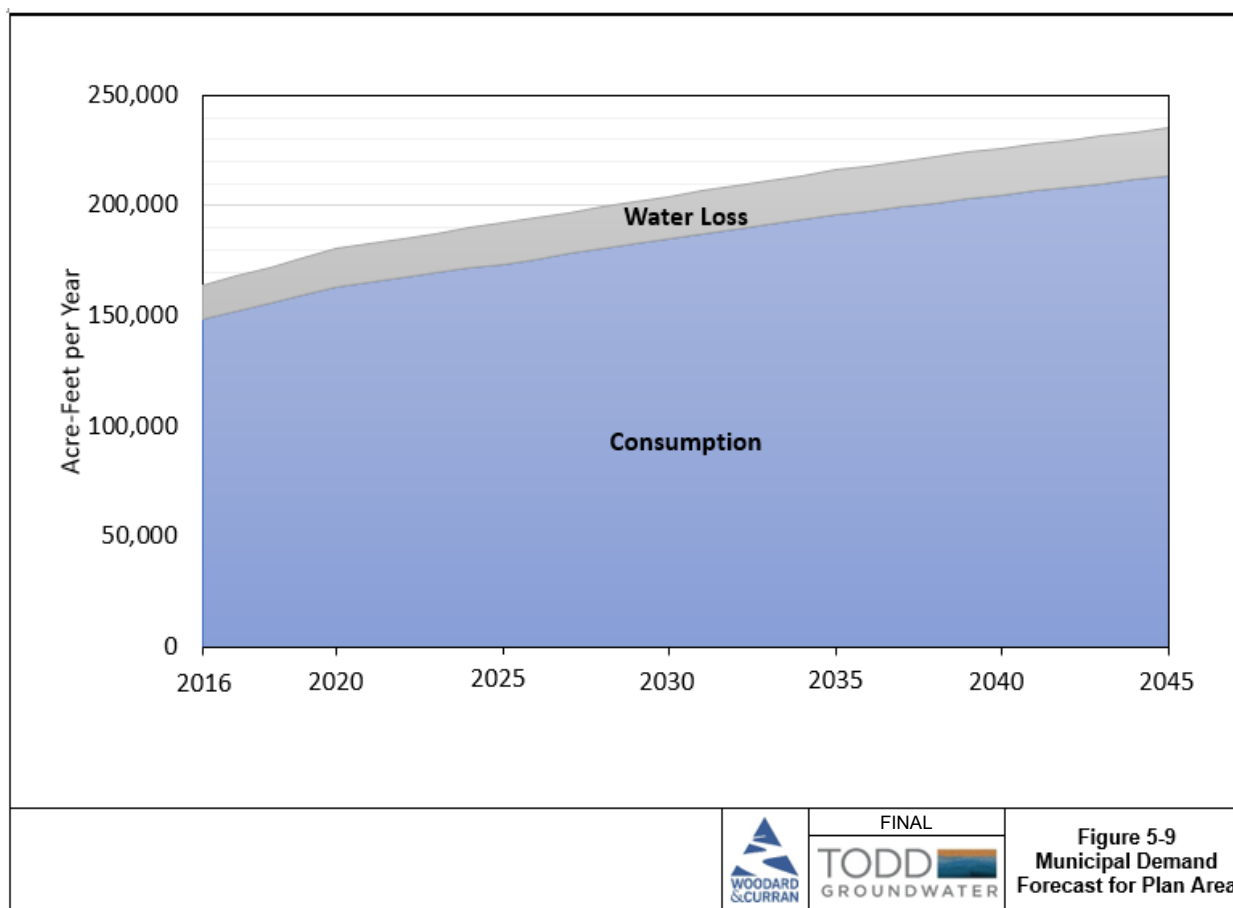


Table 5-28 and Figure 5-10 show a forecast of total water supplied by GSA area in the Plan Area. Appendix 5-A contains the final, more detailed municipal water demand forecast by GSA area.

**Table 5-28. Total Municipal Demand Forecast for GSA Areas (Acre-Feet)**

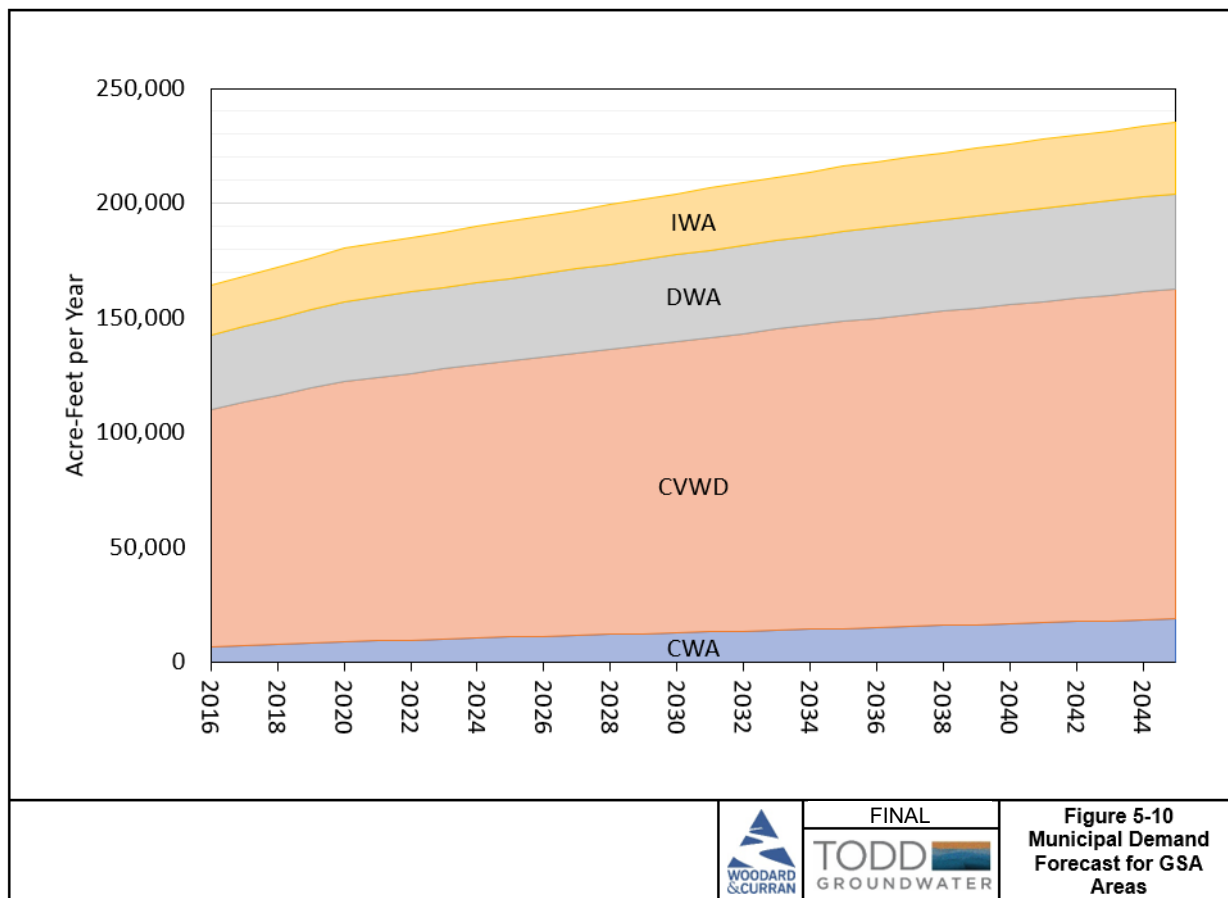
Category	2016 Baseline	2020	2025	2030	2035	2040	2045
<b>Coachella Valley Water District</b>							
Consumption	92,411	100,994	106,835	112,888	118,908	123,731	128,225
Water Loss	11,292	12,606	13,375	14,102	14,788	15,218	15,615
Total Demand	103,703	113,600	120,210	126,990	133,696	138,949	143,840
<b>Coachella Water Authority</b>							
Consumption	6,102	8,396	10,215	12,045	13,843	15,798	17,600
Water Loss	371	529	654	774	888	1,021	1,147
Total Demand	6,473	8,925	10,869	12,819	14,731	16,819	18,747
<b>Desert Water Agency</b>							
Consumption	29,558	31,657	33,055	34,492	35,903	37,043	38,033
Water Loss	2,845	3,070	3,173	3,270	3,360	3,449	3,532
Total Demand	32,403	34,727	36,228	37,762	39,263	40,492	41,565
<b>Indio Water Authority</b>							
Consumption	20,366	21,905	23,534	25,244	26,950	28,242	29,444
Water Loss	1,059	1,161	1,257	1,348	1,434	1,495	1,553
Total Deman	21,425	23,066	24,791	26,592	28,384	29,737	30,997
<b>Plan Area Total</b>							
Consumption	148,438	162,952	173,639	184,670	195,603	204,814	213,301
Water Loss	15,567	17,366	18,459	19,494	20,470	21,183	21,847
Total Demand	164,005	180,318	192,098	204,164	216,073	225,997	235,148

Notes:

Consumption is calculated as the baseline forecast minus passive indoor and outdoor conservation.

GSA area totals may not sum to Plan Area totals due to rounding error.

Figure 5-10. Municipal Demand Forecast for GSA Areas



FINAL  
TODD  
GROUNDWATER

Figure 5-10  
Municipal Demand  
Forecast for GSA  
Areas

### 5.4 Agricultural Demands

Agriculture is an essential part of the Coachella Valley economy, generating an average of \$625 million per year from 2014 to 2018 (County of Riverside, 2018). Agricultural water demand is met via Colorado River (Coachella Canal) water, groundwater, and surface water. Agricultural demand varies by farmed parcel, depending on crop type and sequencing (e.g., many farmers use trimester cropping). Per the *2019 Crop Report* (CVWD, 2019a), the average agricultural water demand was 5.2 AFY per cropped acre and accounted for half of Plan Area water use. Figure 5-11 shows agricultural water use from 2010 to 2019.

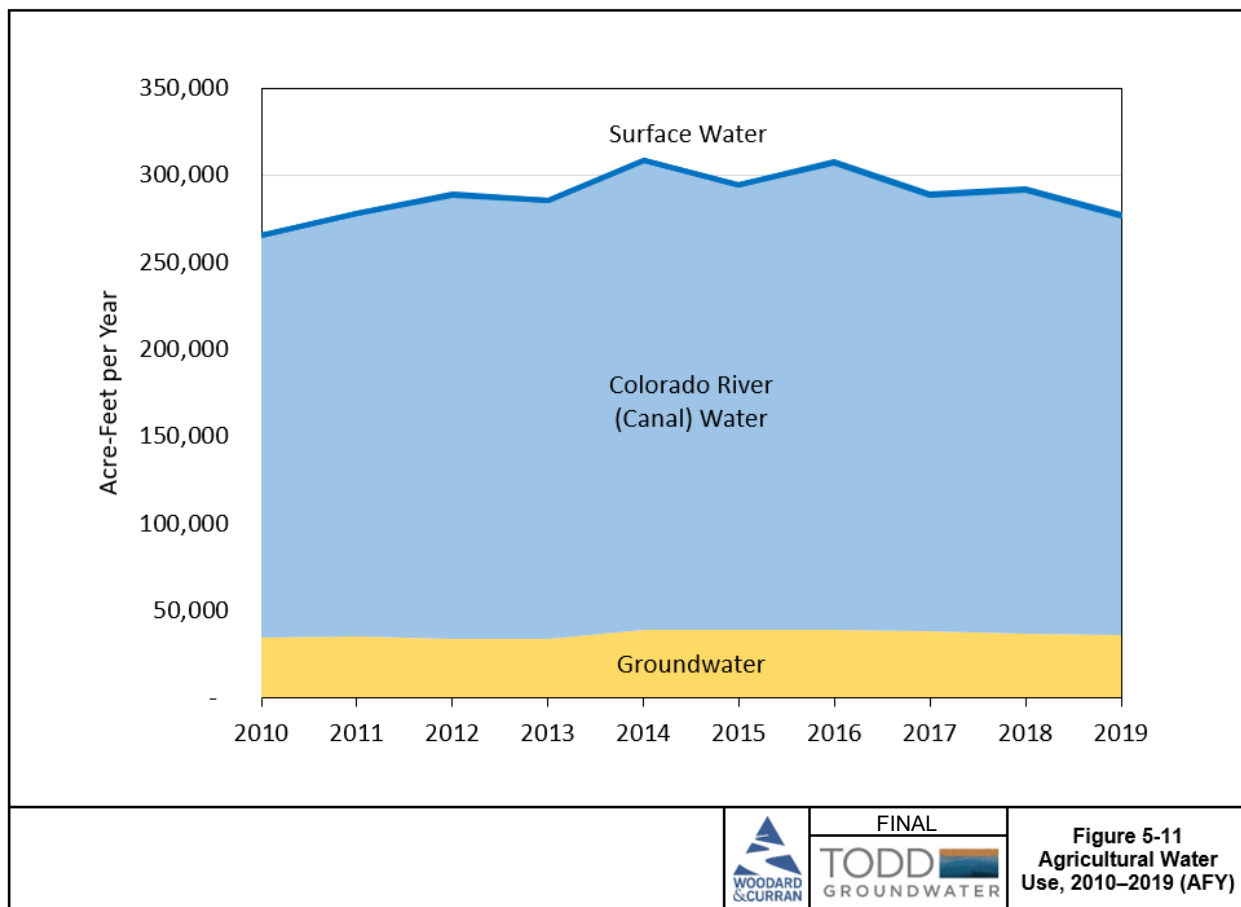


*Agriculture is an essential part of the Coachella Valley economy.*

Average agricultural demand for the during this timeframe was 292,150 AFY, which was approximately 51 percent of total demand in the Plan Area during that period.

The *2010 CVWMP Update* assumed agricultural demand decreased in proportion to the increase in urban demand. SCAG’s *Connect SoCal* identifies conversion of specific parcels from agriculture to urban land uses through 2045. This *Alternative Plan Update* accounts for reduced agricultural water use associated with the conversion of those parcels, while the municipal demand forecast accounts for new urban demands associated with parcel buildout.

**Figure 5-11. Agricultural Water Use, 2010–2019 (AFY)**



### 5.5 Agricultural Land Conversion

SCAG land use data were used to determine the reduction in agricultural parcels over time as they are developed for urban uses. To evaluate projected land conversion, potentially developable agricultural lands from the SCAG *Connect SoCal* dataset were overlaid with data from the *2019 Crop Census* showing farmed and idle lands. Table 5-29 lists available agricultural lands in the Plan Area and the proportion that were cropped in 2019.



**Table 5-29. Agricultural Acres by Geographic Unit (Acres)**

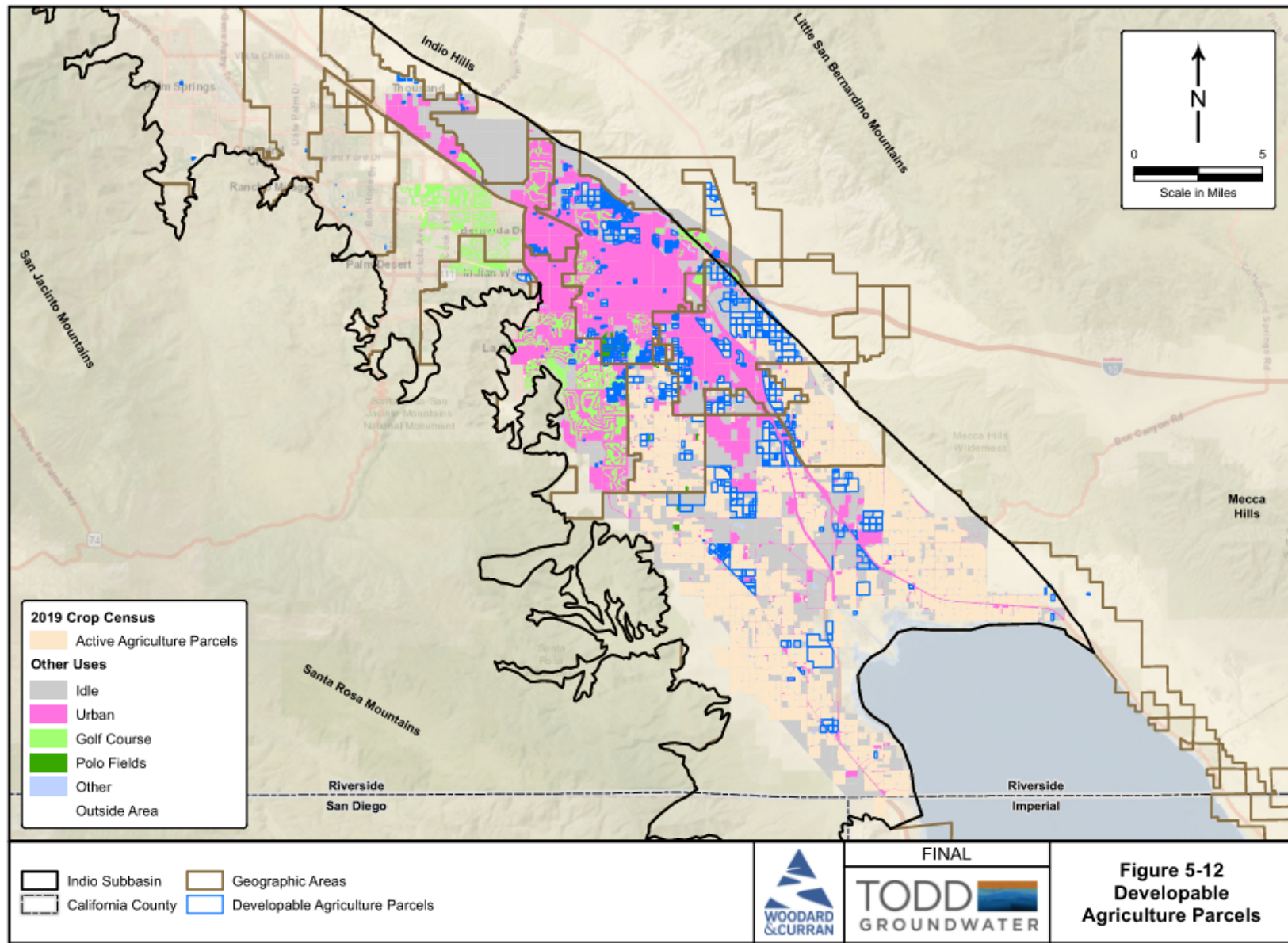
Geographic Units	Agricultural Parcels	2019 Cropped Parcels	Agricultural Lands that are Cropped
Cathedral City	2	2	100%
Coachella	4,088	2,819	69%
Indian Wells	116	116	100%
Indio	3,129	1,007	32%
La Quinta	341	87	26%
Palm Desert	0	0	0%
Palm Springs	11	0	0%
Rancho Mirage	1	1	100%
Unincorporated West	1,333	713	53%
Unincorporated East	5,268	2,265	43%
<b>Plan Area Total</b>	<b>14,289</b>	<b>7,010</b>	<b>49%</b>

Figure 5-12 shows that 51 percent of projected agricultural conversions would be on currently farmed parcels (i.e., 7,010 acres currently farmed out of 14,289 acres of available agricultural lands). This anticipated change in agricultural acreage was used to calculate changes in agricultural water use by geographic unit. In contrast to the projected urbanization of 5,973 acres of existing farmed lands, there may also be interest in expanding agricultural production within the planning horizon. To refine the agricultural demand forecast, the GSAs conducted outreach to Growing Coachella Valley, a local farming organization. Constraints on water availability and farming practices in California's Central Valley may increase commercial interest in local farmlands. This demand forecast assumed an increase of 950 acres of new farming production in the East Valley in 2025. Table 5-30 shows projected net acres of agricultural parcels assumed to be converted to urban uses in 5-year increments through 2045. A GIS analysis was performed of CVWD's crop data in conjunction with these assumed conversions to determine total acres of cropped land.

**Table 5-30. Conversion of Agricultural to Urban by Geographic Unit (Acres)**

Geographic Units	2020	2025	2030	2035	2040	2045
Cathedral City	0	0	0	0	1	1
Coachella	163	326	489	651	852	1,053
Indian Wells	3	5	8	10	24	38
Indio	365	730	1,095	1,460	1,880	2,300
La Quinta	19	38	57	75	101	127
Palm Desert	0	0	0	0	0	0
Palm Springs	5	11	16	21	29	36
Rancho Mirage	0	0	1	1	1	1
Unincorporated West	65	131	196	261	298	334
Unincorporated East	371	741	1,112	1,482	1,783	2,083
<b>Plan Area Total</b>	<b>991</b>	<b>1,982</b>	<b>2,974</b>	<b>3,961</b>	<b>4,969</b>	<b>5,973</b>

Figure 5-12. Developable Agricultural Lands



### 5.5.1 Agricultural Demand Factors

The agricultural demand factors used for projecting agricultural demands, in acre-feet per acre of cropped land, is based on the 5-year average (i.e., 2015–2019) agricultural water use in each geographic unit. The crop demand factor considered trimester cropping practices in the Plan Area, as defined in the *2019 Crop Report (CVWD, 2019a)*. Demand factors were modeled section by section and were rolled up into the 10 geographic units described in Section 5.3, *Municipal Demands*. Agricultural water supply was calculated based on the 5-year average for groundwater pumping and Canal deliveries and is approximately 30 percent higher than crop consumptive use. Table 5-31 lists the agricultural demand factor for each geographic unit. For Palm Springs and Rancho Mirage, which contain negligible agricultural lands, this analysis assumed other vacant lands would be urbanized and no agricultural lands would be affected.

**Table 5-31. Agricultural Demand Factors (Based on 2015–2019 Average)**

Geographic Units	Agricultural Lands (Acres) <sup>a</sup>	Crop Demand (AFY)	Agricultural Water Supply (AFY)	Demand Factor (AF/Acre)
Cathedral City	-	-	0	0.0
Coachella	4,064	12,813	18,150	4.5
Indian Wells	43	220	312	7.3
Indio	904	2,747	3,894	4.3
La Quinta	328	1,675	2,368	7.2
Palm Desert	76	394	559	7.3
Palm Springs	-	-	-	0.0
Rancho Mirage	-	-	-	0.0
Unincorporated West	10,660	44,295	62,817	5.9
Unincorporated East	38,357	145,968	207,050	5.4
<b>Plan Area Totals</b>	<b>54,432</b>	<b>208,112</b>	<b>295,150</b>	<b>--</b>

<sup>a</sup> Acreage includes the physical size of agricultural parcels but does not include multiple harvests for non-permanent crops.

### 5.5.2 Agricultural Conservation

In 2014, U.S. Department of the Interior Bureau of Reclamation (USBR) initiated a Pilot System Conservation Program to fund voluntary water conservation projects to benefit the Colorado River system. As part of that program, CVWD continued to offer rebates to agricultural customers to convert farmed land from a flood/furrow system to drip irrigation through 2019. However, efforts to convert from flood irrigation to drip irrigation have flattened, as users with the financial ability to undertake the conversion have already done so. The remaining users still using a flood/furrow system are mostly small farmers who do not have the necessary infrastructure to implement a conversion. As such, most passive water conservation savings associated with increased irrigation efficiency have already been realized, and the region has experienced demand hardening in agricultural water conservation. For example, Figure 5-11 (above) shows that agricultural water demands from 2010 to 2019 have been relatively flat, indicating demand hardening. Additional passive conservation is anticipated to be negligible moving forward and none was assumed for the agricultural demand forecast. Instead, participation in active agricultural conservation, such as CVWD's Agricultural Irrigation Efficiency Program, was considered (refer to Chapter 11, *Projects and Management Actions*).

### 5.5.3 Final Agricultural Demand Projections

The agricultural demand factors presented above were applied to agricultural acreage anticipated to remain in production over time. Total agricultural demands were calculated based on 2019 cropped acreage, and then water demands associated with lands anticipated for agriculture to urban conversion (totaling 5,973 acres) were subtracted out in 5-year increments. For the 950 acres that are anticipated to convert from idle to cropped, approximately 4,900 AFY were added to the forecast in 2025.

Total agricultural demand in the Plan Area is projected to decline from 295,150 AFY in the baseline (i.e., a 5-year average) to 280,243 AFY in 2045, which is a 5 percent decrease. Table 5-32 lists projected agricultural demand through 2045.

**Table 5-32. Projected Agricultural Water Demand (AFY)**

Jurisdiction	5-Year Average (2015–2019)	2020	2025	2030	2035	2040	2045
Cathedral City	0	0	0	0	0	0	0
Coachella	18,150	17,423	16,696	15,968	15,241	14,345	13,449
Indian Wells	312	293	275	256	238	134	31
Indio <sup>a</sup>	3,894	2,323	751	0	0	0	0
La Quinta	2,368	2,232	2,095	1,959	1,822	1,638	1,453
Palm Desert	559	559	559	559	559	559	559
Palm Springs	0	0	0	0	0	0	0
Rancho Mirage	0	0	0	0	0	0	0
Unincorporated West	62,817	62,432	62,047	61,662	61,277	61,063	60,848
Unincorporated East	207,050	205,050	208,189	206,188	204,188	202,566	200,944
<b>Plan Area Total</b>	<b>295,150</b>	<b>290,312</b>	<b>287,092</b>	<b>284,693</b>	<b>283,045</b>	<b>281,644</b>	<b>280,243</b>

<sup>a</sup> City of Indio forecast assumes all actively used agricultural parcels will be converted.

## 5.6 Golf Demand

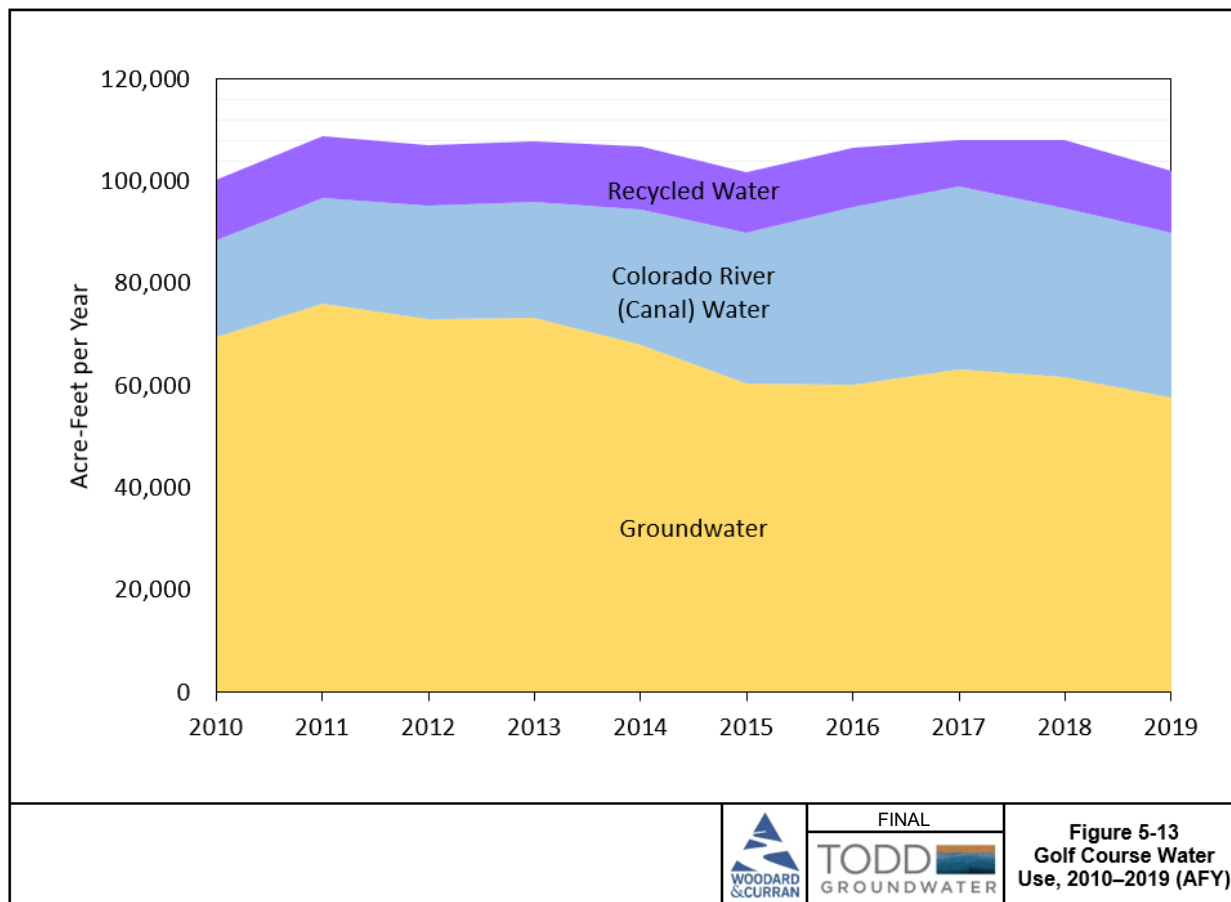
The golf industry represents a significant water demand sector in the Plan Area, comprising over 18 percent or an average 105,300 AFY of Plan Area water use between 2015 and 2019. Demand for golf course irrigation is met with groundwater, Coachella Canal water, and recycled water. Figure 5-13 shows golf water use over the 2010–2019 timeframe. The *2010 CVWMP Update* assumed a proportional increase in golf courses to population growth. Anticipated golf water demand projected in this *Alternative Plan Update* is based on an assumed continuation of existing golf courses, and minimal growth based on trends in golf course construction over the last 10 years per conversations with the Golf Task Force and Southern California Golf Association, and a review of planned golf courses in approved Water Supply Assessments.

A 5-year average from 2015 to 2019 was used to calculate a golf industry demand baseline of 105,300 AFY. Three future golf courses were assumed when developing golf industry demand projections, based on a list of approved Water Supply Assessments provided by CVWD staff (dated July 23, 2020) for upcoming development approvals. These three new 18-hole golf courses were assumed to comply with CVWD's *Ordinance No. 1302.4: An Ordinance of the Coachella Valley Water District Establishing Landscape and Irrigation System Design Criteria* (Landscape Ordinance) (CVWD, 2019b), which mandates golf course water use efficiency (see discussion below). Assuming three new golf courses would be approximately 150 acres in size, analysis projected water use for each golf course under the Landscape Ordinance at 775 AFY per course or 2,324 AFY total.



*CVWD WRP-10 recycled water serves golf demands in the mid-Valley area.*

**Figure 5-13. Golf Course Water Use, 2010–2019 (AFY)**



**5.6.1 Golf Conservation**

New golf course development and retrofitted landscape water efficiency standards are governed by DWR’s MWEL0. All water supply agencies must adopt, implement, and enforce MWEL0 or a more stringent ordinance. As guidance, MWEL0 includes a water budget calculation called the Maximum Applied Water Allowance that depends on estimates of evapotranspiration and establishes the upper limit of annual applied water for landscaped areas. Any areas of activity with intense foot or vehicular traffic in the CVWD service area, including golf courses, must comply with CVWD’s Landscape Ordinance. The Landscape Ordinance was developed in conjunction with CVAG, Riverside County, Coachella Valley cities, and major water purveyors. Similar to and based on MWEL0, a golf course’s area of irrigated turf used for tees, fairways, greens, and practice areas is limited for all new courses, and in additions or renovations to existing golf courses. Under the Landscape Ordinance, the total turf area of golf courses is limited to a maximum of 4 irrigated acres average per golf hole, and practice areas such as driving ranges and short game areas must not exceed 10 acres of turf. The Landscape Ordinance defines a recreational turf grass ETAF of 0.82. This ETAF adjusts for the additional stress of high traffic on recreational turfgrass and the higher irrigation efficiencies of long-range rotary sprinklers. This ETAF for golf courses in the CVWD service area was estimated by dividing 0.7, which is the seasonal average factor for a mixed cool/warm season turfgrass, by 0.85, which is the irrigation efficiency of long-range sprinklers.

During analysis, Landscape Ordinance requirements were considered when estimating future golf course demand. The MWELO Maximum Applied Water Allowance for a 150-acre golf course site (assuming 82 acres turf and 68 acres of other landscaped areas) is 775 AFY.

The golf course demand projection (Table 5-33) assumed no passive conservation on existing golf courses, as CVWD and DWA do not anticipate future golf course renovations unless they associated with their Golf Rebate Program. Chapter 11, *Projects and Management Actions* discusses the Golf Rebate Program, which is considered active conservation. The Golf Rebate Program provides financial support for turf removal on golf courses.

### 5.6.2 Final Golf Industry Demand Projections

The total golf industry demand estimate for the Plan Area is 105,300 acre-feet in 2020, increasing to 107,625 acre-feet by 2035, which is an increase of 2,325 acre-feet (2 percent). Table 5-33 lists the golf industry demand projection through 2045.

**Table 5-33. Golf Course Demand Projection (AFY)**

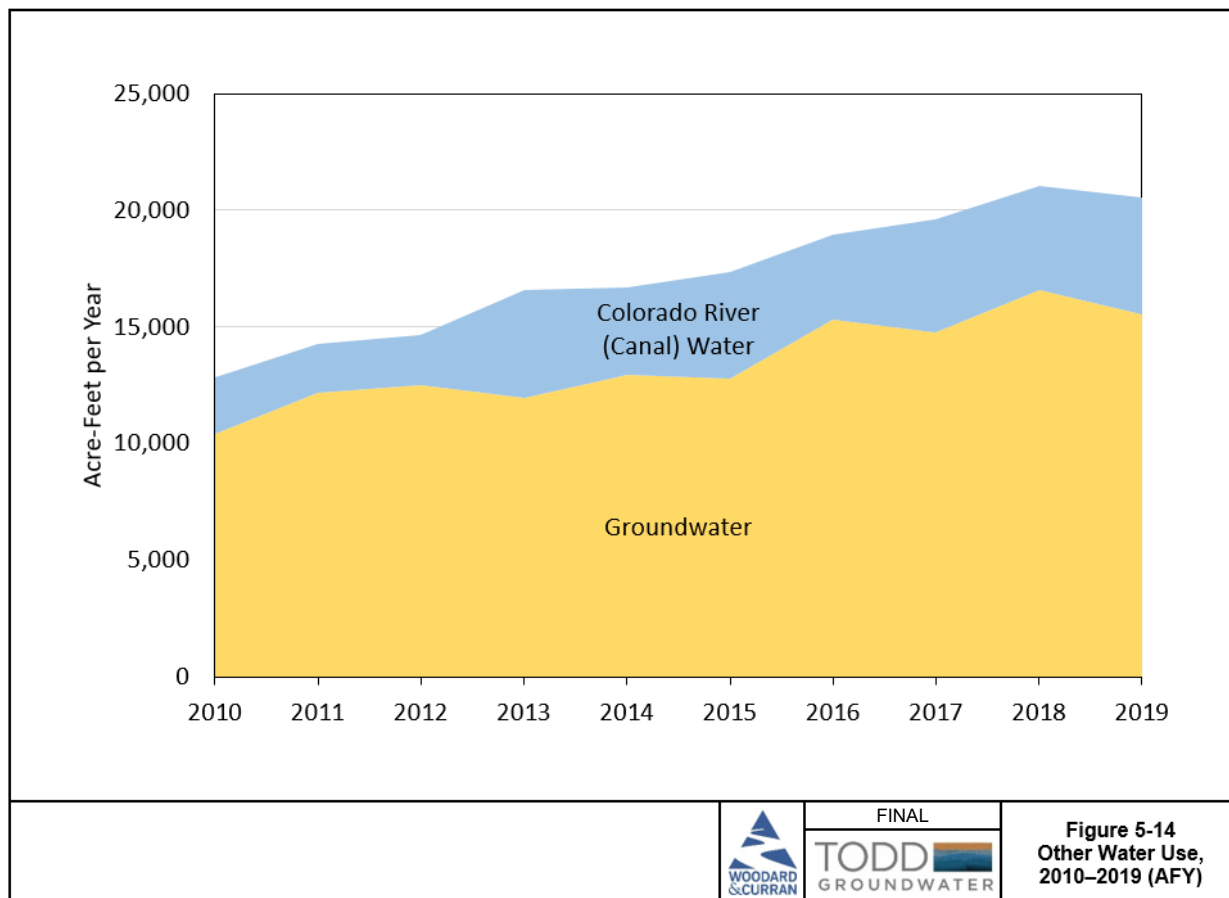
--	2020	2025	2030	2035	2040	2045
<b>Plan Area Total</b>	<b>105,300</b>	<b>106,075</b>	<b>106,850</b>	<b>107,625</b>	<b>107,625</b>	<b>107,625</b>

### 5.7 Other Demands

The Plan Area's other water demands have been historically composed of those from fish farms and duck clubs, along with polo/turf irrigation and environmental water (i.e., Coachella Canal lining mitigation, which occurred from 2013 to 2015). These demands are relatively small, comprising 3 percent (19,500 AFY) of Plan Area water use over the 5-year period from 2015 to 2019. Figure 5-14 shows other water use over the 2010 to 2019 timeframe. These demands were met with groundwater and Coachella Canal water supplies.

Water demand projections in the *2010 CVWMP Update* assumed that fish farm and duck club water use would decrease as some of large fish farm owners ceased operation, and replacement use at these farms was expected to have significantly lower water demand. However, some of these fish farms came back into operation with the economic upturn.

**Figure 5-14. Other Water Use, 2010–2019 (AFY)**



A 5-year average (i.e., 2015 to 2019) of 18,900 AFY, which excludes temporary environmental water used to mitigate for the Coachella Canal lining, was used as the baseline for projecting other demands for existing users through 2045. For this *Alternative Plan Update*, water demand projections for existing other uses were assumed to be flat. These estimates include no future passive conservation savings for these existing other uses. Future demand also assumes several new recreational lakes and surf parks, along with water use by the Salton Sea Restoration North Shore pilot project.

Four projects in the CVWD Area with approved Water Supply Assessments include large water features categorized as lakes, beaches, or surf parks. These four water features have a total projected demand of 500 AFY. The Salton Sea Restoration North Shore pilot project assumes 2,200 AFY of Coachella Canal water would be diverted to support wetland habitats. These demands are assumed to come online between 2020 and 2025.



### 5.7.1 Final Other Demand Projections

Total other demand is estimated for the Plan Area at 18,893 AFY in 2020 and 21,593 AFY by 2045, which is an increase of 2,700 AF (14 percent). Table 5-34 lists the other demand projection through 2045. This *Alternative Plan Update* assumes that all additional Other demands (2,700 AFY) are served by Canal water.

**Table 5-34. Other Demand Projection (AFY)**

--	2020	2025	2030	2035	2040	2045
<b>Plan Area Total</b>	<b>18,893</b>	<b>21,593</b>	<b>21,593</b>	<b>21,593</b>	<b>21,593</b>	<b>21,593</b>

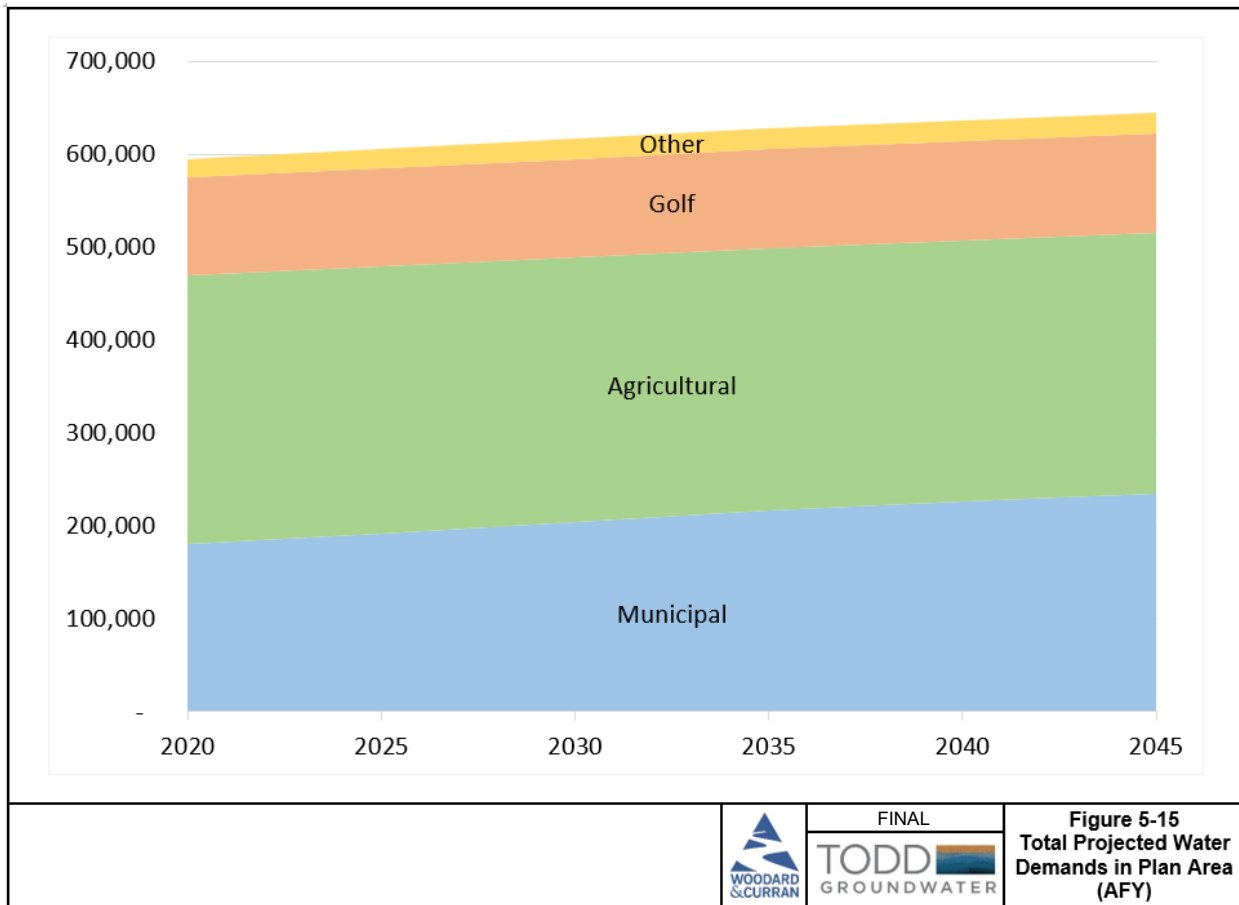
### 5.8 Total Water Demands

Table 5-35 and Figure 5-15 present the updated water demand projections for the Plan Area. Total water demand projected for 2045 using the assumptions described above is approximately 644,610 AFY. Projected water demand for 2045 is about 240,800 AFY lower than the 885,400 AFY originally projected for 2045 in the *2010 CVWMP Update*. This reduction is a direct result of significantly reduced sociodemographic growth projections, along with conservation savings that have been achieved by Indio Subbasin water users over the last decade and are assumed for the future through passive conservation.

**Table 5-35. Total Projected Water Demands in Plan Area (AFY)**

Water Demand Type	2020	2025	2030	2035	2040	2045
Municipal	180,318	192,098	204,163	216,074	225,997	235,148
Agricultural	290,312	287,092	284,693	283,045	281,644	280,243
Golf	105,300	106,075	106,850	107,625	107,625	107,625
Other	18,893	21,593	21,593	21,593	21,593	21,593
<b>Plan Area Total</b>	<b>594,823</b>	<b>606,858</b>	<b>617,299</b>	<b>628,337</b>	<b>636,859</b>	<b>644,610</b>

**Figure 5-15. Total Projected Water Demands in Plan Area (AFY)**



FINAL  
**Figure 5-15**  
**Total Projected Water**  
**Demands in Plan Area**  
**(AFY)**

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## CHAPTER 6: WATER SUPPLY

### 6.1 Overview of Water Supply

The Plan Area relies on a combination of local groundwater, Colorado River water, State Water Project (SWP) exchange water, local surface water, and recycled water to meet water demands. This chapter describes the existing water supplies available to the Plan Area and discusses the key assumptions associated with each water supply source. For the purposes of discussion in this chapter, separate accounting is provided in the following subsections for local groundwater (Section 6.2), local surface water (Section 6.3), Colorado River water (Section 6.4), SWP exchange water (Section 6.5), and recycled water (Section 6.6). Plan scenarios, which assume variable supply assumptions to meet future demands, are described in Chapter 7, *Numerical Model and Plan Scenarios*.

### 6.2 Local Groundwater

Groundwater from the Indio Subbasin represents a source of supply for domestic, agricultural, and municipal water demands. In this arid region, natural recharge to groundwater is limited and groundwater supply historically has been insufficient to satisfy local water demands without leading to overdraft. However, groundwater remains a key part of the supply portfolio for the Plan Area. Moreover, the Indio Subbasin serves an important role in providing storage capacity that is replenished when surface water is available and then utilized when needed, such as during drought or shortage. The Indio Subbasin also serves to convey water through groundwater flow from areas of recharge to areas of discharge, including production wells. For example, the Indio Subbasin receives substantial replenishment with imported water at three Groundwater Replenishment Facilities (GRFs) and distributes this water through the aquifer to production wells.



*Mountain-front runoff and Whitewater River flows replenish the Indio Subbasin.*

The overall purpose of the Sustainable Groundwater Management Act (SGMA) is to establish a plan for basin management that achieves long-term groundwater sustainability. A sustainable groundwater basin is one in which the groundwater use is balanced with the replenishment from natural sources, return flows, and artificial recharge. The Indio Subbasin is described in detail in Chapter 3, *Hydrogeologic Conceptual Model* and Chapter 4, *Current and Historical Groundwater Conditions*.

#### 6.2.1 Uses of Groundwater

Local groundwater was the principal source of not only municipal and rural domestic supply, but also of agricultural water supply, until construction of the Coachella Canal in 1949. Groundwater continues to supply municipal, agriculture, golf courses, and other demands such as fish farms and duck clubs (see Chapter 5, *Demand Projections*). Managed aquifer recharge with imported water at the GRFs ensures an

adequate supply for users extracting groundwater through numerous production wells. Chapter 2, *Plan Area*, briefly describes the uses of groundwater, and Figure 2-13 illustrates the distribution of groundwater production wells across the Indio Subbasin.

### 6.2.2 Groundwater Supply

Groundwater has been a principal source of water supply in the Coachella Valley since the early part of the 20th century. Management of groundwater resources requires knowledge of the groundwater balance which is an estimate of the inflows (gains) and outflows (losses) from the groundwater system. Historically, the demand for groundwater annually exceeded the limited natural inflows of the arid Indio Subbasin. Sources of natural inflow to the Indio Subbasin average approximately 60,000 acre-feet per year (AFY) from watershed runoff and subsurface inflows from adjacent Subbasins. Limited natural recharge has been supplemented with imported water supplies beginning with the delivery of Colorado River water through the Coachella Canal in 1949. Imported water is now a major component of the inflows to the groundwater balance of the Indio Subbasin through return flows of applied Colorado River water and managed aquifer recharge. This section discusses the sources of inflows and outflows of the Indio Subbasin and compares the average groundwater balance for the 10-year periods of 2000 to 2009 and 2010 to 2019.

#### 6.2.2.1 Groundwater Inflows

The groundwater inflows to the Indio Subbasin consist of a combination of sources, as listed below.

- **Watershed runoff** including subsurface inflow from mountain front areas and surface runoff from the Whitewater River, Snow and Falls Creek channels, minor tributaries along the San Jacinto, Santa Rosa, and Little San Bernardino mountain front, and several smaller streams that flow during wet years (excluding outflow to Salton Sea and surface water diversions);
- **Subsurface inflows** from the San Gorgonio Pass and Mission Creek Subbasins (note that the Desert Hot Springs Subbasin is a no-flow boundary);
- **Return flow of applied water, treated wastewater, and septic** including deep percolation of water applied to agricultural fields, golf courses, and urban landscapes; septic tanks/leachfield systems, which are distributed across rural portions of the Indio Subbasin and some urban areas; and treated wastewater from municipal wastewater treatment plants; and
- **Imported water recharge** using Colorado River and SWP Exchange supplies, as described in Sections 6.4 and 6.5 below.

Of the above, irrigation return flows and imported water recharge are now the major source of inflows to the Indio Subbasin. Table 6-1 below provides an overview of estimated groundwater inflows comparing the 10-year periods of 2000 to 2009 and 2010 to 2019. Chapter 7, *Numerical Model and Plan Scenarios*, provides estimates of future groundwater inflows for various management scenarios.

#### 6.2.2.2 Groundwater Outflows

Groundwater outflows are part of the Subbasin's water balance, as listed below.

- **Net drain flow and subsurface outflows** including subsurface flow from the agricultural tile drain system to the Coachella Valley Stormwater Channel (CVSC) or directly to the Salton Sea and subsurface outflows to the Salton Sea at the Subbasin boundary; and

- **Groundwater production** for municipal, agricultural, golf and other users who are not served by direct delivery of other sources (non-potable, Canal, or surface water).

Of the above, drain flows are a significant source of outflow from the Indio Subbasin, as tabulated in Table 6-1. The *2010 CVWMP Update* discussed the historical correlation between higher groundwater levels in the East Valley and increased drain flows. The upward gradient resulting from increased groundwater levels serves to flush the more saline water in the shallow and semi-perched aquifers into the drain system. Conversely, groundwater level declines in the deep aquifer could result in a downward gradient that could allow more irrigation return flow to recharge the groundwater basin rather than flow to the drains. Chapter 9, *Sustainable Management*, describes this relationship between groundwater levels, drain flows, and groundwater quality. Chapter 11, *Projects and Management Actions*, includes a proposed study of the correlation between groundwater levels, vertical gradients, drain flow volume, and salinity export.

Table 6-1 provides an overview of estimated average groundwater inflows and outflows over the 10-year periods from 2000-2009 and 2010-2019. The groundwater balance for the 2010-2019 period shows average gains of 49,100 AFY compared to the 2000-2009 period when the basin was losing 110,000 AFY on average. As described in Chapter 4, *Current and Historical Groundwater Conditions*, implementation of the *2010 CVWMP Update* has reversed decades of declining groundwater levels. The groundwater balance over the last decade has been positive, contributing to increasing storage in the Subbasin. Chapter 7, *Numerical Model and Plan Scenarios*, provides estimates of future groundwater inflows and outflows across the various management scenarios.

**Table 6-1. Indio Subbasin Groundwater Balance (2000-2009 and 2010-2019)**

--	2000-2009 Average (AFY) <sup>a</sup>	2010-2019 Average (AFY) <sup>b</sup>
<b>Groundwater Inflow</b>		
Natural Infiltration <sup>c</sup>	29,000	28,800
Subsurface inflows <sup>d</sup>	11,000	11,800
Return flow of applied water, treated wastewater, and septic <sup>e</sup>	240,000	162,000
Imported water recharge <sup>f</sup>	51,000	178,400
<b>Total Groundwater Inflow</b>	<b>331,000</b>	<b>381,500</b>
<b>Groundwater Outflow</b>		
Net drain flow and subsurface outflows <sup>g</sup>	52,000	46,800
Groundwater production	389,000	285,600
<b>Total Groundwater Outflow</b>	<b>441,000</b>	<b>332,400</b>
Change in Storage (10-Year Average)	<b>-110,000</b>	<b>+49,100</b>

<sup>a</sup> 2000-2009 averages from *2010 CVWMP Update*.

<sup>b</sup> 2010-2019 averages are based on historical conditions as measured or simulated in the numerical model.

<sup>c</sup> Natural infiltration of watershed runoff excludes surface diversions and net stormwater outflow through the CVSC to the Salton Sea.

<sup>d</sup> Subsurface inflows are simulated using the numerical model described in Chapter 7, *Numerical Model and Plan Scenarios*.

<sup>e</sup> Return flows from applied water, septic system, and treated wastewater percolation minus evapotranspiration.

<sup>f</sup> Imported water recharge minus evaporation.

<sup>g</sup> Net drain flow includes subsurface outflow from the agricultural complex and excludes discharges from wastewater treatment plants and regulatory water.

### 6.2.3 Groundwater Storage

The geologic framework of the Indio Subbasin is described in Chapter 3, *Hydrogeologic Conceptual Model*. This framework defines the Subbasin's storage capacity, namely its lateral basin boundaries (bedrock boundaries and faults), depth of the basin bottom (insofar as data are available), and water-storing characteristics of the aquifer materials in the Subbasin. In 1964, DWR estimated that the Subbasins in the Coachella Valley Groundwater Basin contained approximately 39,200,000 acre-feet (AF) of water in the first 1,000 feet below the ground surface, of which 29,800,000 AF is in the Indio Subbasin. The capacities of the individual Subareas of the Indio Subbasin are shown in Table 6-2.

**Table 6-2. Indio Subbasin Groundwater Storage Capacity**

Subarea	Groundwater Storage (AF) <sup>a</sup>
Garnet Hill Subarea	1,000,000
Oasis Subarea	3,000,000
Palm Springs Subarea	4,600,000
Thermal Subarea	19,400,000
Thousand Palms Subarea	1,800,000
<b>Indio Subbasin Total</b>	<b>29,800,000</b>

<sup>a</sup> Storage volume in first 1,000 feet below the ground surface (DWR, 1964).

While use of this groundwater in storage has practical limitations (for example, by the depth of production wells), the significant water storage capacity in the Indio Subbasin provides flexibility for the management of groundwater resources. In brief, storage capacity in the Indio Subbasin allows for local storage of water supplies when available and use of stored water supplies when needed. Sustainable management requires that inflows and outflows to the Subbasin are balanced over the long term such that net storage remains stable.

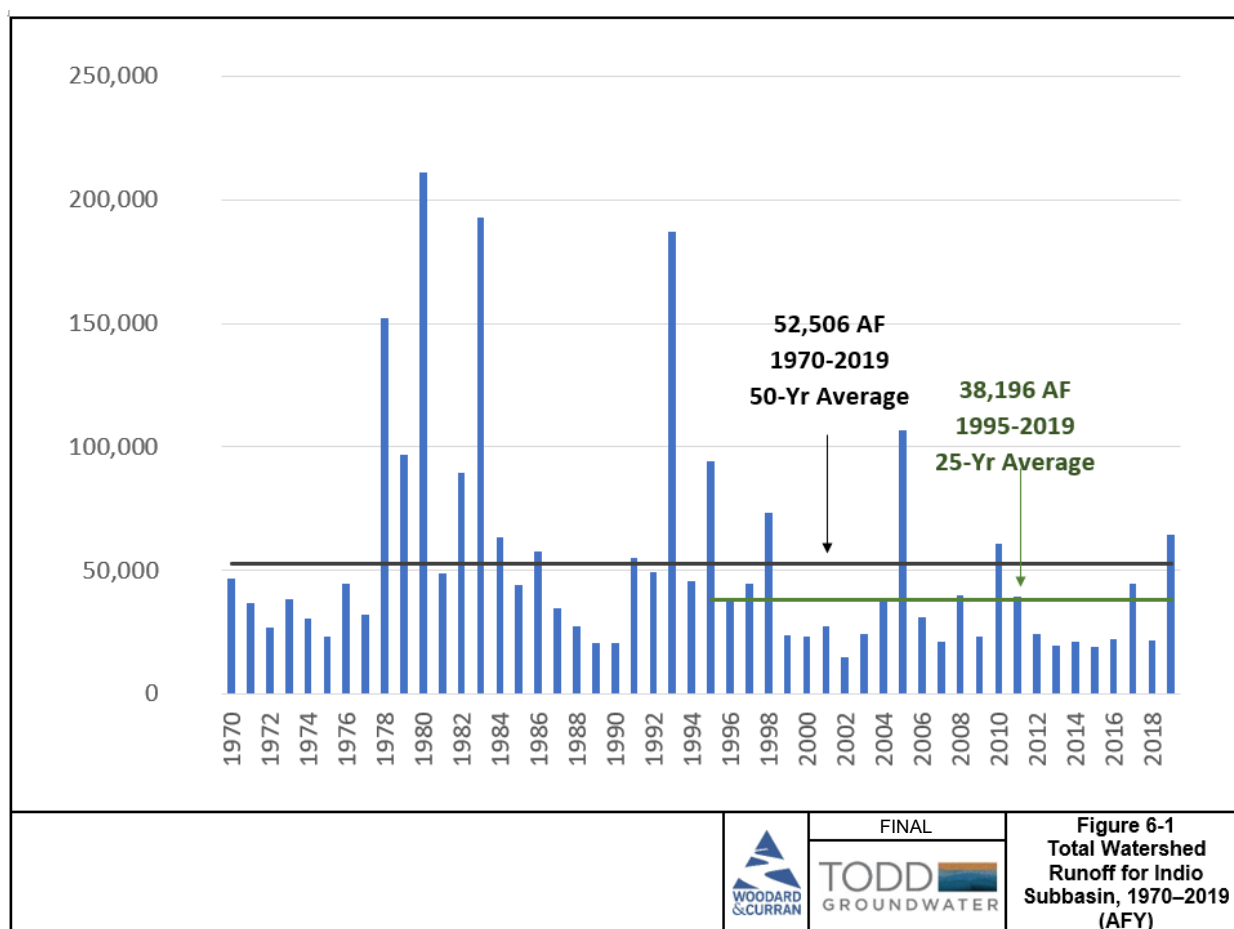
The Indio Subbasin was at its minimum storage in 2009, with a calculated storage loss of 1,890,000 AF from 1970 to 2009 (see Chapter 4, *Current and Historical Groundwater Conditions*, and Figure 4-9). This represents use of stored groundwater until the management actions identified in the *2002 CVWMP* and *2010 CVWMP Update* resulted in cessation of overdraft, a positive Subbasin groundwater budget, and groundwater storage increases. Since 2009, groundwater pumping has decreased and replenishment activities have increased, leading to the observed recovery of groundwater in storage. The GSAs' management activities have resulted in replacement of approximately 840,000 AF of groundwater in storage, or about 45 percent of the cumulative depletion observed from 1970 to 2009.

This *Alternative Plan Update* builds on recent management activities for a long-term sustainable groundwater supply. The remainder of this Chapter 6, *Water Supply*, documents the local and imported water supplies that provide water for direct use and for replenishment to help sustain the Indio Subbasin groundwater supply. Chapter 7, *Numerical Model and Plan Scenarios*, describes the Subbasin's water budget.

### 6.3 Surface Water

Natural surface water flow in the Coachella Valley occurs as a result of precipitation, precipitation runoff, and stream flow originating from the San Bernardino and San Jacinto Mountains, with lesser amounts from the Santa Rosa Mountains. This watershed runoff is diverted for use, percolates into streambeds, or is captured in mountain-front percolation basins where it recharges the groundwater basin. As shown in Figure 6-1, the 50-year hydrologic period from 1970 to 2019 had an annual average watershed runoff of 52,506 AFY (calculated from U.S. Geological Survey (USGS) stream gages, precipitation, and ungaged tributary estimates), with approximately 43,300 AFY in natural infiltration when accounting for surface water diversions, ET loss, and outflows to Salton Sea. Runoff during the 25-year period from 1995 to 2019 was below average, with 38,196 AFY in watershed runoff and 29,200 AFY in natural infiltration. This 25-year hydrologic period contained multiple drought cycles with below average rainfall.

**Figure 6-1. Total Watershed Runoff for Indio Subbasin, 1970–2019 (AFY)**



DWA and CVWD both hold State of California surface water rights. CVWD’s rights<sup>1</sup> total up to 328,591 AFY for Whitewater River and multiple tributaries, which exceeds the long-term average watershed runoff of 52,506 AFY. These rights allow CVWD to capture available watershed runoff for replenishment of the groundwater basin.

<sup>1</sup> Whitewater River: A001122 (400 cfs up to 289,591 AFY); Creeks: A002922 (up to 39,000 AFY)



DWA's rights<sup>2</sup> total up to approximately 13,309 AFY for Chino, Snow, Falls Creek, and Whitewater River flow. DWA acquired the water rights of the Whitewater River Mutual Water Company for 10 cubic feet per second (cfs) from Whitewater River in 2008. Local surface water is diverted by DWA for use in its domestic water supply system. Because surface water supplies are affected by variations in annual precipitation, however, the annual supply is highly variable. Since 1960, the historical surface water diversions have ranged from approximately 1,400 to 8,500 AFY. For the period of 2010 to 2019, DWA's average annual surface water diversions from all sources totaled 1,960 AFY. The remaining undiverted surface water has historically been recharged into the Indio Subbasin through natural streambeds.



*DWA diverts surface water from Snow Creek.*

DWA's existing surface water diversions include the following:

- **Chino West**—This diversion serves the domestic water needs of the Palm Springs Aerial Tramway from a small reservoir, which overflows back into the stream. The diversion only provides water supply needs to the Tramway.
- **Chino North**—This diversion operates by discharging and then recharging the water further downstream nearer to the Whitewater River. This diversion was destroyed in a February 2019 storm, so diversions have not occurred since then.
- **Snow Creek/Falls Creek**—This diversion involves two separate diversion dams, but the flow is combined before it is diverted for delivery. The diversion is delivered to urban users in the Palm Springs area. A February 2019 storm damaged the Falls Creek diversion, so this dam had zero diversions in 2019 and 2020. Additionally, water is diverted to WWR-GRF for use in DWA's domestic water supply system.
- **Whitewater Canyon**—This diversion is an old water distribution system, purchased from the no longer operating Whitewater River Mutual Water Company, which diverts subsurface stream water using wells that are less than 50 feet deep. This diversion is delivered within Palm Springs to a ranch owned and operated by Agua Caliente Band of Cahuilla Indians for agricultural purposes, to Caltrans for landscape irrigation of freeway right of ways, to a rock supply company for dust suppression, and periodically to other entities for non-potable water use. Additionally, water is diverted to WWR-GRF for use in DWA's domestic water supply system.

### 6.3.1 Use of Surface Water Supply

Please use: DWA plans to divert as much surface water within its water rights as may be available and deliver that diverted surface water for direct use, and for replenishment into the Indio Subbasin and subsequent extraction for use in DWA's domestic water supply system. This *Alternative Plan Update*

<sup>2</sup> Snow Creek: A004752 (1.5 cfs); Snow Creek: A013067 (4 cfs); Falls Creek: A008957 (1.5 cfs with 640 AFY cap); Chino West: G331035 (2 cfs); Whitewater Canyon (10 cfs): G330840, G330841, G330842, G330843, G330846, and G331466

assumes DWA will increase annual surface water diversions to 6,000 AFY in 2023. Although only a small portion of the current watershed runoff is diverted for municipal and agricultural use, the Indio Subbasin still benefits from the natural infiltration of watershed runoff that is not diverted. This *Alternative Plan Update* assumes approximately 96 percent of undiverted flows recharge the groundwater aquifer, while four percent outflows to the Salton Sea, based on calculation of outflow at the Indio gage on the Whitewater River (USGS 10259300).

This *Alternative Plan Update* considers two local hydrology scenarios:

- 1) **Historical hydrology conditions** – Natural infiltration based on the 50-year historical average (1970 to 2019) of 52,500 AFY for watershed runoff, minus outflows to the Salton Sea and surface water diversions. With projected surface water diversions at 6,000 AFY after 2023, natural infiltration is estimated to average 43,300 AFY through the planning horizon. These assumptions are used only in the baseline scenario in Chapter 7, *Numerical Model and Plan Scenarios*.
- 2) **Climate change conditions** – Natural infiltration based on the drier 25-year hydrologic period (1995 to 2019) that includes reoccurring droughts and aligns with climate change forecasts that predict increasingly drier conditions. Watershed runoff for the 25-year hydrologic period averaged 38,200 AFY. With projected surface water diversions at 6,000 AFY after 2023, natural infiltration is estimated to average 29,200 AFY through the planning horizon. These assumptions are used in all future project scenarios in Chapter 7, *Numerical Model and Plan Scenarios*.

#### 6.4 Colorado River Water

Colorado River water has been a significant water supply source for the Indio Subbasin since the Coachella Canal was completed in 1949. CVWD is the only agency in the Indio Subbasin that receives Colorado River water allocations.

The Colorado River is managed and operated in accordance with the *Law of the River*, a collection of interstate compacts, federal and state legislation, various agreements and contracts, an international treaty, a U.S. Supreme Court decree, and federal administrative actions that govern the rights to use Colorado River water within the seven Colorado River Basin states. The *1922 Colorado River Compact* apportioned the waters of the Colorado River Basin between the Upper Colorado River Basin (i.e., Colorado, Wyoming, Utah, and New Mexico) and the Lower Basin (i.e., Nevada, Arizona, and California) (USBR, 1922). The *1922 Colorado River Compact* allocates 15 million AFY of Colorado River water as follows: 7.5 million AFY to the Upper Basin and 7.5 million AFY to the Lower Basin, plus up to 1 million AFY of surplus supplies. The Lower Basin's water was further apportioned among the three Lower Basin states by the *1928 Boulder Canyon Project Act* (USBR, 1928) and the *1931 Boulder Canyon Project Agreement* (USBR, 1931), typically called the *1931 Seven Party Agreement*, which allocates California's apportionment of Colorado River water among Palo Verde Irrigation District (PVID), Imperial Irrigation District (IID), Coachella Valley Water District (CVWD), Metropolitan Water District of Southern California (MWD), City of Los Angeles, City of San Diego, and County of San Diego. The 1964 U.S. Supreme Court decree in *Arizona v. California* established Arizona's basic annual apportionment at 2.8 million AFY, California's at 4.4 million AFY, and Nevada's at 0.3 million AFY. Mexico is entitled to 1.5 million AFY of the Colorado River under the *1944 United States-Mexico Treaty for Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande* (U.S. Government Printing Office, 1946). However, this treaty did not specify a required quality for water entering Mexico. In 1973, the United States and Mexico signed *Minute No. 242* of the International Boundary and Water Commission (IBWC) requiring certain water quality standards for water entering Mexico (IBWC, 1973).

California's Colorado River supply is protected by the *1968 Colorado River Basin Project Act* (USBR, 1968), which provides that in years of insufficient supply on the main stem of the Colorado River, supplies to the Central Arizona Project shall be reduced to zero before California will be reduced below 4.4 million AF in any year. This assures full supplies to the Coachella Valley, except in periods of extreme drought.

The Coachella Canal is a branch of the All-American Canal that brings Colorado River water into the Imperial and Coachella Valleys. Under the *1931 Seven Party Agreement* (USBR, 1931), CVWD receives 330,000 AFY of Priority 3A Colorado River water diverted from the All-American Canal at the Imperial Dam. The Coachella Canal originates at Drop 1 on the All-American Canal and extends approximately 123 miles, terminating in CVWD's Lake Cahuilla. The service area for Colorado River water delivery under CVWD's contract with the U.S. Department of the Interior Bureau of Reclamation (USBR) is defined as Improvement District No. 1 (ID-1), which encompasses 136,400 acres covering most of the East Valley and a portion of the West Valley north of Interstate 10. Under the *1931 Seven Party Agreement*, CVWD has water rights to Colorado River water as part of the first 3.85 million AFY allocated to California. CVWD is in the third priority position along with IID.



*The Coachella Canal extends approximately 123 miles to terminate in Lake Cahuilla.*

#### **6.4.1 2003 Quantification Settlement Agreement (QSA)**

In 2003, CVWD, IID, and MWD successfully negotiated the *2003 Quantification Settlement Agreement (2003 QSA)* (CVWD, 2003), which quantifies Colorado River allocations through 2077 and supports the transfer of water between agencies. Under the *2003 QSA*, CVWD has a base entitlement of 330,000 AFY. CVWD negotiated water transfer agreements with MWD and IID that increased CVWD supplies by an additional 123,000 AFY. CVWD's net QSA supply will increase to 424,000 AFY by 2026 and remain at that level until 2047, decreasing to 421,000 AFY until 2077, when the agreement terminates (Secretary of the Interior, 2003). CVWD's available Colorado River diversions through 2045, this *Alternative Plan Update* horizon, are shown on Table 6-3.

As of 2020, CVWD's available Colorado River water diversions at Imperial Dam under the QSA were 394,000 AFY. This includes the base entitlement of 330,000 AFY, the MWD/IID Transfer of 20,000 AFY, IID/CVWD First Transfer of 50,000 AFY, and IID/CVWD Second Transfer of 23,000 AFY. CVWD's QSA diversions also deducts the -26,000 AFY transferred to San Diego County Water Authority (SDCWA) as part of the Coachella Canal Lining Project and the -3,000 AFY transfer to Indian Present Perfected Rights.

Additionally, under the 2003 QSA, MWD transferred 35,000 AFY of its State Water Project (SWP) Table A Amount to CVWD. This SWP water is exchanged for Colorado River water and can be delivered at Imperial Dam for delivery via the Coachella Canal to the eastern portion of the Indio Subbasin or at Lake Havasu for delivery via the Colorado River Aqueduct to the western portion of the Indio Subbasin at the WWR-GRF. The 2019 Second Amendment (CVWD, 2019b) guaranteed delivery of the 35,000 AFY from 2019 to 2026, for a total of 280,000 AFY of water to the WWR-GRF during that timeframe. MWD can deliver the water through CVWD's Whitewater Service Connections (for recharge at WWR-GRF) or via the Advance Delivery account.

The MWD/IID Transfer originated in a 1989 agreement with MWD to receive 20,000 AF of its Colorado River supply. The *2019 Amended and Restated Agreement for Exchange and Advance Delivery of Water* (CVWD, 2019a) defined the exchange and delivery terms between MWD, CVWD, and DWA. The *2019 Second Amendment to Delivery and Exchange Agreement* (CVWD, 2019b) reduced CVWD's annual delivery of the MWD/IID Transfer to 15,000 AFY, for a total of 105,000 AF, if taken at the Whitewater Service Connections (for recharge at WWR-GRF) between 2020 and 2026. For those seven years, MWD keeps



*The Colorado River Aqueduct conveys water to the western portion of the Indio Subbasin at the WWR-GRF.*

the remaining 5,000 AFY, after which CVWD's allocation increases back up to 20,000 AFY. In this *Alternative Plan Update*, both the 15,000 AFY MWD/IID Transfer and the 35,000 AF QSA MWD SWP Transfer are assumed to be delivered to WWR-GRF through 2026. CVWD's total allocations under the QSA, including MWD's transfer of 35,000 AFY and the MWD/IID Transfer, will increase from 424,000 AFY in 2020 to 459,000 AFY by 2026 and remain at that level for the remainder of the 75-year term of the QSA.

#### **6.4.2 Colorado River Water Consumptive Use**

Each year, CVWD submits its water order to USBR for its total QSA entitlement. USBR provides an annual Colorado River Accounting and Water Use Report that provides diversions, return flows, and consumptive use of water diverted from the mainstream of the Colorado River below Lee's Ferry (USBR, 2020). For the eight years between 2013 and 2020, CVWD consumed less than its QSA allotment by an average of 25,574 AFY. CVWD can transfer up to 20,000 AF of the *1989 Approval Agreement* water to MWD, to help mitigate the lower consumption. Despite minor annual variability, CVWD anticipates full consumptive use of its QSA entitlement by 2030. Payback for the over consumption that occurred in years 2001 and 2002 has been completed; no additional payback is assumed during the planning horizon.

Assumptions regarding Colorado River (Canal water) supplies available for use are based on CVWD's delivery schedule from the QSA, minus estimated Canal conveyance losses (see discussion below). Table 6-3 and Figure 6-2 provides CVWD's contracted Colorado River water entitlement through 2045. Note that due to the IID/CVWD Second Transfer, CVWD's Colorado River supplies continue to increase by 5,000 AFY per year through 2027 before reaching a total volume of 424,000 AFY. Table 6-3 lists total Colorado River entitlements under existing agreements. However, this *Alternative Plan Update* does not assume full QSA ramp up volumes will be available due to ongoing drought and forecasted climate change on the Colorado River system. Section 6.4.4 describes the Colorado River volumes assumed in baseline and climate change.

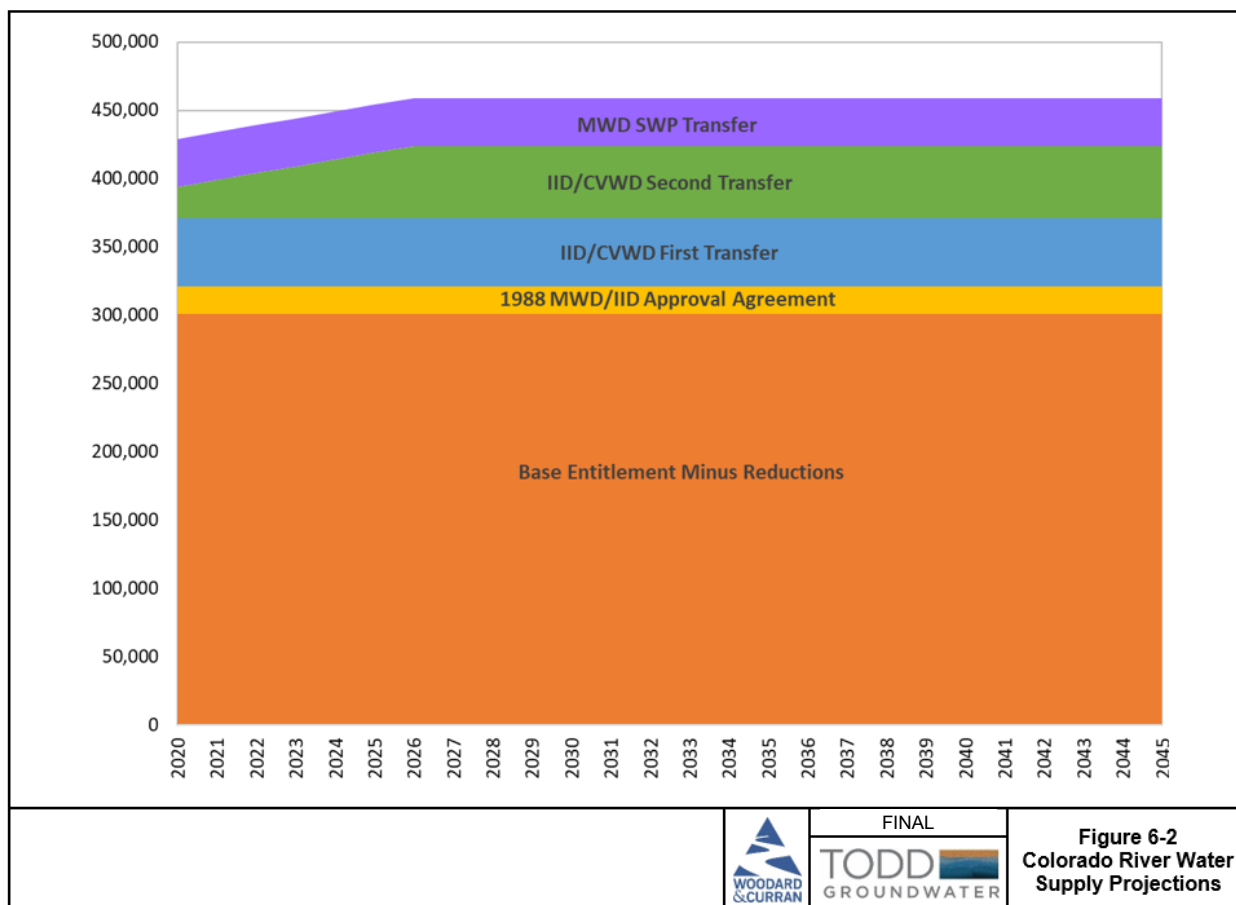
Table 6-3. Colorado River Water Entitlements (AFY)

Diversion	2020	2025	2030	2035	2040	2045
Base Entitlement	330,000	330,000	330,000	330,000	330,000	330,000
1988 MWD/IID Approval Agreement	20,000	20,000	20,000	20,000	20,000	20,000
IID/CVWD First Transfer	50,000	50,000	50,000	50,000	50,000	50,000
IID/CVWD Second Transfer	23,000	48,000	53,000	53,000	53,000	53,000
Coachella Canal Lining	-26,000	-26,000	-26,000	-26,000	-26,000	-26,000
Indian Present Perfected Rights Transfer	-3,000	-3,000	-3,000	-3,000	-3,000	-3,000
<b>QSA Diversions</b>	<b>394,000</b>	<b>419,000</b>	<b>424,000</b>	<b>424,000</b>	<b>424,000</b>	<b>424,000</b>
MWD SWP Transfer	35,000	35,000	35,000	35,000	35,000	35,000
<b>Total Diversions</b>	<b>429,000</b>	<b>454,000</b>	<b>459,000</b>	<b>459,000</b>	<b>459,000</b>	<b>464,000</b>
Assumed Conveyance Losses (5%)	-21,200	-22,700	-22,950	-22,950	-22,950	-22,950
MWD/IID Approval Agreement Transfer <sup>1</sup>	-5,000	-5,000	0	0	0	0
<b>Total Available Deliveries</b>	<b>402,800</b>	<b>426,300</b>	<b>436,050</b>	<b>436,050</b>	<b>436,050</b>	<b>436,050</b>

<sup>1</sup> Accounts for -5,000 AFY reduction in MWD/IID Approval Agreement deliveries from 2020–2026 per the 2019 Amendments with MWD.

Source: Colorado River Water Delivery Agreement (<https://www.usbr.gov/lc/region/g4000/crwda/crwda.pdf>, Exhibit B)

Figure 6-2. Colorado River Water Supply Projections



Note: This graphic reflects total Colorado River water diversions and does not reflect conveyance and transfer losses.

**6.4.2.1 Conveyance Losses**

Conveyance losses, which are defined as the loss of water to evaporation, seepage, or other similar cause resulting from any transportation or delivery of water, are also factored into the water available for delivery. Conveyance losses in the Coachella Canal are estimated to be approximately five percent annually based on the percentage annual average conveyance losses from 2014 to 2019. Regulatory water is defined as metered releases of excess water from the Canal water delivery system needed to meet scheduled deliveries in the gravity flow irrigation water delivery system. Regulatory water is released into the open drain system and flows to the Salton Sea. Although regulatory water is metered, it is considered a loss and not accounted for in the direct deliveries.

**6.4.3 Supply Reliability**

Colorado River supplies face a number of challenges to long-term reliability including the extended Colorado River Basin drought and shortage sharing agreements, endangered species and habitat protection, and climate change. Due to both California’s and CVWD’s high-priority position regarding Colorado River allocations, CVWD’s Colorado River supply is expected to be reliable.

### 6.4.3.1 QSA Litigation

The *2010 CVWMP Update* cautioned against the reliability of CVWD's Colorado River supplies because of ongoing QSA litigation at the time. However, the QSA has held up to scrutiny under several unsuccessful legal challenges in state and federal court. Immediately following passage of the QSA, in November 2003, IID filed a complaint in Imperial County Superior Court to confirm the validity of the QSA and 12 of the 34 QSA-related agreements. The case was coordinated for trial with other lawsuits challenging QSA environmental and regulatory approvals in the Sacramento County Superior Court. CVWD, IID, MWD, SDCWA, and the State defended these suits, which sought validation of the contracts. In February 2010, a California Superior Court judge ruled that the QSA and 11 related agreements were invalid because the QSA-JPA Agreement created an unconditional obligation for the State to pay for excess environmental mitigation costs, in violation of California's constitution. The court declined, for jurisdictional reasons, to validate the thirteenth agreement, the IID-CVWD Salton Sea Flooding Settlement Agreement.

The QSA parties appealed this decision. In March 2011, the California Court of Appeal, Third Appellate District issued a temporary stay of the trial court judgment. In December 2011, the California Court of Appeal reversed the lower court ruling and remanded the case back to trial court for decision on the environmental challenges to the QSA Program EIR. In July 2013, a Sacramento Superior Court entered a final judgment validating the QSA and rejecting all of the remaining legal challenges. In May 2015, the California Court of Appeal issued a ruling that dismissed all remaining appeals.

### 6.4.3.2 Colorado River Interim Guidelines

Since 2000, drought conditions in the Colorado River basin have led to significant fluctuations and decreases in water elevations at key Colorado River reservoirs. Each year, the Secretary of the Interior is required to declare the Colorado River water supply availability conditions for the Lower Basin States in terms of normal, surplus, or shortage. In 2007, USBR adopted *Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead (2007 Interim Guidelines)*. These *2007 Interim Guidelines* will remain in effect for determinations to be made through December 2025 regarding water supply and reservoir operating decisions through 2026 and provide guidance for development of the Annual Operating Plan (AOP) for Colorado River reservoirs (USBR, 2007).

The purposes of the *2007 Interim Guidelines* are to:

- Improve USBR's management of the Colorado River by considering trade-offs between the frequency and magnitude of reductions of water deliveries and considering the effects on water storage in Lake Powell and Lake Mead. USBR will also consider the effects on water supply, power production, recreation, and other environmental resources;
- Provide mainstream U.S. users of Colorado River water, particularly those in the Lower Basin states, a greater degree of predictability with respect to the amount of annual water deliveries in future years, particularly under drought and low reservoir conditions; and
- Provide additional mechanisms for the storage and delivery of water supplies in Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions (USBR 2007).

In October 2020, USBR released a *Review of the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead (7D Review; USBR 2020a)*. The *7D Review* acknowledged the operational stability provided by the *2007 Interim Guidelines* and the

cooperation of participating agencies in providing information to inform the post-2026 operations of Lake Powell and Lake Mead. Negotiations began in 2021 for the *2027 Interim Guidelines* that may affect available supplies of Colorado River water.

### 6.4.3.3 Lower Basin Drought Contingency Plan

In May 2019, CVWD entered into the *Lower Basin Drought Contingency Plan Agreement* (USBR, 2019) to provide an additional mechanism to prevent Lake Mead from reaching critically low elevations by establishing that certain Colorado River users in the Lower Basin make Drought Contingency Plan (DCP) contributions if Lake Mead reaches certain elevations. The *Implementation Agreement* (CVWD 2019c) explains that the *Lower Basin Drought Contingency Plan (Lower Basin DCP)* provides that USBR's annual 24-month study's projection of Lake Mead's January 1 elevation will determine the amount of California DCP contributions for the subsequent year, if any. CVWD's portion of California DCP contributions under the *Lower Basin DCP* is seven percent (which is approximately 14,000 to 24,500 AFY). CVWD will implement its portion of the *Lower Basin DCP* contributions by storing water in MWD's Lake Mead DCP Intentionally Created Surplus (ICS) account and/or by CVWD reducing its call for the 35,000 AFY MWD SWP Transfer (refer to description above). MWD will then reduce its USBR water order by an equivalent amount in that year to cover CVWD's contribution. The *Lower Basin DCP* is a short-term plan that will end when the 2027 Interim Guidelines are implemented.

### 6.4.4 Use of Colorado River Water

This *Alternative Plan Update* considers the QSA ramp up to ensure that all available supply is used. This requires balancing direct uses and replenishment deliveries against the available Colorado River supply (less conveyance and regulatory water losses). This *Alternative Plan Update* considers two Colorado River delivery scenarios:

- 1) **Historical hydrology conditions** – Full ramp up of the 2003 QSA entitlement, along with transfers where there are agreements in place. These assumptions are used only in the baseline scenario in Chapter 7, *Numerical Model and Plan Scenarios*.
- 2) **Climate change conditions** – Full ramp up of the 2003 QSA entitlement and transfers, minus CVWD's portion of California's *Lower Basin DCP* contribution increasing from 14,500 AFY to 24,500 AFY. These assumptions are used in all future project scenarios in Chapter 7, *Numerical Model and Plan Scenarios*.

To fully utilize the Colorado River water entitlement, the GSAs propose several source substitution (replacing existing groundwater pumping with Canal water deliveries) and replenishment projects that can be found in Chapter 11, *Projects and Management Actions*.

## 6.5 SWP Exchange Water

The SWP is managed by the California Department of Water Resources (DWR) and includes 705 miles of aqueduct and conveyance facilities extending from Lake Oroville in Northern California to Lake Perris in Southern California. The SWP has contracts to deliver 4.172 million AFY to the State Water Contractors. The State Water Contractors consist of 29 public entities with long-term contracts with DWR for all, or a portion of, their water supply needs. In 1962 and 1963, DWA and CVWD, respectively, entered contracts with the State of California for a total of 61,200 AFY of SWP water.



SWP water has been an important component of the region’s water supply mix since CVWD and DWA began receiving and recharging SWP exchange water at the WWR-GRF. Starting in 1973, CVWD and DWA began exchanging their SWP water with MWD for Colorado River water delivered via MWD’s Colorado River Aqueduct. Because CVWD and DWA do not have a physical connection to SWP conveyance facilities, MWD takes delivery of CVWD’s and DWA’s SWP water, and in exchange, delivers an equal amount of Colorado River water to the Whitewater Service Connections (for recharge at WWR-GRF and MC-GRF). The exchange agreement was most recently re-established in the *2019 Amended and Restated Agreement for Exchange and Advance Delivery of Water* (CVWD, 2019a).

### 6.5.1 SWP Table A Amounts

Each SWP contract contains a “Table A” exhibit that defines the maximum annual amount of water each contractor can receive excluding certain interruptible deliveries. DWR uses Table A amounts to allocate available SWP supplies and some SWP project costs among the contractors. Each year, DWR determines the amount of water available for delivery to SWP contractors based on hydrology, reservoir storage, the requirements of water rights licenses and permits, water quality, and environmental requirements for protected species in the Sacramento-San Joaquin River Delta (Delta). The available supply is then allocated according to each SWP contractor’s Table A amount.



SWP exchange water is recharged at the WWR-GRF.

CVWD’s and DWA’s collective increments of Table A water are listed in Table 6-4. Original Table A SWP water allocations for CVWD and DWA were 23,100 AFY and 38,100 AFY, respectively, for a combined amount of 61,200 AFY. CVWD and DWA obtained a combined 100,000 AFY transfer from MWD under the 2003 Exchange Agreement. In 2004, CVWD purchased an additional 9,900 AFY of SWP Table A water from the Tulare Lake Basin Water Storage District (Tulare Lake Basin) in Kings County (DWR, 2004). In 2007, CVWD and DWA made a second purchase of Table A SWP water from Tulare Lake Basin totaling 7,000 AFY (DWR, 2007a and 2007b). In 2007, CVWD and DWA also completed the transfer of 16,000 AFY of Table A Amounts from the Berrenda Mesa Water District in Kern County (DWR, 2007c and 2007d). These latter two transfers became effective in January 2010. With these additional transfers, the total SWP Table A Amount for CVWD and DWA is 194,100 AFY.

Previously, the 100,000 AFY MWD Transfer obtained under the *2003 Exchange Agreement* included a “Call Back” component that allowed MWD to call-back the 100,000 AFY and assume the entire cost of delivery if it needed the water. In 2019, the *Amended and Restated Agreement for Exchange and Advance Delivery of Water* (CVWD, 2019a) ended MWD’s right to call back that 100,000 AFY of Table A water.

Table 6-4. SWP Table A Amounts (AFY)

Agency	Original SWP Table A	MWD Transfer	Tulare Lake Basin Transfer 1	Tulare Lake Basin Transfer 2	Berrenda Transfer	Total
CVWD	23,100	88,100	9,900	5,250	12,000	138,350
DWA	38,100	11,900	-	1,750	4,000	55,750
<b>Total</b>	<b>61,200</b>	<b>100,000</b>	<b>9,900</b>	<b>7,000</b>	<b>16,000</b>	<b>194,100</b>

In some years, DWA and CVWD carry over SWP water to the following year by storing it in San Luis Reservoir. This carryover water is SWP water that is allocated to a State Water Contractor and approved for delivery in a given year but was not able to be delivered to the Contractor by the end of that year. This water is exported from the Delta, but instead of being delivered to the Contractor, it is stored in the SWP's share of San Luis Reservoir south of the Delta, when space is available, for the Contractor to use in the following year. This variability is reflected in the historical delivery values but does not affect supply projections.

### 6.5.2 Other SWP Water Types

There are other types of SWP water that can be purchased, such as individual water purchase opportunities and transfers/exchanges. These may be conveyed to CVWD and DWA as available, but no commitments exist.

#### 6.5.2.1 Yuba Accord

In 2008, CVWD and DWA entered into separate agreements with DWR for the purchase and conveyance of supplemental SWP water under the Yuba River Accord Dry Year Water Purchase Program (Yuba Accord). This program provides dry year supplies through a water purchase agreement between DWR and Yuba County Water Agency, which settled long-standing operational and environmental issues over instream flow requirements for the lower Yuba River. The amount of water available for purchase varies annually and is allocated among participating SWP contractors based on their Table A amounts. CVWD and DWA may purchase up to 1.72 percent and 0.69 percent, respectively, of available Yuba Accord water, in years it is made available.

Yuba Accord deliveries have varied from zero in multiple years to a total of 2,664 AFY to CVWD and DWA in 2013. Over the 10-year period from 2010-2019, the average annual amount of Yuba Accord water purchased by the GSAs was 651 AFY. This *Alternative Plan Update* assumes the same 10-year average of Yuba Accord deliveries annually through 2045.

#### 6.5.2.2 Article 21

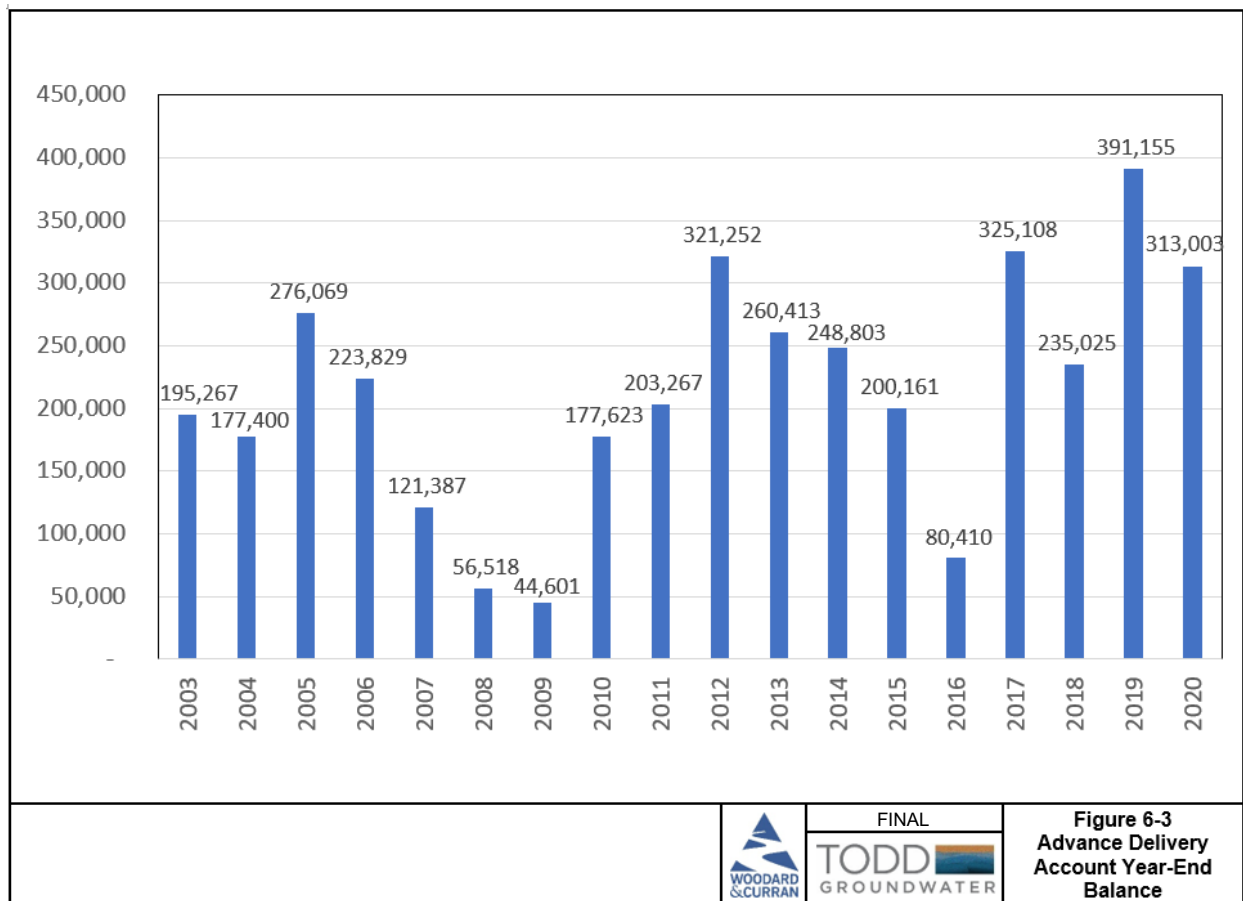
Article 21 water (described in Article 21 of the SWP water contracts), "Interruptible Water", is water that State Water Contractors may receive on a short-term basis in addition to their Table A water if they request it in years when it is available. Article 21 water is used by many Contractors to help meet demands in low allocation years. Article 21 water is not available every year, amounts vary when it is available, and is proportionately allocated among participating Contractors. The availability and delivery of Article 21 water cannot interfere with normal SWP operations and cannot be carried over for delivery in a subsequent year.

The State Water Contractors believe that as reliability increases over time with operation of the Delta Conveyance Facility (see description below), that Article 21 water will become more available to Contractors for purchase. This *Alternative Plan Update* assumes that once the Delta Conveyance Facility is constructed, approximately 10,600 AFY in Article 21 will be made available to DWA and CVWD annually.

**6.5.3 Advance Deliveries**

The 1984 *Advance Delivery Agreement* (amended in 2019 by the *Amended and Restated Agreement for Exchange and Advance Delivery of Water* [CVWD 2019a]) allows MWD to deliver up to 800,000 AFY of Colorado River water to be credited against its future SWP exchange water obligations. Advance deliveries of exchange water are highly variable and concentrated in wet years, with the Indio Subbasin providing the majority of storage. Figure 6-3 shows the year-end Advance Delivery Account balance for 2003 to 2020, with increases representing MWD’s advance deliveries (water in excess of SWP exchange obligations) and decreases representing deductions taken from the account when MWD delivers previously stored water in lieu of SWP exchange water. As of January 2020, there was 353,946 AF stored in MWD’s Advance Delivery account in the Indio Subbasin.

**Figure 6-3. Advance Delivery Account Year-End Balance**



**Figure 6-3  
Advance Delivery  
Account Year-End  
Balance**

#### 6.5.4 Supply Reliability

SWP supplies vary annually due to weather and runoff variations in Northern California and regulatory limitations on exports from the Delta.

##### 6.5.4.1 Delta Exports

The SWP's and Central Valley Project's (CVP; managed by USBR) exports from the Delta have decreased since 2005 due to several key environmental decisions. While the SWP primarily serves the State's population and economic growth, the CVP serves the State's agricultural industry. In 2005, the U.S. Fish and Wildlife Service (USFWS) released a Biological Opinion that Delta export (combined SWP and CVP) pumping operations would not jeopardize the continued existence of the Delta smelt, a small, endangered fish endemic to the Delta. Environmental groups challenged the action and in May 2007, federal Judge Oliver Wanger ruled that the Biological Opinion was faulty in its assumptions and needed to be performed again. In 2008, the USFWS and National Marine Fisheries Service (NMFS) released a new Biological Opinion that addressed Delta fisheries, restricting operations of the SWP and CVP diversion pumps. In 2009, Wanger struck down the USBR acceptance of the new Biological Opinion, saying USBR failed to comply with the National Environmental Policy Act (NEPA) related to cutbacks in water exports for Central Valley farmers.

In 2009, the *Sacramento-San Joaquin Delta Reform Act of 2009* (Delta Reform Act) established the Delta Stewardship Council to create a comprehensive, long-term, legally enforceable plan to guide management of the Delta's water and environmental resources. *The Delta Plan* (Delta Stewardship Council, 2013) includes policies and recommendations to achieve the "coequal goals," which means the two goals of providing more reliable water supply for California *and* protecting, restoring, and enhancing the Delta ecosystem. In 2016, USBR and DWR developed the California WaterFix, a twin-tunnels alternative for conveying flows across the natural channels of the Delta, focused on conveyance and ecosystem improvements to significantly reduce reverse flows and fish species impacts associated with the existing south Delta intakes. In 2019, USFWS and NMFS issued revised *Biological Opinions* (USFWS, 2019) to address California WaterFix. Concurrently, USBR issued the *2018 Addendum* (USBR, 2018) to the *1986 Coordinated Operations Agreement* (USBR, 1986) with accompanying SWP and CVP operations changes which reduced SWP exports and increased CVP exports, along with more conservative operation of Lake Oroville. Most recently, in 2019, Governor Newsom directed state agencies to proceed with modernizing Delta conveyance with a single tunnel project (see DCF description below).

##### 6.5.4.2 SWP Reliability

State Water Contractors are required to submit annual delivery schedules to the DWR for a suite of potential water allocations; for example, 15 percent, 30 percent, 50 percent, 60 percent, and 100 percent were provided for calendar year 2021. DWR makes an initial SWP Table A allocation for planning purposes, typically in December, prior to the start of each calendar year. Throughout the year, as additional information regarding water availability becomes available and DWR performs hydrologic analyses, the SWP allocation and delivery estimates are updated. Typically, the final SWP allocation for the year is derived by June, and although not typical, can still be updated into the Fall. Table 6-5 presents the historical draft and final Table A allocations over the past 20 years (i.e., 2002 to 2021). Note that CVWD's and DWA's contracted Table A amounts increased substantially in 2005 and again in 2010.

Final SWP allocations between 2002 and 2021 have ranged from a high of 100 percent in 2006 to a low of five percent in 2014 and again in 2021. Figure 6-4 shows the variability of Table A allocations for the period

2002 through 2021. The reliability of SWP deliveries has declined since 2007 when Judge Wanger overturned the Biological Opinion regarding Delta export pumping operations. This decision significantly impacted DWR's ability to convey SWP supplies across the Delta for export. Since the 2007 Wanger decision, SWP final allocations have averaged 45 percent annually. This period has also been marked by six critically dry years.

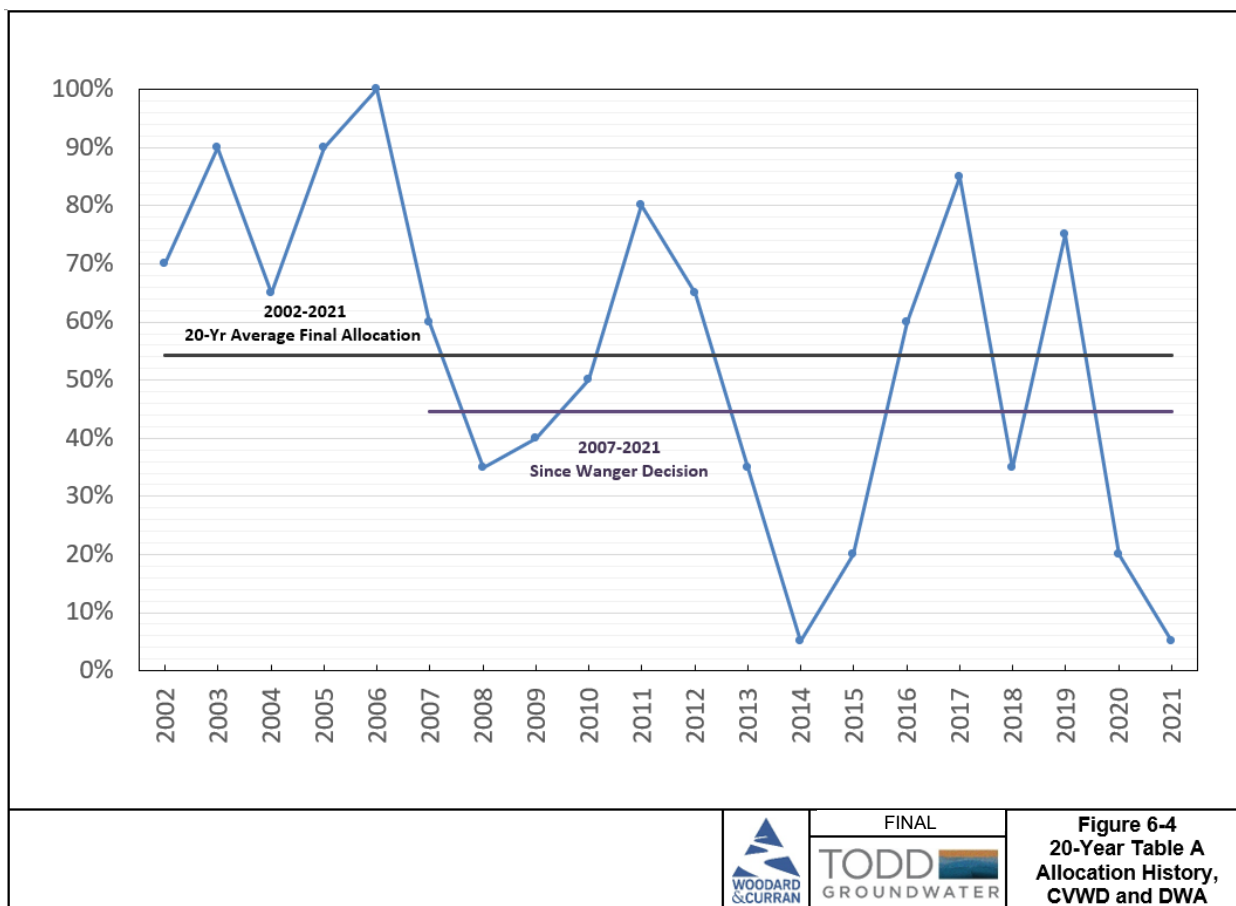
**Table 6-5. Historical SWP Table A Allocations, CVWD and DWA (2002-2021)**

Year	100% Table A Volume Max Contract (AFY) <sup>a</sup>	Water Year Type	SWP Initial Allocation (%)	SWP Final Allocation (%)
2002	61,200	Dry	20%	70%
2003	61,200	Above Normal	20%	90%
2004	71,100	Below Normal	35%	65%
2005	171,100	Above Normal	40%	90%
2006	171,100	Wet	55%	100%
2007	171,100	Dry	60%	60%
2008	171,100	Critically Dry	25%	35%
2009	171,100	Dry	15%	40%
2010	194,100	Below Normal	5%	50%
2011	194,100	Wet	25%	80%
2012	194,100	Above Normal	60%	65%
2013	194,100	Critically Dry	30%	35%
2014	194,100	Critically Dry	5%	5%
2015	194,100	Critically Dry	10%	20%
2016	194,100	Above Normal	10%	60%
2017	194,100	Above Normal	20%	85%
2018	194,100	Critically Dry	15%	35%
2019	194,100	Above Normal	10%	75%
2020	194,100	Below Normal	10%	20%
2021	194,100	Critically Dry	5%	5%
<b>20-year Average</b>	--	--	<b>24%</b>	<b>54%</b>
<b>14-Year Average Since Wanger</b>	--	--	<b>20%</b>	<b>45%</b>

<sup>a</sup> Source: DWR 2018, Bulletin 132-18, Appendix B Table B-4

<sup>b</sup> Source: DWR 2018, Bulletin 132-18, Appendix B Table B-5B

Figure 6-4. 20-Year Table A Allocation History, CVWD and DWA



DWR’s *Final SWP Delivery Capability Report 2019* (DWR, 2020a) was released in August 2020. The delivery reliability of water from the SWP system is an important component for the SWP Contractors’ water supply planning. SWP delivery amounts were modeled for the *2019 SWP Delivery Capability Report* using the CalSim II simulation model that incorporates the historical range of hydrologic conditions from Water Years 1922 through 2003. DWR’s analysis determined that long-term average SWP deliveries across all water years through 2015 was 2,414,000 AF, or 58 percent of the maximum of the 4,133,000 AFY available for export from the Delta.<sup>3</sup> Table 6-6 provides a summary of the SWP delivery amounts for existing conditions using the CalSim II modeling for the *2019 SWP Delivery Capability Report*. By using this 82-year historical flow record, the delivery estimates modeled for existing conditions reflect a reasonable range of potential hydrologic conditions from wet years to critically dry years.

<sup>3</sup> While 4,173,000 AFY is the current combined maximum Table A amount, 4,133,000 AFY is the SWP’s maximum Table A water available for export from the Delta excluding Butte County and Yuba City (DWR, 2020a).

**Table 6-6. Estimated Average, Wet-, and Dry-Period Deliveries of SWP Table A Water**

	Estimated SWP Table A Deliveries (AFY)	Percent of Maximum SWP Table A for Export (4,133,000 AFY)
Long-term Average	2,414,000	58%
<b>Wet Periods</b>		
Single Wet Year (1983)	4,008,000	97%
2-Year (1982-1983)	3,750,000	91%
4-Year (1980-1983)	3,330,000	81%
6-Year (1978-1983)	3,210,000	78%
10-Year (1978-1987)	2,967,000	72%
<b>Dry Periods</b>		
Single Dry Year (1977)	288,000	7%
2-Year Drought (1976-1977)	1,311,000	32%
4-Year Drought (1931-1934)	1,228,000	30%
6-Year Drought (1987-1992)	1,058,000	26%
8-Year Drought (1929-1936)	1,158,000	28%

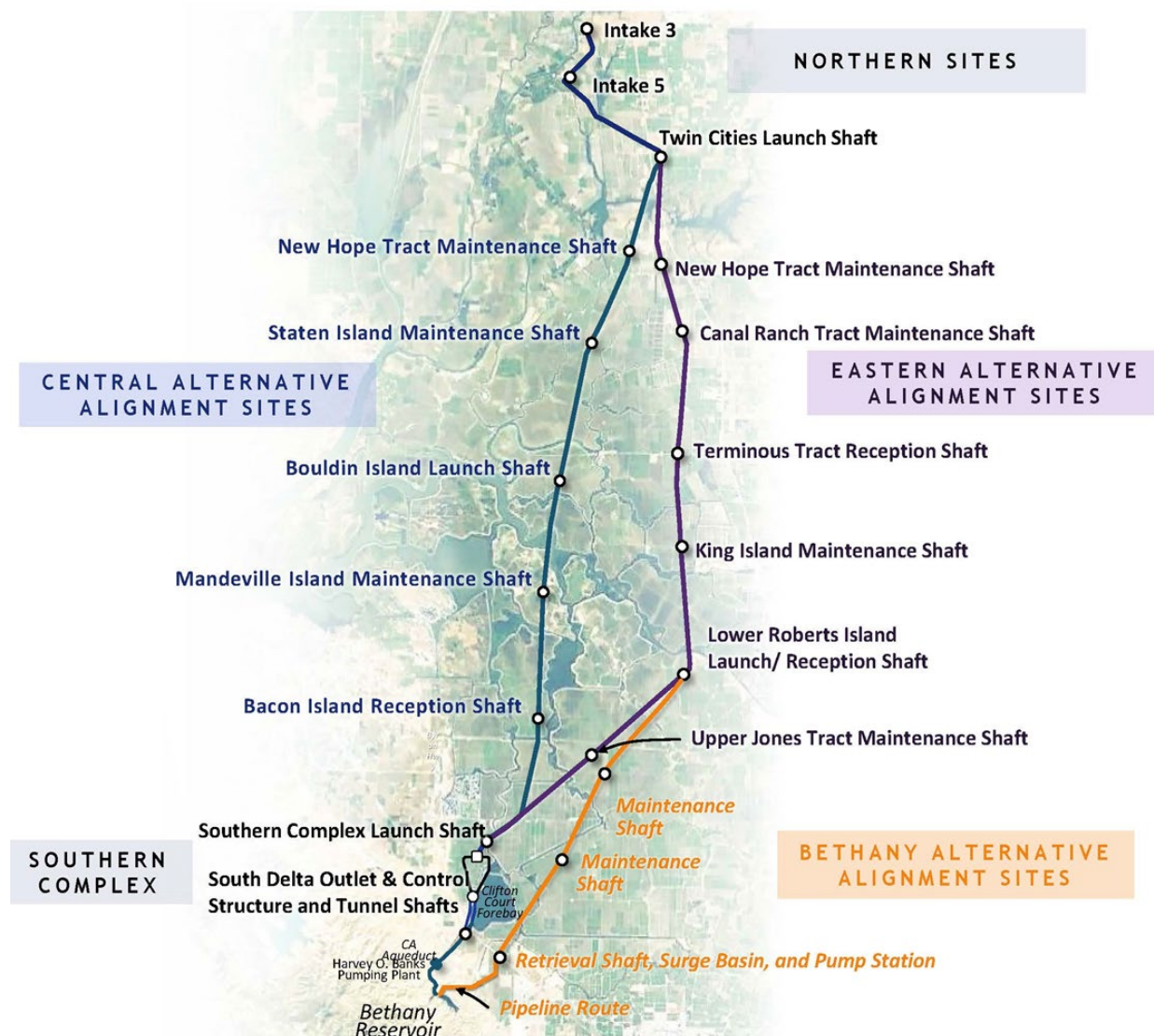
Source: 2019 SWP Delivery Capability Report (DWR, 2020a)

DWR's analysis further showed a decreasing trend seen in the future long-term average. The *Technical Addendum to the 2019 SWP Delivery Capability Report* (DWR, 2020b) provides a "Future Conditions with Climate Change and 45 cm Sea Level Rise Scenario" which projects a further decrease in SWP delivery over time. Although the *2019 SWP Delivery Capability Report* estimates delivery reliability of 58 percent based on the long-term average, this *Alternative Plan Update* recognizes the significant reduction in reliability associated with climate change and Delta export litigation and instead assumes 45 percent reliability through the planning horizon.

### 6.5.5 Delta Conveyance Facility

The Delta Conveyance Facility (DCF) is a DWR project that would improve SWP reliability and result in increased deliveries in the future. The existing SWP water conveyance facilities in the Delta, which include Clifton Court Forebay and the Banks Pumping Plant, enable DWR to divert water to the California Aqueduct. The DCF project includes the construction and operation of new conveyance facilities in the Delta, primarily a new tunnel to bypass existing natural channels used for conveyance. New intake facilities would be located in the north Delta along the Sacramento River between Freeport, California, and the confluence with Sutter Slough. A new tunnel would convey water from the new intakes to the existing Banks Pumping Plant and potentially the federal Jones Pumping Plant, both in Byron, California, in the south Delta. The new facilities would provide an alternate location for diversion of water from the Delta and would be operated in coordination with the existing south Delta pumping facilities (see Figure 6-5).

Figure 6-5. Delta Conveyance Facility – Proposed Corridor Options



Source: DCA Board of Directors Special Meeting, February 2021

Construction of the DCF will improve water supply reliability for State Water Contractors by addressing in-Delta conveyance, with its myriad of constraints. Because the SWP currently relies on the Delta's natural channels to convey water, it is vulnerable to earthquakes, climate change, and pumping restrictions established to protect in-stream species and habitats. Certain pumping restrictions in the south Delta can prevent the SWP from reliably capturing water when it is available, especially in wet weather. The DCF would add new diversions in the north Delta to promote a more resilient and flexible SWP in the face of unstable future conditions. Combined with the current through-Delta method, the addition of DCF is referred to as the "dual conveyance" system.

CVWD and DWA have approved a 2-year agreement to advance their share of funding for DCF planning and design costs. The *Agreement in Principle for the Delta Conveyance Facility* was approved in November 2020, as outlined in Table 6-7 below. A very preliminary estimate of the DCF benefits is 500,000 AFY. DWA and CVWD approved their participation levels of 1.52 percent and 3.78 percent, respectively. This restores



26,500 AFY in SWP deliveries to CVWD and DWA over and above current conditions, allocated between 60 percent to Table A and 40 percent to Article 21. With DCF construction, SWP reliability is anticipated to increase to 59 percent as an annual average. DCF deliveries are assumed to begin in year 2040.

**Table 6-7. DCF Supply Amounts**

Description	CVWD	DWA	Total
DCF Additional Supply (%)	3.78%	1.52%	5.30%
<b>Annual Estimate (AFY)</b>	<b>18,900</b>	<b>7,600</b>	<b>26,500</b>
Table A Supply (AFY)	11,340	4,560	15,900
Article 21 Supply (AFY)	7,560	3,040	10,600

### 6.5.6 Lake Perris Dam Seepage Recovery Project

In 2017, MWD and DWR began preliminary planning for recovery of seepage below the Lake Perris Dam and delivery of the recovered water to MWD in addition to its current allocated Table A water. The project is composed of installing a series of five pumps placed down-gradient from the face of the Lake Perris Dam that will pump water that has seeped from the lake into the groundwater. The recovered water will be pumped into a collection pipeline that discharges directly into MWD's Colorado River Aqueduct south of Lake Perris.

CVWD and DWA were invited to partner in the project with MWD, and the parties signed an agreement with DWR in 2021 for funding of environmental analysis, planning, and preliminary design. An additional agreement (or amendment to the existing *Exchange Agreement*) will be needed to exchange a proportional share of the recovered seepage water, as outlined in Table 6-8 below, for Colorado River water delivered by MWD to WWR-GRF and MC-GRF (MWD, 2020) through MWD's Colorado River Aqueduct. The project is estimated to recover approximately 7,500 AFY, with 2,752 AFY for delivery to CVWD and DWA, and is anticipated to begin delivery in 2023.

**Table 6-8. Lake Perris Seepage Recovery Amounts**

Description	MWD	CVWD	DWA	Total
Percent of Lake Perris Dam Seepage Recovery (%)	63.30%	32.3%	4.4%	100%
Annual Estimate (AFY)	4,747	2,425	328	7,500

### 6.5.7 Sites Reservoir Project

The Sites Reservoir Project would capture and store stormwater flows from the Sacramento River for release in dry years. Sites Reservoir would be situated on the west side of the Sacramento Valley, approximately 10 miles west of Maxwell, CA. When operated in coordination with other Northern California reservoirs such as Shasta, Oroville, and Folsom, which function as the backbone to both the SWP and the Central Valley Project, Sites Reservoir would increase flexibility and reliability of statewide water supplies in drier periods.

In 2019, CVWD and DWA both entered into an agreement with the Sites Project Authority for the next phase of planning for the Sites Reservoir (Sites Project Authority, 2019; 2020). The Sites Project Authority's goals are to make water supply and storage capacity available to water purveyors within the Sacramento River watershed, and in other areas of California, who are willing to purchase water supply from the Sites

Reservoir Project. CVWD and DWA are participating members at 10,000 AFY and 6,500 AFY levels, respectively, as shown in Table 6-9. This *Alternative Plan Update* assumes approximately 30 percent conveyance losses, for total delivery of 11,550 AFY to CVWD and DWA beginning in 2035.

**Table 6-9. Sites Reservoir Supply Amounts**

Description	CVWD	DWA	Total
Percent of Sites Reservoir Supply (%)	5.2%	3.4%	8.6%
Annual Estimate (AFY)	10,000	6,500	16,500

### 6.5.8 SWP Delivery to Subbasins

All SWP Exchange water delivered to DWA and CVWD is recharged at WWR-GRF in the Indio Subbasin and at MC-GRF in the Mission Creek Subbasin. According to the *2014 Mission Creek Water Management Agreement* (CVWD and DWA, 2014), this includes any water that is paid for or planned to be paid for by the SWP tax or split between the RAC paid by groundwater producers in the West Whitewater River Subbasin Management Area (which includes CVWD's West Whitewater River Subbasin Area of Benefit [AOB] and DWA's West Whitewater River Subbasin AOB) and the Mission Creek Subbasin Management Area (which includes CVWD's Mission Creek Subbasin AOB and DWA's Mission Creek Subbasin AOB). As such, this includes Table A, Article 21, and Yuba Accord water, in addition to any future increase in Table A reliability (i.e., DCF), Lake Perris Seepage, and Sites Reservoir. Available SWP Exchange water allocated to MC-GRF and WWR-GRF is based on proportional assessable production between the Mission Creek Subbasin Management Area and the West Whitewater River Subbasin Management Area, to be balanced over a 20-year period beginning December 2004. In 2020, total assessable production in the Mission Creek Subbasin Management Area (inclusive of CVWD's Mission Creek AOB and DWA's Mission Creek AOB) was 14,244 AF, while total assessable production in the West Whitewater River Subbasin Management Area (again inclusive of CVWD's West AOB and DWA's West AOB) was 153,979 AF (CVWD 2020). Based on a cumulative total of 168,223 AF in assessable production between the two management areas, this resulted in an 8 percent/92 percent split between the Mission Creek and West Whitewater River management areas in 2020. As shown in Table 6-10, the projected allotment of SWP exchange water to the two management areas was calculated as 8 to 10 percent to MC-GRF and 90 to 92 percent to WWR-GRF. Urban growth and associated water demand in the Mission Creek Subbasin will result in slightly more SWP Exchange water being delivered to that Subbasin over time. This *Alternative Plan Update* is coordinated with the *Mission Creek Subbasin Alternative Plan Update* to establish production estimates and associated SWP delivery estimates for the two management areas through 2045 planning horizon.

**Table 6-10. Forecast Split of SWP Delivery to WWR-GRF and MC-GRF Based on Production**

Assessable Production	2020	2025	2030	2035	2040	2045
West WWR Management Area (AFY)	150,336	155,338	160,640	165,955	170,754	175,202
% West WWR Management Area	92%	92%	91%	91%	91%	90%
Mission Creek Management Area (AFY)	13,281	14,369	15,455	16,543	17,717	18,892
% Mission Creek Management Area	8%	8%	9%	9%	9%	10%
<b>Total West WWR + Mission Creek (AFY)</b>	<b>163,617</b>	<b>169,707</b>	<b>176,095</b>	<b>182,498</b>	<b>188,471</b>	<b>194,093</b>

### 6.5.9 Use of SWP Exchange Water

This *Alternative Plan Update* accounts for all anticipated SWP Exchange water to be recharged at WWR-GRF and MC-GRF (as described above) to ensure that all available supply is used. In order to fully use available SWP exchange supplies, the GSAs will continue to replenish groundwater at maximum delivery levels and pursue additional SWP supplies as they become available. This *Alternative Plan Update* considers two SWP Exchange delivery scenarios:

- 1) **Historical hydrology conditions** – Table A deliveries at 45 percent through 2045 based on average SWP reliability since the 2007 Wanger decision and uncertainty about the future of Delta exports. These assumptions are used only in the baseline scenario in Chapter 7, *Numerical Model and Plan Scenarios*.
- 2) **Climate change conditions** – Table A deliveries at 45 percent in 2020 based on the 2007 Wanger decision, then reduced by -1.5 percent through straight line projection from 2020 to 2045 due to forecast climate changes. These assumptions are used in all future project scenarios in Chapter 7, *Numerical Model and Plan Scenarios*.

Scenario modeling described in Chapter 7, *Numerical Model and Plan Scenarios*, assumes annual variability of Table A deliveries associated with different projected climate years. However, Yuba Accord, Lake Perris Seepage, Sites Reservoir, and DCF supplies are assumed at their full anticipated amounts each year. The projected estimates for all potential SWP Exchange supplies are shown in Table 6-11.

**Table 6-11. Forecast of SWP Table A Supplies to WWR-GRF and MC-GRF**

Existing SWP Supplies	2020	2025	2030	2035	2040	2045
Table A Amount	194,100	194,100	194,100	194,100	194,100	194,100
Assumed SWP Reliability	45%	45%	45%	45%	45%	45%
<b>Average Table A Deliveries w/Assumed SWP Reliability</b>	<b>87,345</b>	<b>87,345</b>	<b>87,345</b>	<b>87,345</b>	<b>87,345</b>	<b>87,345</b>
Yuba Accord	651	651	651	651	651	651
<b>Sum of Existing SWP Supplies</b>	<b>87,996</b>	<b>87,996</b>	<b>87,996</b>	<b>87,996</b>	<b>87,996</b>	<b>87,996</b>
<b>Estimated Replenishment (AFY)<sup>a</sup></b>						
WWR-GRF Replenishment	80,853	80,546	80,273	80,019	79,724	79,431
MC-GRF Replenishment	7,143	7,450	7,723	7,977	8,272	8,565
<b>Future SWP Supplies</b>						
Lake Perris Seepage	0	2,752	2,752	2,752	2,752	2,752
Sites Reservoir	0	0	0	11,550	11,550	11,550
Delta Conveyance Facility (Additional SWP Table A/Article 21)	0	0	0	0	0	26,500
<b>Sum of Existing + Future SWP Supplies</b>	<b>88,647</b>	<b>91,399</b>	<b>91,399</b>	<b>102,949</b>	<b>102,949</b>	<b>129,449</b>
<b>Estimated Replenishment (AFY)<sup>a</sup></b>						
WWR-GRF Replenishment	81,451	83,660	83,377	93,617	93,272	116,849
MC-GRF Replenishment	7,196	7,739	8,022	9,332	9,677	12,600

<sup>a</sup> Additional 35,000 AFY MWD/SWP Transfer under the QSA is accounted for under Colorado River water above (see Table 6-3) and though replenished at WWR-GRF, that supply is not accounted for in replenishment volumes in this table.

## 6.6 Recycled Water

Recycled water is a reliable local resource that can be used to help offset groundwater pumping. Recycled water has been used for golf course irrigation in the Indio Subbasin since the late 1960s. There are currently eight wastewater treatment plants (WWTPs) or water reclamation plants (WRPs) within the Plan Area, with a ninth in construction by Mission Springs Water District (MSWD). Table 6-12 lists the projected wastewater flow at each of the nine facilities within the planning horizon. Within each treatment plant's tributary area, projected wastewater flows are generally equal to an average 31 percent return-to-sewer ratio for projected municipal water demands, which are described in Chapter 5, *Demand Projections*. This return-to-sewer ratio is based on the most recent 5-year average (2015-2019) of each WRP's municipal demands and wastewater flows. CVWD and DWA currently deliver recycled water from three of the WRPs for municipal and golf course irrigation use in the East and West Valley.

**Table 6-12. Projected Wastewater Flow in Plan Area (AFY)**

WWTP/WRP <sup>a</sup>	2020	2025	2030	2035	2040	2045
MSWD Regional WRF	0	1,000	1,600	2,200	2,800	3,360
Palm Springs WWTP/DWA WRP	6,100	6,600	7,200	7,800	8,400	9,000
CVWD WRP-10	9,800	10,800	11,600	12,300	13,100	14,000
CVWD WRP-7	3,800	4,200	4,500	4,800	5,100	5,400
CVWD WRP-4	6,200	6,700	7,400	8,200	8,800	9,500
CVWD WRP-2	14	14	14	14	14	14
Coachella WRP <sup>b</sup>	3,700	4,600	5,500	6,500	7,500	8,500
VSD WWTP	7,100	7,700	8,300	8,900	9,300	9,700
Kent SeaTech	6,640	6,640	6,640	6,640	6,640	6,640
<b>Total</b>	<b>43,354</b>	<b>48,254</b>	<b>52,754</b>	<b>57,354</b>	<b>61,654</b>	<b>66,114</b>

<sup>a</sup> Wastewater from areas outside of current WRP tributary areas are accounted for in return flows from septic systems.

<sup>b</sup> Coachella WRP includes decommissioning of agricultural ponds in 2025 (380 AFY).

CVWD operates WRP-7 and WRP-10, which currently generate recycled water for irrigation of golf courses and large landscaped areas. DWA's WRP treats secondary supply from the City of Palm Springs WWTP for delivery to irrigation customers. Table 6-13 provides a summary of recycled water currently in use based on the 2-Year average from 2018 to 2019.

**Table 6-13. Recycled Water Supply Based on 2018-2019 Wastewater Flows (AFY)**

--	Palm Springs WWTP/ DWA WRP <sup>a</sup>	CVWD WRP-10	CVWD WRP-7	Total
AFY of Tertiary Capacity	11,200	16,800	2,800	30,800
Wastewater Treated	6,613	9,884	3,261	19,757
Recycled Water Use (Delivery + Onsite)	4,599	7,783	2,201	14,584

<sup>a</sup> DWA WRP recycled water use does not reflect conversion of two golf courses in 2020 from recycled water to groundwater. Recycled water use after those conversions is estimated at 3,413 AFY.

### 6.6.1 MSWD Regional WRF

MSWD has completed design of the Regional WRF to treat wastewater flows to secondary levels including nitrification and denitrification. The Regional WRF will be located in the Garnet Hill Subarea and will divert some wastewater flows from existing WWTPs located in the Mission Creek Subbasin that are at capacity. The Regional WRF will have an initial capacity of 1.5 million gallons per day (mgd) (1,680 AFY) with construction beginning in 2021. The Regional WRF will start receiving flow in 2022 and is projected to reach 1.5 mgd treatment capacity by approximately 2030. Wastewater flows will be from existing sewer customers and from the septic to sewer conversions in the Desert Hot Springs Subbasin, Mission Creek Subbasin, and Garnet Hill Subarea of the Indio Subbasin.

Treated wastewater will be discharged to evaporation/percolation ponds in the Garnet Hill Subarea. Growth projected by 2045 is expected to provide wastewater flows to a buildout capacity of 3 mgd (3,360 AFY) available for recycling. However, future use of recycled water from the Regional WRF is expected to occur in the Mission Creek Subbasin.

### 6.6.2 Palm Springs WWTP/DWA WRP

DWA WRP, located in the City of Palm Springs, has a tertiary treatment capacity of 10 mgd (11,200 AFY). DWA provides tertiary treatment of secondary treated supply from the City of Palm Springs's WWTP for irrigation of parks and green spaces in the Palm Springs area. The average annual wastewater flow from 2018 to 2019 was approximately 6,613 AFY, while recycled water demand totaled 4,599 AFY. With existing wastewater flows and available tertiary treatment capacity, this facility could produce approximately 2,014 AFY of additional recycled water supply. In 2020, two existing 18-hole golf courses converted from using recycled water to groundwater, which reduced DWA's recycled water demands to approximately 3,200 AFY and increased DWA's availability of wastewater flows for recycling to 3,413 AFY. Growth projected by 2045 is expected to provide an increase of 1,566 AFY of additional wastewater flow available for recycling, based on projected indoor water use.



*DWA WRP has a tertiary treatment capacity of 10 mgd (11,200 AFY).*

### 6.6.3 CVWD WRP-10

CVWD WRP-10 is located in the City of Palm Desert. The plant is a 18.0 mgd secondary treatment facility with a current tertiary treatment capacity of 15 mgd (16,800 AFY). The plant consists of an activated sludge treatment plant, a tertiary wastewater treatment plant, a lined holding basin, 6 storage basins and 21 infiltration basins. WRP-10 delivers recycled water for irrigation of golf courses and homeowner's associations (HOAs) landscaping. The average annual wastewater flow from 2018 to 2019 was approximately 9,884 AFY, while recycled water demand averaged 7,783 AFY. With existing wastewater flows and available tertiary treatment capacity, this facility could produce approximately 2,100 AFY of additional recycled water supply. Growth projected by 2045 is expected to provide an increase of

5,828 AFY of additional wastewater flow available for recycling, based on projected indoor water use, but would require expansion of the non-potable water distribution system with new connections.

#### 6.6.4 CVWD WRP-7

CVWD's WRP-7 is located in north Indio. The plant is a 5.0 mgd secondary treatment facility with current tertiary treatment capacity of 2.5 mgd (2,800 AFY). The tertiary treated wastewater is used for irrigation of golf courses at Sun City in north Palm Desert and Shadow Hills in north Indio. The plant consists of aeration basins, circular clarifiers, and polishing ponds. Recycled water not used for irrigation is percolated at on-site and off-site percolation ponds. The average annual wastewater flow from 2018 to 2019 was approximately 3,261 AFY, while recycled water demand averaged approximately 2,200 AFY. With existing wastewater flows and available tertiary treatment capacity, this facility could produce approximately 600 AFY of additional recycled water supply (tertiary capacity is the limiting factor). Growth projected by 2045 is expected to provide an increase of 3,016 AFY of additional wastewater flow available for recycling, based on projected indoor water use, but would require expansion of the tertiary capacity of the WRP-7 plant and expansion of the non-potable water distribution system with new connections.

CVWD is planning to expand its WRP-7 tertiary treatment capacity by 3 mgd (5.5 mgd or 6,150 AFY total) with the addition of flocculation tanks, chemical feed, gravity multi-media filters, and associated pumps. Design is underway for the WRP-7 expansion, with construction anticipated in 2025. The WRP-7 expansion is described in Chapter 11, *Projects and Management Actions*. However, given that new connections have not yet been identified for this supply, delivery of the recycled water has not been assumed in this supply forecast.

#### 6.6.5 CVWD WRP-4

CVWD WRP-4 is a 9.9 mgd (11,090 AFY) secondary treatment facility located in the unincorporated community of Thermal. The average annual wastewater flow from 2018 to 2019 was approximately 5,482 AFY. WRP-4 provides secondary treatment consisting of pre-aeration ponds, aeration lagoons, polishing ponds, and disinfection. The treated effluent is currently discharged to the CVSC pursuant to a National Pollution Discharge Elimination System (NPDES) permit. However, CVWD has submitted a Change Petition (WW0093) and plans to construct tertiary treatment and begin delivery of recycled water. Growth projected by 2045 is expected to provide a



*CVWD's WRP-4 has a secondary treatment capacity of 9.9 mgd (11,090 AFY) and has a planned tertiary expansion.*

total of 11,082 AFY of wastewater flow that could be tertiary treated and reused within the Planning Area, but would require construction of both tertiary treatment and new non-potable system connections.

CVWD is planning to construct WRP-4 tertiary treatment capacity in phases starting at 2.5 mgd (2,800 AFY) in 2025, then increasing to 5.0 mgd (5,600 AFY) in 2028 and 10.0 mgd (11,200 AFY) by 2031. Design is underway for the WRP-4 tertiary expansion, with construction anticipated in 2025. The WRP-4

expansion is described in Chapter 11, *Projects and Management Actions*. CVWD has filed a wastewater change petition with the State Water Resources Control Board (WW0093) pursuant to Water Code section 1211. The petition seeks authorization to cease the discharge of treated wastewater from WRP-4 to the CVSC. CVWD plans to initiate project-specific environmental review in 2022 to support this change petition.

#### **6.6.5.1 CVWD WRP-2**

CVWD WRP-2 is a small treatment plant serving the nearby community of North Shore. WRP-2 has a secondary treatment capacity of 0.18 MGD (202 AFY). Because this WRP serves an existing built-out community, wastewater flows are expected to remain the same as the 2018 to 2019 average of 14 AFY through 2045.

#### **6.6.6 Valley Sanitary District WWTP**

Valley Sanitary District (VSD) owns and operates an 11 mgd (12,320 AFY) capacity wastewater treatment facility that serves most of the City of Indio. The average annual wastewater flow from 2018 to 2019 was approximately 6,644 AFY. Secondary treatment is provided by three process trains – activated sludge, oxidation ponds, and wetlands treatment. Effluent from the oxidation ponds and the wetlands is either routed to pasture irrigation or blended with activated sludge effluent, disinfected, dechlorinated, and discharged to the CVSC. Growth projected by 2045 is expected to provide a total of 8,052 AFY of wastewater flow that could be tertiary treated and reused within the Planning Area but would require construction of both tertiary treatment and new non-potable system connections.

VSD and IWA have established a joint powers authority, East Valley Reclamation Authority (EVRA), to implement water reuse in the Indio area. EVRA is currently evaluating the feasibility of developing a potable reuse project that would replenish the Indio Subbasin with 5,000 AFY of advance treated recycled water beginning in 2030. The EVRA potable reuse project is described in Chapter 11, *Projects and Management Actions*.

#### **6.6.7 Coachella Sanitary District WWTP**

The City of Coachella through its Coachella Sanitary District owns and operates a 4.5 mgd (5,040 AFY) secondary treatment wastewater facility utilizing activated sludge and oxidation ditch processes. Treated wastewater is discharged to the CVSC. The average annual wastewater flow from 2018 to 2019 was approximately 3,007 AFY. Growth projected by 2045 is expected to provide a total of 9,667 AFY of wastewater flow that could be tertiary treated and reused within the Planning Area but would require construction of both tertiary treatment and new non-potable system connections. The City of Coachella currently has no plans to pursue water recycling.

##### **6.6.7.1 Kent SeaTech**

Kent SeaTech is a fish farm with total design flow of 10.5 mgd. The current wastewater treatment system consists of a channel stocked with tilapia to remove solids, and an earthen “constructed wetland” system that provides further nitrification, denitrification, fine solids polishing, alkalinity restoration, and temperature buffering. The wetland is bypassed from the treatment process during the colder winter months to maintain system-wide warm temperatures for fish production. Water that is not recirculated, reused, or land applied is discharged to the CVSC. The average annual wastewater flow discharged to CVSC from 2018 to 2019 was approximately 6,639 AFY.

## 6.7 Planned Water Reuse

Table 6-14 below provides forecasted recycled water deliveries at the three WRPs that currently reuse water. These estimates are based on existing tertiary capacity and planned recycled water connections listed in the GSAs 5-year capital programs and include current water reuse plus increases in wastewater flows anticipated with municipal growth (described in Chapter 5, *Demand Projections*). These potential supplies would require construction of new non-potable distribution pipelines and facilities (see Chapter 11, *Projects and Management Actions*).

**Table 6-14. Planned Water Reuse at WRPs with Tertiary Capacity (AFY)**

WWTP/WRP	2020	2025	2030	2035	2040	2045
Palm Springs WTP/DWA WRP	3,413	3,413	3,413	3,413	3,413	3,413
CVWD WRP-10	7,783	10,800	11,600	12,300	13,100	14,000
CVWD WRP-7	2,201	2,800	2,800	2,800	2,800	2,800
<b>Total</b>	<b>13,398</b>	<b>17,013</b>	<b>17,813</b>	<b>18,513</b>	<b>19,313</b>	<b>20,213</b>

CVWD's goal is to recycle all wastewater that is currently percolated at its WRPs, except for WRP-2 serving an isolated community. CVWD's planned non-potable connections will expand deliveries from WRP-10 and WRP-7 within existing tertiary capacity and are reflected in Table 6-14 above. CVWD also has tertiary expansions planned for WRP-7 and WRP-4. In collaboration with VSD, IWA plans to advance treat and recycle 5,000 AFY of wastewater from the VSD WWTP for groundwater replenishment and reuse. MSWD plans to develop recycled water connections and groundwater recharge facilities in the Mission Creek Subbasin and convey treated recycled water from the Regional WRF to that Subbasin. Chapter 7, *Numerical Model and Plan Scenarios* describes these modeled future projects. Table 6-15 provides forecasted wastewater at the region's WWTPs and WRPs that may be available for recycling with addition of future treatment or distribution system expansions.

**Table 6-15. Projected Wastewater Remaining for Future Reuse (AFY)**

WWTP/WRP	2020	2025	2030	2035	2040	2045
MSWD Regional WRF	0	1,000	1,600	2,200	2,800	3,360
Palm Springs WTP/DWA WRP	2,687	3,187	3,787	4,387	4,987	5,587
CVWD WRP-10	2,017	0	0	0	0	0
CVWD WRP-7	1,599	1,400	1,700	2,000	2,300	2,600
CVWD WRP-4	6,200	6,700	7,400	8,200	8,800	9,500
CVWD WRP-2	14	14	14	14	14	14
Coachella WRP	3,700	4,600	5,500	6,500	7,500	8,500
VSD WWTP	7,100	7,700	8,300	8,900	9,300	9,700
Kent SeaTech	6,639	6,639	6,639	6,639	6,639	6,639
<b>Total</b>	<b>29,956</b>	<b>31,241</b>	<b>34,941</b>	<b>38,841</b>	<b>42,341</b>	<b>45,901</b>



### 6.7.1 Use of Recycled Water

The *Alternative Plan Update* recognizes the potential local water supply available in recycling wastewater. By 2045, a total of 62,753 AFY of wastewater flow could be available for recycling if the GSAs and other regional partners were to construct the necessary treatment and conveyance facilities. Full use of this potential recycled water supply would require construction of plant expansions or upgrades, along with distribution pipelines and facilities (see Chapter 11, *Projects and Management Actions*). Recycled water is considered a drought-proof supply that is not limited under climate change conditions. Recycled water deliveries are assumed to be the same in historical hydrology conditions and climate change conditions.

Water reuse can develop a new source of supply for non-potable irrigation demands and when highly treated for groundwater recharge, and offset pumping of groundwater that is the source of municipal supply. Where wastewater was disposed to land and percolated to groundwater, recycled water development offsets groundwater pumping, but reduces net return flows to the groundwater basin. Besides water supply availability benefits, reuse projects can also contribute to improving water quality in receiving groundwater and surface water bodies. For example, application of recycled water for agricultural and landscape irrigation can provide a source of nutrients that lessens the need to apply synthetic fertilizers. CVWD continues to pursue the goal of fully reusing urban wastewater for non-potable applications.



*Recycled water (or blended non-potable water) is used on parks and open space in the Plan Area.*

## 6.8 Other Supplies

CVWD and DWA, along with other local agencies, have investigated and will continue to pursue other water transfer opportunities.

### 6.8.1 Rosedale-Rio Bravo

In 2008, CVWD entered into an agreement with Rosedale-Rio Bravo Water Storage District (Rosedale Rio-Bravo) for a one-time transfer of 10,000 AF of Glorious Lands Company (GLC) water intended for a property development located in Riverside County within CVWD's boundary. In 2012, CVWD entered into an Assignment Agreement with GLC to take over GLC's water rights for the term of the 2005 Water Supply Agreement between GLC and Rosedale Rio-Bravo. The Assignment Agreement provides a total of 252,500 AF to CVWD from Rosedale Rio-Bravo through 2035. CVWD also entered into a letter agreement with MWD in 2012 for the delivery and exchange of up to 16,500 AFY of non-Table A SWP water that Rosedale Rio-Bravo provides to CVWD (CVWD, 2019a). The water from Rosedale Rio-Bravo is delivered to CVWD as exchange water from MWD at the WWR-GRF. In 2020, CVWD finalized a supplemental letter agreement with Rosedale Rio-Bravo and a Point of Delivery Agreement with DWR that increased the limit on the amount Rosedale Rio-Bravo can deliver to CVWD in any one year (from 16,500 to 20,000 AFY) but does not change the total volume delivered during the life of the agreement through 2035.

The balance of Rosedale Rio-Bravo water due to CVWD from 2020 to 2035 is 169,000 AFY or an annual average of 10,563 AFY. This is greater than the 10-year average of Rosedale Rio-Bravo deliveries, which is 7,750 AFY based on the 2010 to 2019 period. Rosedale Rio-Bravo deliveries are assumed to be the same in historical hydrology conditions and climate change conditions. No Rosedale Rio-Bravo supplies are assumed after year 2035.

## 6.9 Supply Risks and Uncertainties

The existing water supplies used in the Planning Area face risks and uncertainties that could affect long-term supply reliability. These risks and uncertainties include the extended drought in the southwestern United States and legal/regulatory decisions affecting vital contracts and water deliveries. In addition, climate change could impact both supplies and demands. Climate change is discussed in Chapter 8, *Regulatory and Policy Issues*.

### 6.9.1 Colorado River

Although CVWD's Colorado River supply has historically been fully reliable, the extended Colorado River drought prompted the seven Colorado River Basin states and entitlement holders to develop Drought Contingency Plans (DCPs) to reduce the risk of Colorado River reservoirs declining to critically low levels. The period of 2000 – 2019 was the lowest 20-year period in the historical natural flow record, which dates back to 1906 (USBR 2020a). As of 2019, the combined storage in key Colorado River Basin reservoirs, Lakes Powell and Mead, were at their lowest levels (around 30<sup>th</sup> percentile) since Lake Powell initially began filling in the 1960s. The Lower Basin DCP was designed to: a) require Arizona, California, and Nevada to contribute additional water to Lake Mead storage at specified reservoir elevations, and b) incentivize voluntary conservation of water to be stored in Lake Mead (USBR 2020a).

Implementation of the *Lower Basin Drought Contingency Plan Agreement (Lower Basin DCP; USBR, 2019)* may affect Colorado River water supply through the year 2026. In addition to criteria set in the *2007 Interim Guidelines*, the *Lower Basin DCP* establishes that certain Colorado River users in the Lower Basin, including CVWD, make DCP contributions if specific triggers are met between 2020 and 2026. CVWD agrees to contribute between 14,000 AF and 24,500 AF if the elevation of Lake Mead drops to between 1,045 feet and 1,030 feet before 2026. Negotiations of the *2027 Interim Guidelines* that will revisit and may extend these voluntary contributions began in 2021.

CVWD contributes approximately 60 percent of the overall Indio Subbasin water supply from the Colorado River. In the 5-year period from 2015-2019, Colorado River deliveries averaged 343,200 AFY, while water demands totaled 574,500 AFY. Participation in the *Lower Basin DCP* could reduce the amount of water available for groundwater recharge in the Plan Area. During the term of the *Lower Basin DCP*, if CVWD is asked to cutback, the cutback will be satisfied by reducing deliveries to the TEL-GRF.

CVWD will continue to monitor the supply conditions on the Colorado River, make appropriate adjustments to its operations, and actively participate in efforts to augment the water supplies of Colorado River.

### 6.9.2 SWP Exchange

DWR estimates the long-term average reliability of the SWP to be 58 percent declining to 52 percent by 2040 (DWR, 2020a). This decline will likely continue in the absence of programs to balance Delta environmental concerns and water supply needs. A majority of California's water originates in the Sierra Nevada Mountains as snowpack, eventually flowing through the Delta, where it is delivered to municipal

and agricultural users. At the same time, the hundreds of miles of river channels that crisscross the Delta's farmed islands provide a migratory pathway for Chinook salmon and other native fish species. *The Delta Plan* (Delta Stewardship Council, 2013) has the "coequal goals" of providing more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. The shift by the State of California from the twin-tunnels project (California WaterFix) to the single tunnel alternative (DCF) in early 2020 marks a compromise between environmental and water supply interests.

Implementation of the DCF is likely to increase SWP supply reliability by addressing climate resiliency, environmental and habitat protection, and seismic risk. The GSAs receive nearly 20 percent of overall Indio Subbasin water supply from the SWP. In the 5-year period from 2015-2019, SWP deliveries (minus Advance Deliveries) averaged 109,400 AFY while water demands totaled 574,500 AFY. DWR filed a Notice to Proceed for the DCF project in January 2020, is currently in the environmental review process, and expects a Final Environmental Impact Report (FEIR) in 2023. CVWD and DWA approved advancing their share of funding for the planning phase (2021 to 2024) of the project.

At this time, CVWD and DWA will continue participating in the DCF through the *Agreement in Principle for the Delta Conveyance Facility*, approved in November 2020, which will be used to create a Delta Conveyance Contract Amendment. The dual conveyance approach to SWP delivery supports the goals of Delta health and water supply reliability.

### 6.9.3 Surface Water

Surface water, including natural infiltration of watershed runoff, represents about 7 percent of the Indio Subbasin water supply. Although CVWD and DWA retain water rights to most of this surface water, there is uncertainty about potential changes in precipitation in the Whitewater River watershed due to climate change. DWR's modeled climate scenarios have indicated that the Whitewater River watershed will receive less watershed runoff under climate change conditions, reducing total runoff from 99 percent in 2030 to 92 percent in 2070. In this *Alternative Plan Update's* climate change scenarios (see Chapter 7, *Numerical Model and Plan Scenarios*), additional reductions to surface water availability were based on recent local hydrologic conditions to assess impacts of climate change.

### 6.9.4 Recycled Water

Recycled wastewater has historically been used for irrigation of golf courses and urban landscaping in the Indio Subbasin. The existing WRPs that have tertiary wastewater treatment for recycled water supply currently deliver approximately two percent of the Subbasin's water supply (13,260 AFY of recycled water delivered over 2015-2019 period). The amount of wastewater available for reuse in the future primarily depends on growth in the Valley, along with the agencies' plans for construction of tertiary treatment and conveyance. However, the level of water conservation implemented in the future – particularly under the long-term conservation regulations anticipated from Assembly Bill 1668 (Friedman) and Senate Bill 606 (Hertzberg) – could reduce the amount of wastewater generated and available for reuse. Future waste discharge requirements will also dictate the level of treatment, and potentially volume of ongoing discharge, that would be required at the treatment plants. Thus, future growth, conservation, and water quality regulations will all dictate the amount of recycled water supply produced in the Indio Subbasin.

This *Alternative Plan Update* also acknowledges the financial challenges associated with expansion of the non-potable water treatment and distribution systems. Expansion of the recycled water systems throughout the Indio Subbasin is primarily dependent on availability of grant and loan funding for capital

improvements. Despite this challenge, the GSAs will continue to pursue water reuse projects that reduce groundwater pumping and maximize use of local water.

### 6.10 Summary

The Indio Subbasin has both imported water and local water sources in its current water supply portfolio. This available water supply portfolio will be used to meet growing demands – municipal, agriculture, golf, and other demands as described in Chapter 5, *Demand Projections* – and to achieve groundwater sustainability. The water budgets described in Chapter 7, *Numerical Model and Plan Scenarios*, provide a deeper understanding of some of the demand and supply uncertainties and associated management actions that will help to meet growing demand and achieve groundwater sustainability. Chapter 11, *Projects and Management Actions*, summarizes the management actions and capital projects that may need to be implemented to achieve basin sustainability and meet future demands. After Plan adoption, the GSAs will prepare Annual Reports to evaluate their demands, supplies, and groundwater conditions to understand when those projects must be implemented.

A summary of the projected currently available and future water supplies is presented in Table 6-16. The Indio GSAs are committed to achieving sustainability under changing climate conditions and is planning for supply limitations anticipated for both local and imported supplies. Figure 6-6 shows the supply projection with available supplies under climate change conditions. Figure 6-7 shows the supply projection with potential future supplies under climate change conditions. This summary documents available imported and local surface water supplies and does not include the groundwater supply; the available groundwater supply will vary under different management conditions and is quantified in Chapter 7, *Numerical Model and Plan Scenarios*. The uncertainties surrounding both imported and local water supplies make it important that this *Alternative Plan* Update continue to implement a management strategy that sustainably manages the groundwater basin through new supplies and source substitution.

Table 6-16. Summary of Projected Non-Groundwater Supplies (AFY)

Available Supplies	2020 <sup>a</sup>	2025	2030	2035	2040	2045
<b>Historical Hydrology Conditions</b>						
Surface Water Infiltration <sup>b</sup>	46,670	43,300	43,300	43,300	43,300	43,300
Surface Water Diversions <sup>c</sup>	2,630	6,000	6,000	6,000	6,000	6,000
Colorado River Water <sup>d</sup>	402,800	426,300	436,050	436,050	436,050	436,050
SWP Exchange Water <sup>e</sup>	80,853	80,546	80,273	80,019	79,724	79,431
Recycled Water <sup>f</sup>	13,398	13,398	13,398	13,398	13,398	13,398
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
<b>Historical Hydrology Subtotal</b>	<b>556,914</b>	<b>580,107</b>	<b>589,584</b>	<b>589,330</b>	<b>578,472</b>	<b>578,179</b>
<b>Climate Change Conditions</b>						
Surface Water Infiltration <sup>g</sup>	32,570	29,200	29,200	29,200	29,200	29,200
Surface Water Diversions <sup>h</sup>	2,630	6,000	6,000	6,000	6,000	6,000
Colorado River Water <sup>i</sup>	388,050	411,800	411,550	411,550	411,550	411,550
SWP Exchange Water <sup>j</sup>	80,853	80,306	79,795	79,305	78,775	78,248
Recycled Water <sup>k</sup>	13,398	13,398	13,398	13,398	13,398	13,398
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
<b>Climate Change Subtotal</b>	<b>528,064</b>	<b>551,267</b>	<b>550,506</b>	<b>550,016</b>	<b>538,923</b>	<b>538,396</b>
<b>Projected Future Supplies</b>						
Delta Conveyance Facility <sup>l</sup>	0	0	0	0	0	23,562
Lake Perris Seepage <sup>m</sup>	0	2,519	2,510	2,503	2,493	2,484
Sites Reservoir <sup>n</sup>	0	0	0	10,503	10,464	10,426
Planned Recycled Water <sup>o</sup>	0	3,615	4,415	5,115	5,915	6,815
<b>Projected Future Supplies Subtotal</b>	<b>0</b>	<b>6,134</b>	<b>6,925</b>	<b>18,121</b>	<b>18,872</b>	<b>43,287</b>
<b>Total Available + Projected Supplies under Historical Hydrology</b>	<b>556,914</b>	<b>586,241</b>	<b>596,509</b>	<b>607,451</b>	<b>597,344</b>	<b>621,466</b>
<b>Total Available + Projected Supplies under Climate Change</b>	<b>528,064</b>	<b>557,401</b>	<b>557,431</b>	<b>568,137</b>	<b>557,795</b>	<b>581,683</b>

<sup>a</sup> 2020 values are projected; they are not actuals.

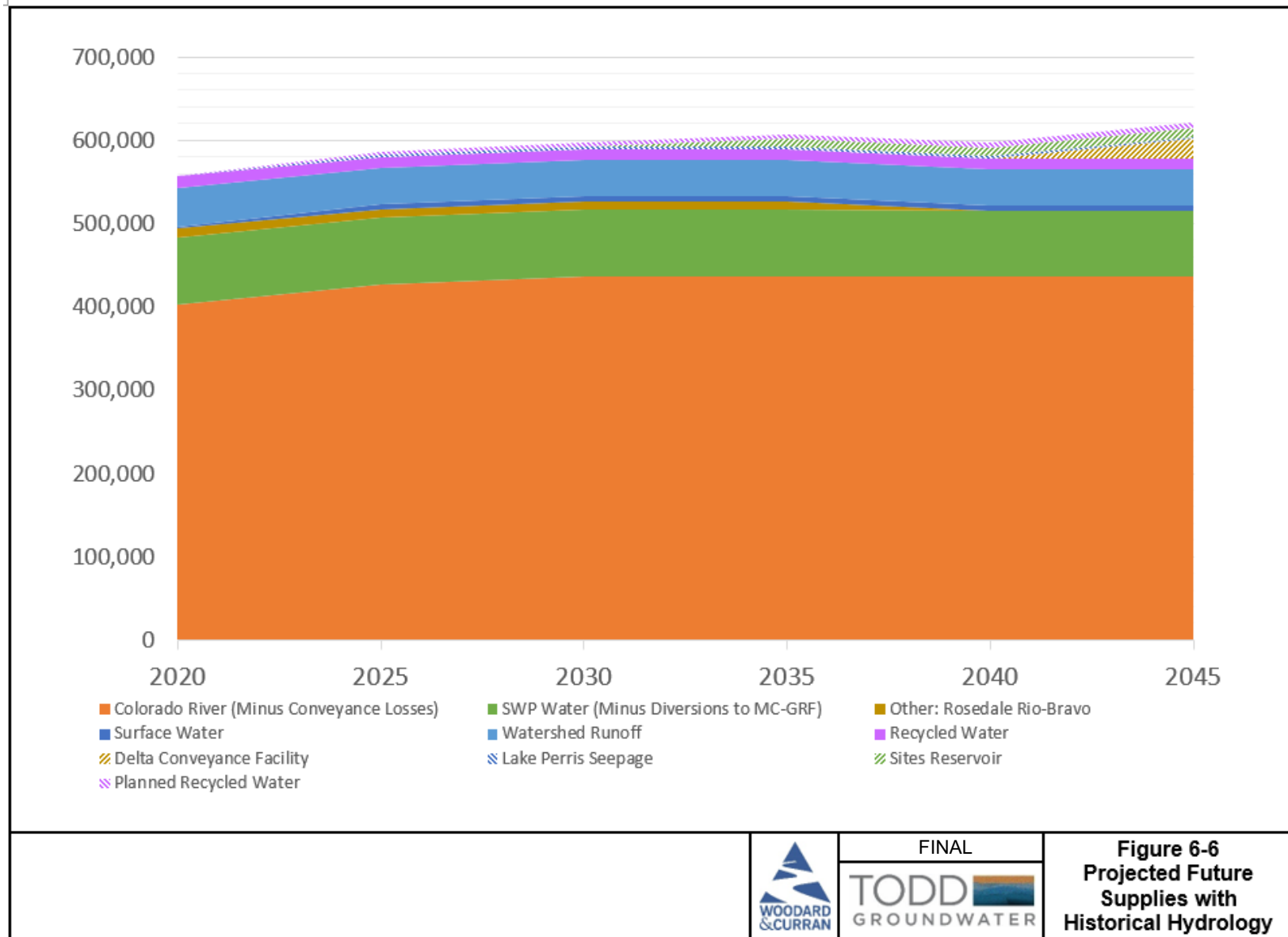
<sup>b</sup> Natural infiltration of watershed runoff is based on 50-year (1970 to 2019) historical average and excludes anticipated future diversions. See Chapter 7, *Numerical Model and Plan Scenarios* for detail on groundwater inflows and outflows.

<sup>c</sup> Surface water diversions in year 2020 are projected; actual 2020 diversions totaled 1,960 AFY.

<sup>d</sup> Colorado River water accounts for base entitlement and transfers listed in Table 6-3 and excludes 5 percent conveyance losses.

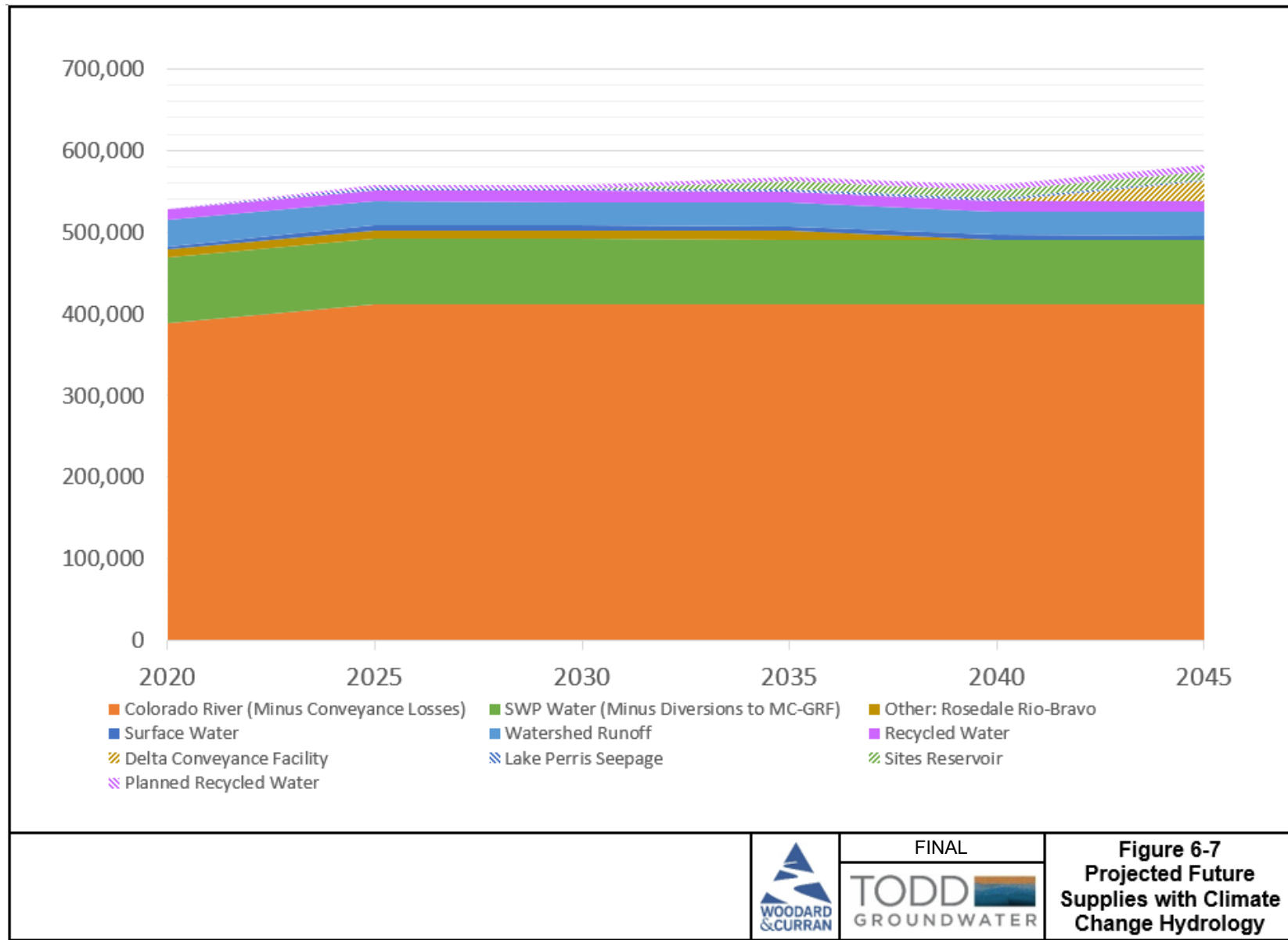
- <sup>e</sup> SWP exchange water includes Yuba Accord and excludes transfers to the MC-GRF. SWP values are average annual deliveries based on 45 percent reliability assumption.
- <sup>f</sup> Recycled water includes existing annual average deliveries as of 2020 (13,398 AFY).
- <sup>g</sup> Natural infiltration of watershed runoff is based on 25-year (1995 to 2019) historical average run backward-forward and excludes anticipated future diversions and outflow to Salton Sea. See Chapter 7, *Numerical Model and Plan Scenarios*, for detail on groundwater inflows and outflows.
- <sup>h</sup> Surface water diversions in year 2020 are projected; actual 2020 diversions totaled 1,960 AFY.
- <sup>i</sup> Colorado River water excludes 5 percent conveyance losses and *Lower Basin DCP* contributions (-14,500 AFY 2020-2026 and -24,500 AFY 2027-2045).
- <sup>j</sup> SWP exchange water includes Yuba Accord and excludes transfers to the MC-GRF. SWP values are average annual deliveries based on 45 percent reliability assumption, with -1.5 percent reduced deliveries by 2045 due to climate change.
- <sup>k</sup> Recycled water includes existing annual average deliveries as of 2020 (13,398 AFY).
- <sup>l</sup> DCF values are average annual deliveries based on reliability assumptions and excludes transfers to the MC-GRF. DCF is anticipated to begin operation in 2042.
- <sup>m</sup> Lake Perris supplies exclude transfers to the MC-GRF. Values are declining because Mission Creek Subbasin Management Area assessable production and associated diversions to MC-GRF are forecast to increase over time.
- <sup>n</sup> Sites Reservoir excludes 30 percent conveyance losses and transfers to the MC-GRF. Values are declining because Mission Creek Subbasin Management Area assessable production and associated diversions to MC-GRF are forecast to increase over time.
- <sup>o</sup> Projected future recycled water includes planned non-potable connections at WRP-7 and WRP-10 up to current tertiary capacities. Additional future non-potable expansions at WRP-7, WRP-10, and WRP-4, and East Valley Reclamation Authority's potable reuse project at VSD WRP, are described in Chapter 11, *Projects and Management Actions*, but are still in planning phases and not included in the supply projection at this time. Total additional wastewater flow potentially available for water reuse by 2045 equals 42,540 AFY, as shown in Table 6-14.

**Figure 6-6. Projected Future Supplies with Historical Hydrology**



FINAL  
**Figure 6-6  
 Projected Future  
 Supplies with  
 Historical Hydrology**

**Figure 6-7. Projected Future Supplies with Climate Change Hydrology**



FINAL  
**Figure 6-7  
 Projected Future  
 Supplies with Climate  
 Change Hydrology**



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## CHAPTER 7: NUMERICAL MODEL AND PLAN SCENARIOS

This chapter describes the MODFLOW groundwater flow model, the Indio Subbasin water budget, and the Plan Scenarios developed to assess future groundwater conditions and sustainability under different planning assumptions. The Indio Subbasin water budget (or balance) and groundwater flow model are closely linked in that some Indio Subbasin inflows and outflows (including various sources of recharge and well pumping) have been developed using measurements and estimates and then used as input to the groundwater flow model. Other water budget components (including amounts of evapotranspiration, drain flow, Salton Sea inflow and outflow, and changes in groundwater storage) are outputs of the groundwater model and are used as a part of the Indio Subbasin water budget. Water budgets are provided for each of the Plan scenarios, as described in Section 7.5. Model characteristics are summarized including model area and boundaries, layers, aquifer properties, sources and amounts of basin recharge and discharge, and methodologies to develop the inflow and outflow amounts used as model inputs. Previous and updated model performance results are presented, along with Subbasin water budgets for the period 1997 to 2019. The model is well calibrated and capable of accurately simulating groundwater conditions throughout the Subbasin and over the simulation period.

### 7.1 MODFLOW Model Description

The numerical groundwater flow model was constructed using the U.S. Geological Survey (USGS) MODFLOW code. It simulates transient three-dimensional groundwater flow within and between the shallow and deep aquifer zones, includes various sources of subbasin recharge, discharge to production wells, evapotranspiration, flow to drains, and flow to and from the Salton Sea.

#### 7.1.1 Previous Versions of the Indio Subbasin MODFLOW Model

Several versions of the Indio Subbasin model were developed prior to this version for the *Alternative Plan Update*:

1. The original MODFLOW model was developed by Graham Fogg (Fogg) in the mid-1990s and calibrated for a 61-year historical period from 1936 to 1996.
2. The original model was subsequently extended by Fogg as a part of the 2002 *Coachella Valley Final Water Management Plan (2002 CVWMP)* for the Indio Subbasin (Coachella Valley Water District [CVWD], 2002) and the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (CVWD, 2012) and used to simulate future Subbasin management scenarios beginning in 1997 through a future planning period. The *2010 CVWMP Update* version of the model used the best available estimates of groundwater inflows and outflows through 2008; inflow amounts for 2009 and future years were synthesized using assumed future water supply and demand projections.

Other intermediate versions of the model were developed by CVWD for specific purposes, but the *2010 CVWMP Update* version was used as the basis for the *Alternative Plan Update*.

Historical calibration quality of the original 1936 to 1996 model and *2010 CVWMP Update* version (through 2008) was good, as documented in a Fogg (2000) Technical Memorandum and in Technical Memorandum No. 2 prepared for the Indio Subbasin GSAs in 2020 (see Appendix 1-A). The original and

*2010 CVWMP Update* models accurately simulated regional and local groundwater flow conditions and changes over time (as indicated by low observed-versus-simulated head error residuals).

For this *Alternative Plan Update*, the *2010 CVWMP Update* model input data were updated through 2019 using available data. After updating the model recharge and discharge inputs, a calibration check was performed for the period 1997 to 2019.

For future management alternative scenarios evaluation, new estimates of future recharge, pumping, and other boundary conditions are synthesized for predictive simulations of future conditions, as described in Section 7.5.

### **7.1.2 Changes Made to Model for *Alternative Plan Update***

Using newly available data, the *2010 CVWMP Update* model was updated and revised for the *Alternative Plan Update*. The major changes were updates to recharge and discharge boundary conditions for the simulation period of 2009 to 2019. Other model input parameters also modified include:

- Replaced top of Model Layer 1 elevation surface with updated digital elevation model (DEM)
- Added bathymetry of Salton Sea to top of Model Layer 1 elevation surface
- Corrected 1997 initial conditions in the Garnet Hill Subarea
- Adjusted Hydraulic Flow Barrier conductance values along the southern portion of the Garnet Hill Fault
- Updated 1997 to 2019 subsurface flux boundary inflow rates from Mission Creek Subbasin
- Adjusted 1997 to 2019 pumping in the Garnet Hill Subarea
- Updated Salton Sea general head boundary elevations for 2009 to 2019
- Updated streamflow and mountain front recharge rates for 2009 to 2019
- Updated municipal golf and agriculture irrigation return and septic rates for 2009 to 2019
- Updated wastewater percolation rates for 2009 to 2019
- Updated groundwater replenishment rates for 2009 to 2019
- Updated Whitewater River Groundwater Replenishment Facility (WWR-GRF) and Thomas E. Levy GRF (TEL-GRF) recharge basin areas
- Added Palm Desert Groundwater Replenishment Facility (PD-GRF)
- Updated production well pumping data sets for 2009 to 2019
- Adjusted model timesteps from 10 to 12 per annual stress period
- Created new shallow and deep aquifer observation well groups for calibration assessment

In general, the original model grid, layering, horizontal and vertical hydraulic conductivity, and aquifer storage parameters were unchanged from the *2010 CVWMP Update* model version. The MODFLOW computer program uses subroutines called packages that read specific individual input data files for site features such as wells or drains, depending on the types being simulated. The same MODFLOW Packages were used in the historical and updated model versions.

For the 1997 to 2019 update, most of the inflow and outflow input data used in the *2010 CVWMP Update* version for the period 1997 to 2008 were retained, but actual measurements and better estimates of recharge and discharge were used for the simulation period of 2009 to 2019. Exceptions to this included the annual subsurface boundary inflow rates from the Mission Creek Subbasin, where the entire 1997 to 2019 simulation period was updated using inflow rates simulated by the Mission Creek MODFLOW model, which overlaps the Indio Subbasin model (Wood, 2021). Adjustments were also made to the 1997 model

initial conditions and 1997 to 2008 production well pumping in the Garnet Hill Subarea to improve model calibration.

Changes were also made to how the model input data are pre- and post-processed, and how the model is managed and run. The original and *2010 CVWMP Update* versions of the model used a series of spreadsheets and FORTRAN programs to format the input data into standard MODFLOW package input files and to post-process the results. Model input was generated as MODFLOW Package ASCII files that were read by an executable table version of the MODFLOW FORTRAN program.

For the *Alternative Plan Update*, the *2010 CVWMP Update* MODFLOW input files were imported to the Aquaveo Groundwater Modeling System (GMS), a MODFLOW pre- and post-processing computer program that was used to update, run and post-process the model. Some inflow and outflow model input data were pre-processed using the project GIS database and spreadsheets, and the input data were imported and stored within GMS, allowing for efficient processing of model runs. Updated model input files are organized in a GMS data management system that includes GIS layers, 'map-based' inputs including points, arcs, and polygons of input data, and model grid-based datasets. Model output including simulated water level maps, hydrographs, and water budget output are also stored and post-processed using the GMS software.

## 7.2 Model Input and Construction

The groundwater model area is shown on Figure 7-1. The upstream and downstream ends of the model are near the San Gorgonio Pass area in the northwest and the northern portion of the Salton Sea in the southeast, respectively. The southwest edge of the model represents the interface between the unconsolidated sedimentary aquifers of the Indio Subbasin and the consolidated to semi-consolidated rocks of the San Jacinto and Santa Rosa Mountains. The northeast flank of the model represents the interface between the unconsolidated aquifers of the Subbasin and consolidated to semi-consolidated rocks of the Little San Bernardino Mountains, Indio Hills, and Mecca Hills, and the Mission Creek and Desert Hot Springs Subbasins. The adjacent San Gorgonio Pass, Mission Creek and Desert Hot Springs Subbasins are not included in the active model area, but subsurface outflow from these Subbasins into the Indio Subbasin is included in the boundary conditions.

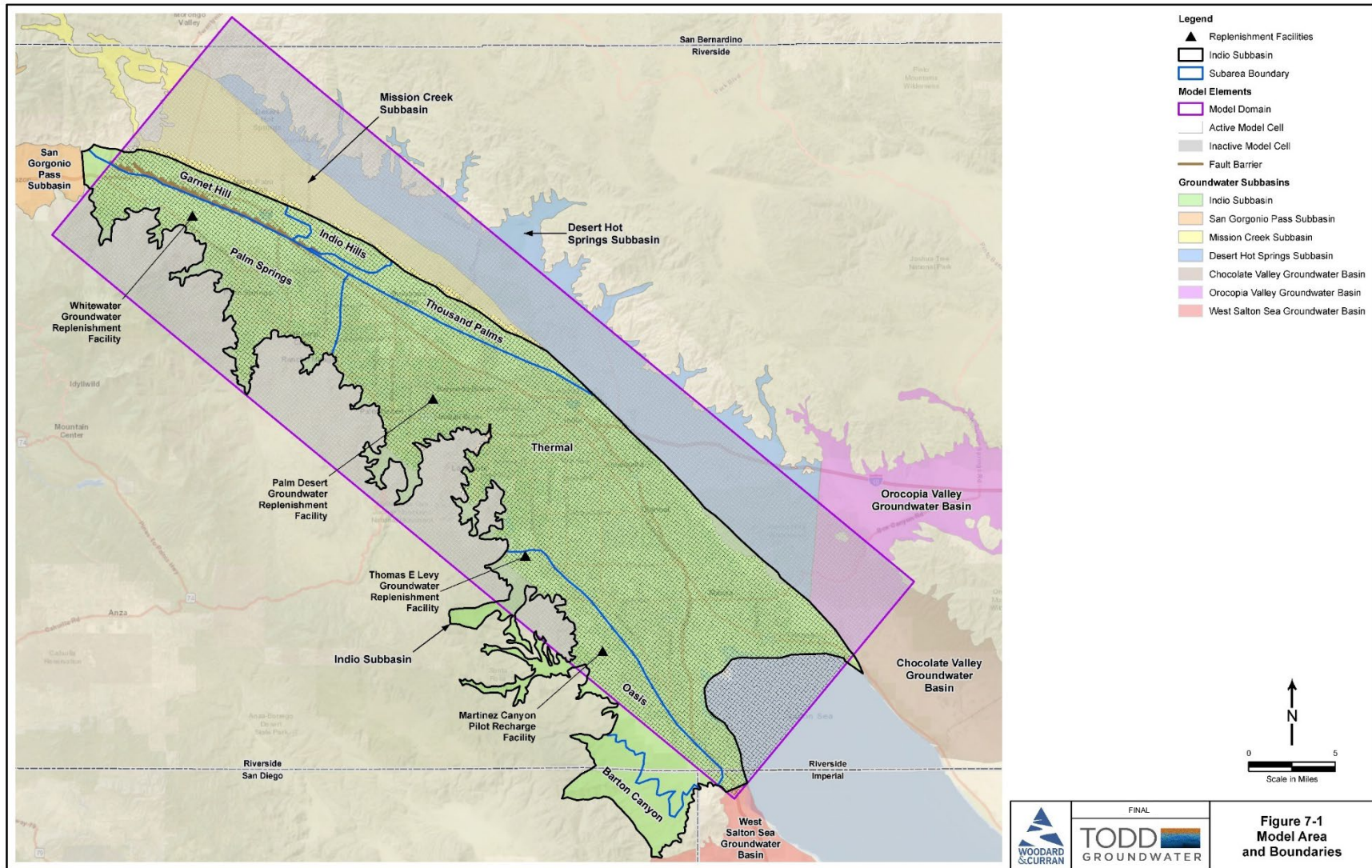
### 7.2.1 MODFLOW Code and Input Packages

The original Indio Subbasin model was constructed using the USGS 'MODFLOW 88' code. For the *2010 CVWMP Update* and *Alternative Plan Update* versions of the model, the code was updated to 'MODFLOW 2005'.

The model utilizes the following standard MODFLOW Packages:

- BASIC (BAS)
- BLOCK CENTERED FLOW (BCF)
- HORIZONTAL FLOW BARRIER (HFB)
- WELL (WEL)
- RECHARGE (RCH)
- DRAIN (DRN)
- EVAPOTRANSPIRATION (EVT)
- GENERAL HEAD BOUNDARY (GHB)
- PRECONDITIONED CONJUGATE-GRADIENT (PCG) Solver

Figure 7-1. Model Area and Boundaries



### 7.2.2 Model Grid and Layers

The model consists of a three-dimensional, finite-difference grid of blocks called cells, the locations of which are described in terms of the 270 rows, 86 columns, and 4 layers. At the center of each cell there is a point called a node at which groundwater elevation (head) is calculated. Inflows and outflows through each model cell, through Subareas, and within the entire model grid are also calculated. The Indio Subbasin model has a node spacing of 1,000 ft in the x-y plane, and variable vertical node spacing representing variable thicknesses of the corresponding aquifer or aquitard intervals. The grid is oriented from northwest to southeast along the length of the valley, coinciding with the principal direction of regional groundwater flow (Figure 7-1).

The MODFLOW model comprises four layers, representing the following hydrostratigraphic units:

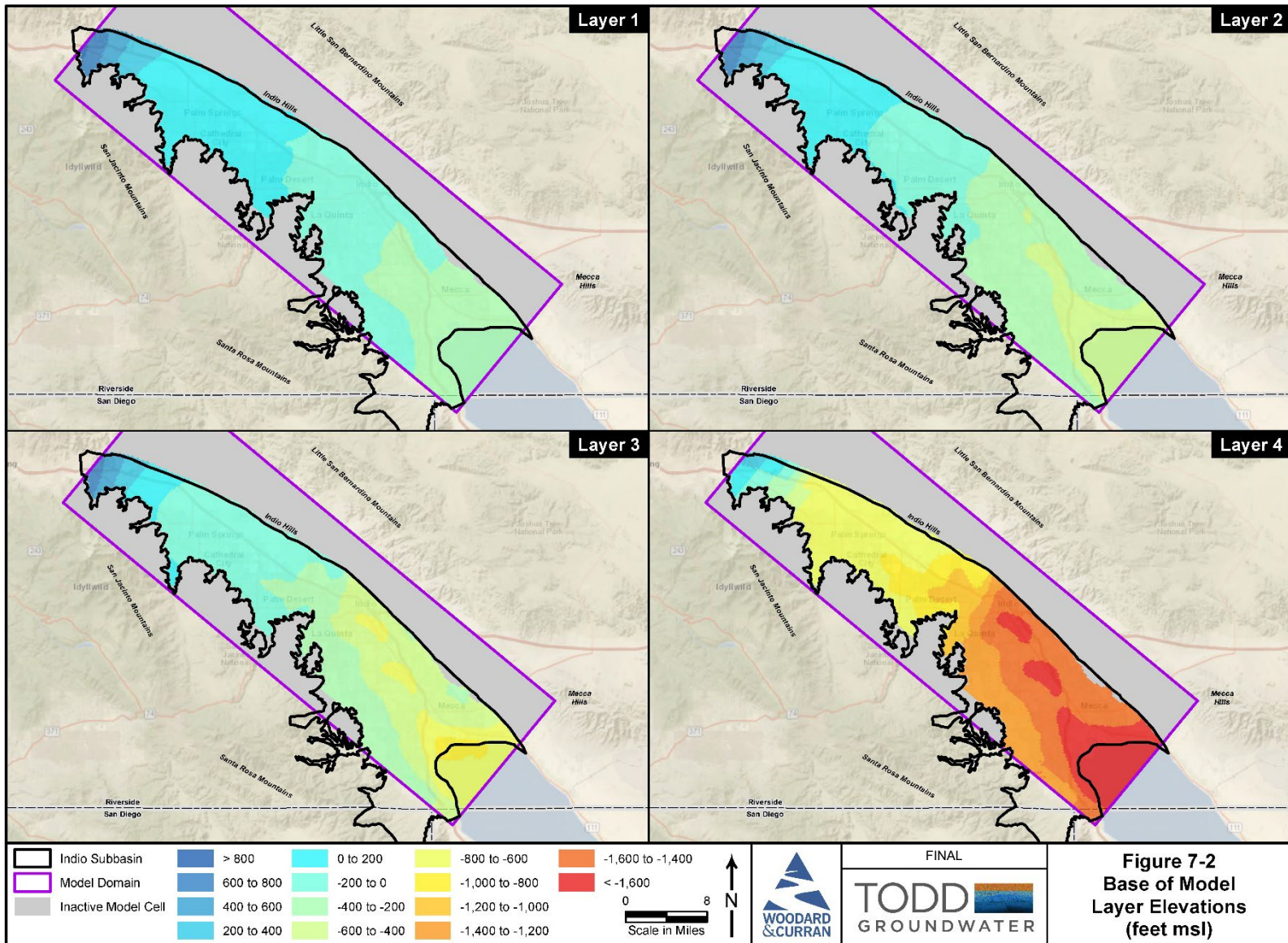
- Layer 1 – semi-perched aquifer in East Valley and upper shallow aquifer in West Valley
- Layer 2 – shallow aquifer zone
- Layer 3 – regional aquitard in East Valley and shallow-deep transition zone in West Valley
- Layer 4 – deep aquifer

The elevation of the tops and bottoms of the model layers are referenced to land surface elevations and reflect aquifer and hydrostratigraphic unit thickness as inferred from borehole data across the basin. Figure 7-2 shows the elevations of the base of each of the four model layers. The model layer elevations in the *Alternative Plan Update* model are unchanged from the original and *2010 CVWMP Update* versions of the model. The top of Layer 1 is represented by the ground surface elevation and elevation of the bottom of the Salton Sea. The bottoms of each layer generally dip to the southeast, subparallel to the ground surface. In the East Valley, model layer thickness follows geologic characterizations by the California Department of Water Resources (DWR) (1979) that were corroborated by analysis of subsurface data. For example, Model Layer 1 approximately corresponds with the semi-perched zone (100 ft thick), Layer 2 with the upper aquifer unit (80 to more than 260 ft thick), Layer 3 with the regional aquitard (80 to more than 270 ft thick), and Layer 4 with a lower aquifer unit (1,000 ft thick). In the West Valley, aquifer thickness estimated by USGS (Reichard and Meadows, 1992) was initially used and later revised during model calibration.

### 7.2.3 Aquifer Properties and Horizontal Flow Barrier

Distributions of aquifer hydraulic properties including aquifer transmissivity, horizontal and vertical hydraulic conductivity, and unconfined and confined storage coefficients were developed as a part of the original 1936 to 1996 model to simulate the aquifer and aquitard units in the shallow and deep aquifer zones. The aquifer hydraulic properties in the *Alternative Plan Update* model are unchanged from the original Layer 2 of the *2010 CVWMP Update* versions of the model.

Figure 7-2. Base of Model Layer Elevations



Aquifer hydraulic properties control the rates of groundwater flow, amounts of water in storage, and aquifer responses to recharge and pumping. Initial estimates of transmissivity (T) were obtained in part from previously calibrated values used in an early groundwater model constructed by Reichard and Meadows (1992) for the West Valley, some pumping test results for the East Valley, and abundant specific capacity data for the entire valley. Hydraulic conductivity (K) of the confining bed was estimated based on the sediment texture and heterogeneity and was treated as a calibration parameter.

Heterogeneity was treated as a calibration parameter in the original 1936 to 1996 model. Similarly, vertical K (Kv) of the aquifer zones was based on the degree of fine-grained bedding present in electric and drillers logs. This parameter was also adjusted in the original model calibration.

### 7.2.3.1 Hydraulic Conductivity and Storage Coefficients

Figure 7-3 shows the distribution of horizontal hydraulic conductivity in each model layer. Most model cells were assigned moderate to high hydraulic conductivities, based on the pumping test and specific capacity data, and reflect the properties of the coarse sand and gravel deposits that predominate in the subsurface. Hydraulic conductivities are higher on the southwest margins of the West Valley grading to lower values in the East Valley. Permeabilities also generally decrease southeastward toward the Salton Sea. Southeast of the City of Indio, tight silts and clays up to 100 feet thick are present in the upper aquifer and create a semi-perched zone. Lower permeabilities were assigned to these model cells within Model Layer 3.

The specified ratio of horizontal to vertical hydraulic conductivity varies between 10 and 100 throughout the model, based on the degree of fine-grained bedding present in electric and drillers logs.

Figure 7-4 shows the distribution of aquifer storage coefficients in each model layer (specific yield for Model Layer 1 and specific storage for Layers 2-4). Distribution of specific yield (Sy) from Reichard and Meadows (1992) was initially used in the upper valley for Model Layer 1; these values were subsequently modified slightly during the original model calibration. Similar specific yield values were initially estimated for the unconfined areas and semi-perched zone in the lower valley; these values were later adjusted during calibration. Layers 2, 3, and 4 are convertible (unconfined/confined), and use two storage coefficients: specific yield for unconfined conditions when the simulated water level drops below the top of the layer, and specific storage when the layer is confined. The specific yield values for Layers 2-4 are the same as those used for Layer 1. Specific storage (Ss) values were estimated for each of the Model Layers 2, 3 and 4, and were multiplied by layer thickness to obtain storage coefficient (S) for each model layer. Ss varied in confined versus unconfined areas. Storage coefficients of the aquifer system are much greater in the upper unconfined alluvium than in the deeper confined units.

### 7.2.3.2 Horizontal Flow Barrier

The Garnet Hill Fault forms a partial barrier to flow between the Garnet Hill and Palm Springs Subareas. The MODFLOW Horizontal Flow Barrier (HFB) Package was used to simulate the barrier effects of this fault. The fault is simulated as an HFB in each of Model Layers 1-4. Different conductance values were assigned along different segments of the HFB and adjusted during 1936-1996 original model calibration. For the *Alternative Plan Update* model and 1997-2019 calibration update, additional adjustments were made to the southern portion of the Garnet Hill Fault HFB to improve calibration in the Garnet Hill Subarea. Several model calibration runs were made using different distributions of conductance along the HFB segments until simulated 1997 to 2019 water levels in both the Garnet Hill and Palm Springs Subareas were calibrated.



Figure 7-3. Model Layer Hydraulic Conductivities

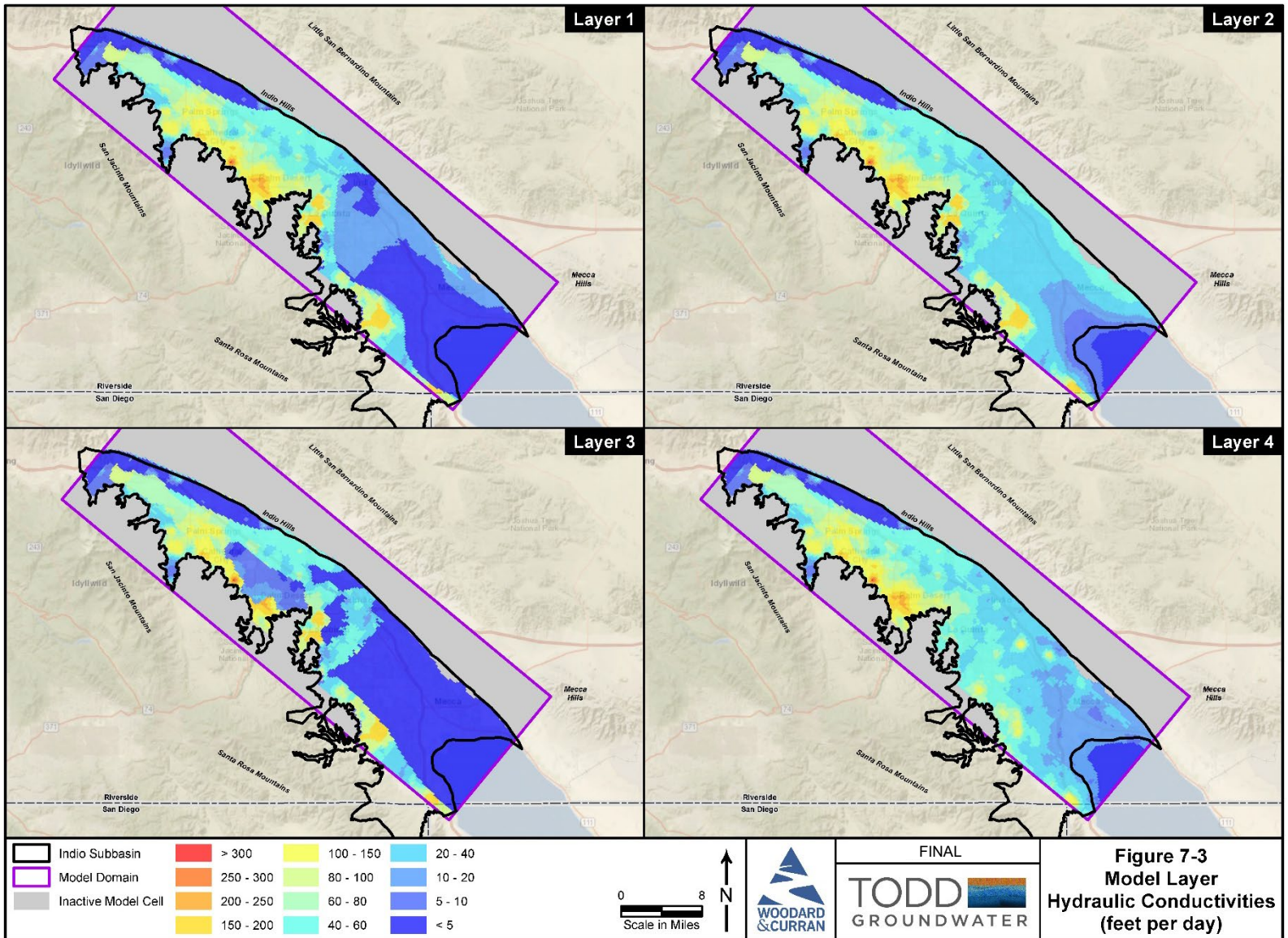
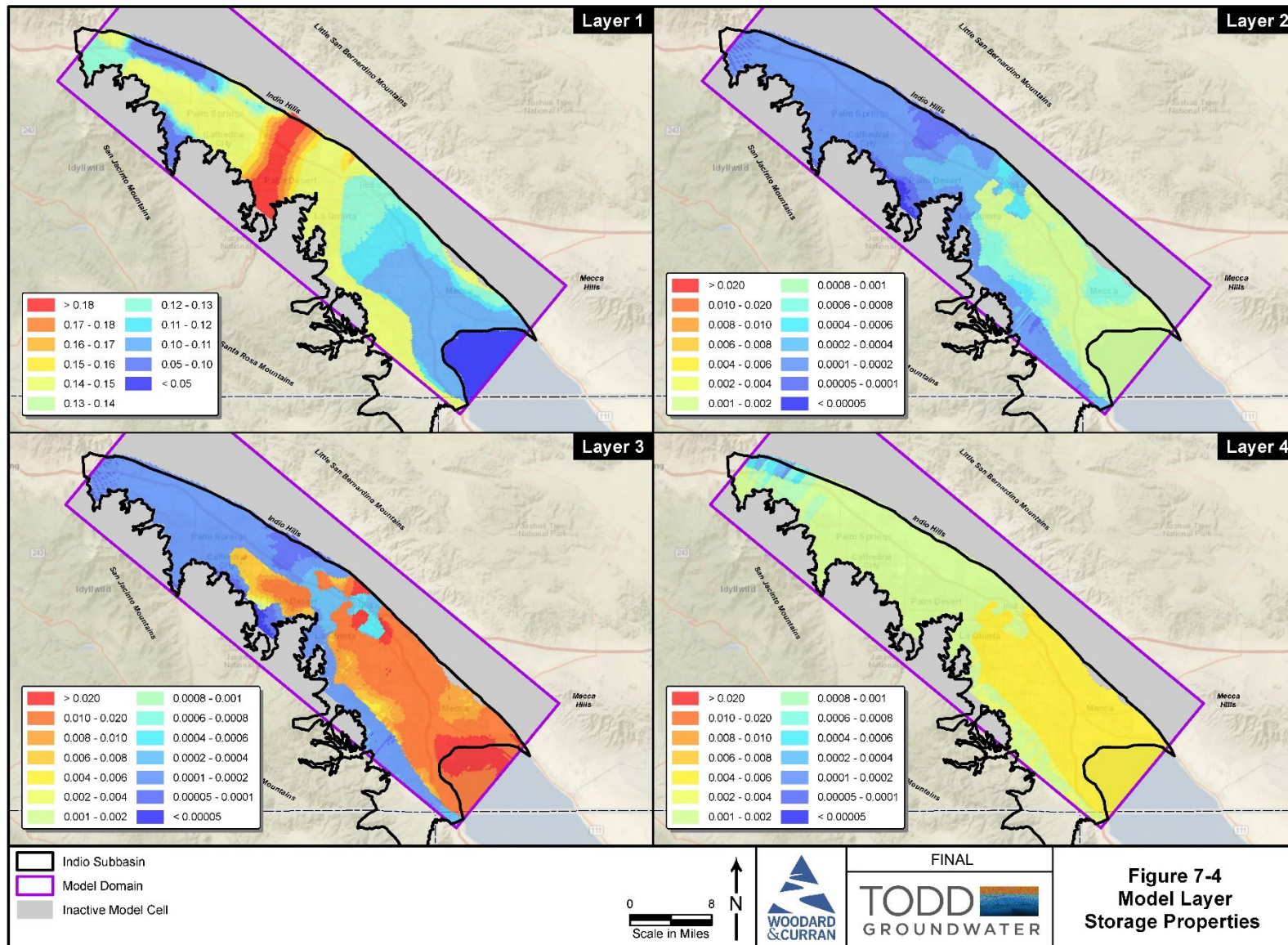


Figure 7-4. Model Layer Storage Properties



#### 7.2.4 Initial Conditions

Initial head conditions in the *2010 CVWMP Update* model are based on the final computed heads for each cell at the end of the 1936 to 1996 calibration simulation, corresponding to the beginning of calendar year 1997. This approach maintains consistency between the model-computed heads and flows from the original calibrated model, as well as continuity between the calibration and predictive models.

Figure 7-5 shows the 1997 initial conditions used in Model Layers 2 and 4, representing the shallow and deep aquifers, respectively. For the 1997 to 2019 model update, the initial conditions used for most of the model area are the same as in the *2010 CVWMP Update* model. However, local adjustments were made to the initial conditions in the Garnet Hill Subarea, to correct observed-simulated head offsets at the beginning of the 1997 to 2019 simulation. These adjustments, along with changes in HFB conductance and inflow rates from the Mission Creek Subbasin, improved calibration quality in the Garnet Hill Subarea for the updated 1997 to 2019 simulation.

#### 7.2.5 Inflows

The Indio Subbasin is recharged through a combination of natural inflows of surface water and groundwater, recharge of imported water, wastewater percolation, and irrigation return flows. Sources of recharge to the Subbasin include:

- Subsurface inflow from the San Gorgonio Pass, Mission Creek, and Desert Hot Springs Subbasins
- Mountain front and stream channel recharge
- Artificial recharge of imported water
- Wastewater percolation
- Return flows from irrigation (municipal/domestic, agricultural, and golf course) and septic systems

Inflows from the Salton Sea have also been assessed in order to provide a comprehensive accounting of the water budget. As discussed in Section 7.4, inflows from the Salton Sea have been small and groundwater outflows to the Salton Sea also occur. Net groundwater flow has been toward the Salton Sea since 2015.

Figure 7-6 shows the locations of the point sources of recharge including subsurface inflow, mountain front, stream channel, groundwater replenishment, and wastewater percolation. Additional recharge of irrigation return flows is distributed across large areas of the model. For the 1997 to 2019 update, most of the recharge amounts simulated in the *2010 CVWMP Update* for the period 1997 to 2008 were unchanged, but new recharge rates for the period 2009 to 2019 were calculated and used as model recharge input.

Subsurface inflow from the Mission Creek Subbasin was updated for the entire 1997 to 2019 period, based on values recently generated from the Mission Creek Subbasin MODFLOW model (Wood, 2021). Subsurface inflow from the San Gorgonio Pass Subbasin was not changed from the *2010 CVWMP Update* model, as updated values were not available from the San Gorgonio model for this *Alternative Plan Update*. Subsurface inflows from the Mission Creek and San Gorgonio Subbasins used in the 1997 to 2019 model update are shown on Figure 7-7. Subsurface inflows are simulated using the MODFLOW WEL Package.

Figure 7-5. Model Initial Conditions 1997

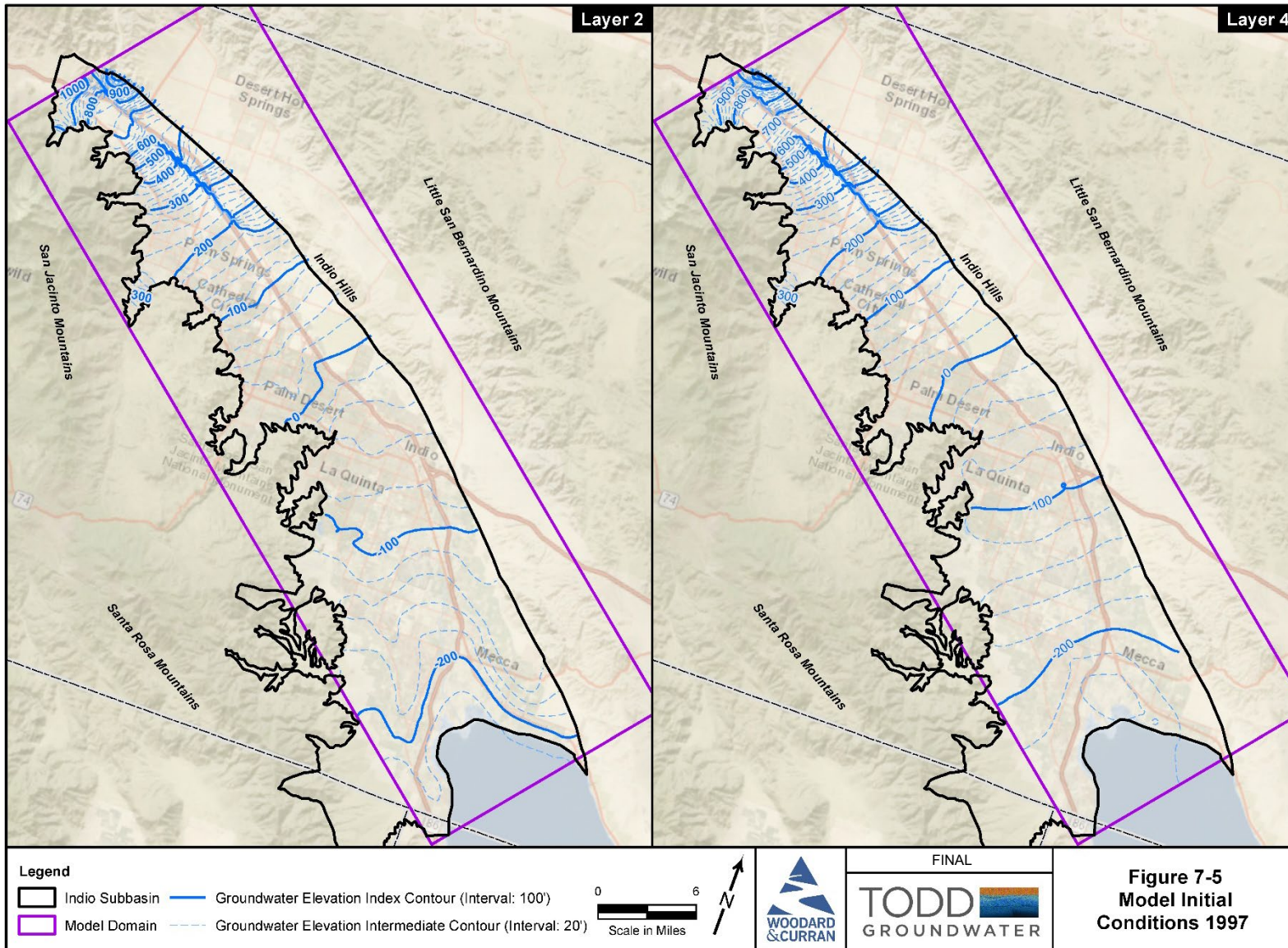
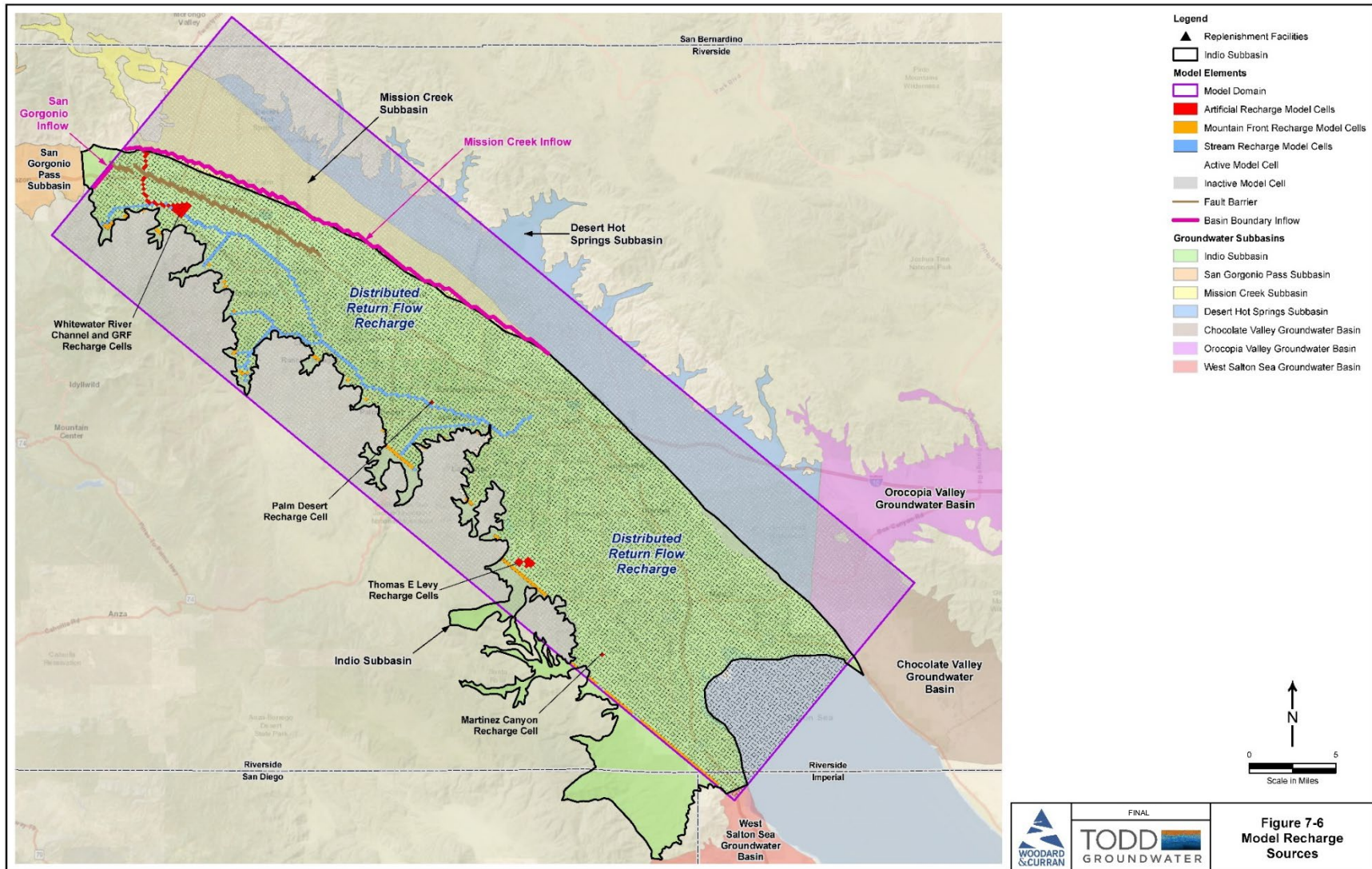
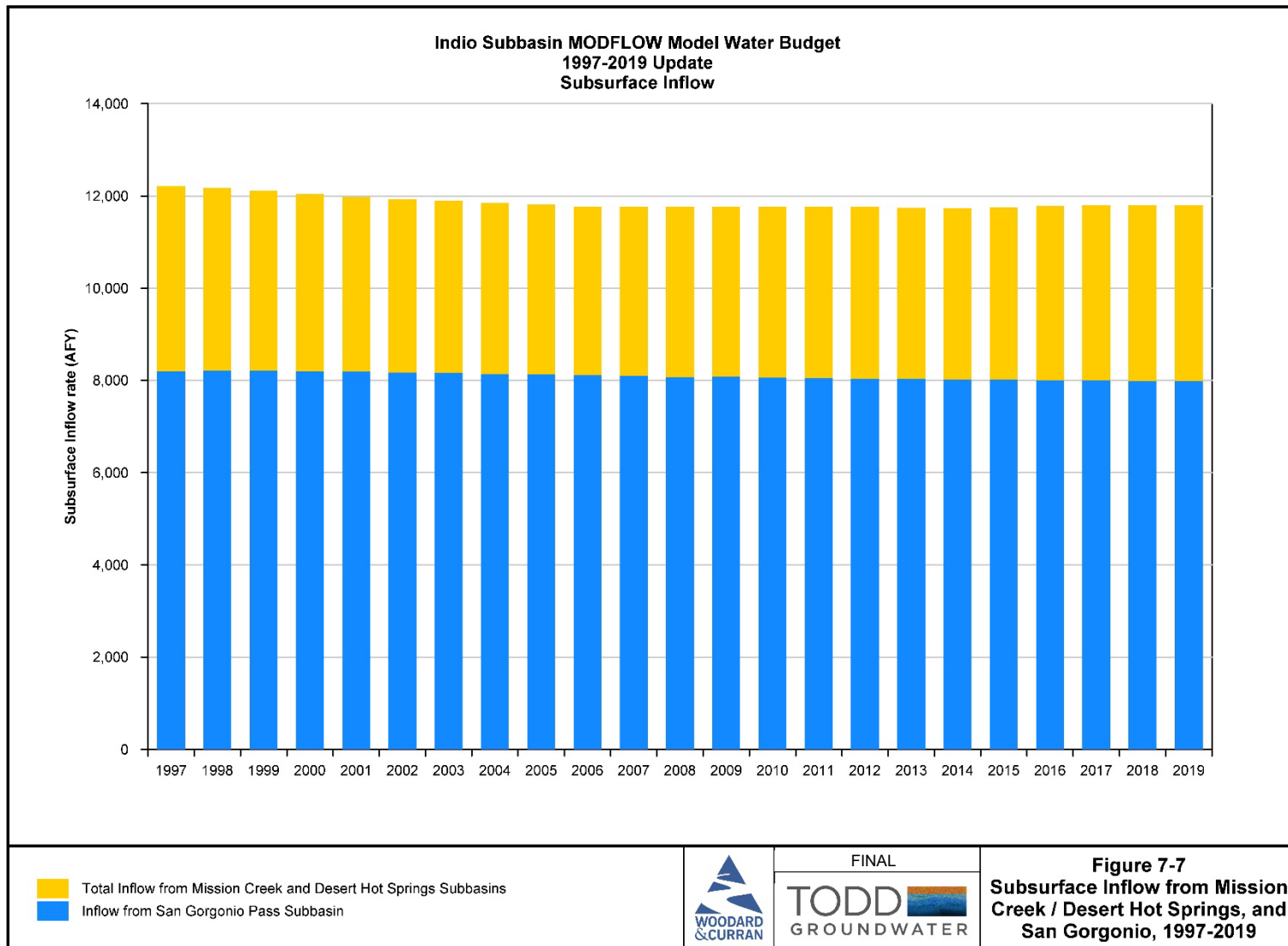


Figure 7-6. Model Recharge Sources



**Figure 7-7. Subsurface Inflow from Mission Creek/Desert Hot Springs and San Gorgonio, 1997-2019**



Each of the other sources of recharge was estimated individually, then accumulated into a combined MODFLOW RCH Package. Recharge rates over time were accumulated on a model grid cell basis, accounting for cell areas to preserve total recharge amounts, and applied as recharge to the uppermost active model layer (primarily Model Layer 1, except where this layer is dry). The MODFLOW RCH Package also was used to simulate mountain front and stream channel recharge rather than one of the MODFLOW Streamflow Routing Packages, which are sometimes used to simulate groundwater-stream interactions.

Figure 7-8 shows the annual contribution of each source of recharge from 1997 to 2019. For the period 1997 to 2008, the total recharge is the same as was used in the *2010 CVWMP Update* model. For this period, the model inputs are only available as mountain front and stream channel recharge, artificial recharge, and total recharge rates. Mountain front and stream channel recharge are combined on Figure 7-8 as natural infiltration, and artificial recharge is shown as managed aquifer recharge (MAR). While the data for various recharge sources are available, the *2010 CVWMP Update* model input for 1997 to 2008 is not separated by recharge source. Because the model area does not cover the entire Indio Subbasin area, the allocation by source to the total model recharge input (as shown on the figure) was estimated. The allocation of other recharge inputs in the model (including return flows specified on the graph) was estimated based on water balance information from Indio Subbasin annual reports (see Todd Groundwater and Woodard & Curran, 2021).

The following sections describe each of the sources of recharge to the Subbasin.

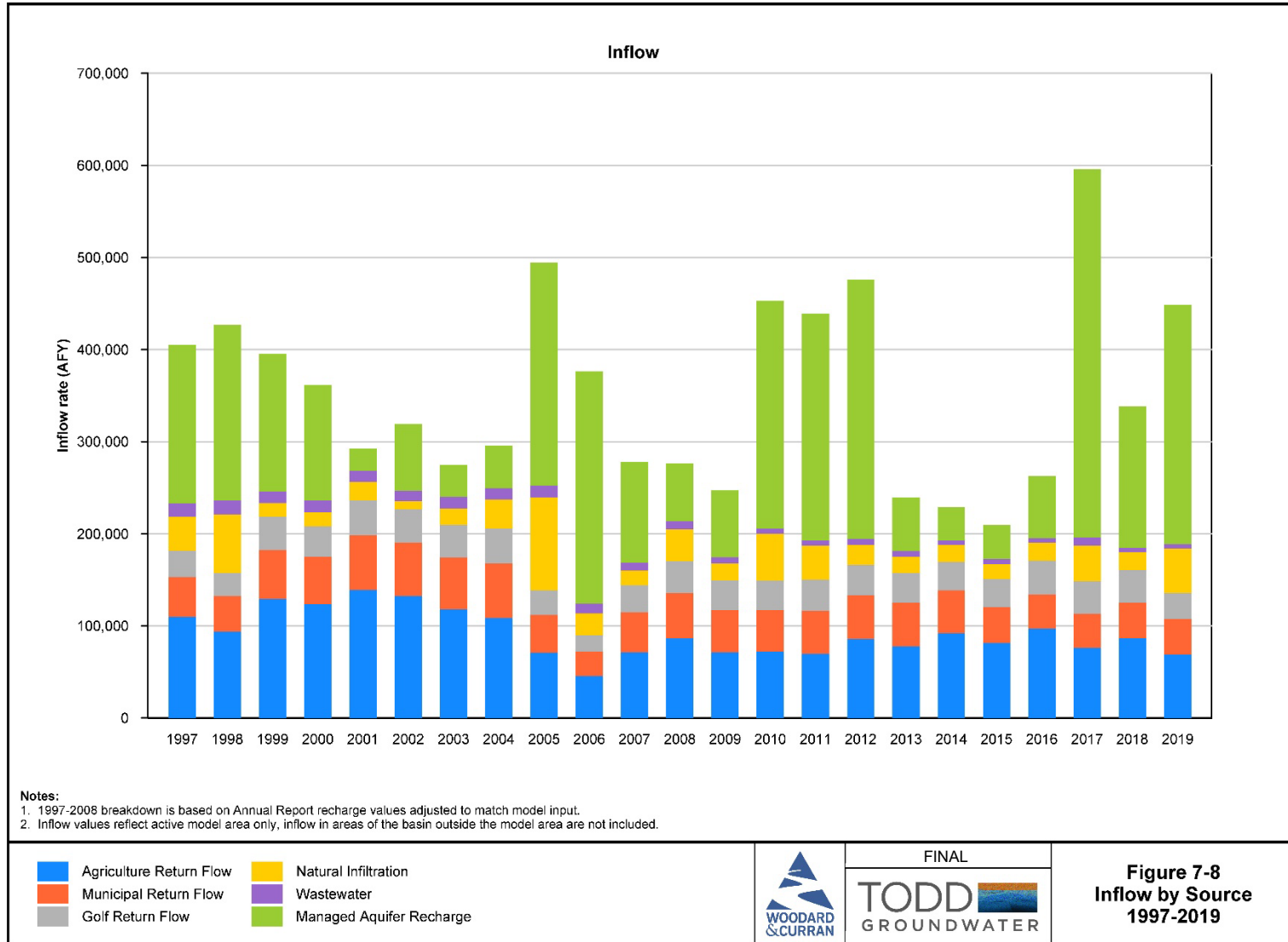
#### 7.2.5.1 Subsurface Inflows

Figure 7-6 shows the locations of subsurface inflows specified in the northwestern and eastern boundaries of the model. These boundaries simulate inflow from San Geronio Pass (SGP) and Mission Creek (MC) Groundwater Subbasins. Flux estimates for each boundary were applied to Model Layers 1 through 4.

In the original historical model, the amounts of flow from the SGP Subbasin were computed by the model with a time-dependent specified head boundary using the MODFLOW CHD Package. In the *2010 CVWMP Update* model, the boundary condition was changed from a CHD boundary to a specified flux boundary, which is used to represent the long-term average inflow for each cell. The amount of inflow was based on a running average of the historical fluxes estimated using the CHD boundary and was set to a value of approximately 8,200 AFY in the *2010 CVWMP Update* model, decreasing slightly between 1997 and 2019 (Figure 7-7).

Uncertainty exists in the actual amounts of inflow from the SGP Subbasin. A Groundwater Sustainability Plan and calibrated MODFLOW model are currently in preparation for the SGP Subbasin (that Plan also will be submitted to DWR in January 2022). The SGP GSAs also acknowledge that the quantity of subsurface outflow at the SGP Subbasin eastern boundary with the Indio Subbasin represents one of the largest unknowns in the SGP water budget and groundwater modeling. Based on the preliminary SGP model, historical subsurface outflow from the SGP Subbasin ranged from approximately 18,000 to 29,000 AFY between 1997 and 2019, with an average outflow of around 25,000 AFY. These values are higher than the amounts used as boundary inflow in the historical Indio model.

Figure 7-8. Inflow by Source 1997-2019





The Indio and SGP Subbasin GSAs have discussed this discrepancy, and plan to reconcile the differences as a part of the next 5-Year Plan update. The outflow/inflow amounts will be refined based on the following planned tasks:

- Sensitivity and Uncertainty Analysis using the San Gorgonio Pass Subbasin MODFLOW model
- Review of upcoming data from three nested monitoring well clusters installed in 2019 by the USGS near the Subbasin boundary, followed by evaluation and model calibration to recent (and future) water level trends
- Sensitivity simulations for the Indio Subbasin model using a range of subsurface inflows.

The SGP Subbasin GSAs also are reportedly considering a potential groundwater tracer study near the boundary between the SGP and Indio Subbasins to further estimate the flow amounts.

It is anticipated that these refined evaluations and continued collaboration will allow reconciliation of historical and predicted future subsurface out/inflows between the Subbasins. Subsurface inflow also occurs from the Mission Creek and Desert Hot Springs Subbasins into the Indio Subbasin, across the Banning and San Andreas faults.<sup>1</sup> These faults consist of several parallel faults and form the northeasterly boundary of the Indio Subbasin. Groundwater level differences across the Banning Fault in this area were historically on the order of 200-250 feet. The estimated flow across the Banning Fault into the Garnet Hill Subarea and Indio Subbasin in the *2010 CVWMP Update* model was set to a constant value of approximately 2,000 acre-feet per year (AFY). For the 1997 to 2019 update, these flows were defined through a collaborative effort between Mission Creek and Indio Subbasin modelers. The rates of inflow to Indio Subbasin over time were updated using annual values obtained from the Mission Creek Subbasin model (Wood, 2021). The inflow rates vary slightly over time (Figure 7-7), and were allocated by Mission Creek modelers over four boundary segments: from Mission Creek Subbasin to Garnet Hill Subarea across the Banning Fault, from Mission Creek Subbasin to Indio Hills West (the portion of Indio Hills within Indio Subbasin), from Indio Hills East (the portion of Indio Hills outside Indio Subbasin) to Indio Hills West, and from Indio Hills East to the Indio Subbasin across the Banning Fault. Total inflow from the Mission Creek and Desert Hot Springs Subbasins into the Garnet Hill Subarea and Indio Subbasin is relatively constant at approximately 4,000 AFY.

The Garnet Hill Fault also forms a partial barrier to flow and demarcates the Garnet Hill and Palm Springs Subareas internal to the model. This barrier was simulated using the MODFLOW HFB Package as previously described and allows variable flow between the Subareas.

### 7.2.5.2 Surface Water Inflows

Recharge from mountain front inflow and from percolation of stream flows into the Indio Subbasin was estimated for 24 watersheds and stream channels along the southwest edge of the model, along the interface between the Indio Subbasin and the consolidated rocks of the San Jacinto and Santa Rosa Mountains. Many of these watersheds are gaged; gage locations are shown on Figure 2-9 in Chapter 2, *Plan Area*.

Figure 7-6 shows the locations of the model cells used to represent mountain front and stream channel recharge. No explicit mountain front and stream channel recharge is assumed along the eastern boundary

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<sup>1</sup> Refer to Figures 3-1 and 3-2 in Chapter 3, *Hydrogeologic Conceptual Model*, for Subbasins and Subareas. The Indio Hills West area is within the Indio Subbasin and Indio Hills East is in the Mission Creek Subbasin.

of the model. However, subsurface inflow in this area from the Mission Creek and Desert Hot Springs Subbasins is accounted for as described in the previous section.

The same methodologies used in the original and *2010 CVWMP Update* models (Fogg, 2000) were applied to estimate annual mountain front and stream channel recharge for the 1997 to 2019 model update. Previously estimated values for 1997 to 2008 used in the *2010 CVWMP Update* model were retained, and new estimates of mountain front and stream channel recharge were developed for 2009 to 2019. Total available water from each neighboring watershed was calculated based on annual precipitation, and gaged streamflow (where available). If streamflow was not gaged at a watershed, a rating factor was developed to compare the gaged precipitation and watershed area of a nearby watershed with gaged data. Total watershed runoff was calculated for each watershed on an annual basis. Surface water diversions from the Snow, Falls, Whitewater, and Chino watersheds were accounted before available streamflow was routed through the Subbasin. Figure 7-8 shows the annual amounts of mountain front and stream channel recharge between 1997 and 2019 (labeled as natural infiltration).

### Stream Flow

For stream percolation, it is assumed that 95 percent of the total watershed runoff is available for stream percolation with a portion of that available stream percolation leaving the basin in wet years through surface water flow to the Salton Sea. Watershed runoff is estimated using all available precipitation and stream gauge measurements from the tributary watersheds located along the western edge of the model. The expected runoff and routing, as well as the recharge locations, use the same methodology as the original and *2010 CVWMP Update* models.

The model cells receiving streamflow percolation are shown in blue on Figure 7-6. The resulting available stream flow (95 percent of total watershed runoff) less diversions and subsurface flow for the upper valley (Snow, Falls, and Whitewater streams) is expected to completely percolate to the basin. In a change from the original model, water is routed down the upper portion of the Whitewater River in all years. Previously, all available stream recharge in dry years was assumed to recharge the model at the edge of the basin, causing increased simulated water levels over observed water levels in some years.

Further down the valley, only selected watersheds are assumed to recharge the basin in wet years along streams tributary to the Whitewater River (Andreas, Chino, Dead, Deep, Murray, Palm, Tahquitz, and Unnamed Watershed #2). In wet years, the available streamflow is routed through stream cells such that the resulting simulated flow at the Whitewater River gauge at Indio matches the observed volume. This means that in extremely wet years, up to 12,800 acre-feet (AF) flows from the lower valley watersheds through the Whitewater River into the Coachella Valley Stormwater Channel and enters the Salton Sea.

The flow of each surface waterway was distributed over the model cells using a stream channel routing factor, one for the upper valley streams and one for streams further down the valley. The respective routing factors were calculated for each wet year, such that flow recharges the model over the course of the surface waterway in the upper valley. The stream routing results in a calculation of the volume of water that percolates and the volume that remains as surface water for each cell of the surface waterway. The remaining surface water flow at the location of the USGS Indio gage is equal to the monitored flow at that gage. In short, the available streamflow less flow out of the basin percolates along the surface waterways.

### Mountain Front Recharge

In addition to the streamflow percolation, the available watershed runoff also recharges the Indio Subbasin as subsurface inflow via fractured bedrock along the perimeter of the alluvial aquifer. The locations in the model for such mountain front recharge is shown as the green model cells on Figure 7-6. Mountain front recharge has been estimated using total watershed runoff and assuming that an additional 10 percent of the 4-year moving average of total watershed runoff is available for subsurface flow. This is an estimate based on the expected runoff and relative difference of hydraulic properties between the fracture bedrock and permeable basin (Fogg, 2000). The longer timeframe acknowledges that subsurface flow is slower than surface water flow and affected by hydrologic conditions of previous years. The annual volume of recharge from stream flow and mountain front recharge is shown on Figure 7-8 as natural infiltration.

#### 7.2.5.3 Artificial Recharge

The annual volumes of artificial recharge were compiled and applied to the locations of the GRFs shown on Figure 7-6. These include the WWR-GRF, TEL-GRF (formerly called Dike 4), the Martinez Canyon Pilot Project location, and the recently-completed Palm Desert GRF (PD-GRF). While Mission Creek GRF is also used for artificial recharge, it is not in the model domain. Evaporative losses were assumed to be four percent of recharged volume for the WWR-GRF and two percent for all other locations, reflecting the larger surface area and windier conditions at the WWR-GRF. These estimates are consistent with evaporative losses estimated in previous planning reports. Total annual recharge volumes at the replenishment facilities are shown on Figure 7-8, indicated as MAR.

#### 7.2.5.4 Wastewater Discharges

There are eight wastewater treatment plants/water reclamation plants (WWTPs and WRPs) currently operating in the Indio Subbasin, with another under construction (see Figure 2-5 for locations). Eight of these are within the active area of the model. Four of these (WRP-2, WRP-4, WRP-7, and WRP-10) are operated by CVWD, and a fifth, WRP-9, was decommissioned in 2015. WWTPs also are operated by City of Palm Springs (Palm Springs WWTP/Desert Water Agency [DWA] WRP), Valley Sanitation District (VSD), and Coachella Sanitation District (CSD). A new Regional WRF is currently under construction by Mission Springs Water District (MSWD) in the Garnet Hill Subarea. Four wastewater plants currently discharge to disposal ponds (Palm Springs WWTP and CVWD WRP-2, WRP-7, and WRP-10), and the MSWD Regional WRF plans to do so at start-up in 2022. The ponds have evaporative losses, calculated by the area of ponds and expected annual evaporation. The remaining volume percolates into the Subbasin, as shown on Figure 7-8. It should be noted that, as percolated wastewater is recycled for use, groundwater pumping decreases, but net return flows to groundwater are reduced.

The other wastewater plants (CVWD WRP-4, VSD, and CSD) discharge to the Coachella Valley Stormwater Channel (CVSC), and no percolation to the Subbasin is assumed from the stormwater channel.

#### 7.2.5.5 Applied Water Return Flows

In areas with irrigated crops, golf courses, and municipal landscaping, irrigation is assumed to be applied when soil moisture falls below a certain threshold. When soil moisture exceeds the root zone storage capacity, the excess irrigation becomes deep percolation to the aquifer. Rainfall and irrigation water come together in the root zone and in deep percolation. For the purposes of displaying an itemized water

balance, the amount of deep percolation derived from each type of irrigation is estimated as a percentage of the simulated irrigation quantity.

### **Agricultural Return Flow**

This inflow component accounts for the portion of irrigation water that is applied in excess of the evapotranspiration (ET) of the crop, as well as excess precipitation that either percolates directly or runs off and percolates in nearby areas (defined herein as irrigation return flows). For agricultural areas, individual crops are associated with different amounts of irrigation and therefore different return flows based on crop ET and irrigation efficiencies.

Because irrigation is not 100 percent efficient, water is applied in excess of the ET demand. Irrigation efficiency, the percentage of applied water needed beyond the ET demand of the crop, can vary significantly depending on factors including geographic setting, irrigation method, and crop types. Agricultural deliveries of imported water and groundwater pumping are accounted for and compared with the total crop consumptive use on an annual basis to estimate the irrigation return flows.

The basic methodology used to develop agricultural demand was to calculate crop consumptive use and compare that with total agricultural water use. Land use maps from DWR, annual conservation reports, as well as the trimester CVWD Crop Censuses and interviews with larger growers in the area were used to develop monthly crop acreages. Crop consumptive use was calculated from the ET needs of the specific crops, accounting for irrigation efficiency and effective precipitation in order to estimate applied water per acre. The ET needs of a crop can be estimated as  $ET_c = K_c * ET_o$ , where  $ET_c$  is the ET demand of the crop,  $K_c$  is the crop coefficient, and  $ET_o$  is the reference ET of the geographic area. The daily reference ET and precipitation were downloaded from the California Irrigation Management Information System (CIMIS) for the local Thermal Springs station.

Monthly crop coefficients ( $K_c$ ) and growing season information for over 63 crops have been derived from the DWR irrigation estimation tool CPU M+ version 6.9 (DWR 2021). The ET needs of bare soil are accounted in the DWR crop coefficient estimate; if the ET demands of bare soil are higher than those for the crop during a growing season, then the applied water would need to meet the bare soil demand. According to interviews with local growers, the growing season for each crop type was applied to the CPU crop coefficients (DWR, 2021). In addition, many growers apply irrigation for certain crops in non-growing seasons for climate modification (e.g., frost protection) and/or leaching. The crop coefficient was used to account for some ET, but the remainder is assumed in the surplus of supply to crop demand, thus increasing the return flow volumes. The  $ET_c$  values were similar to previous values used in CVWD planning (Stantec, 2019), but the DWR method allows for more flexibility in the specific growing seasons and irrigation practices of the Subbasin.

The monthly ET needs of a crop can be satisfied by either applied irrigation or through natural precipitation. Total irrigation was estimated to be the ET demand of the crop less precipitation. Although the amounts in the Indio Subbasin are small, precipitation that exceeds the daily ET demand of a crop is assumed to percolate and is also included in the agricultural return flow estimate.

The comparison of crop consumptive use and delivered agricultural supply was used to calculate an annual return flow percentage. Agricultural supply totals are available for groundwater and surface water deliveries and aggregated on a Township Range Section basis to compare with crop consumptive use.

The Conservation Reports estimated an irrigation efficiency of 72 percent each year (Stantec, 2019), while the annual supply and demand analysis indicates that annual irrigation efficiency varies from 67 to 74 percent, with an average irrigation efficiency of 71 percent of water supply for the period 2009-2019. The remaining agricultural irrigation use (29 percent) becomes return flow. The return flows were distributed throughout the model area based on the crop demand and applied by Township Range. Total annual return flows for agricultural irrigation are shown on Figure 7-8.

### **Golf Course Return Flow**

Like agricultural return flows, irrigation water applied in excess of golf course water demand will result in return flow. Golf courses in the Indio Subbasin are supplied through a variety of sources including imported water, recycled water, potable water from water systems, and onsite groundwater wells. Irrigation demand for a golf course is dependent on the number of holes, the type and area of turf, and other landscaping. CVWD estimates irrigated area for some golf courses in their service area (for example, in reports on non-potable water). The approximate irrigated area for each golf course was digitized from aerial photos and compared to CVWD estimates (if available) to help calculate the estimated irrigation demand.

The irrigation supply for each golf course was totaled on an annual basis and compared to annual demand. The results were averaged by municipal area by year, yielding an average golf course return flow range of 21 to 44 percent. The percentage of golf course demand that results in return flow varies over the basin. The volume of return flow for golf was totaled for each planning Subarea (Subareas are defined in the Water Demand section) and then applied to the digitized irrigated areas of golf within that Subarea. Previous planning documents have estimated golf course irrigation efficiency, assuming a constant 38 percent average over Irrigation District 1 (Stantec, 2019). The supply and demand methodology varies by time and Subarea, but the basin wide average amounted to 34 percent from 2009 to 2019, similar to previous estimates. Figure 7-8 shows the estimated annual golf course return flow over the model period.

### **Municipal and Domestic Return Flow**

Municipal and domestic return flows to the groundwater basin can result from indoor use (septic tank effluent), outdoor use (landscaping irrigation returns in excess of evapotranspiration), and system losses (pipe leaks). Accordingly, a key indicator for return flows is the relative amount of water used indoors versus outdoors. This varies geographically. For example, landscape irrigation is a significant water use in the West Valley and less so in the East Valley. In addition, the extent of sewer systems and conversely, reliance on septic systems are variable across the Subbasin. For these reasons, this analysis included assessment for each planning Subarea of 1) the percent of outdoor demand that is expected to result in irrigation return flow and 2) the volume that is expected to flow to the septic system. Annual outdoor demand estimates by Subarea were developed as documented in Chapter 5, *Demand Projections*. The volume of septic system flow was assessed in Chapter 6, *Water Supply*, for future use based on the sewersheds. Available information on estimated septic return flow was available for 2020 and was projected for 2025 to 2045. Expansion of sewer areas over the past ten years and estimated projection over the next ten years were assumed to be similar.

Municipal return flows were averaged over the entire Subarea. However, no municipal return flow was applied to areas of the basin with little to no development. Municipal return flow averaged 27 percent of total demand basin-wide but ranged on geographic areas from 15 to 40 percent. Figure 7-8 shows the estimated municipal and domestic return flow.

## 7.2.6 Outflows

Outflows include groundwater production from agricultural, municipal, golf course, and other pumping wells, drain flows, ET, and groundwater outflows to the Salton Sea.

### 7.2.6.1 Groundwater Production

For the original and *2010 CVWMP Update* models, annual estimates were made of agricultural, municipal, golf course, and other pumping for each Township Range section using the consumptive use method. Pumping for municipal and domestic use was compiled from available State Water Resources Control Board (SWRCB), USGS, CVWD, and DWA records and estimated for areas with insufficient records. For the updated model, CVWD and DWA metered pumping for municipal and domestic use, and all available metered municipal, agricultural, golf course, and fish farm pumping, were included for years 2009 to 2019.

For the model update, pumping estimates for 1997 to 2009 were not changed except for pumping in the Garnet Hill Subarea, where pumping records from DWA indicated that the *2010 CVWMP Update* model overestimated historical pumping.

For homesteads/small water systems in the East Valley that pump less than 25 acre-feet per year and are exempt from well metering required for replenishment assessments, an additional 1,000 AFY was distributed to hypothetical Layer 2 wells at each water system and estimated location of private wells. Wells were added to Layer 2 to reflect the relatively shallow depths of domestic wells. For West Valley unincorporated areas, an additional 500 AFY of pumping was distributed to hypothetical wells across the area.

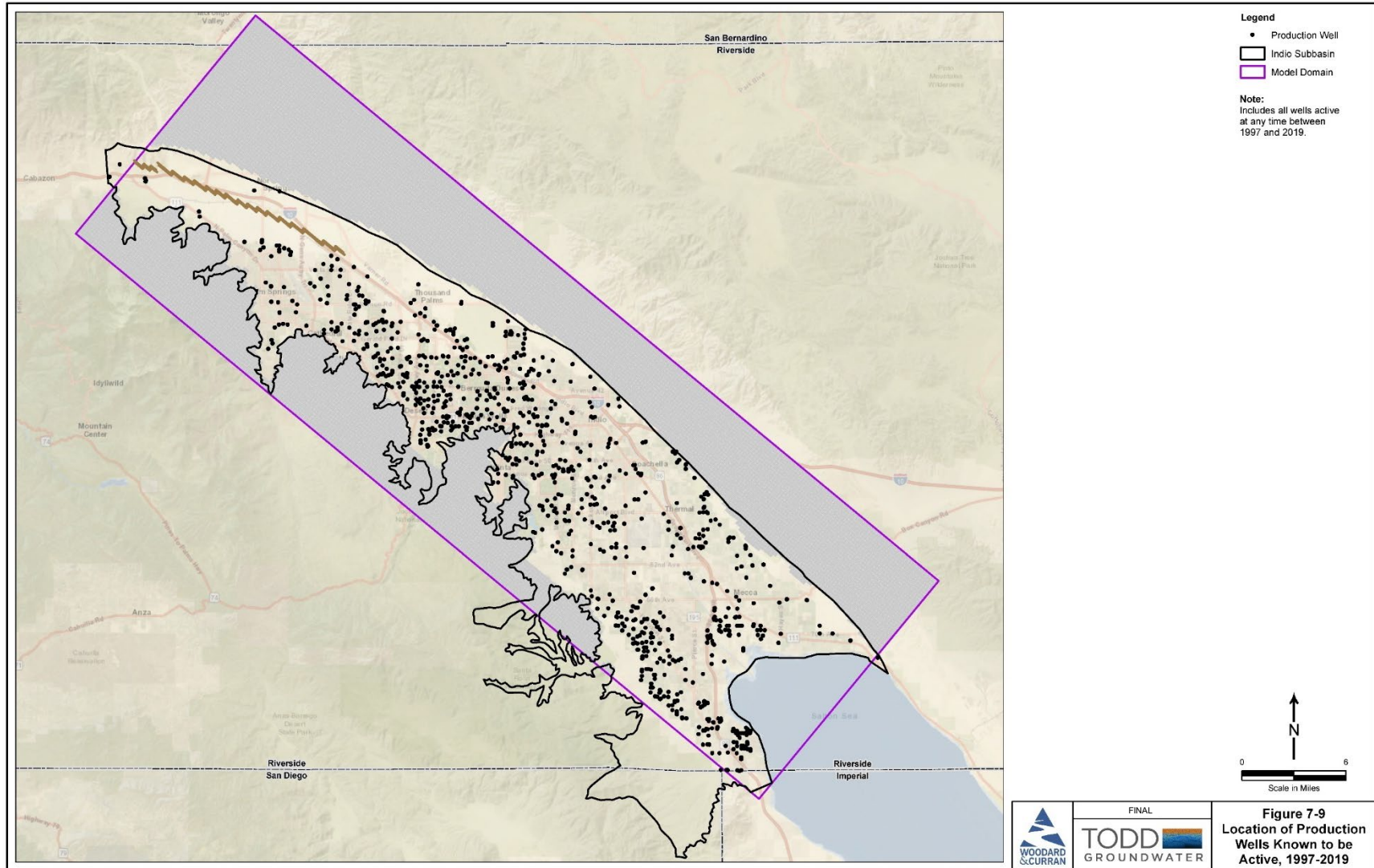
Figure 7-9 shows the location of all simulated pumping wells. Wells were simulated using the standard MODFLOW WEL Package and assigned a code for row, column, and layer in the model. Pumping wells are simulated as being located at the respective center of each model cell. For the 1997 to 2008 period, the same model cells used in the *2010 CVWMP Update* model WEL Package were retained. For 2009 to 2019, new annual well datasets were developed using available records of metered pumping for known municipal, agricultural, golf, and other known production wells in the Subbasin. If more than one production well is located within the same model cell, the annual pumping rates are accumulated. Wells are assigned to model layers based on known or inferred depths. For wells completed (screened) in multiple model layers, total annual pumping from each layer was allocated based on layer transmissivity-based weighting. Most pumping occurs from the deep aquifer (Model Layer 4).



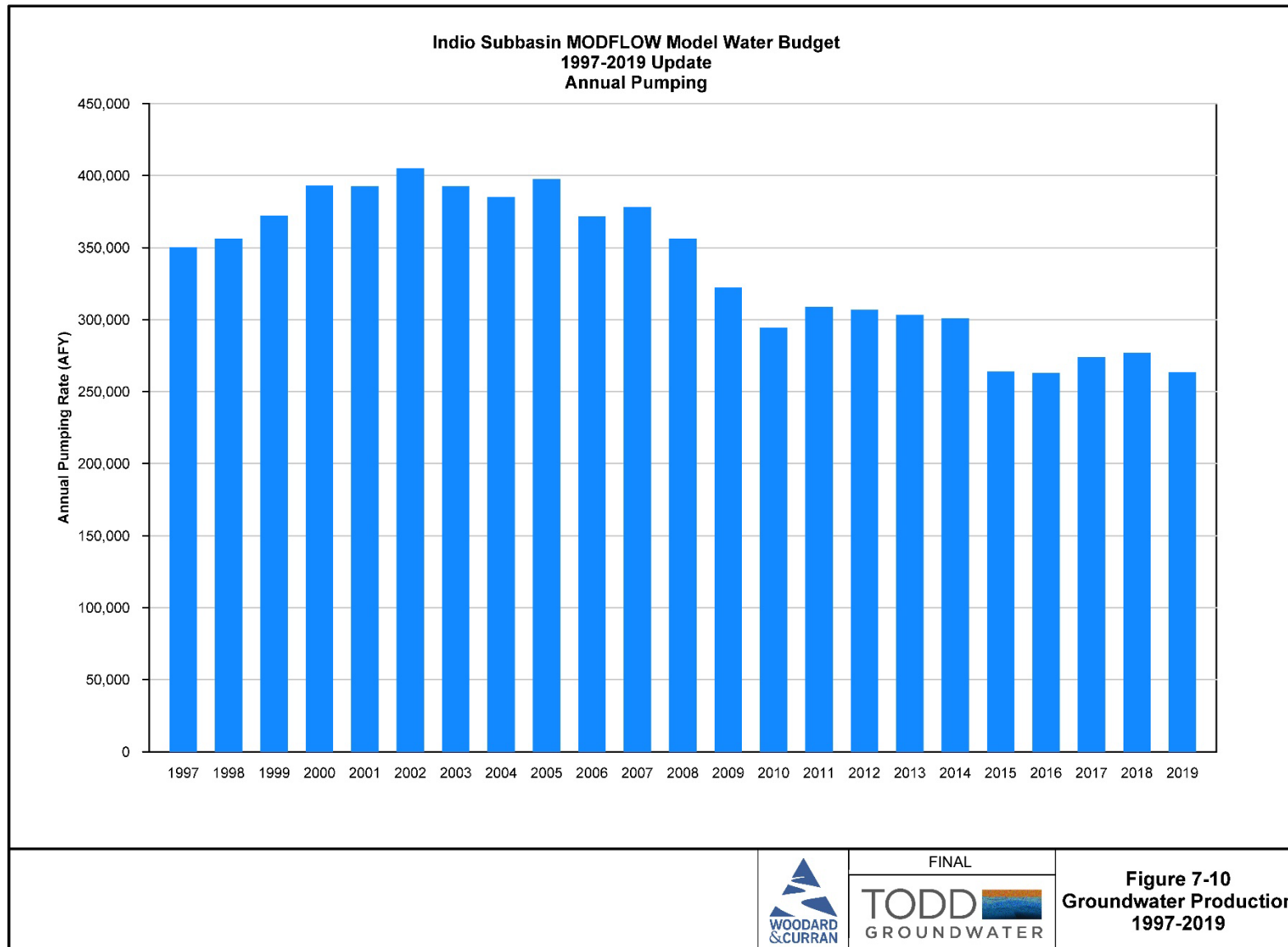
*Groundwater production is the largest outflow from the Indio Subbasin.*

Total annual pumping amounts simulated between 1997 and 2019 are shown on Figure 7-10. As shown, groundwater production has decreased significantly since the mid-2000s, reflecting reduced demands from water conservation and source substitution including increased direct delivery of Colorado River water and recycled water for irrigation uses.

**Figure 7-9. Location of Production Wells Known to be Active, 1997-2019**



**Figure 7-10. Groundwater Production, 1997-2019**





### 7.2.6.2 Drain Flows

Shallow groundwater drainage systems have been installed over a large portion of the East Valley (see Figure 2-5 for locations) where they serve to maintain the water table below crop rooting depths. The model simulates drains in Layer 1 using the MODFLOW EVT Package, with drain locations and elevations based on their construction records. On-farm drains are constructed at approximately 6-foot depths and are connected to CVWD drains that are typically installed at depths of 8 to 10 feet. The model calculates the amounts of drain flow based on the drain elevations, adjacent groundwater elevations, and aquifer/drain conductance (a permeability parameter). Flow from the drains goes either into the CVSC or into a network of open drains that flow directly into the Salton Sea. The drain boundary conditions in the model are maintained at the 1997 configuration.

### 7.2.6.3 Evapotranspiration

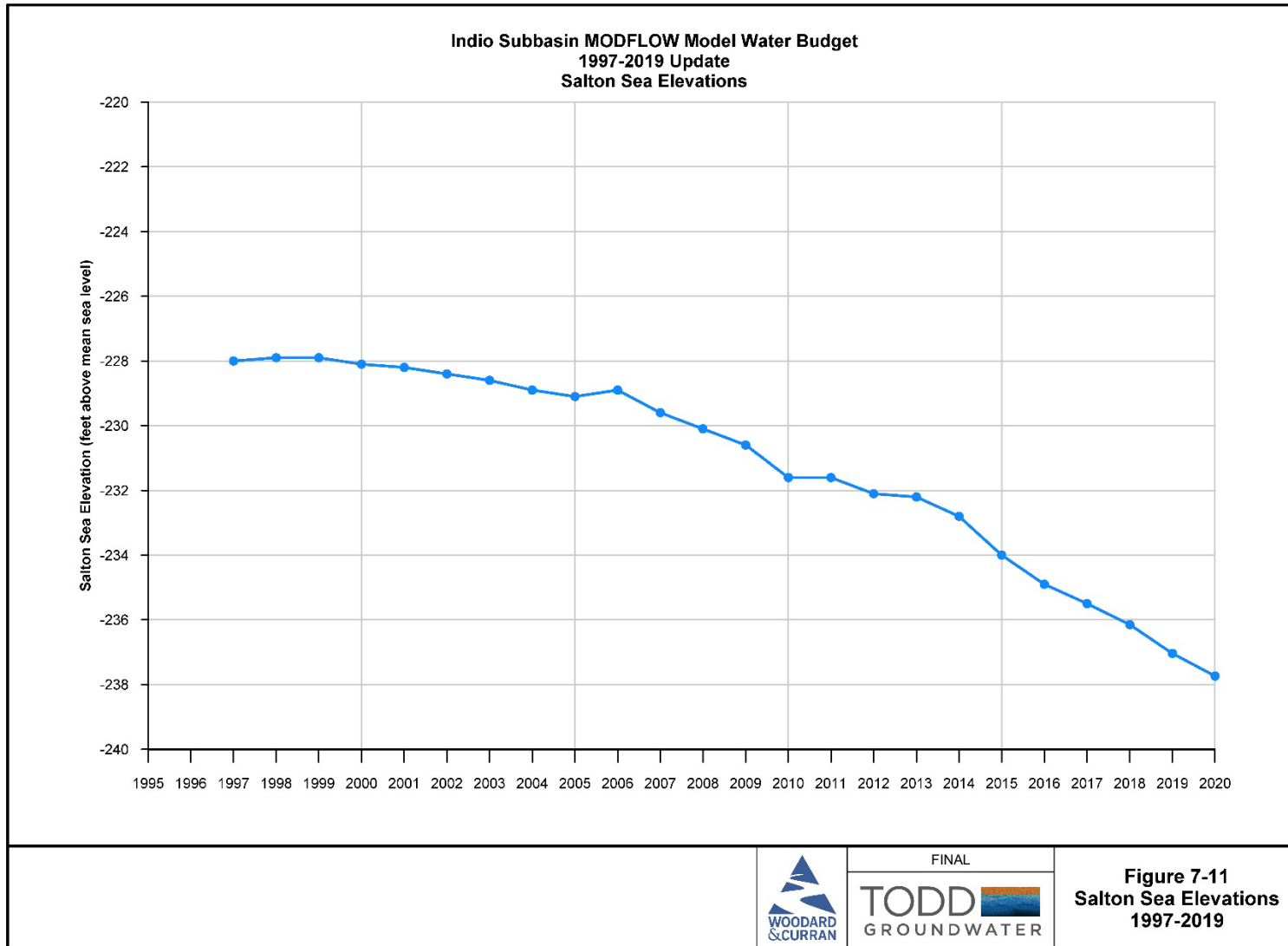
Evapotranspiration from shallow groundwater is simulated in the eastern portion of the model using the MODFLOW EVT Package. Note that the package only estimates ET losses from shallow groundwater levels; other ET and surface water evaporation losses are calculated separately as part the methodology for other components, including applied water return flows, groundwater replenishment, wastewater percolation, and watershed runoff. An ET boundary condition was initially assigned to all cells within the semi-perched zone (see Figure 3-5) in the original historical simulation. As land within the semi-perched zone was developed for agriculture, in locations where drains were installed, the ET boundary was replaced with a drain boundary. Because no additional drain systems were installed after 1997, the ET boundaries were maintained at their 1997 conditions in the model. Inclusion of such ET in the model ensures a complete water budget and acknowledges the hydrologic possibility of phreatophyte ET, including potential GDEs but also non-GDE vegetation around agricultural fields and along drainage channels. ET amounts are calculated based on specified plant rooting depths, reference ET values, and simulated shallow groundwater elevations.

### 7.2.6.4 Salton Sea

The Salton Sea is simulated as a general head boundary (GHB) with time-varying elevations. For the historical and *2010 CVWMP Update* models, actual Salton Sea elevations were used for the periods 1936 to 1999, then held constant at 1999 levels. For the updated 1997-2019 model, actual Salton Sea elevations were simulated through 2019, with sea elevations dropping around 10 feet over the period (Figure 7-11).

Both groundwater outflow to the Sea and inflow from the Sea are simulated, depending on location, time period, and hydraulic gradients between the shallow aquifer and the Sea. Simulated net flow between the Sea and groundwater system is relatively small and inflow from the Sea has been decreasing, as discussed in Section 7.4.

**Figure 7-11. Salton Sea Elevations, 1997-2019**



### 7.3 Model Update Process and Results

This section documents the model calibration results of the original and *2010 CVWMP Update* models, and the performance of the updated *2022 Alternative Plan Update* model, along with the updated model water budget. The original and updated models were calibrated to historical groundwater elevation trends in shallow and deep wells. Estimated drain flow rates were also evaluated as a calibration target. The primary objective of the calibration update was accurate replication of the dynamic water level conditions in shallow and deep wells across the Indio Subbasin, including recent trends since 2009. For the 1997 to 2019 update, only minor “recalibration” via adjustment of input parameters was performed. Rather, the original 1936 to 1996 and *2010 CVWMP Update* models were extended using measurements and better estimates of inflows and outflows primarily for the period after 2008. Minor recalibration was performed in the Garnet Hill Subarea, where selected input parameters were adjusted. These included initial conditions, boundary conditions, historical pumping, and HFB conductance.

The simulated groundwater flow and water budget conditions for the *Alternative Plan Update* model were compared with measurements and evaluated. This included preparation of maps of simulated shallow and deep aquifer groundwater elevations over time and hydrographs of observed and simulated changes in water levels in the shallow and deep aquifer across the Subbasin. Water budget conditions were also evaluated to assess groundwater inflow and outflow and storage changes.

In general, the *Alternative Plan Update* model of the Indio Subbasin is well calibrated with observed groundwater elevation and drain flow trends for both the historical and updated periods. In some areas, calibration is better for the recent 2009 to 2019 period than in earlier periods, confirming that the updated input data and water budget are accurate representations of the Indio Subbasin.

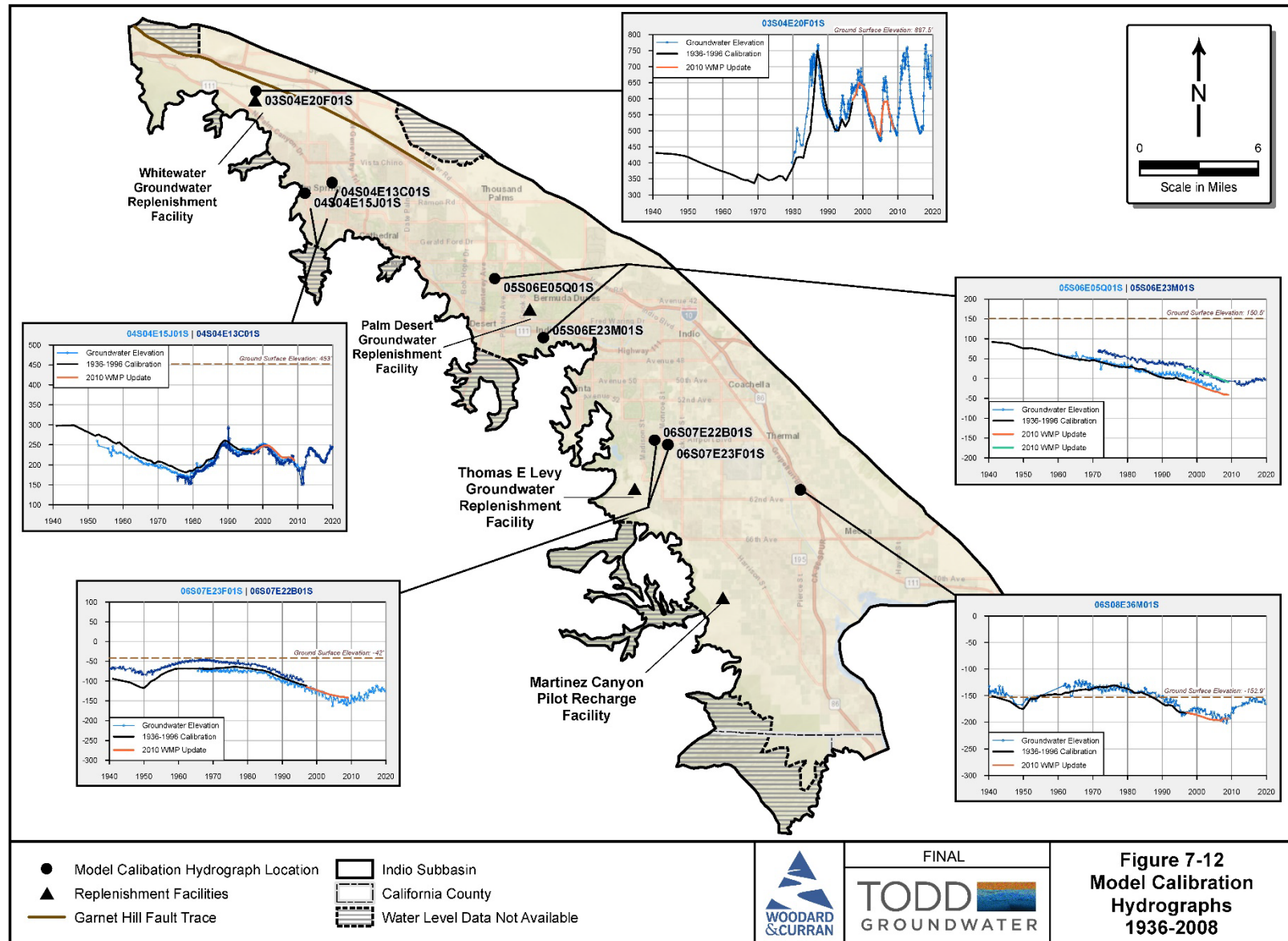
#### 7.3.1 Historical Model Calibration Results

The original 1936 to 1996 and *2010 CVWMP Update* models were well calibrated to measured groundwater elevation and water budget trends across the basin. Errors between observed and simulated groundwater elevations were generally low, and simulated drain flow amounts over time corresponded to measured and estimated drain flows after the drains were installed.

Figure 7-12 shows 1936 to 2008 model calibration hydrographs for five wells representative of groundwater level conditions across the Subbasin, which have also been monitored for many years. Note the original 1936 to 1996 simulated levels are shown with the black lines on the hydrograph, while the 1997 to 2008 simulated levels from the *2010 CVWMP Update* model are shown with orange lines.

The hydrographs shown on Figure 7-12 indicate good overall calibration across the Indio Subbasin. Model-computed drain flows were also compared with measured agricultural drain flows. The very good agreement from the 1950s through the early 2000s showed that the model can simulate real trends in both water levels and flow rates. Moreover, the high calibration quality justifies the use of 1997 simulated groundwater elevations from the historical model as initial conditions for the 1997 to 2019 model update.

Figure 7-12. Model Calibration Hydrographs, 1936-2008



### 7.3.2 1997-2019 Model Update Process

The *2010 CVWMP Update* dataset was developed during 2008 to 2010 and included measured pumping and recharge data that were readily available at that time, generally through 2008. However, for the simulation period from 2009 to 2019, for which data were not yet available, various modeling assumptions (pertaining to natural and artificial recharge, municipal, resort and irrigation pumping demands, as well as included CVWMP projects) were used to estimate future pumping and recharge amounts and their distributions in the model. Accordingly, for this *Alternative Plan Update*, model inflows and outflows for the period 2009 to 2019 were updated and the model re-run to confirm calibration quality for this period.

The initial model update runs indicated that the model continues to exhibit good calibration quality for most of the Subbasin. However, simulated water levels in the updated Garnet Hill Subarea were not well calibrated with observed levels in some wells. This appeared to be due to a combination of factors, including offsets in simulated initial conditions (as compared with observed levels in 1997), inaccuracies in the simulated amounts of pumping in the Garnet Hill Subarea, uncertainty in inflow rates from the Mission Creek Subbasin, and characterization of the HFB representing the Garnet Hill Fault. Adjustments of each of these parameters were made to the *Alternative Plan Update* model to improve calibration in this Subarea. Calibration quality in the Garnet Hill Subarea was improved significantly after these adjustments.

After the initial model update runs, minor adjustments in urban irrigation return flow recharge distributions were also made in the Palm Springs and Indio geographic areas used in the demand forecast. The total estimated urban return flow volumes developed in Chapter 6, *Water Supply*, were maintained, but the spatial distributions were adjusted to better align with undeveloped and urban areas. These adjustments also improved local calibration quality.

### 7.3.3 Water Level Calibration Results

The updated Indio Subbasin model meets both qualitative and quantitative calibration goals. The simulated shallow aquifer (Model Layer 1 and 2) and deep aquifer (Model Layer 4) water level trends throughout the Subbasin are consistent with observed groundwater flow directions and hydraulic gradients characterized in the Subbasin conceptual model and groundwater conditions. An aquitard (Model Layer 3) is locally present between the shallow and deep aquifers. The model reacts well to the large fluxes of recharge and, particularly the dynamic and very large water level mounding response to WWR-GRF and TEL-GRF artificial recharge operations. Long-term trends in shallow and deep aquifer water levels and vertical hydraulic gradients are accurately simulated, as further described below.

Model calibration is also demonstrated by quantitative calibration statistics, which are summarized in Table 7-1. For the quantitative assessment, water level data from 30 shallow and deep monitoring and production wells were used to calculate water level residuals (differences between observed and simulated levels). These wells were selected to be representative of the Subbasin. The summary statistics below are for all model layer water level measurements between 1997 and 2019.

**Table 7-1. Model Calibration Summary Statistics 1997 – 2019**

Calibration Measure	Calibration Results
Mean Residual (Head)	-12.15 feet
Mean Absolute Residual (Head)	17.97 feet
Root Mean Squared Residual (RMS-Head)	24.47 feet
Groundwater Elevation Range	1,583 feet
Mean Residual/Range	0.77 %
RMS/Range	1.55 %

The American Society for Testing and Materials (ASTM) recommendations for Mean Residual/Range and RMS/Range are less than 5 percent and 10 percent, respectively (ASTM, 1994, 1998). The Indio Subbasin model calibration quality exceeds these ASTM recommendations.

In the Indio Subbasin model, there are several sources of apparent head residuals that are unrelated to potential inaccuracies in conceptualization of the hydrogeologic system or simulated amounts of inflow and outflow. These include the following.

- The model uses annual stress periods, meaning that the amounts of recharge, pumping, and other inflows and outflows are averaged over each year. In actuality, operations of some of the water supply facilities (such as GRF operations and groundwater production well pumping) and natural inflow sources are not constant at the same rates throughout the year, resulting in some averaging errors in simulated levels.
- Simulated groundwater levels are calculated at the node or center of each model cell containing an observation well. The actual observation wells may be located anywhere within the 1,000 x 1,000-foot model cell, resulting in offsets of as much as 700 feet between the simulated and observed calibration well location.
- The simulated head within the 1,000 x 1,000-foot cell represents the model-calculated average level in the cell. Hydraulic gradients near recharge sources or pumping wells can cause steep local gradients and variable actual elevations within areas simulated by the model cells.
- Some observation wells are completed (screened) in multiple aquifers and model layers, resulting in composite observed level or levels that are reflective of a particular aquifer zone, depending on the local vertical flow conditions.

Regardless of these approximations, the model accurately simulates groundwater conditions through the Subbasin and simulation period, as further documented below.

### 7.3.3.1 Simulated Groundwater Elevation Contour Maps

Figure 7-13 and Figure 7-14 show simulated shallow and deep groundwater elevations in January 2010, near the middle of the updated simulation period, and in January 2020, at the end of the updated simulation period. Visual comparison of the simulated 2020 levels with the most recent measured levels (shown on Figure 4-1) reveals that simulated levels are generally well matched with measured levels.

**Figure 7-13. Simulated Shallow and Deep Groundwater Elevations, 2010**

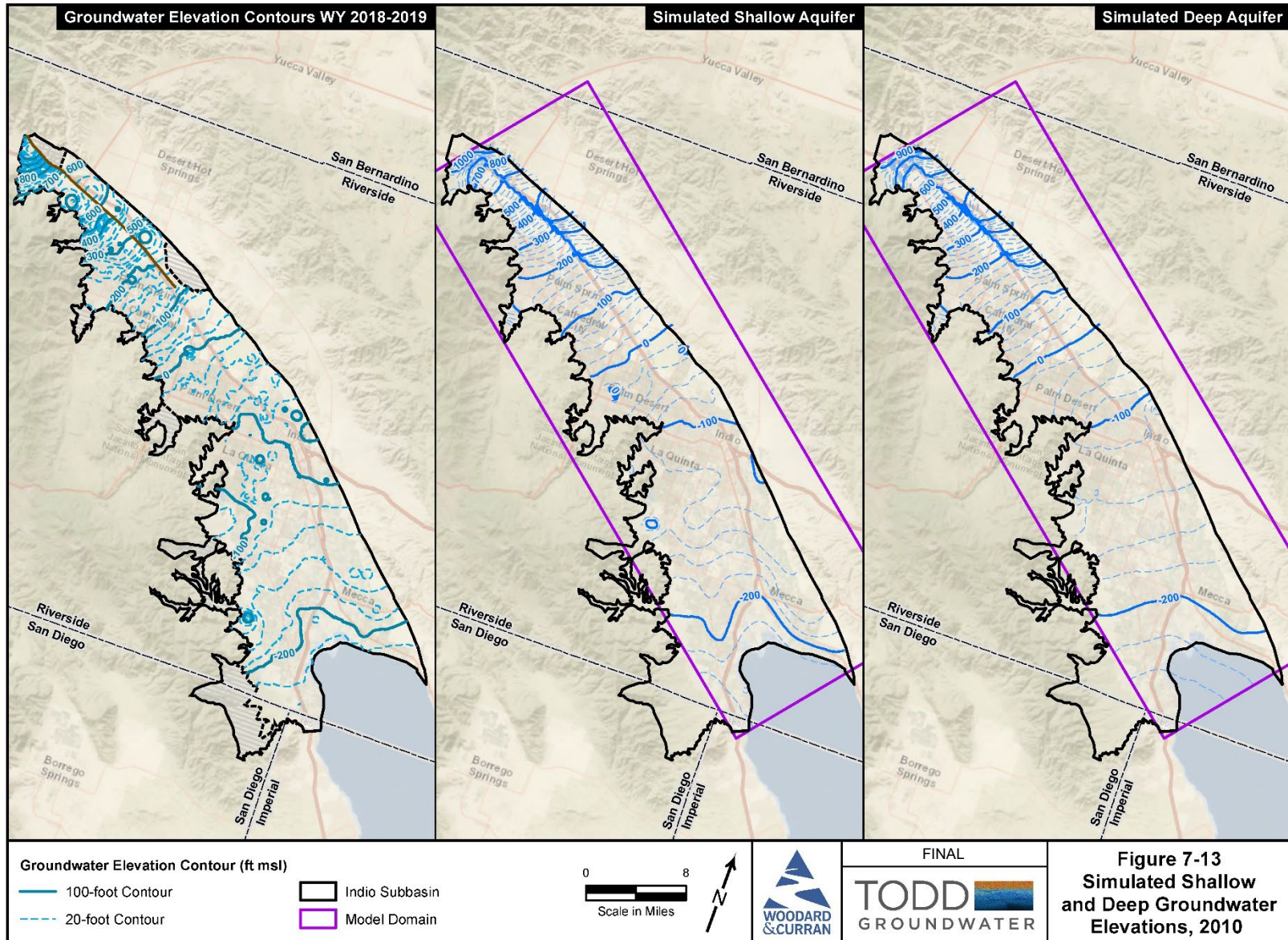
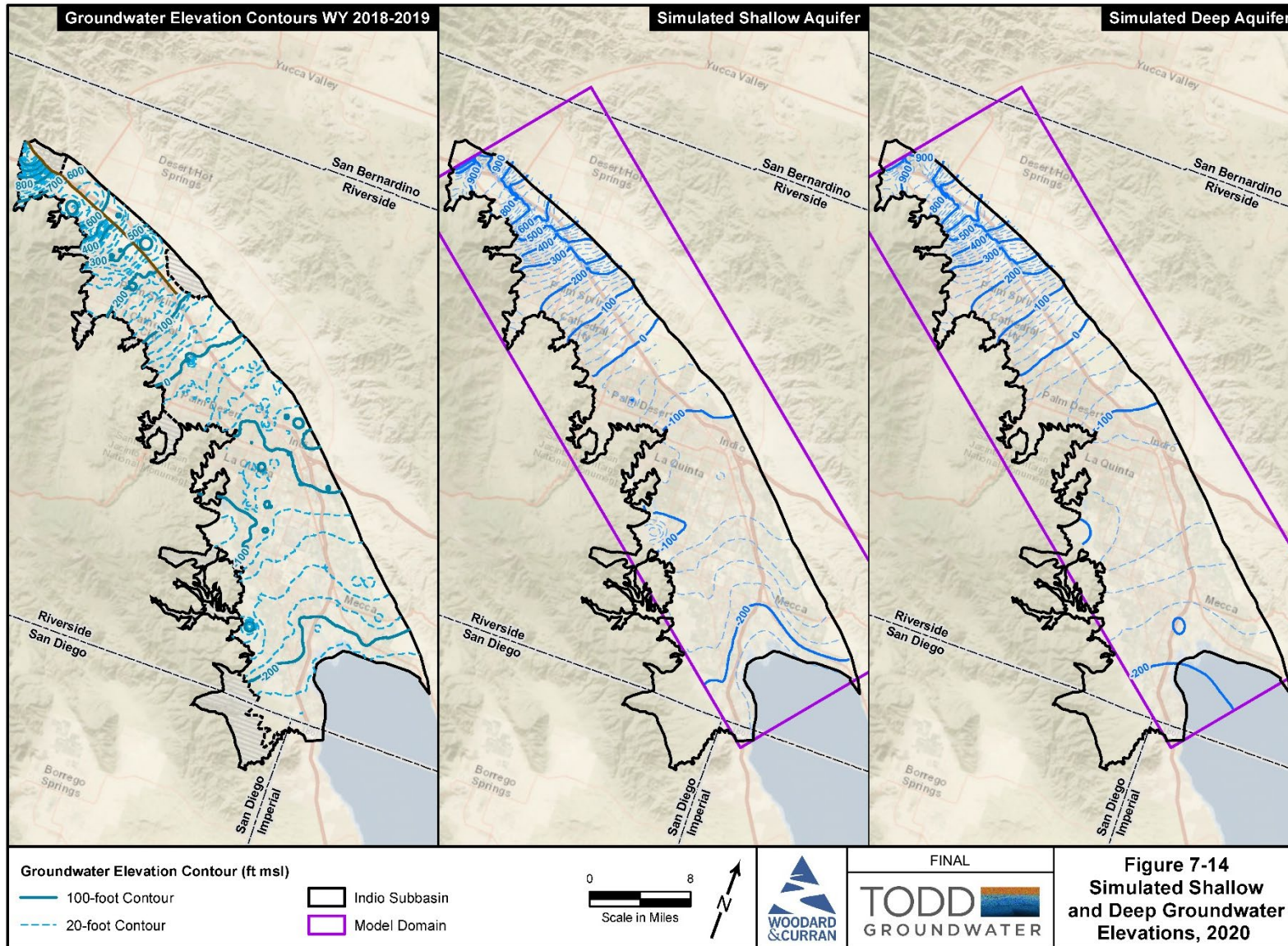


Figure 7-14. Simulated Shallow and Deep Groundwater Elevations, 2020





As shown on Figure 7-13, groundwater flow directions in 2010 in the shallow and deep aquifers are northwest-to-southeast across the Subbasin. The hydraulic gradients in both zones are non-uniform with higher gradients in the upper West Valley than in the East Valley. A recharge mound is apparent in the shallow aquifer in the area of TEL-GRF, in response to initiation of recharge in 2009. Comparison of the simulated 2010 levels with the 1997 initial conditions reveals that water levels in both aquifer zones dropped during this period. This decline occurred in several areas of the Indio Subbasin and is also apparent in the observed and simulated hydrographs and water budget change in storage, described below.

Simulated shallow and deep groundwater levels in January 2020 show the same general flow directions and hydraulic gradients as 2010, but local increases in groundwater levels are simulated over this 10-year period. The largest increases are simulated in the upper West Valley and the East Valley, with more stable levels simulated in the mid-valley between 2010 and 2020. The groundwater elevation patterns in the East Valley change dramatically following 10 years of TEL-GRF operation. Groundwater mounding is simulated beneath and downgradient of the TEL-GRF as evidenced by concentric contours.

### 7.3.3.2 Observed vs. Simulated Hydrographs

Water level data from the 30 monitoring and production wells used for model calibration assessment were plotted on hydrographs and compared with simulated levels. Figure 7-15 shows the locations and aquifer designations of the calibration target wells, and full-size hydrographs are in Appendix 7-A. Water level measurements between 1997 and 2019 are available for the majority of the wells, although a few monitoring wells were not installed until the 2000s and only have water level data after their installation dates.

Figure 7-16 and Figure 7-17 show the observed and simulated groundwater elevation hydrographs in the West Valley and East Valley, respectively. Observed levels are shown as black points on the graphs, while simulated levels are shown as the orange lines. All hydrographs use a 200-foot elevation range, except two wells near the WWR-GRF that use a 400-foot range on the hydrographs. The simulated water levels are generally very well matched with the observed groundwater trends for all shallow and deep wells across the Indio Subbasin, as described below.

#### West Valley/Palm Springs Subarea

The five calibration wells in the upper West Valley/Palm Springs Subarea (hydrographs along left side of Figure 7-16) show dynamic fluctuations associated with recharge events at the WWR-GRF, with water level mounding and recovery cycles decreasing in magnitude down the valley. The northwesternmost wells nearest the WWR-GRF exhibit fluctuations of over 300 feet in response to very large recharge years. Model-simulated levels in these wells are very closely matched with observed levels, both with respect to peak and valley magnitudes and timing. The mounding and recovery responses are progressively muted further down valley, but observed and simulated levels remain well-calibrated.

Figure 7-15. Shallow and Deep Model Calibration Wells

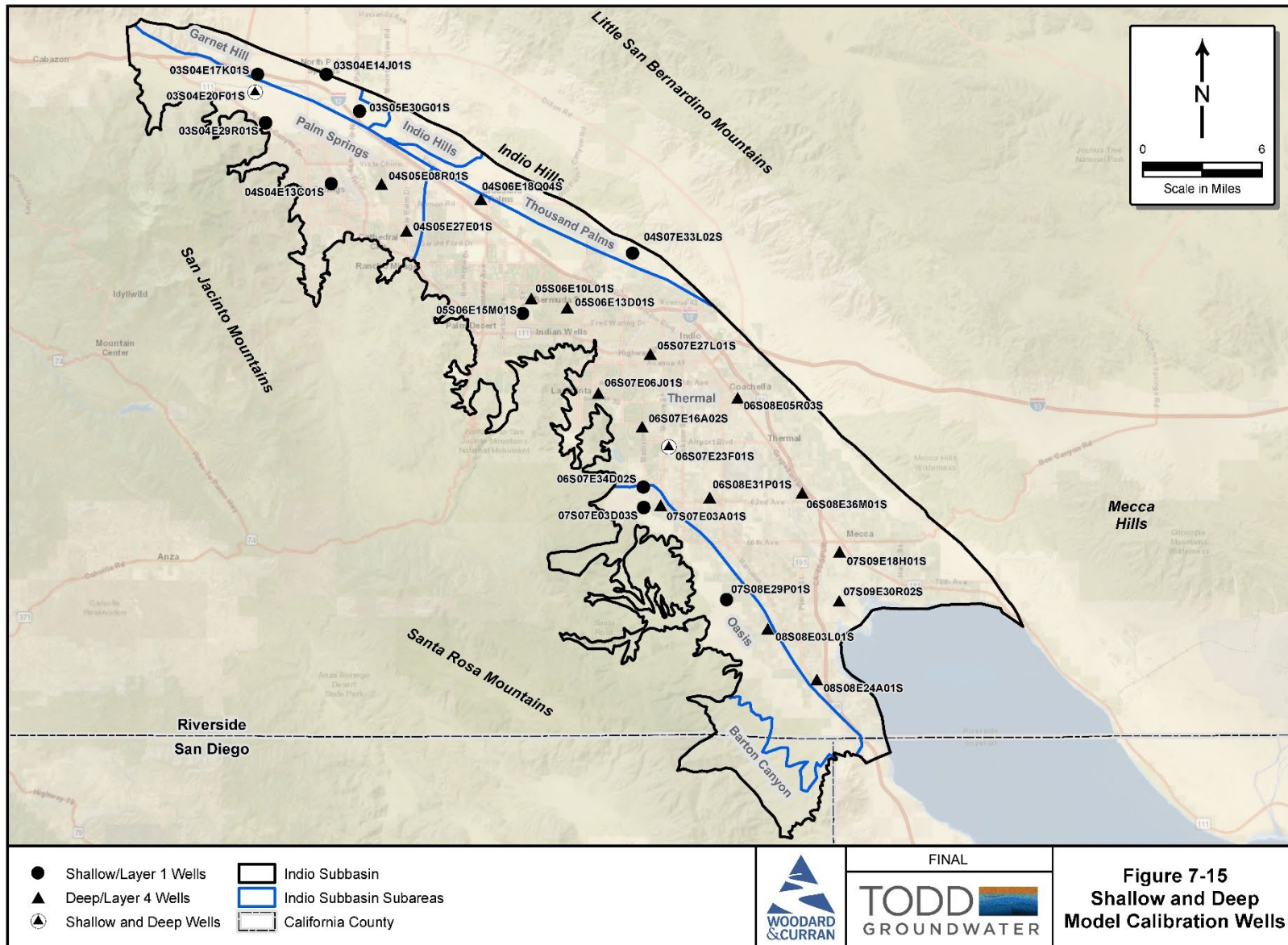


Figure 7-16. Model Calibration Hydrographs, West Valley 1997-2019

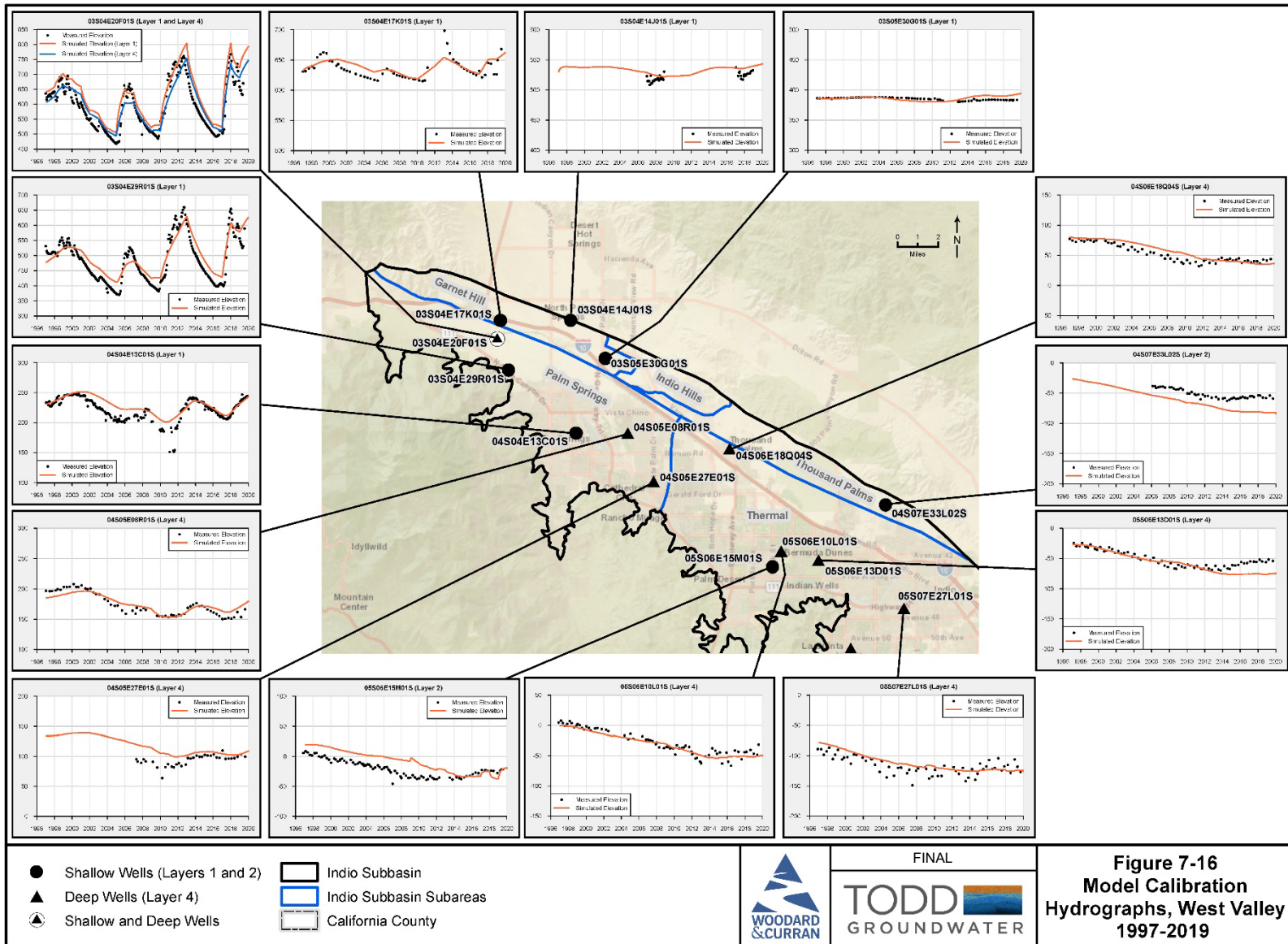
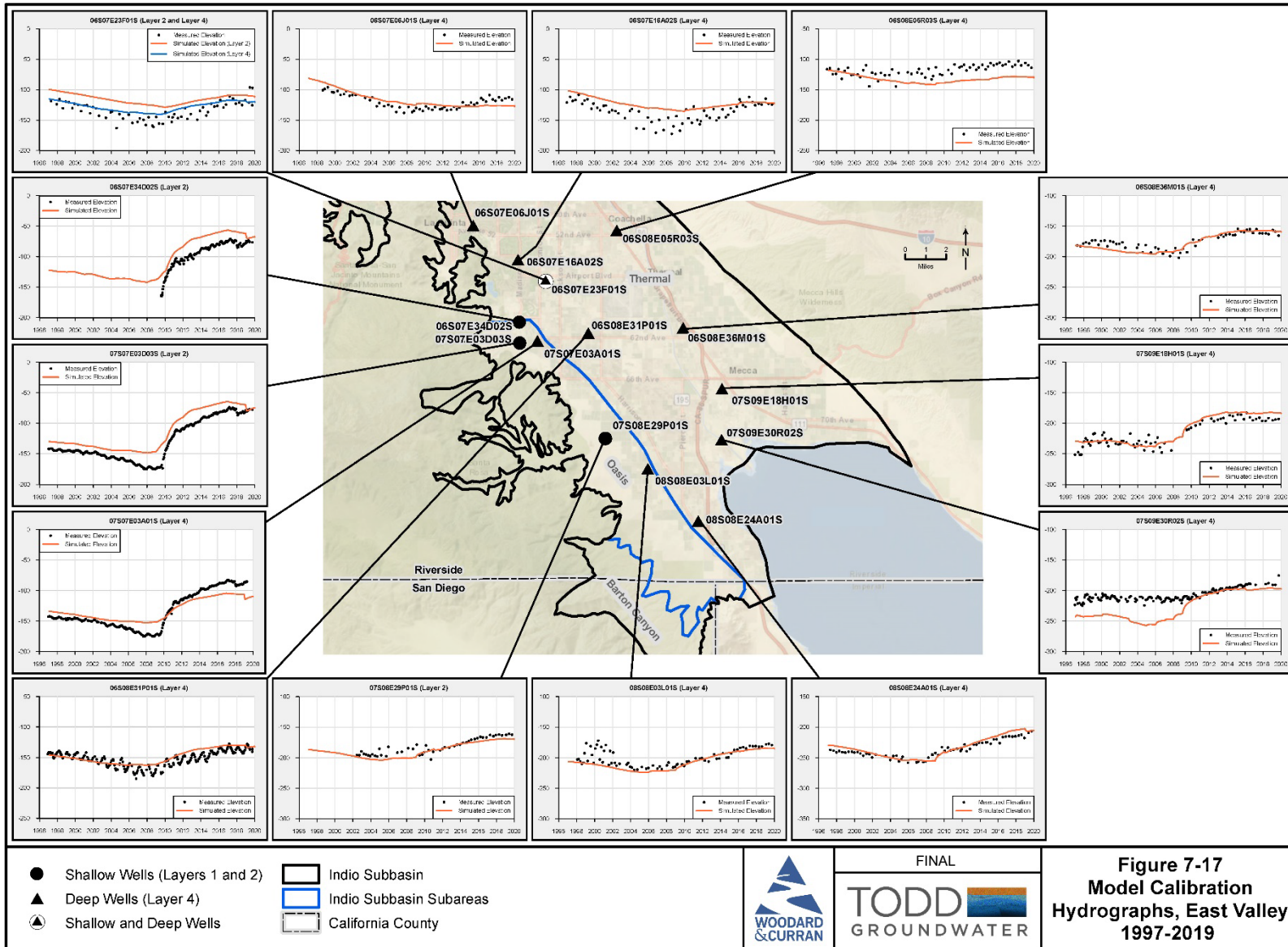


Figure 7-17. Model Calibration Hydrographs, East Valley 1997-2019



### **West Valley/Garnet Hill Subarea**

Three calibration wells are in the Garnet Hill Subarea (hydrographs along the upper side of Figure 7-16). The northernmost of these wells is near the WWR-GRF and shows mounding and recovery in response to WWR-GRF recharge, even though it is on the eastern side of the Garnet Hill fault and HFB. The model reproduces the rising and declining water levels observed in this well between 1997 and 2019. The two other calibration wells in Garnet Hill show more stable levels, and the model is well matched with these trends.

### **Mid-Valley/Thousand Palms to Indian Wells Area**

Six calibration wells are in the Thousand Palms to Indian Wells area (hydrographs along the right and bottom sides of Figure 7-16). Observed levels in these wells exhibited declines from 1997 through around 2010, then were characterized by relatively stabilized levels through 2019. The model simulates these trends generally well, although simulated levels are lower than observed in two of the wells near the City of Indio at the end of the simulation. This could be due to the previously mentioned sources of error in the numerical simulation, underestimation of return flow recharge in local areas, or inaccuracies in other model parameters. However, the model generally captures the measured levels in this area showing declines through 2010 followed by stable trends.

### **East Valley/La Quinta, Coachella, and Thermal Areas**

Four calibration wells are around the La Quinta, Coachella, and Thermal areas (hydrographs along the top of Figure 7-17). Observed levels in these wells exhibited declines from 1997 through around 2010, then stabilized or increased through 2019. The model simulates these trends well, although simulated levels in one well near Coachella are lower than observed near the end of the simulation, similar to the previously mentioned simulation trend in the two wells near the City of Indio.

### **East Valley/TEL-GRF Area**

Four calibration wells are in the East Valley near the TEL-GRF (hydrographs along the left side of Figure 7-17). Observed levels in these wells exhibited declines from 1997 through around 2009, then rapidly increased through 2019 in response to initiation of TEL-GRF operations. The model simulates these trends well, with simulated levels in the three wells nearest the GRF rising rapidly and exhibiting the same curve shapes as observed levels. Two of the wells have slightly higher simulated levels than observed while one has slightly lower simulated levels than observed. The model responds to the TEL-GRF recharge operations and simulated levels are well-matched with observed. This is notable because the original Indio Subbasin model was developed prior to TEL-GRF operations and was not calibrated to the strong recharge source, yet still simulates the addition of this source accurately.

### **East Valley/Mecca, Oasis, and Salton Sea Areas**

Six calibration wells are in the East Valley in the Mecca, Oasis, and Salton Sea areas (hydrographs along the bottom and right sides of Figure 7-17). Observed levels in these wells were relatively stable between 1997 through around 2010, then increased through 2019, likely in response to source substitution and in response to initiation of TEL-GRF operations. The model simulates these trends well, with simulated levels in all six wells increasing after 2010 and exhibiting the same trend as observed levels.

### 7.3.4 Drain Flow Calibration Results

As an independent calibration target, estimated agricultural drain flow rates were compared with model-simulated drain flows, as shown on Figure 7-18. Model-computed drain flow provides a calibration check for the model, because CVWD has measured flows in the agricultural drains for many years. The measured versus simulated drain flows show good agreement between 1997 and 2002, then diverge slightly between 2003 and 2011, with lower model-predicted drain flows than measured. The differences then decrease between 2012 and 2019, with almost identical estimated and predicted amounts in 2018. Both the estimated and simulated drain flow trends are consistent with observed water level trends, with declining East Valley water levels and drain flows in the 1990s and 2000s, followed by stabilized or slightly increasing levels and drain flows in the 2010s. The generally well-matched drain flows show that the model is capable of simulating real trends in both water levels and flow rates.

## 7.4 Water Budget

### 7.4.1 1997-2019 Water Budget

Figure 7-19 shows the transient simulated water budget for all components in the model from 1997 to 2019. Similar results were provided for the historical model period from 1936 to 1996 in documentation provided by Graham Fogg and Associates (Fogg, 2000).

The water budget components include specified recharge, pumping, and subsurface inflows from the San Gorgonio Pass and the Mission Creek Subbasins, along with model-computed flows to ET, drains, and subsurface flow to and from the Salton Sea. The water budget reveals that discharges exceeded recharges for most years between 1997 and 2009, after which time total inflows exceeded outflows for most years between 2010 and 2019. These trends decreased, then increased groundwater storage in the Indio Subbasin, and as previously described, corresponding decreases and increases in water levels were simulated with the model.

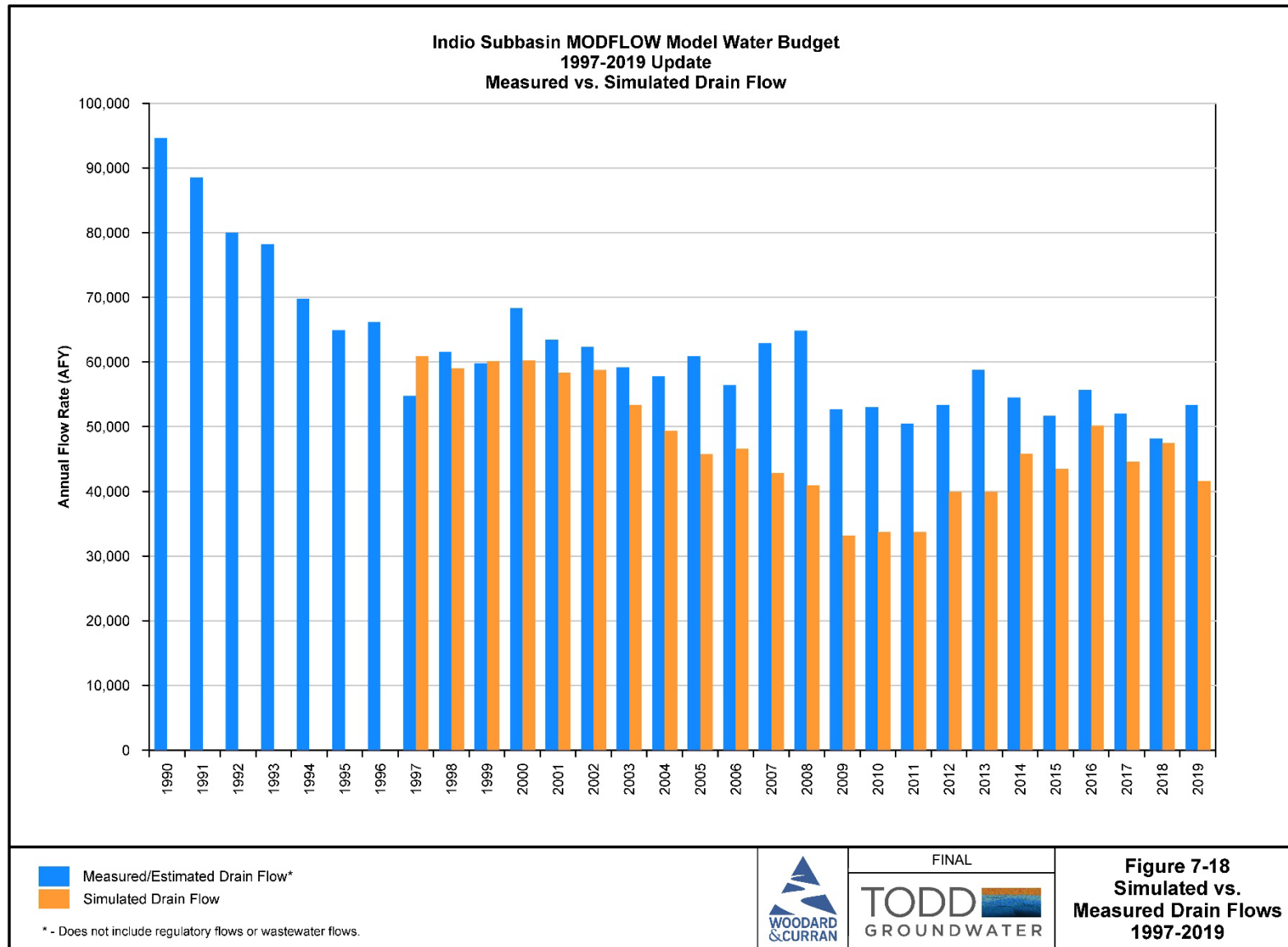
#### 7.4.1.1 Evapotranspiration

Transient ET is simulated in the model from 1997 to 2019. The ET rates are relatively uniform over this period, ranging from 4,100 to 5,300 AFY. As discussed in Section 7.2.6.3, this only includes ET losses from shallow groundwater and other ET losses are calculated separately. ET loss from shallow groundwater is mainly in the perched aquifer area in the East Valley.

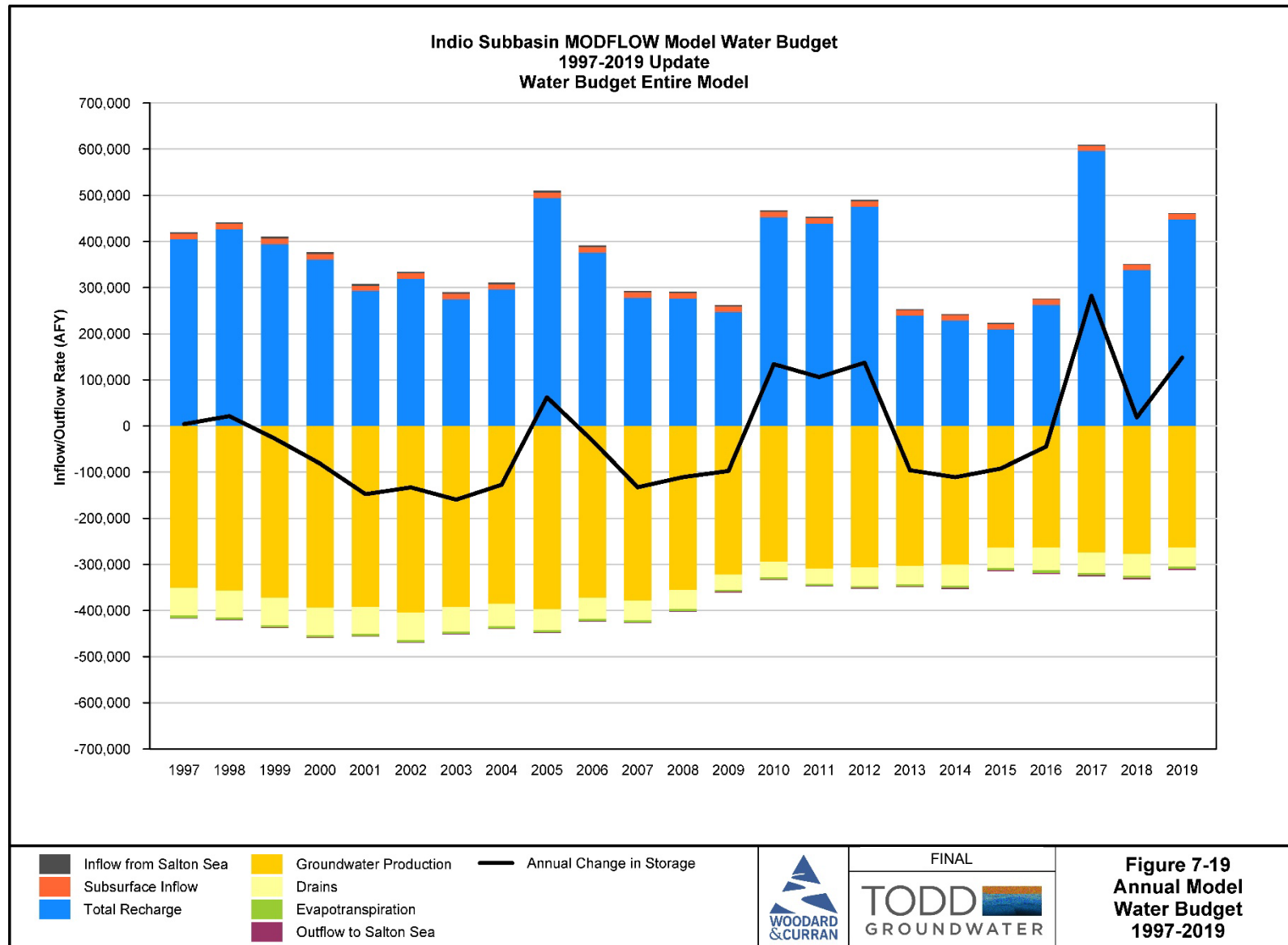
#### 7.4.1.2 Salton Sea

Figure 7-20 shows the transient simulated flow between the shallow aquifer and Salton Sea from 1997 to 2019. Both groundwater outflow to the Sea and inflow from the Sea are simulated, depending on location, time period, and hydraulic gradients between the shallow aquifer and sea, as illustrated on Figure 7-20. Note the simulated flows are for the northern portion of the Sea included in the model domain, and do not include any inflows or outflows in the southern portion of the Sea beyond the Indio Subbasin. Simulated net flow between the Sea and groundwater system is relatively small, always remaining below 3,000 AFY.

**Figure 7-18. Simulated vs. Measured Drain Flows, 1997-2019**

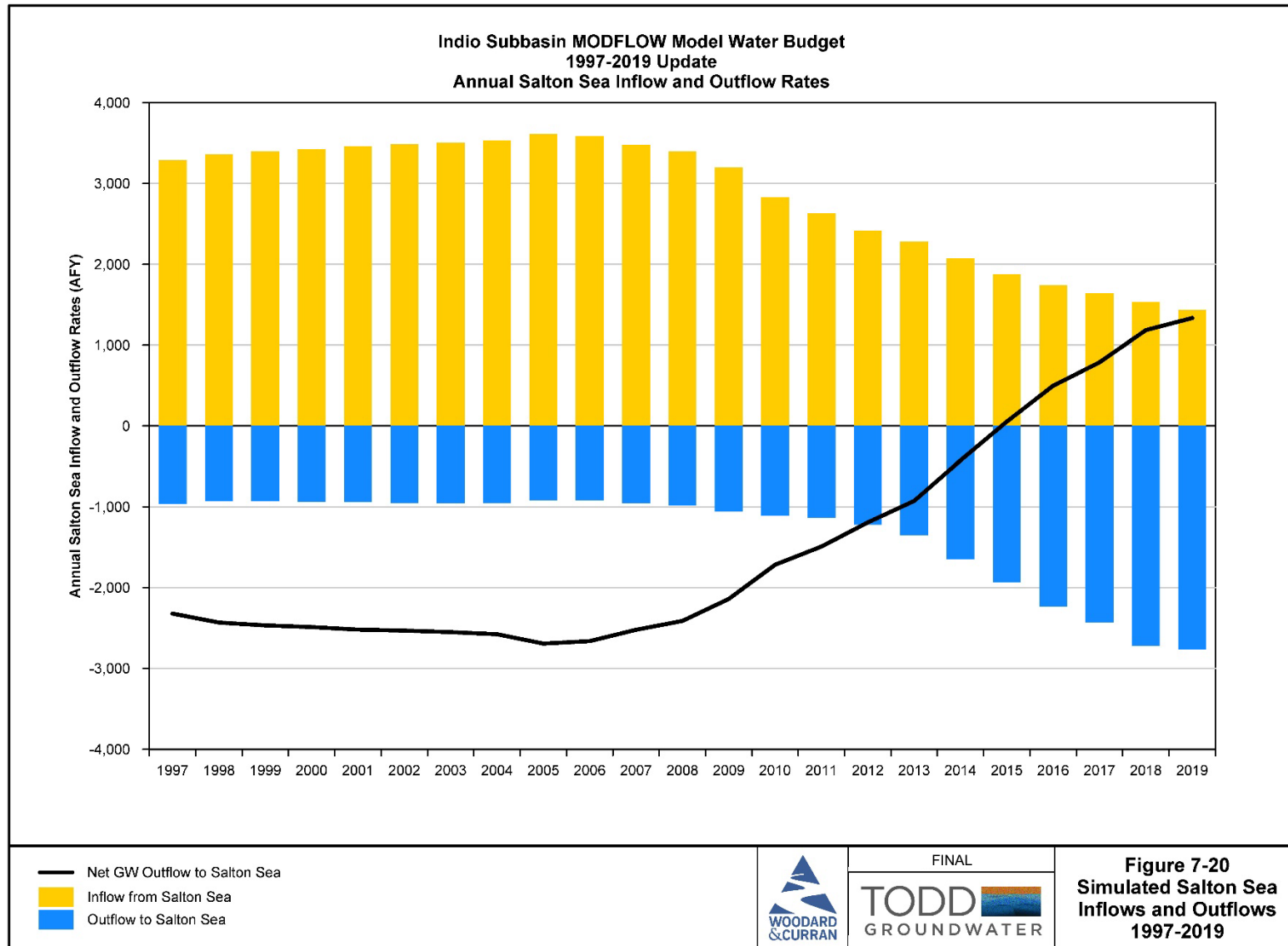


**Figure 7-19. Annual Model Water Budget, 1997-2019**





**Figure 7-20. Simulated Salton Sea Inflows and Outflows, 1997-2019**



During 1997 to 2014, the model had simulated net inflow from the Sea to the Indio Subbasin, but in 2015 and in subsequent years groundwater outflow to the Sea exceeded inflow from the Sea. This is due to the combination of declining sea levels and increasing shallow groundwater levels over time, resulting in reversals of the hydraulic gradients between the water bodies. As shown on Figure 7-17, the very good calibration of wells 08S08E24A01S, 08S08E03L01S, 07S09E30R02S, 07S09E18H01S, and 07S08E29P01S near the Salton Sea indicates the model is an accurate tool to estimate inflow and outflow rates and directions between the sea and groundwater. Net outflow of groundwater to the Salton Sea is desirable in that it minimizes the potential for saline water intrusion into the aquifer.

#### 7.4.1.3 Change in Groundwater Storage

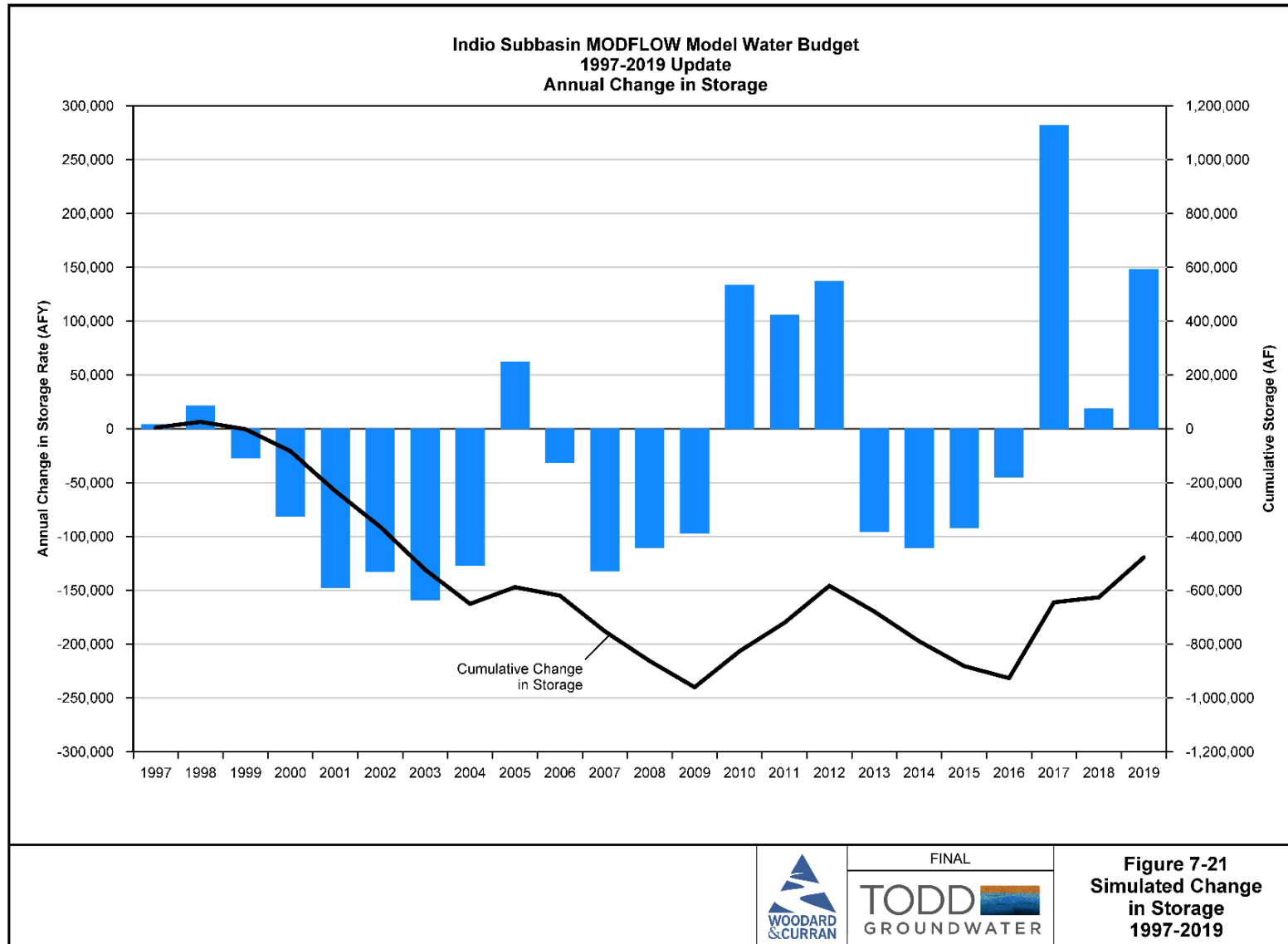
Accumulation of the inflows and outflows results in changes in groundwater storage. Figure 7-21 shows the annual model-predicted changes in storage between 1997 and 2019. The model-predicted changes in storage can be compared with the empirical water budget described in Chapter 4, *Current and Historical Groundwater Conditions*, and shown on Figure 4-9. Note that the numerical model results are for calendar years, whereas the empirical method values are for water years. In addition, slightly different methods are used between the two methods to develop the change in storage values. The model uses changes in simulated heads between years at each of the model cells, multiplied by a specific yield value, while the empirical method uses a water balance approach accounting for all inflows and outflows. Regardless, both methods to estimate annual changes in storage yield similar results, and in particular show the losses in storage experienced during the 2000s followed by the gains in storage during the 2010s.



*Production wells are located throughout the Subbasin.*

As documented in Section 7.3, *Model Update Process and Results*, the model accurately simulates groundwater conditions throughout the Subbasin and simulation period.

**Figure 7-21. Simulated Change in Storage, 1997-2019**



## 7.5 Plan Scenarios

Scenarios for the *Alternative Plan Update* were developed, including baseline scenarios and future scenarios addressing potential future water supply conditions, changes in land use, and implementation of water management projects including source substitution and new water supply projects. Except for the Baseline scenario, climate change conditions were assumed for all Plan scenarios, described in Section 7.5.1 below, reflecting that the Indio GSAs are committed to achieving sustainability under changing climate conditions. Additional discussion of climate change is presented in Section 8.5 and scenarios without climate change are described in Appendix 7-B.

Each scenario was simulated over a 50-year period consistent with SGMA requirements. However, the planning assumptions were only projected for the first 25 years to the 2045 planning horizon. Thereafter, growth and supply assumptions were assumed to continue at the same rate for the second 25 years of the simulation. While extending beyond foreseeable land use and water resource planning projections, the second 25-year projections allow long-term evaluation of water supply and demand conditions, effectively testing Indio Subbasin sustainability under long-term hydrologic variability over 50 years.

The following scenarios are described in this chapter:

1. **Baseline (No New Projects):** No new supply or management projects or changes to historical hydrology. This scenario is described for comparison purposes only and will never happen, because new projects are in the process of being implemented. However, a baseline is useful to assess the other scenarios.
2. **Baseline with Climate Change:** Baseline conditions, along with assumptions of the impact of climate change on local hydrology and imported water supplies (climate change hydrology). As with the Baseline, this scenario is described for comparison purposes only and will never happen but is useful to assess the other scenarios.
3. **5-Year Plan with Climate Change:** Baseline conditions plus supply and management projects included in the GSA agencies' 5-year capital improvement plans (CIPs), along with potential climate change hydrology.
4. **Future Projects with Climate Change:** 5-Year Plan conditions plus implementation of additional supply and management projects that are projected to be completed in the 25-year planning horizon, along with potential climate change hydrology.
5. **Expanded Agriculture with Climate Change:** Future Projects conditions plus expansion of agriculture resulting in increased water demands, along with potential climate change hydrology.

Additional scenarios developed through the *Alternative Plan Update* process (including 5-Year Plan, Future Projects, and Expanded Agriculture scenarios under historical hydrology) are described in Appendix 7-B.

### 7.5.1 Climate Change

To simulate the range of possible future conditions, two different hydrological cycles were used and applied to the Plan scenarios. For the Baseline scenario, the observed hydrology for the Whitewater River watershed from 1970 to 2019 was repeated. In other words, the next 50 years are simulated exactly like the past 50 years. To simulate climate change conditions, a different cycle was selected: the last 25 years

was repeated twice – first in reverse and then forward. The result of the climate change cycle is that the most recent observed drought (2013 to 2017) is included twice early in the simulation. In addition, the long-term average is significantly different for the last 50 years (43,319 AFY) compared with the last 25 years (29,204 AFY). Future climate change is simulated similar to the observed conditions over the last 25 years, a period marked with reoccurring drought and below average rainfall.

The availability of imported water is also expected to be impacted by climate change. As discussed in Chapter 6, *Water Supply*, SWP reliability is assumed to be 45 percent annually, which is 13 percent lower than DWR's *2019 SWP Delivery Capability Report* estimate of 58 percent, but which captures the more recent drier hydrology and Delta export limitations within the SWP system. Under climate change, SWP deliveries are further reduced by an additional 1.5 percent as compared to Baseline conditions by 2045. For CVWD's Colorado River entitlement, the climate change scenarios assume the CVWD will contribute from 14,500 to 24,500 AFY of California's contribution under the *Lower Basin Drought Contingency Plan*. Both are conservative assumptions and result in reduced imported water delivered to the Subbasin. In some scenarios with climate change, the decreased volume of imported water results in decreased groundwater replenishment.

This representation of climate change simulates drier future conditions than the climate change recommendations from DWR. Changes to Indio Subbasin streamflow were calculated using change factors for 2030 and 2070 provided by DWR for unimpaired flow within the Salton Sea watershed (HUC 18100200). Change factors are values multiplied by historical monthly or annual streamflow values to calculate probable discharge rates and variability under climate change. In brief, climate change impacts were assessed using DWR data and methodologies and were found to be small, within 10 percent of the 1995 historical value (DWR 2018). Over the 1970 to 2019 hydrological cycle, observed watershed runoff was estimated to be 52,506 AFY, under the DWR recommended climate change projection would be 50,540 AFY, whereas repeating the 1995 to 2019 cycle (our climate change projection) results in the total watershed runoff of 38,196 AFY.

Planning for climate change is important to maintain groundwater sustainability. Future scenarios with projects are presented here with the climate change hydrology to ensure the GSAs can manage the groundwater under changing future conditions. While the Baseline scenario without climate change is discussed in Section 7.6 to illustrate the effects of climate change, all other future scenarios without climate change are presented in Appendices 7-B and 7-C.

### 7.5.2 Baseline (No New Projects)

The Baseline scenario includes only those supplies and facilities currently in place to support Indio Subbasin management and assumes that no new projects or water supplies will be implemented. The Baseline propagates current conditions into the future to use as a basis for comparing 'with and without' future project conditions. Figure 7-22 provides a flow chart that shows the water balance (inflows and outflows) of the Subbasin under Baseline in year 2045, as well as the supplies used to meet demands. The demand forecast for the Plan Area totals 644,610 AFY in year 2045 (see Chapter 5, *Demand Projections*). Table 7-2 provides a summary of Baseline supplies used to directly meet demand and Table 7-3 provides a summary of supplies used for replenishment. Other model inflows and outflows (septic system flows, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, and watershed runoff) including groundwater pumping are discussed in Section 7.6. A summary of the assumptions for each supply source is provided below.

The Baseline scenario assumes that passive conservation savings, surface water diversions, and GRF operations will continue to be implemented, along with potable water and sewer consolidations.

**Table 7-2. Baseline (No New Projects) Scenario - Modeled Deliveries for Direct Use (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Groundwater <sup>a</sup>	296,089	308,643	321,483	334,169	344,092	353,244
Colorado River <sup>b</sup>	285,337	284,818	282,419	280,771	279,370	277,969
Recycled Water	13,397	13,397	13,397	13,397	13,397	13,397
<b>Total Direct Use Supplies</b>	<b>594,823</b>	<b>606,858</b>	<b>617,299</b>	<b>628,337</b>	<b>636,859</b>	<b>644,610</b>

<sup>a</sup> Simulated groundwater pumping in the model scenarios is within 0.03 percent; the slight difference is due to the differences in model area vs. Subbasin extent and numerical precision.

<sup>b</sup> Colorado River deliveries decrease over time due to conversion of agriculture that receives Canal deliveries to urban uses.

**Table 7-3. Baseline (No New Projects) Scenario – Modeled Deliveries for Replenishment (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Colorado River <sup>a</sup>	97,000	97,000	82,000	82,000	82,000	82,000
SWP Exchange <sup>b</sup>	60,527	60,297	60,092	59,903	79,724	79,431
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
Surface Water Diversions <sup>c</sup>	2,630	6,000	6,000	6,000	6,000	6,000
<b>Total Replenishment</b>	<b>170,720</b>	<b>173,860</b>	<b>158,655</b>	<b>158,466</b>	<b>167,724</b>	<b>167,431</b>

Note: Groundwater inflows and outflows (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, watershed runoff) are described in Section 7.6.

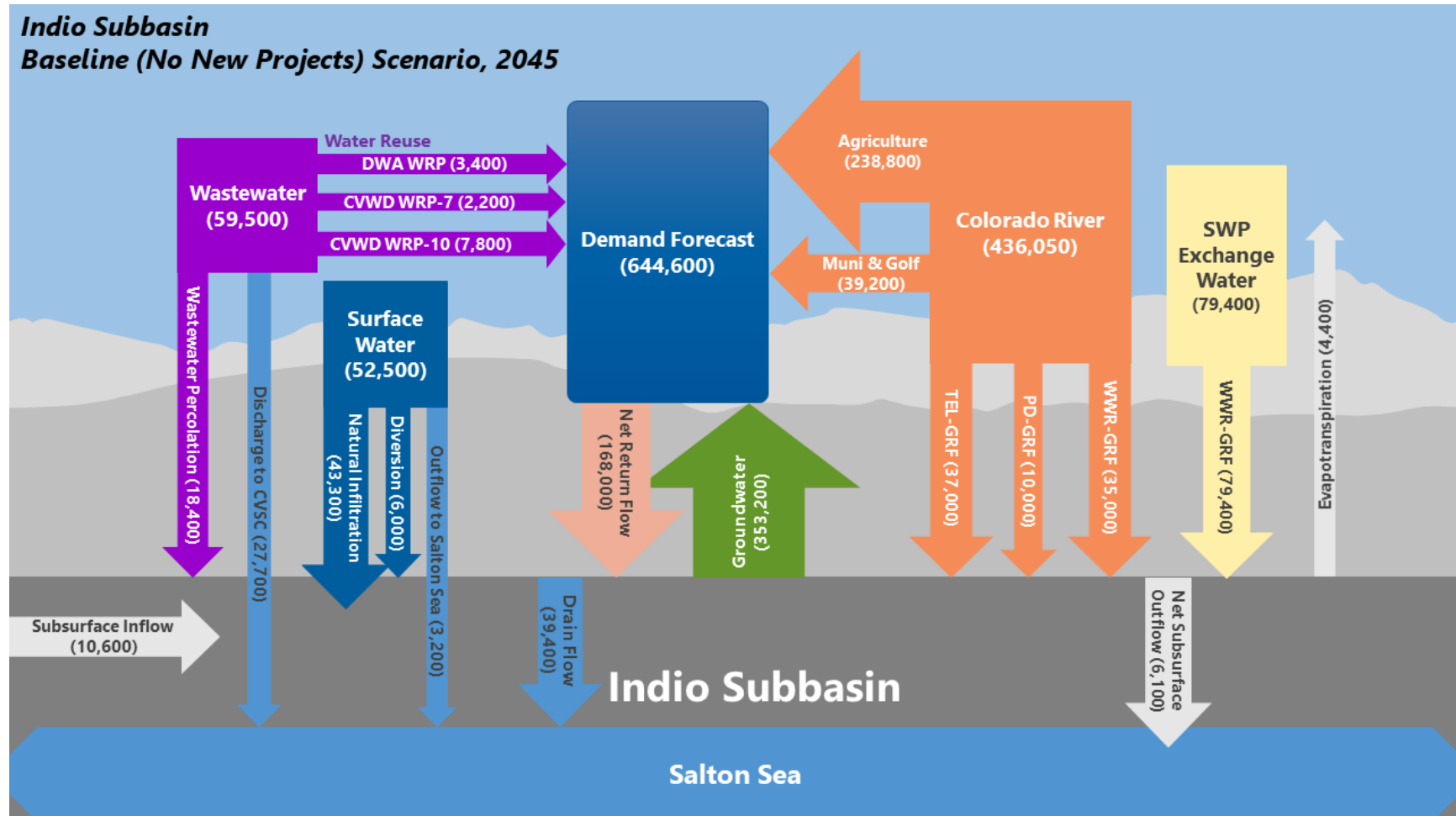
<sup>a</sup> Colorado River volumes assume that 15,000 AFY MWD-SWP transfer ends in 2027.

<sup>b</sup> SWP Exchange volumes assume Advanced Delivery credit from 2002 to 2035. This assumption is used so as not to double count advanced deliveries in future SWP deliveries.

<sup>c</sup> Surface water diversions include a small fraction of direct deliveries; for simplicity, all diversion volumes are assumed herein to be directed to WWR-GRF for recovery.

**Local Inflows, Outflows, and Supplies:** As illustrated in Figure 7-22, inflows to groundwater include subsurface inflow, mountain front recharge, surface water runoff that is diverted for replenishment or percolates along the mountain front or in local channels (minus losses to the Salton Sea), wastewater percolation, and return flows from use (which include septic system percolation). Total surface water runoff from local watersheds is estimated based on the 50-year hydrologic period from 1970 to 2019 and simulated into the future. Runoff inflows are assumed to vary annually, with estimated natural infiltration of watershed runoff (minus diversions and outflows to the Salton Sea) amounting to an annual average of 43,300 AF for the 50-year hydrologic period. Septic system inflow is 8,800 AFY in 2020 and decreases to 4,600 AFY by 2045 due to the connection of septic systems to sewers. Wastewater percolation serves as an inflow to the Subbasin and occurs at five wastewater treatment facility sites (Palm Springs WWTP, CVWD WRP-2, CVWD WRP-7, CVWD WRP-10, and MSWD Regional WRF). Wastewater percolation is assumed to provide an average Subbasin inflow of 6,316 AFY in 2020 and to ramp up to 18,377 AFY by 2045. Return flows from municipal, agricultural, and golf course demands are based on estimates of outdoor water use, as described in Section 7.2.5.5.

Figure 7-22. Baseline (No New Projects) Supply and Demand Flow Chart, 2045



Note: Values in this graphic are rounded to the nearest hundred and may not sum to totals. Colorado River volumes do not sum to total due to underrun under Baseline scenario with no new projects assumption.

Outflows from the Indio Subbasin include drain flow, evapotranspiration, and subsurface outflow. Subsurface inflow, drain flow, evapotranspiration, and subsurface outflow are derived from the MODFLOW model as described in Section 7.2.5.1 above.

As shown in Table 7-3, local supplies used for replenishment include surface water diversions. Under Baseline, local surface water diversions increase from 2,630 AFY in 2020 to 6,000 AFY by 2023, all of which is diverted to WWR-GRF subsurface storage and then recovered for delivery.

**Colorado River:** Colorado River water supplies available under Baseline include CVWD's base entitlement under the 2003 Quantification Settlement Agreement (see Chapter 6, *Water Supply*), along with transfers where there are agreements in place. Baseline assumes that diversions under the QSA ramp up from 394,000 AFY in 2020 to 424,000 AFY between 2027 and 2045 in 5,000 AFY increments. This ramp-up will allow the CVWD to fully utilize available Colorado River water at its maximum entitlement. The Colorado River supplies used in Baseline include a 15,000 AFY transfer from Metropolitan Water District of Southern California (MWD) delivered to WWR-GRF (MWD retains the remaining 5,000 AFY) and 35,000 AFY of SWP transfer with MWD per the 2003 QSA (described in Chapter 6, *Water Supply*). Baseline also assumes annual Canal conveyance losses of 5 percent. Under the Baseline scenario, a portion of available Colorado River supply is not able to be beneficially used without the construction of new projects.

Colorado River supplies are assumed to be used for replenishment and direct use, as follows:

- Colorado River Water replenishment:
  - TEL-GRF: Recharge limited to current recharge of 37,000 AFY
  - PD-GRF: Recharge limited to Phase I capacity of 10,000 AFY
  - WWR-GRF: Recharge of 15,000 AFY of MWD transfer from 2020 to 2026 (totaling 105,000 AF) and recharge of 35,000 AFY of QSA MWD transfer through the planning horizon.
- Colorado River Water direct deliveries: Delivery to current agricultural, East Valley golf courses, other recreation, WRP-7, WRP-10, and MVP direct users at current levels equaling 278,000 AFY, less reduced agricultural demands due to urban conversion.

**SWP Exchange:** Average annual SWP Exchange supplies under Baseline are based on the reliability of SWP deliveries received by CVWD and DWA since 2007 when Federal Judge Wanger overturned the Biological Opinion authored by USFWS and USBR concerning Delta export pumping operations. As described in Chapter 6, *Water Supply*, this decision significantly impacted DWR's ability to convey SWP supplies across the Delta for export. Baseline applies an average 45 percent reliability to SWP deliveries.

Additionally, MWD's Advance Delivery account had 353,946 AF in storage as of January 2020. Baseline assumes that MWD will credit SWP deliveries against the Advance Delivery account at 22,122 AF annually from 2020-2035 so as not to double count these deliveries. Additional SWP Exchange water is available through Yuba Accord deliveries (see Chapter 6, *Water Supply*) and is assumed to have a 10-year average of 651 AFY.

SWP Exchange supplies modeled under Baseline are varied annually based on the historical variability of SWP Table A deliveries received by the CVWD and DWA, as described in Chapter 6, *Water Supply*. Final SWP allocations between 2007 and 2021 have ranged from a high of 85 percent in 2017 to a low of 5 percent in 2014 and again in 2021. Baseline applies an annual variability factor that mimics the variability



of deliveries associated with different climate years. The variability factors were developed based on the same water years (1970 to 2019) as local hydrology.

SWP Exchange water is assumed to be used for replenishment at WWR-GRF and MC-GRF, and the split of water between these replenishment facilities is to be consistent with the 2004 Settlement Agreement between DWA, CVWD, and MSWD.

**Other Supplies:** One additional supply is included under Baseline: Rosedale-Rio Bravo deliveries of 10,563 AFY from 2020 to 2035.

**Recycled Water:** Recycled water supplies are currently produced at three locations: Palm Springs WWTP/DWA WRP, CVWD WRP-7, and CVWD WRP-10. Recycled water supply availability is expected to increase due to development driving an increase in indoor water use and associated wastewater flows within the Plan Area. Total recycled water use is expected to remain at 13,397 AFY as no new projects or non-potable connections are assumed to be implemented under Baseline.

### 7.5.3 Baseline with Climate Change

The Baseline with Climate Change scenario includes only those supplies and facilities currently in place to support Subbasin management and assumes that no new projects or water supplies will be implemented. Baseline with Climate Change propagates current management practices into the future under assumptions of future climate conditions and associated supply impacts. Table 7-4 provides a summary of Baseline with Climate Change supplies used to directly meet demand and Table 7-5 provides a summary of supplies used for replenishment. Other model inflows and outflows (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, and watershed runoff) including groundwater pumping are discussed in Section 7.6. Figure 7-23 provides a flow chart that shows the water balance of the Subbasin under Baseline with Climate Change for year 2045, as well as the supplies used to meet demands. The demand forecast for the Plan Area totals 644,610 AFY in year 2045 (see Chapter 5, *Demand Projections*). A summary of the assumptions applied to each supply source is provided below.

The Baseline with Climate Change scenario assumes that passive conservation savings, surface water diversions, and GRF operations will continue to be implemented, along with potable water and sewer consolidations.

**Table 7-4. Baseline with Climate Change Scenario – Modeled Deliveries for Direct Use (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Groundwater <sup>a</sup>	296,089	308,643	321,483	334,169	344,092	353,244
Colorado River <sup>b</sup>	285,337	284,818	282,419	280,771	279,370	277,969
Recycled Water	13,397	13,397	13,397	13,397	13,397	13,397
<b>Total Direct Use Supplies</b>	<b>594,823</b>	<b>606,858</b>	<b>617,299</b>	<b>628,337</b>	<b>636,859</b>	<b>644,610</b>

<sup>a</sup> Simulated groundwater pumping in the model scenarios is within 0.03 percent; the slight difference is due to the differences in model area vs. Subbasin extent and numerical precision.

<sup>b</sup> Colorado River deliveries decrease over time due to conversion of agriculture that receives Canal deliveries to urban uses.

**Table 7-5. Baseline with Climate Change Scenario – Modeled Deliveries for Replenishment (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Colorado River <sup>a</sup>	97,000	97,000	82,000	82,000	82,000	82,000
SWP Exchange <sup>b</sup>	60,527	60,057	59,614	59,188	78,775	78,248
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
Surface Water Diversions <sup>c</sup>	2,630	6,000	6,000	6,000	6,000	6,000
<b>Total Replenishment</b>	<b>170,720</b>	<b>173,620</b>	<b>158,177</b>	<b>157,751</b>	<b>166,775</b>	<b>166,248</b>

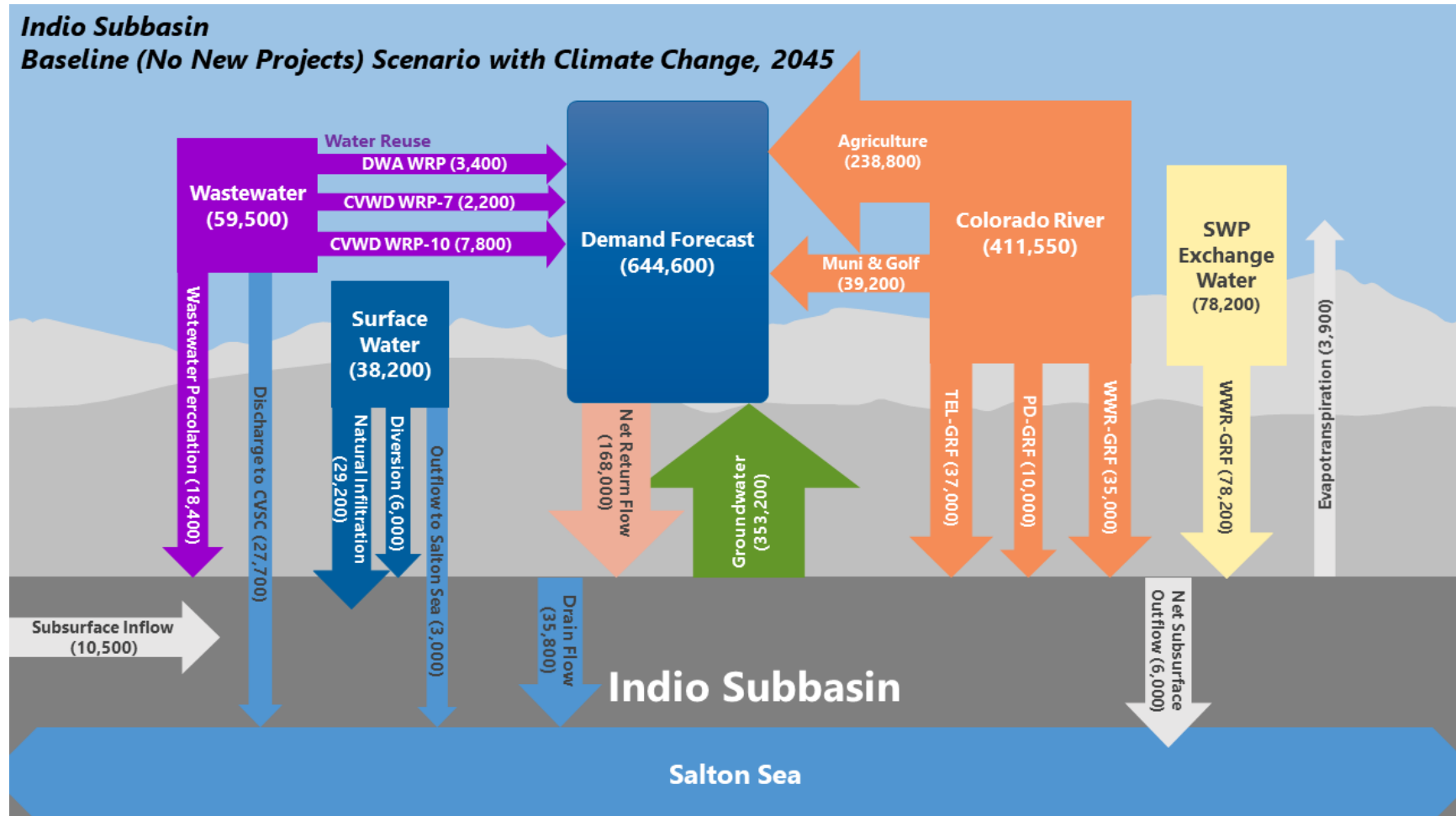
Note: Groundwater inflows and outflows (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, watershed runoff) are described in Section 7.6.

<sup>a</sup> Colorado River volumes assume that 15,000 AFY MWD-SWP transfer ends in 2027.

<sup>b</sup> SWP Exchange volumes assume Advanced Delivery credit from 2002 to 2035. This assumption is used so as not to double count advanced deliveries in future SWP deliveries.

<sup>c</sup> Surface water diversions include a small fraction of direct deliveries; for simplicity, all diversion volumes are assumed herein to be directed to WWR-GRF for recovery.

Figure 7-23. Baseline (No New Projects) with Climate Change Supply and Demand Flow Chart, 2045



Note: Values in this graphic are rounded to the nearest hundred and may not sum to totals. Colorado River volumes do not sum to total due to underrun under Baseline with Climate Change scenario with no new projects assumption.

**Local Inflows, Outflows, and Supplies:** As illustrated in Figure 7-23, inflows to groundwater include subsurface inflow, surface water runoff (diverted for replenishment or percolating along local channels minus losses to the Salton Sea), wastewater percolation, and return flows from use (which include septic system percolation). However, total watershed runoff is estimated based on the drier 25-year hydrologic period from 1995 to 2019. As shown in Figure 7-23, estimated average natural infiltration of watershed runoff (minus diversions and outflows to the Salton Sea) amounts to 29,204 AFY, approximately 14,000 AFY less than in the Baseline scenario due to the drier climate change assumptions.

In the Baseline with Climate Change scenario, return flows, wastewater percolation, and septic system inflow are the same as in Baseline because the demands, which contribute to these flows, are assumed to remain unchanged. Subsurface inflow, drain flow, evapotranspiration, and subsurface outflow are derived from the MODFLOW model described in Section 7.2.5 above. As with Baseline, available local water inflows also include surface water diverted for replenishment. As with Baseline, local surface water diversions increase from 2,630 AFY in 2020 to 6,000 AFY by 2023, all of which is diverted to WWR-GRF subsurface storage and then recovered for delivery.

**Colorado River:** Colorado River water supplies available under Baseline with Climate Change use the same planning assumptions as Baseline, except with an assumed reduction in Canal deliveries based on the *Lower Basin Drought Contingency Plan (Lower Basin DCP)*. According to the *Lower Basin DCP*, CVWD is responsible for a portion of California's contribution to demand reduction on the Colorado River (see Chapter 6, *Water Supply*). Under Baseline with Climate Change, Canal deliveries are assumed to be reduced by 14,500 AFY from 2020 to 2026, and by 24,500 AFY after 2026. Colorado River water demand for direct deliveries and recharge capacities are expected to remain the same as in Baseline. Under the Baseline with Climate Change scenario, a portion of available Colorado River supply is not able to be beneficially used.

**SWP Exchange:** SWP Exchange supplies available under Baseline with Climate Change are the same as under Baseline in terms of 45 percent average annual reliability, variability factors applied based on water years, and Advance Delivery credits applied for 2020 to 2035. Under anticipated climate conditions, reliability is assumed to be reduced by an additional -1.5 percent as compared to Baseline by 2045, as modeled by DWR in its *2019 SWP Delivery Capability Report (DWR, 2020)*.

SWP Exchange water is assumed to be used for replenishment at the WWR-GRF and MC-GRF, and the allocation of water between these replenishment facilities is consistent with the 2004 Settlement Agreement.

**Recycled Water:** Recycled water supplies under the Baseline with Climate Change are identical to the Baseline planning assumptions, remaining at 13,397 AFY.

**Other Supplies:** Rosedale-Rio Bravo deliveries of 10,583 AFY from 2020 to 2035 assume no loss due to climate change.

### 7.5.4 5-Year Plan with Climate Change

The 5-Year Plan with Climate Change scenario includes supplies and facilities currently in place to support Subbasin management, along with new projects planned to be completed as part of the GSAs' 2020 5-year capital improvement programs (5-year CIPs) and supplies under the control of GSAs. This scenario assumes that climate change will impact imported water and local water supplies. Table 7-6 provides a summary of 5-Year Plan with Climate Change supplies used to directly meet demand and Table 7-7 provides a summary of supplies used for replenishment. Supply inputs used for the model (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, and watershed runoff) and groundwater pumping are discussed in Section 7.6. Figure 7-24 provides a flow chart that shows the water balance of the basin under 5-Year Plan with Climate Change in year 2045, as well as the supplies used to meet demands. The demand forecast for the Plan Area totals 644,610 AFY in year 2045 (see Chapter 5, *Demand Projections*). A summary of the assumptions applied to each supply source is provided below.

The 5-Year Plan with Climate Change scenario assumes that passive conservation savings, surface water diversions, and GRF operations will continue to be implemented, along with potable water and sewer consolidations. New supply from Lake Perris Seepage project becomes available in 2023. Planned non-potable expansions from WRP-7 and WRP-10 will deliver Canal and recycled water, along with Canal deliveries to East Valley golf courses and the Oasis Distribution System. Additionally, PD-GRF expansion will allow for greater Subbasin replenishment.

**Table 7-6. 5-Year Plan with Climate Change Supply Scenario – Modeled Deliveries for Direct Use (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Groundwater <sup>a</sup>	296,089	271,914	284,754	297,440	307,362	316,514
Colorado River <sup>b</sup>	285,337	317,932	314,733	312,385	310,184	307,883
Recycled Water	13,397	17,013	17,813	18,513	19,313	20,213
<b>Total Direct Use Supplies</b>	<b>594,823</b>	<b>606,858</b>	<b>617,299</b>	<b>628,337</b>	<b>636,859</b>	<b>644,610</b>

<sup>a</sup> Simulated groundwater pumping in the model scenarios is within 0.03 percent; the slight difference is due to the differences in model area vs. Subbasin extent and numerical precision.

<sup>b</sup> Colorado River deliveries increase over time due to new non-potable connections.

**Table 7-7. 5-Year Plan with Climate Change Scenario – Modeled Deliveries for Replenishment (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Colorado River <sup>a</sup>	97,000	93,868	96,817	97,000	97,000	97,000
SWP Exchange <sup>b</sup>	60,527	62,576	62,125	61,690	81,268	80,733
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
Surface Water Diversions <sup>c</sup>	2,630	6,000	6,000	6,000	6,000	6,000
<b>Total Replenishment</b>	<b>170,720</b>	<b>173,007</b>	<b>175,505</b>	<b>175,253</b>	<b>184,268</b>	<b>183,733</b>

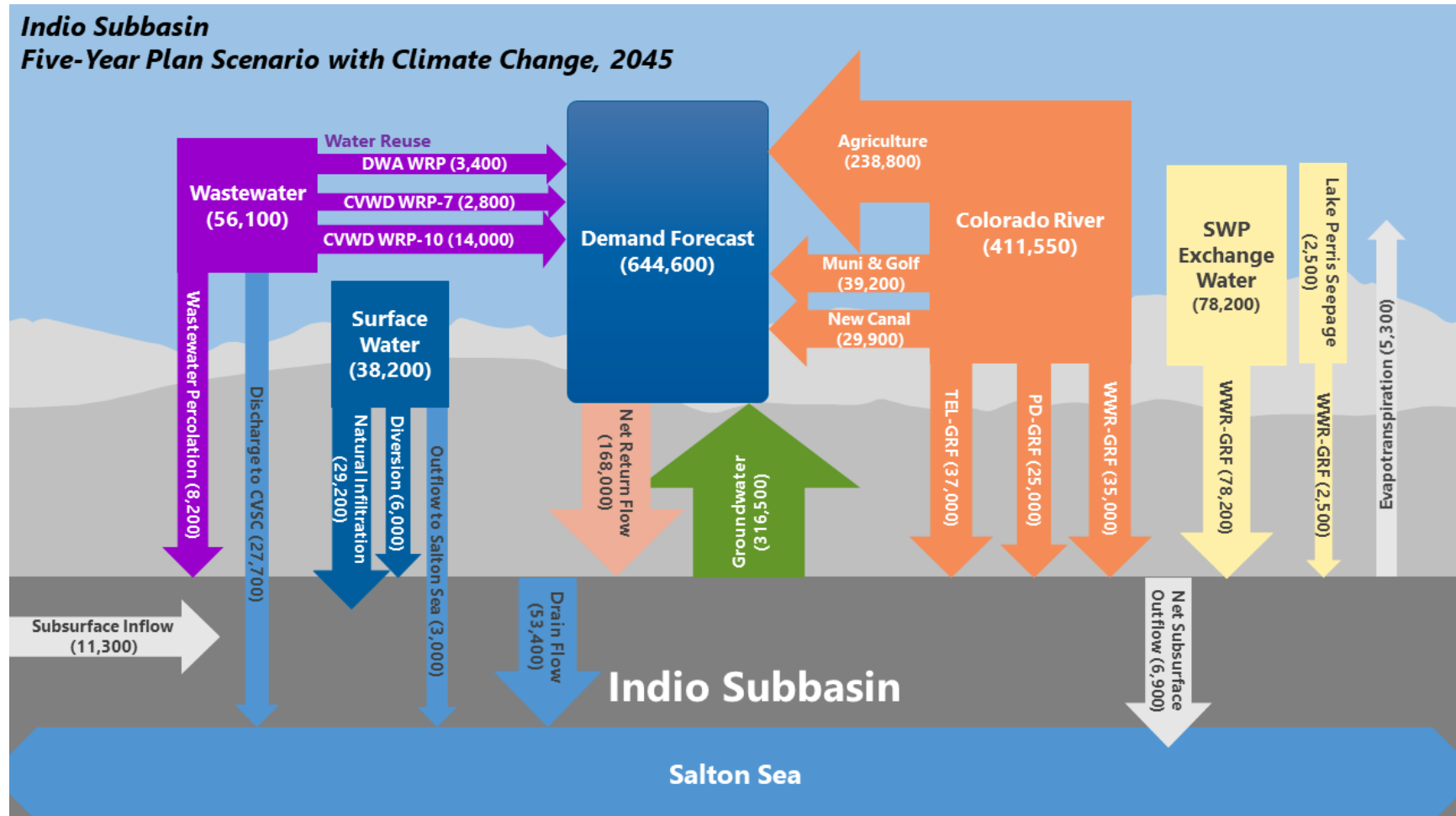
Note: Groundwater inflows and outflows (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, watershed runoff) are described in Section 7.6.

<sup>a</sup> Colorado River volumes assume that 15,000 AFY MWD-SWP transfer ends in 2027.

<sup>b</sup> SWP Exchange volumes assume Advanced Delivery credit from 2002 to 2035. This assumption is used so as not to double count advanced deliveries in future SWP deliveries.

<sup>c</sup> Surface water diversion include a small fraction of direct deliveries; for simplicity, all diversion volumes are assumed herein to be directed to WWR-GRF for recovery.

Figure 7-24. 5-Year Plan with Climate Change Supply and Demand Flow Chart, 2045



Note: Values in this graphic are rounded to the nearest hundred and may not sum to totals. Colorado River volumes do not sum to total due to underrun under Baseline with Climate Change scenario with no new projects assumption.

**Local Inflows, Outflows, and Supplies:** Surface water hydrology under 5-Year Plan with Climate Change is the same as Baseline with Climate Change, as are return flows and septic system inflows. Wastewater percolation is expected to be reduced due to an increase in recycled water use (described below). In this scenario, wastewater from the MSWD Regional WRF is transferred north for use in the Mission Creek Subbasin starting in 2027. Subsurface inflow, drain flow, evapotranspiration, and subsurface outflow are derived from the MODFLOW model described in Section 7.2.5.

**Colorado River:** Colorado River water supplies available under the 5-Year Plan with Climate Change are assumed to remain the same as under Baseline with Climate Change (assuming reductions due to *Lower Basin DCP*); however, available supply use increases due to planned expansions to replenishment facilities and direct deliveries. Under 5-Year Plan with Climate Change, the PD-GRF is planned to expand to allow for recharge to increase from 10,000 AFY in 2020 to 25,000 AFY in 2023. By expanding recharge at the PD-GRF and reducing the supply available under climate change conditions, the Colorado River supplies used for recharge at the WWR-GRF are reduced from 2023 to 2045 as the supply is utilized for recharge at PD-GRF, additional non-potable connections in the East Valley and mid-Valley, and by the Oasis In-lieu Project. Increases in Colorado River direct deliveries begin in 2022 at 1,122 AFY and total 36,729 AFY by 2025. As available Colorado River supply is fully utilized in the Mid- and East Valley areas, CVWD will reduce replenishment at the GRFs. The increase in direct deliveries results in a reduction in replenishment of CVWD's 2003 QSA entitlement at WWR-GRF to 22,645 AFY beginning in 2027.

**SWP Exchange:** SWP Exchange supplies available under 5-Year Plan with Climate Change are the same as under Baseline with Climate Change, with 45 percent reliability varied annually and -1.5 percent reduction due to climate change. SWP Exchange water is assumed to be used for replenishment at the WWR-GRF and MC-GRF, consistent with the *2004 Settlement Agreement*. New supplies (2,500 AFY) from the Lake Perris Seepage Recovery project come online in 2023.

**Recycled Water:** Recycled water availability is expected to increase due to increased recycled water production and deliveries to new non-potable connections. WRP-7 deliveries increase from 2,201 AFY in 2020 to 2,800 AFY in 2025. WRP-10 deliveries increase from 7,783 AFY in 2020 to 14,000 AFY in 2045. Any recycling of wastewater from WRP-10 and WRP-7 disposed to percolation ponds would offset groundwater pumping, but reduce net return flows to groundwater.

**Other Supplies:** Rosedale-Rio Bravo deliveries remain the same as in Baseline.

### 7.5.5 Future Projects with Climate Change

The Future Projects with Climate Change Scenario (Future Projects with Climate Change) includes supplies and facilities currently in place to support Subbasin management, along with projects for new supplies and facilities that are planned by the GSA agencies within the 25-year planning horizon. Supply constraints associated with climate changes are assumed for local and imported supplies. Table 7-8 provides a summary of Future Projects with Climate Change supplies used to directly meet demand and Table 7-9 provides supplies used for replenishment. Other inflows and outflows to the model (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, and watershed runoff) including groundwater pumping are discussed in Section 7.6. Figure 7-25 provides a flow chart that shows the water balance of the Subbasin under Future Projects with Climate Change in year 2045, as well as the supplies used to meet demands. The demand forecast for the Plan Area totals 644,610 AFY in year 2045 (see Chapter 5, *Demand Projections*). A summary of the assumptions applied to each supply source is provided below.

The Future Projects with Climate Change Scenario assumes that passive conservation savings, surface water diversions, and GRF operations will continue to be implemented, along with potable water and sewer consolidations. Participation in the DCF will restore SWP supply reliability to 59 percent, and Sites Reservoir and Lake Perris Seepage will come online in 2023 and 2035, respectively, and continue through the planning horizon. Planned non-potable expansions from WRP-7 and WRP-10 will deliver increased Canal and recycled water, along with increased Canal deliveries to Mid-Valley Pipeline connections, East Valley golf courses, and the Oasis Distribution System (as compared to the 5-Year Plan scenario). The EVRA potable reuse project will be implemented.

**Table 7-8. Future Projects with Climate Change Scenario – Modeled Deliveries for Direct Use (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Groundwater <sup>a</sup>	296,088	271,914	266,364	261,423	267,252	276,404
Colorado River <sup>b</sup>	285,337	317,932	333,122	348,401	350,294	347,993
Recycled Water	13,397	17,013	17,813	18,513	19,313	20,213
<b>Total Direct Use Supplies</b>	<b>594,823</b>	<b>606,858</b>	<b>617,299</b>	<b>628,337</b>	<b>636,859</b>	<b>644,610</b>

<sup>a</sup> Simulated groundwater pumping in the model scenarios is within 0.03 percent; the slight difference is due to the differences in model area vs. Subbasin extent and numerical precision.

<sup>b</sup> Colorado River deliveries increase over time due to new non-potable connections.

**Table 7-9. Future Projects with Climate Change Scenario – Modeled Deliveries for Replenishment (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Colorado River <sup>a</sup>	97,000	93,868	78,428	63,149	61,256	63,557
SWP Exchange <sup>b</sup>	60,527	62,576	62,125	72,193	91,732	114,720
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
Indirect Potable Reuse	0	0	5,000	5,000	5,000	5,000
Surface Water Diversions <sup>c</sup>	2,630	6,000	6,000	6,000	6,000	6,000
<b>Total Replenishment</b>	<b>170,720</b>	<b>173,007</b>	<b>162,116</b>	<b>156,905</b>	<b>163,988</b>	<b>189,277</b>

Note: Groundwater inflows and outflows (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, watershed runoff) are described in Section 7.6.

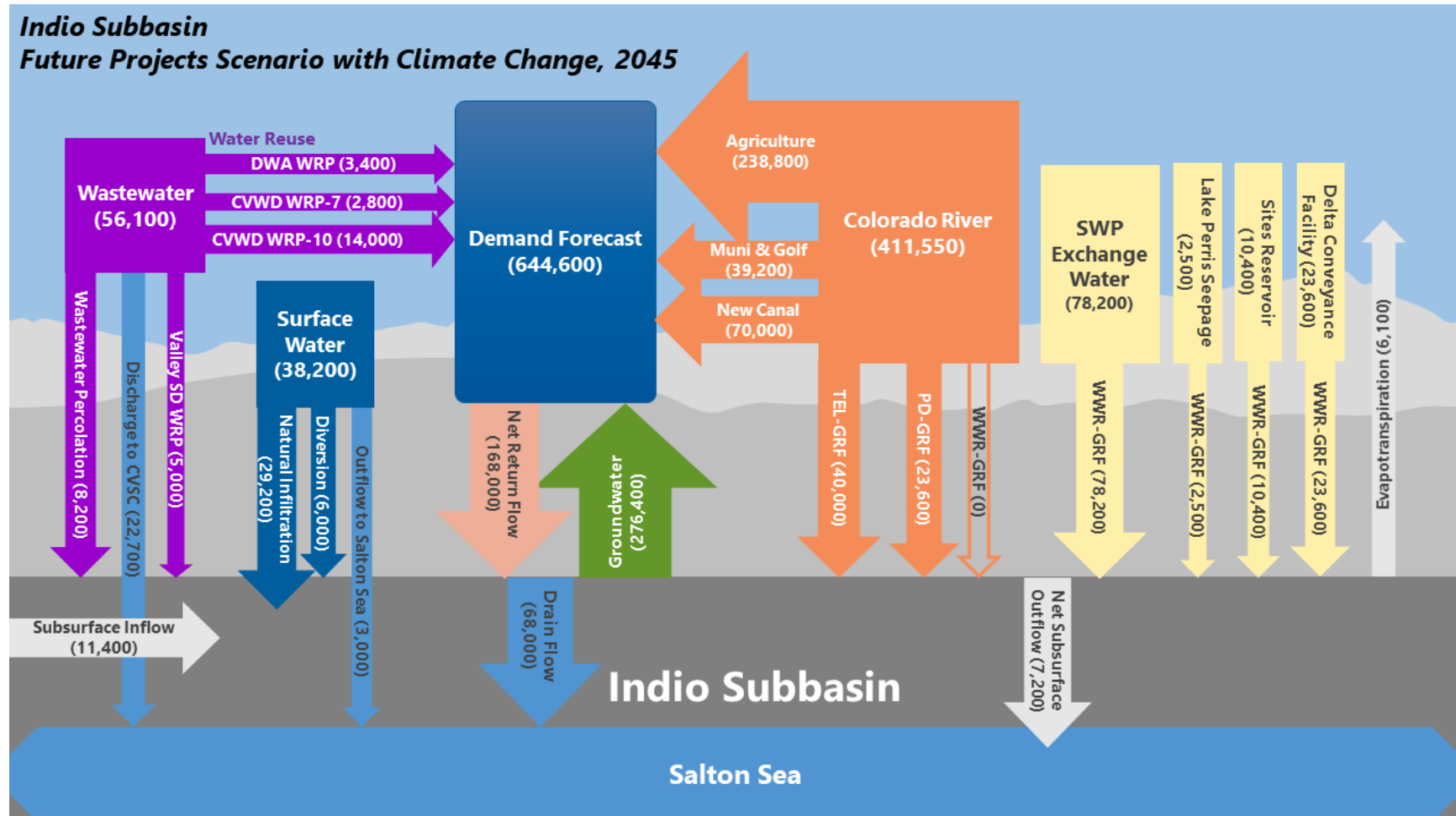
<sup>a</sup> Colorado River volumes assume that 15,000 AFY MWD-SWP transfer ends in 2027.

<sup>b</sup> SWP Exchange volumes assume Advanced Delivery credit from 2002 to 2035. This assumption is used so as not to double count advanced deliveries in future SWP deliveries. SWP Exchange includes future supplies from DCF, Sites Reservoir, and Lake Perris Seepage as described below.

<sup>c</sup> Surface water diversions include a small fraction of direct deliveries; for simplicity, all diversion volumes are assumed herein to be directed to WWR-GRF for recovery.



Figure 7-25. Future Projects with Climate Change Supply and Demand Flow Chart, 2045



Note: Values in this graphic are rounded to the nearest hundred and may not sum to totals.

**Local Inflows, Outflows, and Supplies:** Surface water hydrology under Future Projects with Climate Change is the same as Baseline with Climate Change, as are return flows and septic system inflows. Wastewater percolation is expected to be reduced due to an increase in recycled water use (described below), along with the transfer of MSWD Regional WRF flows to the Mission Creek Subbasin starting in 2027. Subsurface inflow, drain flow, evapotranspiration, and subsurface outflow are derived from the MODFLOW model described in Section 7.2.5.

**Colorado River:** Colorado River water supplies available under Future Projects with Climate Change are assumed to remain the same as under the 5-Year Plan with Climate Change, but with additional direct deliveries. Under Future Projects with Climate Change, in addition to the replenishment facility expansions discussed under the 5-Year Plan, the TEL-GRF will expand from a capacity of 37,000 AFY in 2020 to 40,000 AFY in 2025. Increases in Colorado River direct deliveries begin in 2022 at 1,122 AFY and amount to 76,839 AFY by 2045. As available Colorado River supply is fully utilized in the Mid- and East Valley, CVWD will reduce replenishment at WWR-GRF and PD-GRF. The increase in direct deliveries results in a reduction in replenishment of CVWD's 2003 QSA entitlement at PD-GRF beginning in 2031 to a low of 4,535 AFY in 2045. Under this scenario, QSA water is not available for recharge at WWR-GRF starting in 2031.

**SWP Exchange:** SWP Exchange supplies available under Future Projects with Climate Change include the Table A deliveries (45 percent reliability varied annually based on water year and -1.5 percent reduction due to climate change) assumed under Baseline with Climate Change, with the addition of the following projects:

- Delta Conveyance Facility (DCF) to increase the reliability of SWP deliveries by 26,500 AFY (to 59% of Table A) in 2040 due to improvements in Delta conveyance, reduced by the volume diverted to MC-GRF under the *2014 Mission Creek Water Management Agreement* (see Chapter 6, *Water Supply*).
- Lake Perris Dam Seepage Recovery Project to provide 2,754 AFY, reduced by the volume diverted to MC-GRF. Lake Perris Seepage will come online in 2023 and continue through the planning/modeling horizon.
- Sites Reservoir Project to provide 11,550 AFY, reduced by the volume diverted to MC-GRF. Sites Reservoir will come online in 2035 and continue through the planning/modeling horizon. 30 percent conveyance loss is applied to this supply.

**Recycled Water:** Recycled water supplies under Future Projects with Climate Change are further expanded from those shown under the 5-Year Plan with Climate Change, including an increase in recycled water deliveries by 6,815 AFY in 2045 and with 5,000 AFY of potable reuse from Valley Sanitary District's WRP (referred to as the EVRA Potable Reuse Project).

**Other Supplies:** Rosedale-Rio Bravo deliveries remain the same as in Baseline.

### 7.5.6 Expanded Agriculture with Climate Change

The Expanded Agriculture with Climate Change Scenario (Expanded Agriculture with Climate Change) includes increased agricultural demands, along with the same suite of planned future projects described under the Future Projects with Climate Change Scenario. This scenario assumes 8,000 acres of additional farmland (inclusive of 1,500 AFY in baseline demand forecast). This scenario assumes that new agricultural growth occurs due in part to expanded availability of Canal water to currently idle lands. The

scenario allocates 85 percent of new agricultural demands to Canal water and 15 percent to groundwater.

Table 7-10 provides a summary of Expanded Agriculture with Climate Change supplies used to directly meet demand and Table 7-11 provides a summary of supplies used for replenishment. Other inflow and outflows to the model (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, and watershed runoff) including groundwater pumping are discussed in Section 7.6. Figure 7-26 provides a flow chart that shows the water balance of the Indio Subbasin under Expanded Agriculture with Climate Change in year 2045, as well as the supplies used to meet demands. The demand forecast for the Expanded Agriculture with Climate Change scenario includes an additional 8,000 acres of agricultural production and totals 679,696 AFY in year 2045 (assuming 15 percent of additional crop demand served by groundwater and 85 percent by Canal water). All water supplies and projects described under Future Projects with Climate Change are applied to this scenario.

The Expanded Agriculture with Climate Change scenario assumes the same projects and supplies as the Future Projects scenario. Planned non-potable expansions from WRP-7 and WRP-10 will deliver increased Canal and recycled water, along with increased Canal deliveries to Mid-Valley Pipeline connections, East Valley golf courses, and the Oasis Distribution System (as compared to the 5-Year Plan scenario). The EVRA potable reuse project will be implemented.

**Table 7-10. Expanded Agriculture with Climate Change Scenario – Modeled Deliveries for Direct Use (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Groundwater <sup>a</sup>	296,088	272,967	268,470	264,581	271,463	281,667
Colorado River <sup>b</sup>	285,337	323,896	345,051	366,295	374,152	377,816
Recycled Water	13,397	17,013	17,813	18,513	19,313	20,213
<b>Total Direct Use Supplies</b>	<b>594,823</b>	<b>613,876</b>	<b>631,334</b>	<b>649,389</b>	<b>664,928</b>	<b>679,696</b>

<sup>a</sup> Simulated groundwater pumping in the model scenarios is within 0.03 percent; the slight difference is due to the differences in model area vs. Subbasin extent and numerical precision.

<sup>b</sup> Colorado River deliveries increase over time due to new non-potable connections.

**Table 7-11. Expanded Agriculture with Climate Change Scenario – Modeled Deliveries for Replenishment (AFY)**

Supply (Acre-Feet)	2020	2025	2030	2035	2040	2045
Colorado River <sup>a</sup>	97,000	87,904	66,499	45,255	37,398	33,734
SWP Exchange <sup>b</sup>	60,527	62,576	62,125	72,193	91,732	114,720
Other: Rosedale Rio-Bravo	10,563	10,563	10,563	10,563	0	0
Indirect Potable Reuse	0	0	5,000	5,000	5,000	5,000
Surface Water Diversions <sup>c</sup>	2,630	6,000	6,000	6,000	6,000	6,000
<b>Total Replenishment</b>	<b>170,720</b>	<b>167,043</b>	<b>150,187</b>	<b>139,011</b>	<b>140,130</b>	<b>159,454</b>

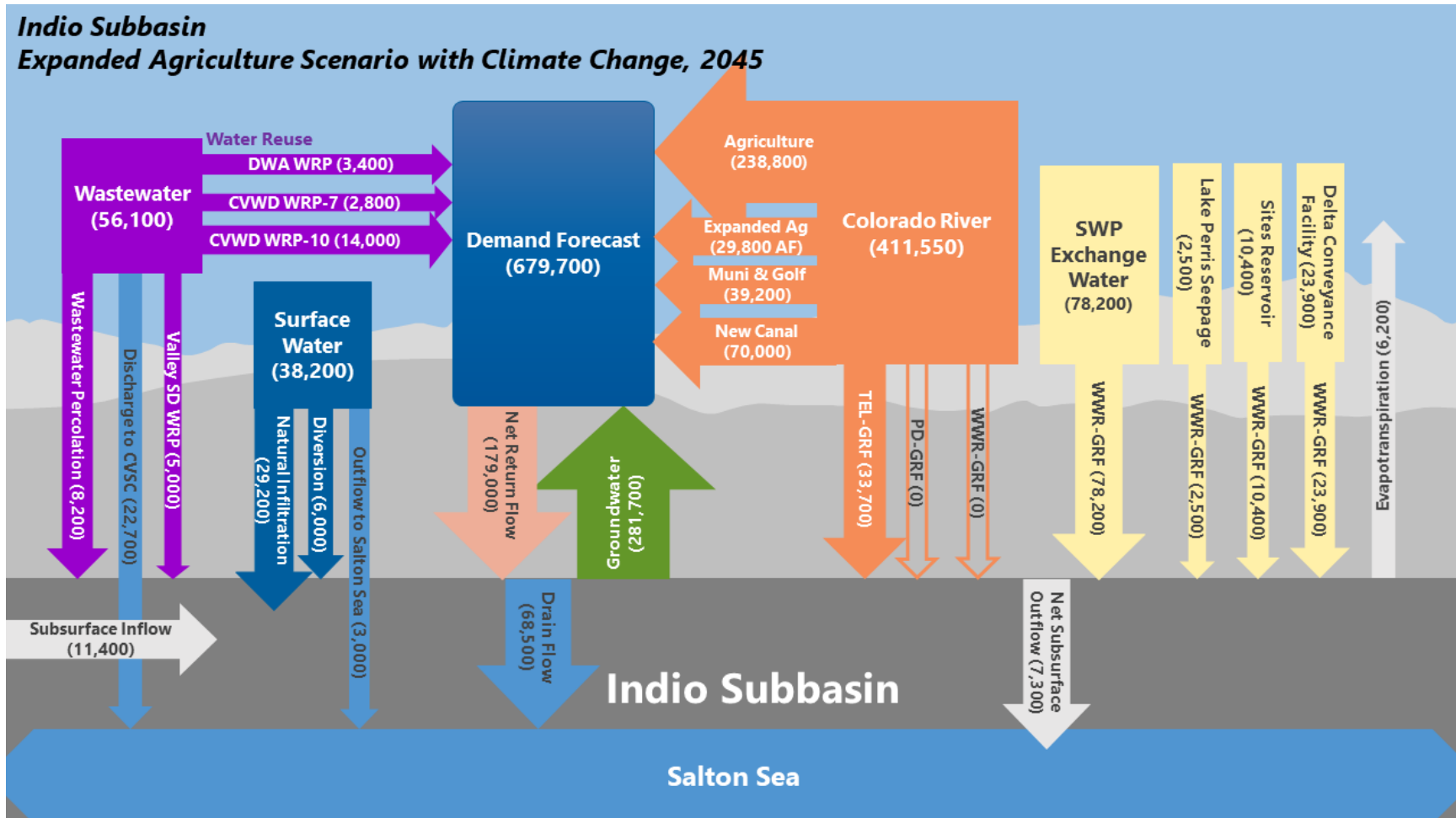
Note: Groundwater inflows and outflows (septic systems, return flows, subsurface inflow and outflow, drain flows, evapotranspiration, watershed runoff) are described in Section 7.6.

<sup>a</sup> Colorado River volumes assume that 15,000 AFY MWD-SWP transfer ends in 2027.

<sup>b</sup> SWP Exchange volumes assume Advanced Delivery credit from 2002 to 2035. This assumption is used so as not to double count advanced deliveries in future SWP deliveries. SWP Exchange includes future supplies from DCF, Sites Reservoir, and Lake Perris Seepage as described below.

<sup>c</sup> Surface water diversions include a small fraction of direct deliveries; for simplicity, all diversion volumes are assumed herein to be directed to WWR-GRF for recovery.

Figure 7-26. Expanded Agriculture with Climate Change Supply and Demand Flow Chart, 2045



Note: Values in this graphic are rounded to the nearest hundred and may not sum to totals.

**Local Inflows, Outflows, and Supplies:** Surface water hydrology under Expanded Agriculture with Future Projects and Climate Change is the same as Baseline with Climate Change, as are return flows and septic system inflows. Wastewater percolation is expected to be reduced due to an increase in recycled water use (described below), along with the transfer of MSWD Regional WRF flows to the Mission Creek Subbasin starting in 2027. Subsurface inflow, drain flow, evapotranspiration, and subsurface outflow are derived from the MODFLOW model described in Section 7.2.5.

**Colorado River:** Colorado River water supplies available under Expanded Agriculture with Future Projects and Climate Change are assumed to remain the same as under the Future Projects with Climate Change, but with additional expansions of direct deliveries. Increases in Colorado River direct deliveries begin in 2022 at 1,122 AFY and amount to 106,663 AFY by 2045. As available Colorado River supply is fully utilized in the Mid- and East Valley, CVWD will reduce replenishment at the GRFs. This results in a reduction in replenishment of CVWD's 2003 QSA entitlement at TEL-GRF beginning in 2031 to a low of 14,712 AFY in 2045, along with ending QSA deliveries at WWR-GRF in 2028 and PD-GRF in 2031.

**SWP Exchange:** SWP Exchange supplies are the same as under Future Projects with Climate Change and include Table A deliveries (45 percent reliability varied annually based on water year and -1.5 percent reduction due to climate change) along with DCF, Lake Perris Dam Seepage Recovery Project, and Sites Reservoir Project.

**Recycled Water:** Recycled water supplies are the same as under Future Projects with Climate Change.

**Other Supplies:** Rosedale-Rio Bravo deliveries remain the same as in Baseline.

## 7.6 Scenario Implementation

The calibrated Indio Subbasin MODFLOW model was used to simulate water budgets and groundwater level changes over a future 50-year period, from January 2020 to December 2069. The same model area, boundaries, layering, aquifer characteristics, drains, and evapotranspiration areas used in the historical model were maintained in the future predictive model. Only model inflow and outflow amounts, and selected model boundary conditions, were changed for the scenario simulations. Model inflow and outflow sources and rates were estimated for five scenarios, as described in Section 7.5. Annual model stress periods and 12 timesteps per stress period were used, as with the updated historical model. Predicted groundwater level changes over time (along with future changes in Subbasin storage, drain flows, and flows to the Salton Sea) were evaluated to assess overall groundwater Subbasin response, local changes, and effectiveness of the potential management actions for each modeled scenario. The methods used to extend the estimates of each element of the water budget and model input are described in detail below.

### 7.6.1 Inflows

The Indio Subbasin is recharged through a combination of natural inflows of surface water and groundwater, replenishment of imported water, wastewater percolation, and irrigation return flows. Each of these sources was updated to reflect the specific future conditions in each scenario, as described in Section 7.5 above.

Figure 7-27 shows the average water balance by element for each scenario. Figure 7-27 and Table 7-12 shows the average water balance by element for each scenario. The bar chart summarizes each scenario by the average annual contribution by water balance element over the future planning period (2020 to 2045). The following sections describe each of the sources of inflow to the Indio Subbasin.

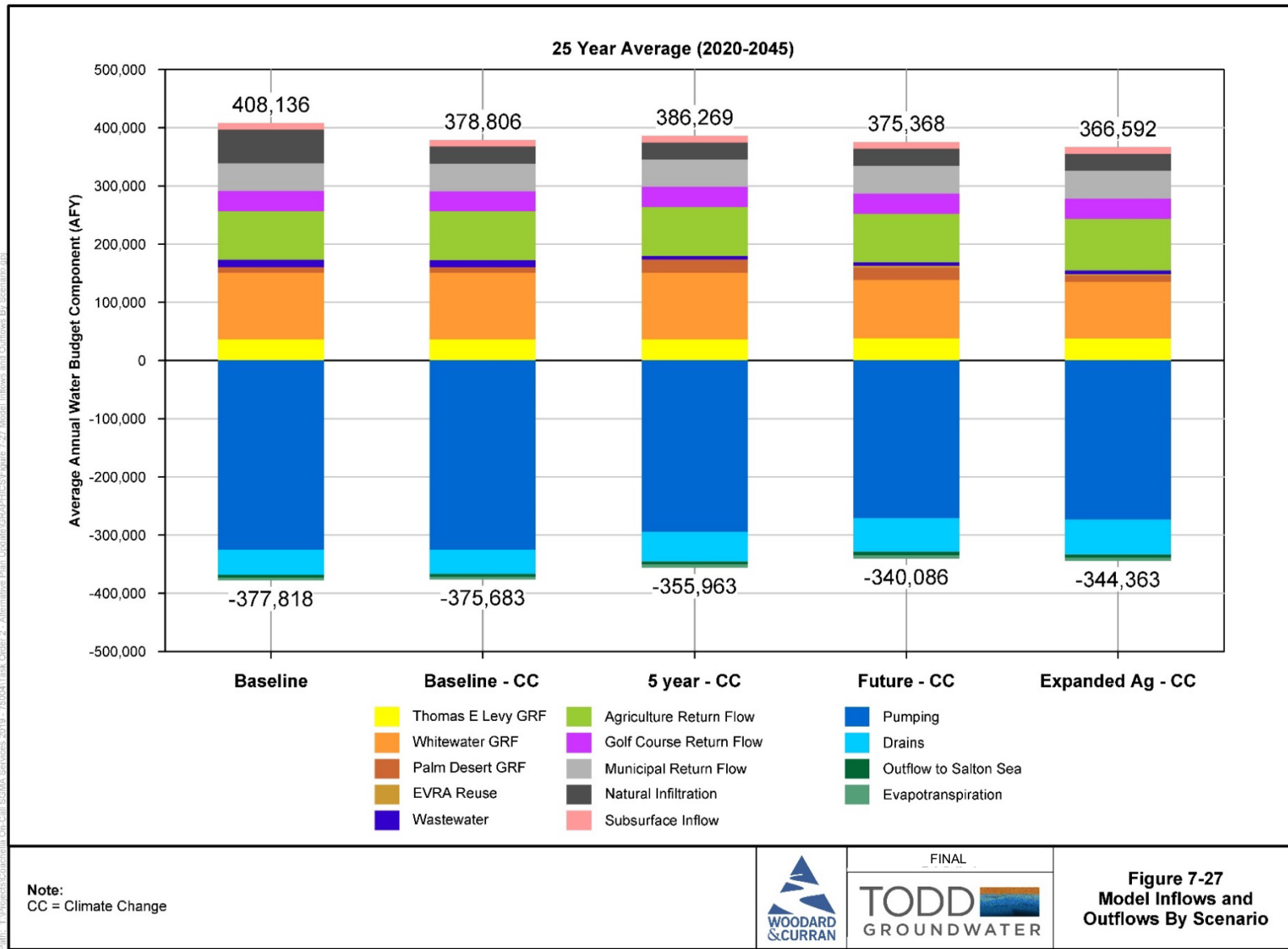
**Table 7-12. Simulated Inflows and Outflows, 25-Year Average (2020-2045) (AFY)**

	Baseline with Climate Change (AFY)	5-Year Plan with Climate Change (AFY)	Future Projects with Climate Change (AFY)	Expanded Agriculture with Climate Change (AFY)
<b>Inflow</b>				
Whitewater River-GRF <sup>a</sup>	114,775	114,843	100,019	97,637
Thomas E Levy-GRF	36,260	36,260	38,612	37,784
Palm Desert-GRF	9,800	22,736	21,352	10,723
Indirect Potable Reuse	-	-	2,940	2,940
Wastewater Percolation	12,077	6,244	6,244	6,244
Agricultural Return Flow	83,727	83,727	83,727	88,789
Golf Course Return Flow	34,348	34,348	34,348	34,348
Municipal Return Flow	47,626	47,626	47,626	47,626
Natural Infiltration	29,204	29,204	29,204	29,204
Subsurface Inflow	10,990	11,283	11,297	11,298
<b>Total Inflows</b>	<b>378,806</b>	<b>386,269</b>	<b>375,368</b>	<b>366,592</b>
<b>Outflow</b>				
Groundwater Pumping	(325,477)	(294,397)	(271,165)	(273,695)
Drain Flows	(40,903)	(50,980)	(57,781)	(59,416)
Evapotranspiration (from Shallow Groundwater)	(4,480)	(5,273)	(5,643)	(5,730)
Outflow to Salton Sea	(4,823)	(5,313)	(5,497)	(5,522)
<b>Total Outflows</b>	<b>(375,683)</b>	<b>(355,963)</b>	<b>(340,086)</b>	<b>(344,363)</b>
<b>Average Annual Change in Storage (AFY)</b>	<b>+3,122</b>	<b>+30,306</b>	<b>+35,282</b>	<b>+22,229</b>

Note: Totals may not sum due to rounding.

<sup>a</sup> Replenishment estimates for Whitewater River-GRF include imported water and surface water diversions.

Figure 7-27. Model Inflows and Outflows by Scenario



### 7.6.1.1 Subsurface Inflows

Subsurface inflow from the Mission Creek Subbasin was updated for the entire future period, based on values recently generated from the Mission Creek Subbasin MODFLOW model (Wood, 2021). Predicted subsurface outflows from the Mission Creek Subbasin for future scenarios (corresponding to the Indio Subbasin scenarios) were used as subsurface inflow to the Indio Subbasin. For the Expanded Agriculture with Climate Change scenarios, the Future Projects with Climate Change inflows were used. Flows were allocated to five model boundary segments along the Banning/San Andreas Fault at the eastern edges of the Garnet Hill, Indio Hills, and Thousand Palms Subareas (Figure 7-6). Average annual inflows for the future scenarios range from approximately 2,000 AFY for the Baseline with Climate Change scenario to 2,300 AFY for the Future Projects with Climate Change scenario. Subsurface inflow from the San Gorgonio Pass Subbasin was not changed from the *2010 CVWMP Update* model and was kept at the long-term average of approximately 9,000 AFY used in the calibrated historical model, shown on Figure 7-27. As described in Section 7.2.5, uncertainty exists in the historical and potential future amounts of inflow from the San Gorgonio Pass Subbasin. The Indio and San Gorgonio Pass Subbasin GSAs have discussed the discrepancy in simulated amounts of subsurface flow between the Subbasins, and plan to reconcile the differences as a part of the next 5-Year Plan update.

### 7.6.1.2 Surface Water Inflows

As discussed in Section 7.1, recharge from mountain front inflow and from percolation of stream flows into the Indio Subbasin was estimated for 24 watersheds and stream channels along the southwest edge of the model. Streamflow percolation and mountain front recharge are inflows to the model and vary widely from wet to dry years. As discussed in Section 7.5.1, two hydrological cycles were used for future scenarios, one with Climate Change and one without. Climate change would result in decreased rainfall and therefore decreased mountain front recharge and percolation of stream flows. The long-term average for surface water inflow ranges from 43,319 AFY without climate change and 29,204 AFY with climate change over the entire 50-year simulation. Natural infiltration is shown as dark grey on Figure 7-27.

### 7.6.1.3 Replenishment

The annual volumes of replenishment were compiled and applied to the locations of the GRFs based on the suite of projects included in each scenario as described in Section 7.5. These include the WWR-GRF, TEL-GRF, and the recently completed PD-GRF. The total volume at each location is a result of the available imported water for replenishment and the capacity of the facility. The available imported water in turn is controlled by the contracts, projects, agreements, and hydrological conditions. The assumptions used to develop the future replenishment amounts were described in Section 7.5. Evaporative losses were assumed to be four percent of recharged volume for the WWR-GRF and two percent for all other locations, reflecting the larger surface area and windier conditions at the WWR-GRF. Total annual recharge volumes at the replenishment facilities are shown as yellow, light orange, and dark orange on Figure 7-27.

### 7.6.1.4 Wastewater Discharges

Four wastewater plants discharge to disposal ponds (Palm Springs WWTP and CVWD WRP-2, WRP-7, and WRP-10). In addition, a new MSWD Regional WRF will soon be completed in Garnet Hill. Under the Baseline conditions, wastewater will be percolated at this location, but under 5-Year Plan and Future scenarios, wastewater percolation does not continue past 2025 and recycled water from the plant is delivered to Mission Creek Subbasin. The future percolation volumes for all plants were calculated based on expected inflow and recycled water deliveries. For future conditions, evaporative losses were assumed



at two percent of the recharged volume. The ponds have evaporative losses, calculated by the area of ponds and expected annual evaporation. The remaining volumes percolated into the Subbasin are shown as cobalt blue on Figure 7-27.

#### 7.6.1.5 Applied Water Return Flows

Irrigation needs are expected to follow the increases (or decreases) in demands for each of the major categories – agricultural, golf, and municipal. The demands are documented in Chapter 5, *Demand Projections*, and expected return flows are calculated with the same methodology as the historical model. Agricultural change, both the conversion of agricultural parcels to urban in some areas and the increase in acreage in others, is detailed in Chapter 5, *Demand Projections*. Expected return flows were increased or decreased based on the percentage of expected change in agricultural acreage (either conversion to municipal uses or conversion from idle land to active agriculture) by geographic area. Future agricultural demand projections are the same in all scenarios, with the exception of the expanded agricultural scenario. The areal distribution was the same as the historical model which used the CVWD crop censuses to identify specific crop areas, only the volumes adjusted based on land use changes.

Municipal return flow is estimated using the percent of outdoor irrigation expected to result in return flow and the volume of septic system return flow by geographic area. The expected future outdoor municipal demand and septic system flow is documented in Chapter 5, *Demand Projections*, and the percent resulting in return flow is the same by geographic area as used in the historical model calculations, which relied on the most recent crop census, Section 7.2.5.5.

Return flow from golf courses was based on the calculated return flow in the historical model using the demand and supply at the locations of the existing courses (Section 7.2.5.5). Additional return flow (34 percent of expected demand of each golf course) was added for the three expected new golf courses based on the timing and location of those projects (refer to Chapter 5, *Demand Projections*).

Municipal return flows also include expected septic system return flow. For all but the Expanded Agriculture with Climate Change scenario, return flows remain the same for each scenario. Agricultural, golf, and municipal return flows are shown green, magenta, and light grey, respectively on Figure 7-27.

As described in Section 7.5 above, the Expanded Agriculture with Climate Change scenario includes an additional 8,000 acres of irrigated agricultural land in the East Valley. Additional agricultural demand was estimated by applying the average applied water rate in the East Valley (5.4 AFY/acre). The irrigation source was assumed to be 15 percent additional groundwater pumping and 85 percent new direct delivery connections. Return flows associated with the additional agricultural were increased relative to the expected demand increase and applied over areas with existing agriculture in the East Valley.

#### 7.6.2 Outflows

For each scenario, the only prescribed outflow was groundwater pumping. The remaining outflows (drain flows, ET, and groundwater outflows to the Salton Sea) are dependent on the simulated water levels of the model.

##### 7.6.2.1 Groundwater Production

For the future scenarios, pumping was assumed to continue from the same distribution of wells in the Subbasin as the historical model. Increased water demands were identified on a geographic area and the volume of pumping for that area was increased to meet the total expected volume (current plus increased demand). The increase in demand is detailed in Chapter 5, *Demand Projections*. For all but the Expanded

Agriculture with Climate Change scenario, forecasted water demands remain the same, but depending on what projects are implemented, the source of supply differs by individual scenario (e.g., groundwater pumping may shift to Canal direct deliveries). The Expanded Agriculture with Climate Change scenario includes an increase in agricultural water demand, 15 percent of which is assumed to be met by groundwater pumping.

The Baseline and Baseline with Climate Change scenarios reflect the current level of pumping, plus the expected change in demand from municipal, golf, and agricultural uses (it was assumed the increase in demands for the “Other” category is satisfied by other water sources). For the scenarios with planned source substitution projects, pumping volumes are reduced by the expected direct delivery volumes. Most notably, the planned Oasis project will supply up to 32,000 AFY of imported water to growers in the East Unincorporated area, about 25,000 to 27,000 AFY which previously relied on groundwater and therefore pumping in the area is reduced by an equal amount. Groundwater pumping amounts are shown dark blue on Figure 7-27.

### 7.6.3 Other Predictive Model Inputs

In addition to the inflow and outflow model input datasets, several other model input parameters and future boundary conditions were defined for the future scenario simulations.

- The model grid initial groundwater elevation conditions for all predictive scenarios, beginning on January 1, 2020, were set to the values from the final historical simulation ending December 31, 2019.
- The Salton Sea, simulated as a MODFLOW General Head Boundary, was assigned future sea elevations for 2020 to 2069, based on the modified Salton Sea Accounting Model (Tetra Tech and Salton Sea Authority, 2016). Sea level elevations are predicted to decline from -238 ft msl in 2020 to -250 ft msl in 2069, and this decline was applied to the GHB representing the Sea.
- Drains and evapotranspiration zones were unchanged relative to the historical model for all scenarios simulated.

In addition, a subset of 12 monitoring wells (see Chapter 10, *Monitoring Program*) were used as future observation wells for the predictive model simulations. The wells are distributed in the West Valley, Mid Valley, and East Valley areas, and future simulated water levels for each scenario are plotted in a series of hydrographs for each well) (see Section 7.7.1.2).

## 7.7 Results

Modeling results are presented first in Section 7.7.1 for the Baseline and Baseline with Climate Change scenarios, allowing direct evaluation of the effect of simulated climate change on groundwater levels and storage. Results are shown in terms of the respective water balances, cumulative change in storage, selected hydrographs, and groundwater level change maps.

Section 7.7.2 presents modeling results for all four scenarios with climate change: Baseline with Climate Change, 5-Year Plan with Climate Change, Future Projects with Climate Change, and Extended Agriculture with Climate Change. Results of these scenarios are shown together to allow comparison in terms of model inflows, simulated pumping, simulated drain flow, simulated net outflow to Salton Sea, hydrographs, and maps showing change in groundwater levels.

### 7.7.1 Baseline Scenarios - Impact of Climate Change

As discussed in 7.5.1, two separate future hydrological periods were developed so that the GSAs could assess the impacts of climate change. The Baseline scenario was run assuming no change in hydrologic conditions (repeated local hydrology of 1970 to 2019). A second simulation was run for Baseline with Climate Change (repeated local hydrology 1995 to 2019 two times - first backward and then forward). The availability of imported water is also impacted by expected climate change. As discussed in Section 7.5.2 and 7.6.1, SWP reliability is assumed to be reduced by an additional -1.5 percent and Colorado River water deliveries are assumed to be reduced by 24,500 AFY under the climate change scenario as compared to Baseline by 2045.

#### 7.7.1.1 Water Budget – Baseline Scenarios

Figure 7-28 shows the water balances for the scenarios of Baseline and Baseline with Climate Change for the 50-year period 2020 to 2069.

The Baseline scenario (upper Figure 7-28) reflects the expected inflows from natural infiltration and imported water based on the repeated hydrologic conditions of the past 50 years. Mountain front and stream recharge observed over the past 50 years was repeated as model input, and imported water was reduced by an additional -1.5 percent to account for decreased availability of SWP supplies, and Colorado River supplies were reduced by -24,500 AFY, as discussed in Section 7.5.1 and 7.5.2. The chart shows the simulated total annual inflows and outflows between 2020 and 2069 by source, along with simulated annual (black line on the chart) and cumulative (orange line on chart) change in storage. A key difference between the Baseline scenario and Baseline Scenario with Climate Change is the hydrological variability. The Baseline scenario is characterized by a high average inflow due in part to several wet years that occurred in the 50-year period. These wet years, which occur early in the simulation, provide an increase in storage that serves as a buffer for the end of the model simulation when drought conditions reduce change in storage. Over the planning period, the model simulation shows a 486,000 AF increase in storage by the end of 2045.

In contrast, Baseline with Climate Change (lower Figure 7-28) simulates a drier period of record, with the last 25 years repeated twice and with reductions in imported water (Section 7.5.2). The climate change scenario begins the simulation with drier conditions and does not include the very wet years previously observed in the basin. Without the wet years, the annual change in storage remains close to zero and inflows and outflows generally balance, but cumulative storage does not increase in the early years as in the Baseline. In fact, by the end of the 25-year planning period after drought conditions are repeated, the model shows a cumulative decline in storage amounting to 96,000 AF. Climate change is also assumed to impact imported water availability. While all scenarios assume 45 percent reliability of SWP supplies, the climate change scenarios assume an additional reduction in reliability of -1.5 percent by year 2045. Further, given the tendency to recurring drought in climate change conditions, those scenarios assume CVWD will contribute to California's *Lower Basin DCP* allotment for Colorado River water.

Figure 7-29 shows the cumulative change in groundwater storage for Baseline and for Baseline with Climate Change. The impact of additional inflow in the early part of the simulation in the baseline scenario is evident. By 2033, the Baseline scenario has an additional 553,000 AFY more groundwater in storage over Baseline with Climate Change and by 2044, the Baseline scenario has a cumulative change in storage of 631,000 AFY more than the Baseline with Climate Change. For the rest of the model simulation, 2045

to 2069 when hydrology is the same for both scenarios, this difference in cumulative storage is maintained because both simulations use the observed data from most recent 25 years for this period.

**Figure 7-28. Annual Model Water Budget for Baseline with Climate Change**

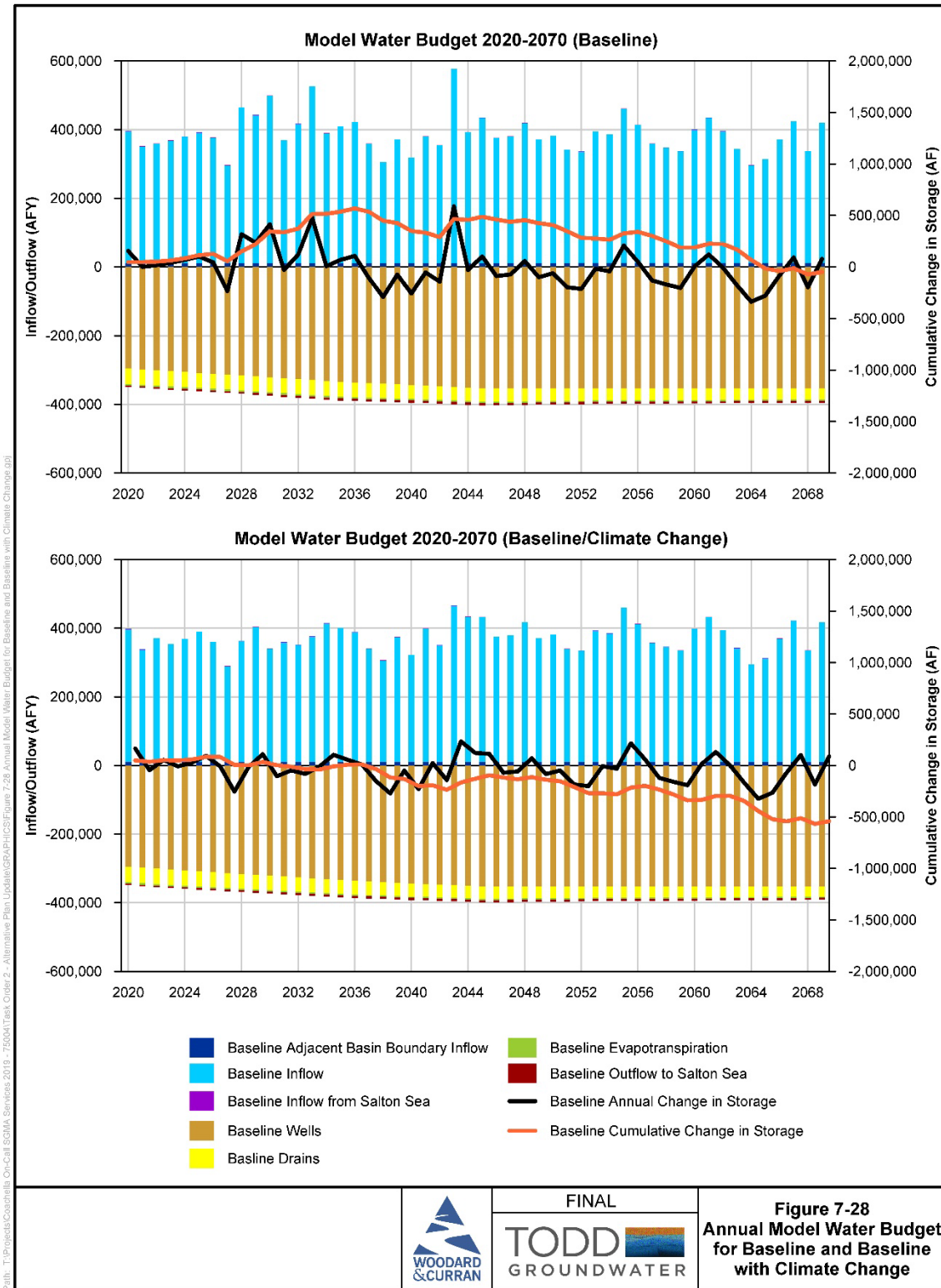
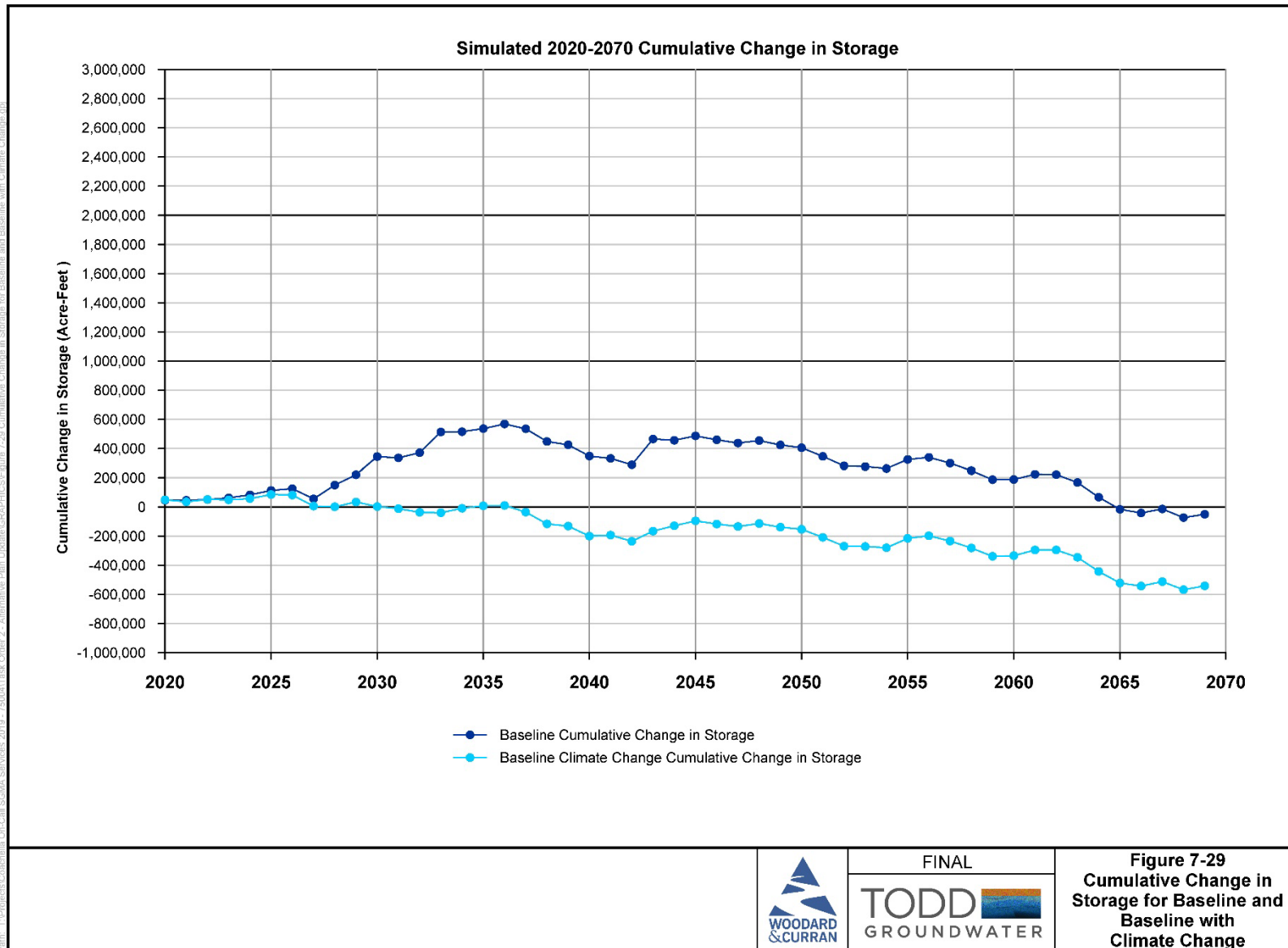


Figure 7-29. Cumulative Change in Storage for Baseline and Baseline with Climate Change



These scenarios reflect the same management actions and existing projects. The only difference is the projected hydrology with and without climate change, which is beyond the control of the GSAs. Because the actual future hydrology is unknown and will likely be affected by climate change, it is critical that GSAs assess their existing and planned projects assuming constraints to local and imported surface water supplies. Simulating the management actions and projects under a range of hydrologic conditions helps to evaluate the effectiveness of these actions.

### 7.7.1.2 Simulated Hydrographs – Baseline Scenarios

Simulated water levels from the 12 model observation wells were used to illustrate the predicted groundwater level changes for Baseline and Baseline with Climate Change. Simulated 1997 to 2019 water levels for the wells are included to provide context for the future scenarios.

Figure 7-30 and Figure 7-31 show the simulated groundwater elevation hydrographs for Baseline and Baseline with Climate Change scenarios in the West Valley and East Valley, respectively. Historical groundwater levels are shown in black. Baseline conditions are shown with solid blue lines on the graphs, while Baseline with Climate Change levels are shown as the dashed lines. All hydrographs use a 300-foot elevation range on the hydrographs.

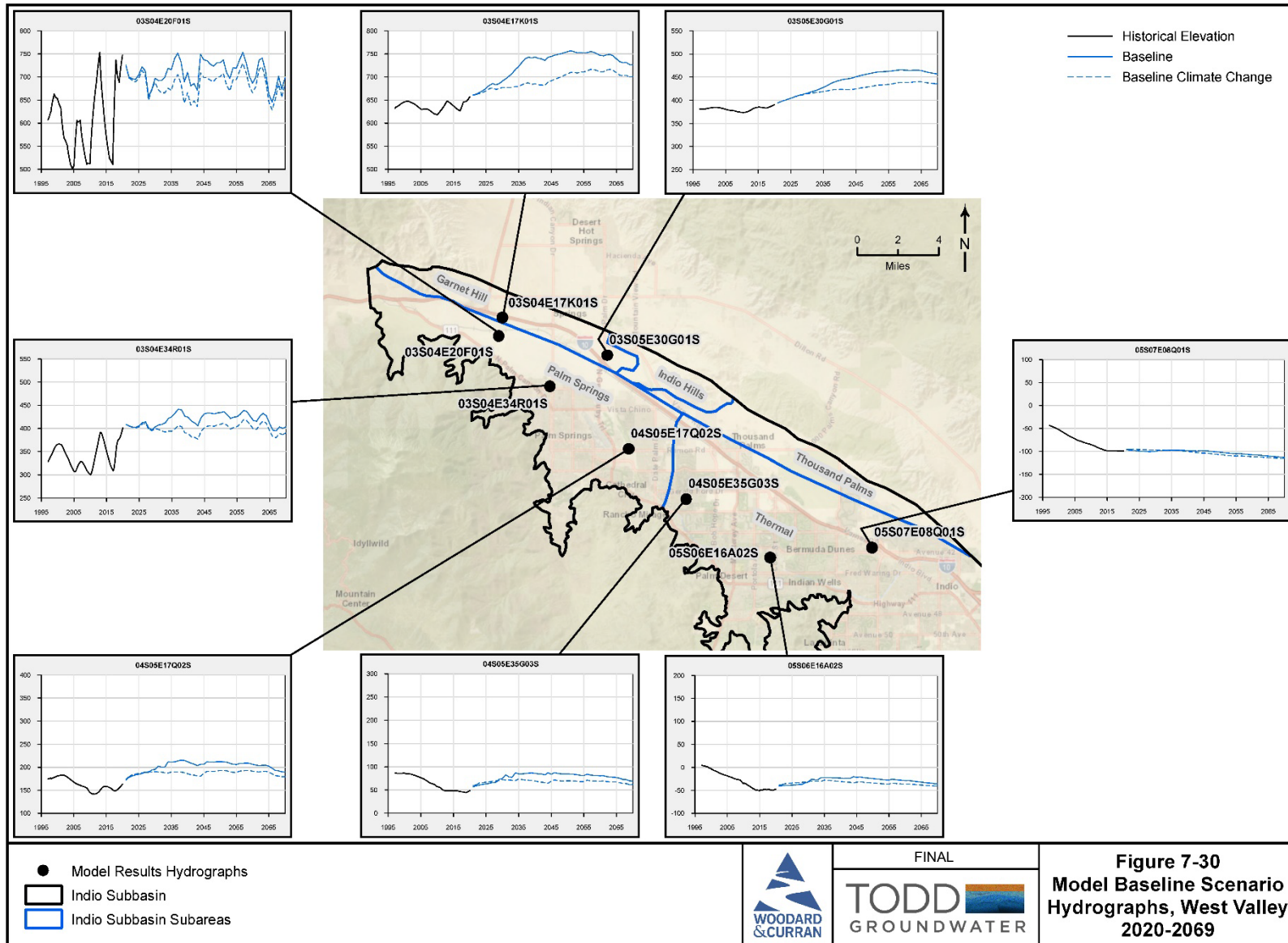
#### West Valley/Palm Springs Subarea

The three observation wells in the Upper West Valley/Palm Springs Subarea (hydrographs along the left side of Figure 7-30) show dynamic fluctuations associated with recharge events at the WWR-GRF, with water level mounding and recovery cycles muted in wells located down the valley. For both scenarios, the larger fluctuations are observed in Well 03S04E20F01S near the WW-GRF, as was observed in historical level trends. Predicted fluctuations in well 03S04E34R01S in Palm Springs are lower but still reflect water level fluctuations associated with the wet/dry replenishment cycles at the WW-GRF and show a net rise of around 50 feet by 2045, followed by a decrease from 2045 to 2070. Well 04S05E17Q02S farther southeast shows increases of around 40 feet by 2045 with minor dampened fluctuations possibly associated with the WWR-GRF, but also potentially influenced by simulated replenishment at PD-GRF to the south. Predicted groundwater elevations for Baseline for well 03S04E34R01S in Palm Springs are around 60 feet higher than for Baseline with Climate Change at 2045, while predicted levels in Well 04S05E17Q02S are around 30 feet higher in 2045. Levels in both wells show a slight increasing trend between 2020 and 2045, then a stable or slight declining trend for 2045-2070, reflecting the later lower inflow amounts. Overall groundwater levels in this Subarea are proportional to the groundwater recharge. Future conditions mirror future recharge— in wet years water levels rise and in dry years water levels decline.

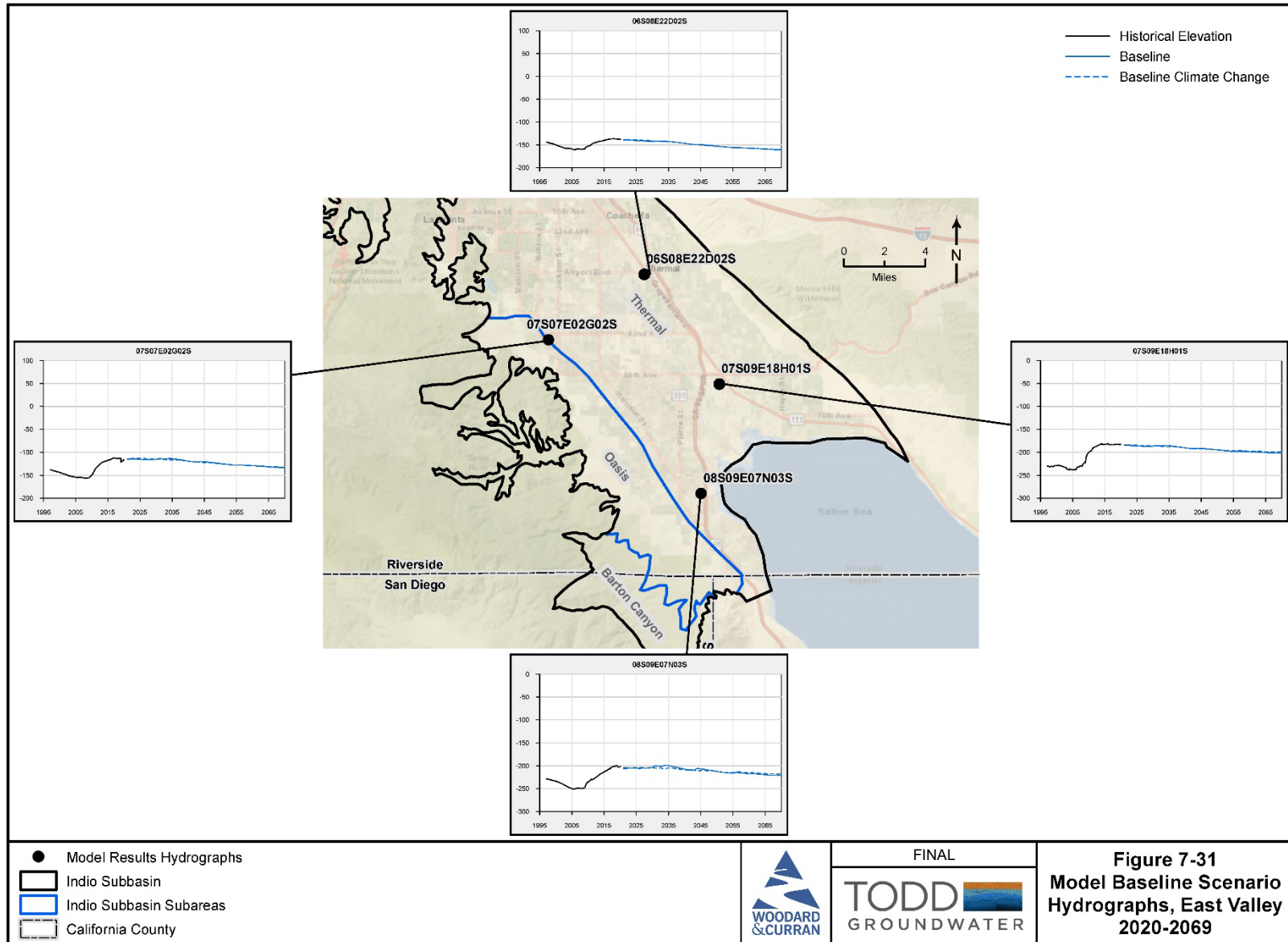
#### West Valley/Garnet Hill Subarea

The two observation wells in the Garnet Hill Subarea (hydrographs along the top of Figure 7-30) show increasing water level trends for both scenarios. Water levels in Well 03S04E17K01S in the northern portion of Garnet Hill and Well 03S05E30G01S in the southern portion of Garnet Hill are predicted to rise 60 to 80 feet by 2045. Part of the water level rise is due to the MSWD Regional WRF that is expected to percolate treated water in the Baseline scenario.

**Figure 7-30. Model Baseline Scenario Hydrographs, West Valley 2020-2069**



**Figure 7-31. Model Baseline Scenario Hydrographs, East Valley 2020-2069**





### **West-Valley/Cathedral City to Indio Area**

Predicted water levels in the three observation wells in the mid- and lower-West Valley/ Cathedral City to Indio area (hydrographs along the bottom of Figure 7-30) show slightly increasing to stable trends for the Baseline scenario. Water levels in Wells 04S05E35G03S and 05S06E16A02S in the Rancho Mirage and Palm Desert areas show increasing levels of around 40 feet, in part due to replenishment at WWR-GRF and PD-GRF. Baseline levels in Indio Well 05S075E08Q01S are predicted to be relatively stable from 2020 to 2070. For Baseline with Climate Change, predicted levels in all four wells are around 20 feet lower than for Baseline, the result being only modest increases in levels in the Rancho Mirage and Palm Desert wells, and slightly declining levels in Indio between 2045 and 2070.

### **East Valley/La Quinta, Thermal, Mecca, and Oasis Areas**

Predicted water levels in the four observation wells in the East Valley areas (Figure 7-31) show stable to slightly decreasing trends for the Baseline scenario. Only minor differences are observed in the simulations for the Baseline with Climate Change scenario.

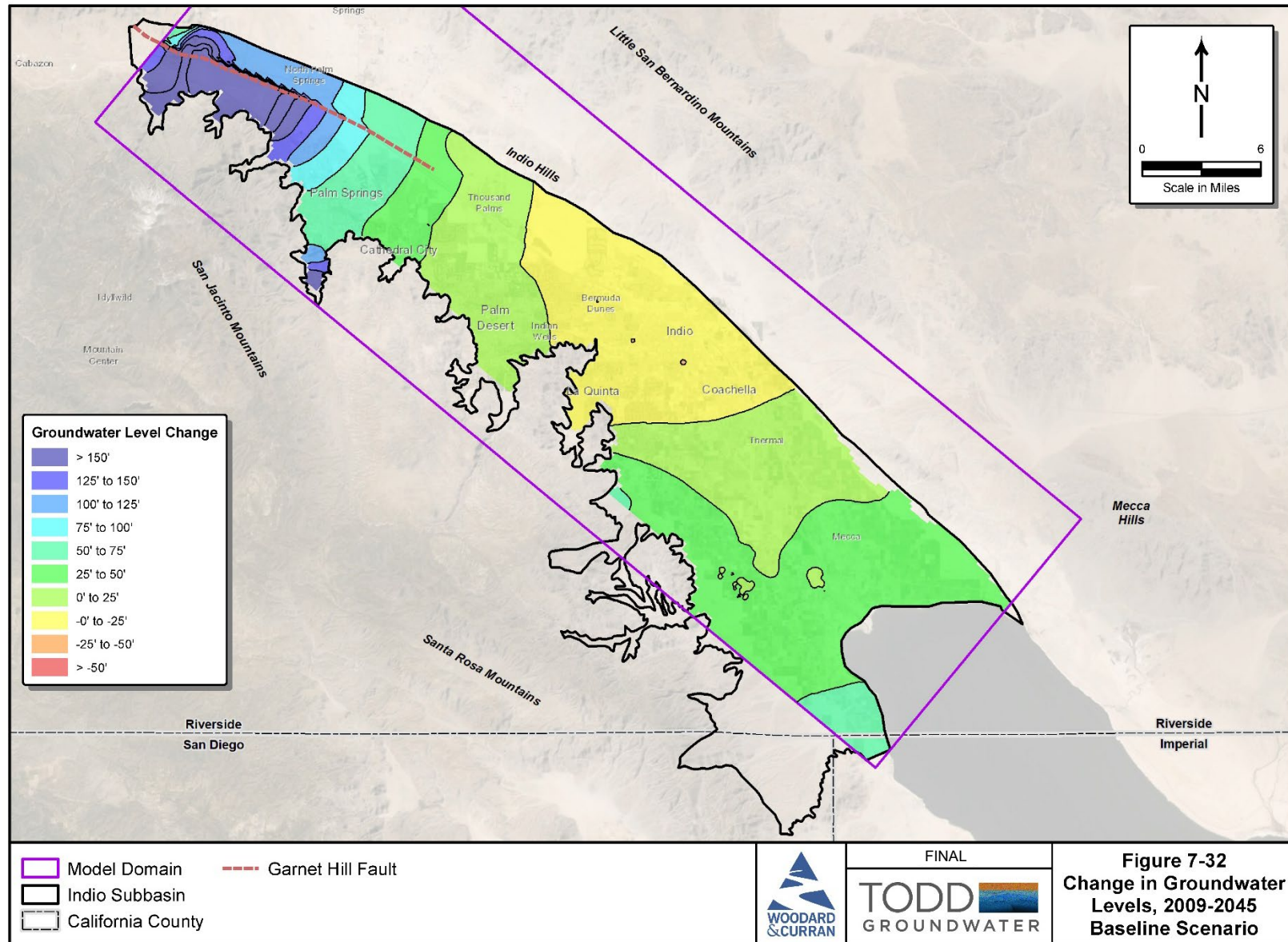
#### **7.7.1.3 Simulated Change in Water Level Maps – Baseline Scenarios**

Simulated changes in water levels for the Baseline and Baseline with Climate Change scenarios between 2009 and 2045 are shown (Figure 7-32 and Figure 7-33). 2009 was selected as the period for comparison because it generally reflects historically low groundwater elevations in most of the Subbasin, and these values are used as sustainability criteria for groundwater levels. As detailed in Section 7.5, the Baseline scenarios reflect no new additional projects and the two model simulations simulate different future hydrologic conditions to assess the range of possible outcomes of this no project scenario.

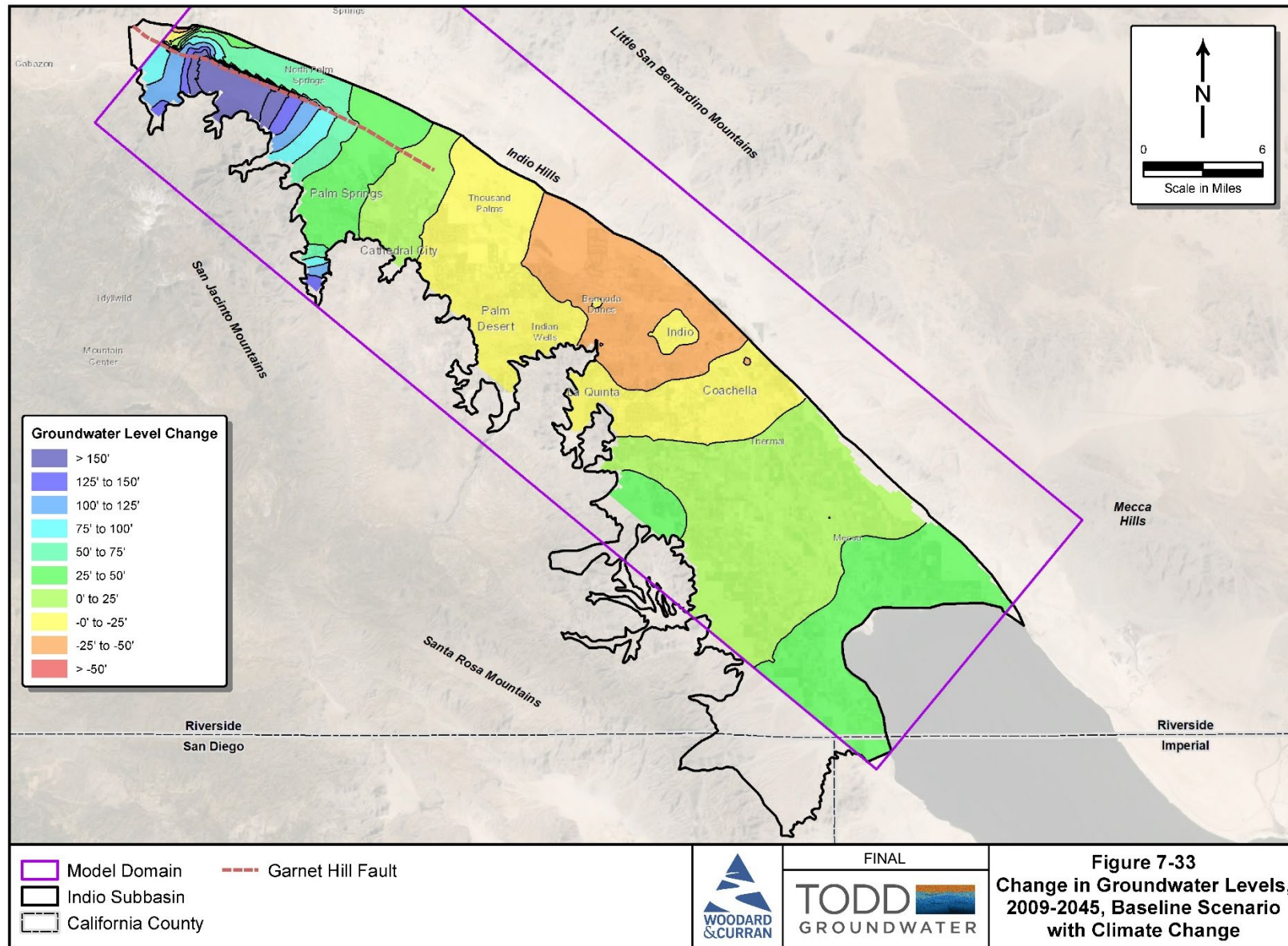
These color-fill contour maps illustrate predicted spatial trends in water level declines or increases across the Subbasin for the scenarios. Simulated changes in water levels are shown for Model Layer 4, representing the deep aquifer. Figure 7-32 shows the predicted change in groundwater levels between the recent historical low, 2009, and the end of the planning period, 2045, for the Baseline scenario and reveals that minor declines (less than 25 feet) would occur in a small area north of the Mid-Valley around Indio. Groundwater level increases would occur in the uppermost West Valley, Garnet Hill, and most of the lower East-Valley areas.

Figure 7-33 shows the predicted changes in levels for Baseline with Climate Change and shows that larger declines (up to 50 feet) would occur under this scenario in the Mid-Valley area north of Palm Springs. Smaller groundwater level increases are predicted in the uppermost West Valley, Garnet Hill, and most of the lower East-Valley areas, as compared with the Baseline scenario.

**Figure 7-32. Change in Groundwater Levels, 2009-2045 Baseline Scenario**



**Figure 7-33. Change in Groundwater Levels, 2009-2045, Baseline Scenario with Climate Change**



#### 7.7.1.4 Baseline Scenarios Summary

Collectively, the simulated hydrographs and changes in water levels maps for the Baseline and Baseline with Climate Change scenarios indicate that both local increases in future groundwater levels and decreases in levels are predicted. The local differences may be due in part to assumptions regarding the future distributions of replenishment at the GRFs, return flows, and pumping. Regardless, a net increase in Subbasin-wide storage is predicted for the Baseline scenario, while a decrease in total Subbasin storage is predicted for Baseline with Climate Change. In the climate change scenario, simulated groundwater levels are up to 25 feet lower in portions of the Mid-Valley with smaller increases in levels in the West and East Valley than in the baseline scenario without climate change.

The baseline scenarios with and without climate change simulate the same management scenarios under different future hydrology. The differences in water levels and the water budget scenarios highlight the potential range of response under different hydrology, a variable that is not controlled by the GSAs. The baseline scenario with climate change indicates a negative change in storage and does not meet the sustainability goals defined by the GSA. To prepare for an uncertain future, the GSAs are planning for impacts from climate change by assessing future management scenarios under the climate change hydrology and also through adaptive management that will assess the changing groundwater basin.

#### 7.7.2 Climate Change Scenarios – Baseline and with Projects

In addition to the Baseline with Climate Change scenario, three other scenarios were simulated to assess planned projects and supply conditions in the near-term (5 years) and planning horizon (25 years) on the Subbasin. These four scenarios were simulated with both the 50-year hydrology and the climate change hydrology. Only the climate change versions of those scenarios are presented here, as the Indio GSAs are committed to achieving sustainability under changing climate conditions.

##### 7.7.2.1 Water Budget – Scenarios with Climate Change

As described in Section 7.5, additional future scenarios were developed to simulate projects included in the GSAs' 5-year capital improvement plans, future projects, and potential expanded agricultural areas. Natural inflow, municipal return flows, and golf return flow amounts remain the same for each scenario. As shown on Figure 7-27, average inflow for groundwater replenishment and wastewater percolation differs between scenarios, reflecting the addition of projects that utilize imported and recycled water for direct use rather than indirect use through replenishment and percolation. Of the scenarios simulated with climate change, the Baseline with Climate Change scenario simulated the greatest average annual inflow to the Subbasin (more than 408,000 AFY) because of increased direct use under other scenarios, while Expanded Agriculture with Climate Change simulates the least inflow (367,000 AFY). However, the difference between these scenarios for the planning period (2020 to 2045) is only ten percent of the total inflow.

Figure 7-34 shows total inflow for all scenarios with climate change assumptions. Note the peaks and valleys are a product of simulating annual variability for wet and dry years. Hydrology plays a critical role for basin inflows because natural infiltration varies based on year type and the volume of available SWP exchange water also varies greatly based on year type. As shown on Figure 7-27, the Future Projects with Climate Change scenario has less average inflow in the first 25 years than Baseline, Baseline with Climate Change, and 5-Year Plan with Climate Change scenarios; this reflects the assumed new source substitution projects coming online to deliver Canal water directly to users. The Expanded Agriculture shows the least

total inflow because additional imported water is delivered to users to meet the increased demand, rather than recharged at GRFs.

Figure 7-35 shows the differences in pumping between the scenarios. As described above, planned source substitution projects will increase the volume of direct deliveries of imported and recycled water and offset a comparable volume of pumping. As described in Section 7.5, these volumes differ among scenarios based on simulated projects. The Baseline scenario assumes expected increases in demand will be satisfied by increased pumping. For the 5-Year Plan with Climate Change and Future Projects with Climate Change scenarios, the new direct delivery connections decrease pumping. The Expanded Agriculture with Climate Change scenario shows a slight increase in pumping over the Future Projects with Climate Change scenario, reflecting an expected increase in agricultural pumping due to the increase in demand. Fifteen percent of the new irrigated agricultural area is assumed to be served by groundwater, with the rest served through direct delivery of Canal water.

Figure 7-36 shows the cumulative change in groundwater storage for the four climate change scenarios. In the Future Projects with Climate Change scenario, decreased pumping and similar levels of inflow to the other climate change scenarios result in an increase in groundwater storage of 1,394,000 AF at the end of the 50-year simulation. The Expanded Agriculture with Climate Change scenario shows less cumulative storage change due to increased agriculture pumping and reduced groundwater replenishment as increased demands are met by direct delivery of Canal water. The change in storage for Expanded Agriculture with Climate Change is 588,000 AF at the end of the 50-year simulation, while the cumulative storage change for the 5-Year Plan with Climate Change scenario is 691,000 AF. Baseline with Climate Change is the only scenario that results in a negative cumulative change in storage after the 50-year simulation, approximately 542,000 AF is expected to be removed from storage. All scenarios show a net increase in storage at the end of the 25-year planning horizon, followed by declining storage through 2069 for Baseline with Climate Change only, net stable storage for 5-Year Plan with Climate Change projects, and increasing storage for Future Projects with Climate Change and Expanded Agriculture with Climate Change.

Simulated drain flow for the four climate change scenarios is shown Figure 7-37, along with the historical simulated and observed volumes for comparison context. The volume of drain flows is calculated by the model based on defined drain locations, depths, and hydraulic conductance parameter, and predicted groundwater levels at the drains. When groundwater is simulated as rising to or above the drain elevation, groundwater is removed via the drains, with larger amounts of drain flow predicted for higher groundwater elevations. For the Baseline with Climate Change scenario, drain flows are predicted to decline from around 45,000 to 30,000 AFY. The Future Projects with Climate Change scenario involve a decrease in pumping in the East Valley that results in an increase in drain flow, up to 70,000 AFY. For the Expanded Agriculture with Climate Change scenario, groundwater replenishment is reduced in the scenario at Whitewater and Palm Desert GRF facilities in the East Valley to meet the increased direct delivery demands. This reduction of replenishment, especially at TEL-GRF, results in a decrease of drain flows after 2040 relative to the Future Projects with Climate Change scenario. This can be seen on Figure 7-37 when the volume percolated at TEL-GRF is first reduced, and hydrographs of wells near TEL-GRF (e.g., Well 07S07E02G02S) and drain flows both exhibit declines.

Figure 7-34. Total Model Inflow for Future Scenarios

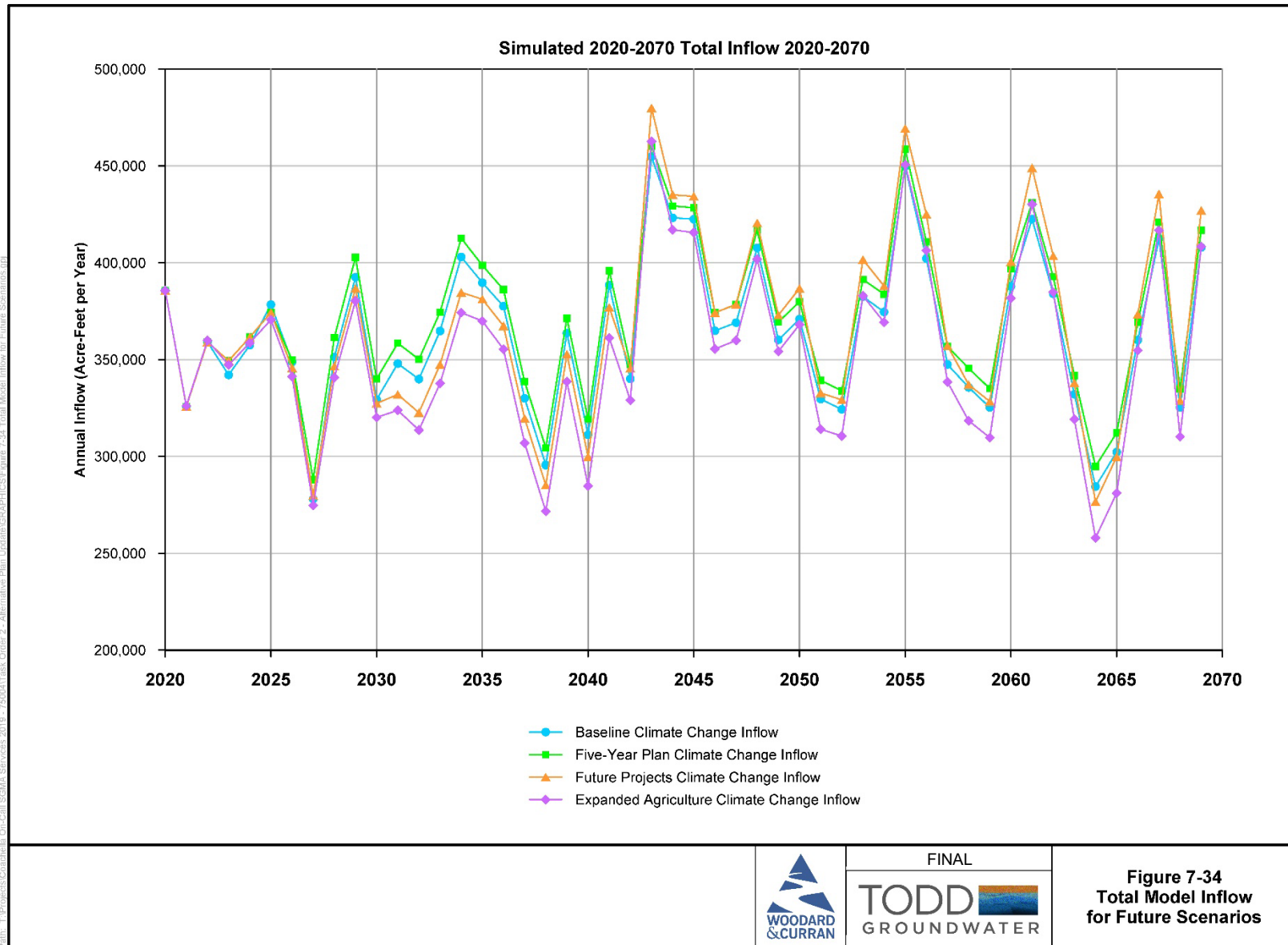


Figure 7-35. Simulated Pumping for Future Scenarios

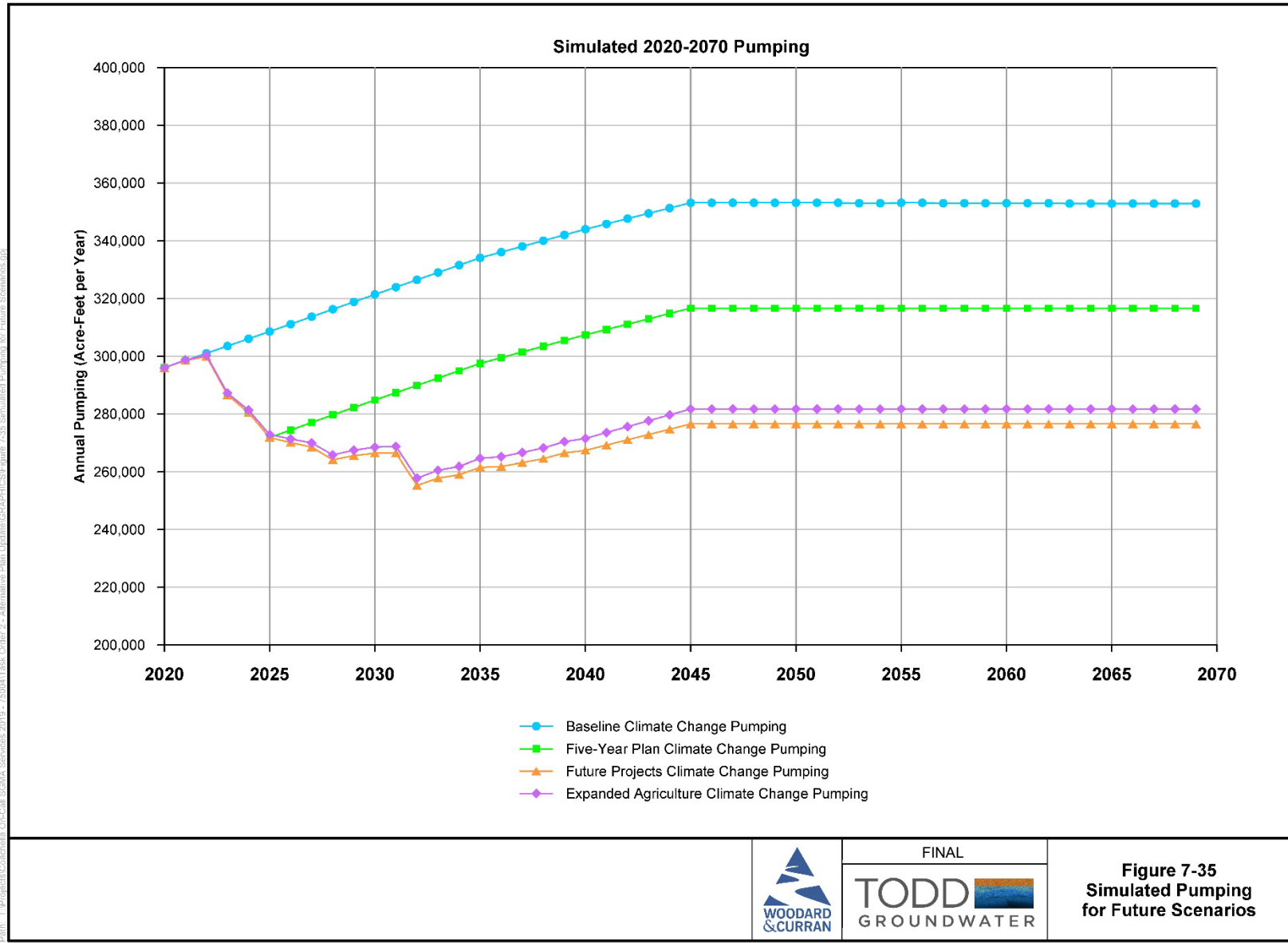


Figure 7-36. Cumulative Change in Storage for Future Scenarios

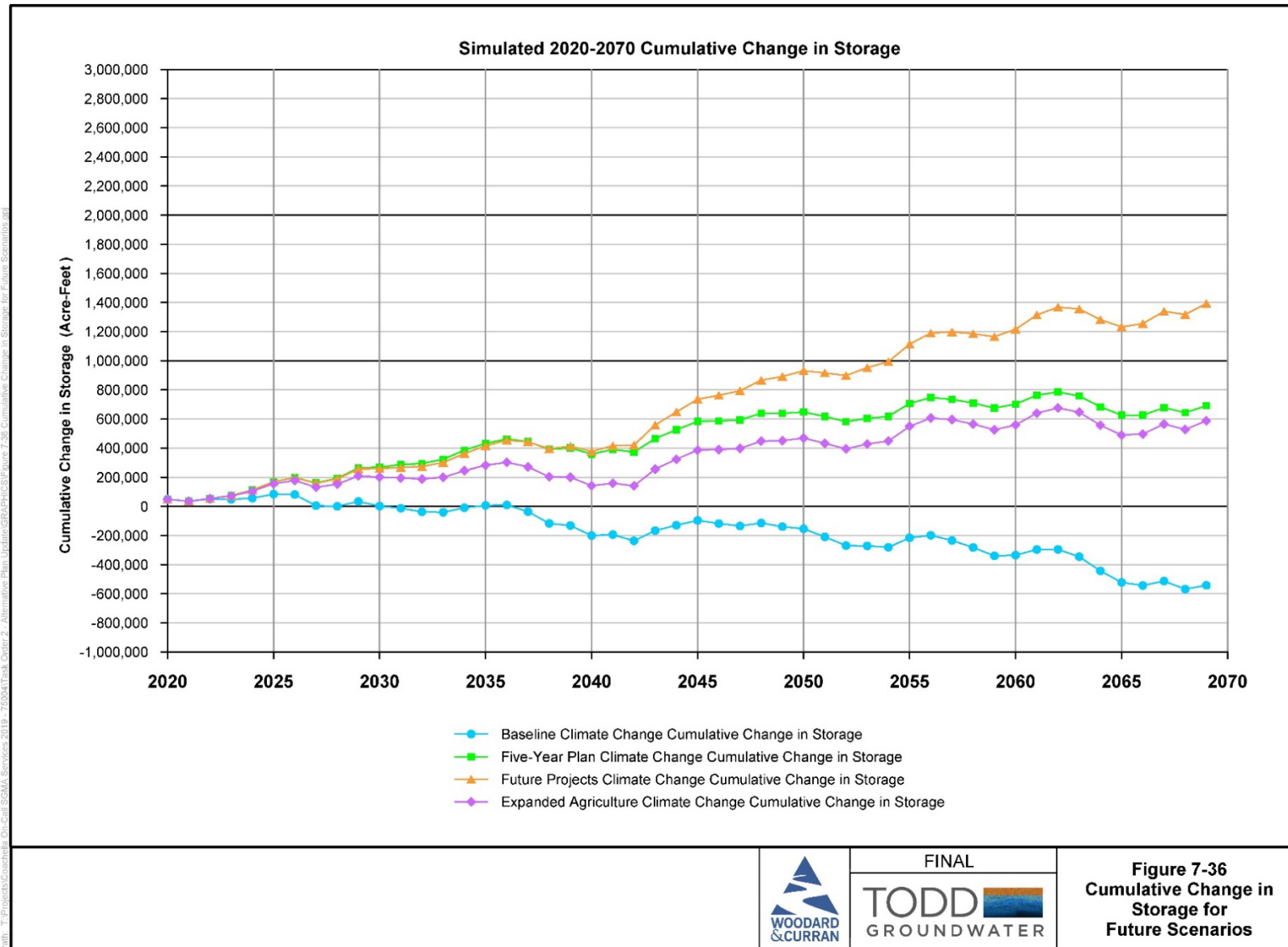




Figure 7-37. Simulated Drain Flow for Future Scenarios

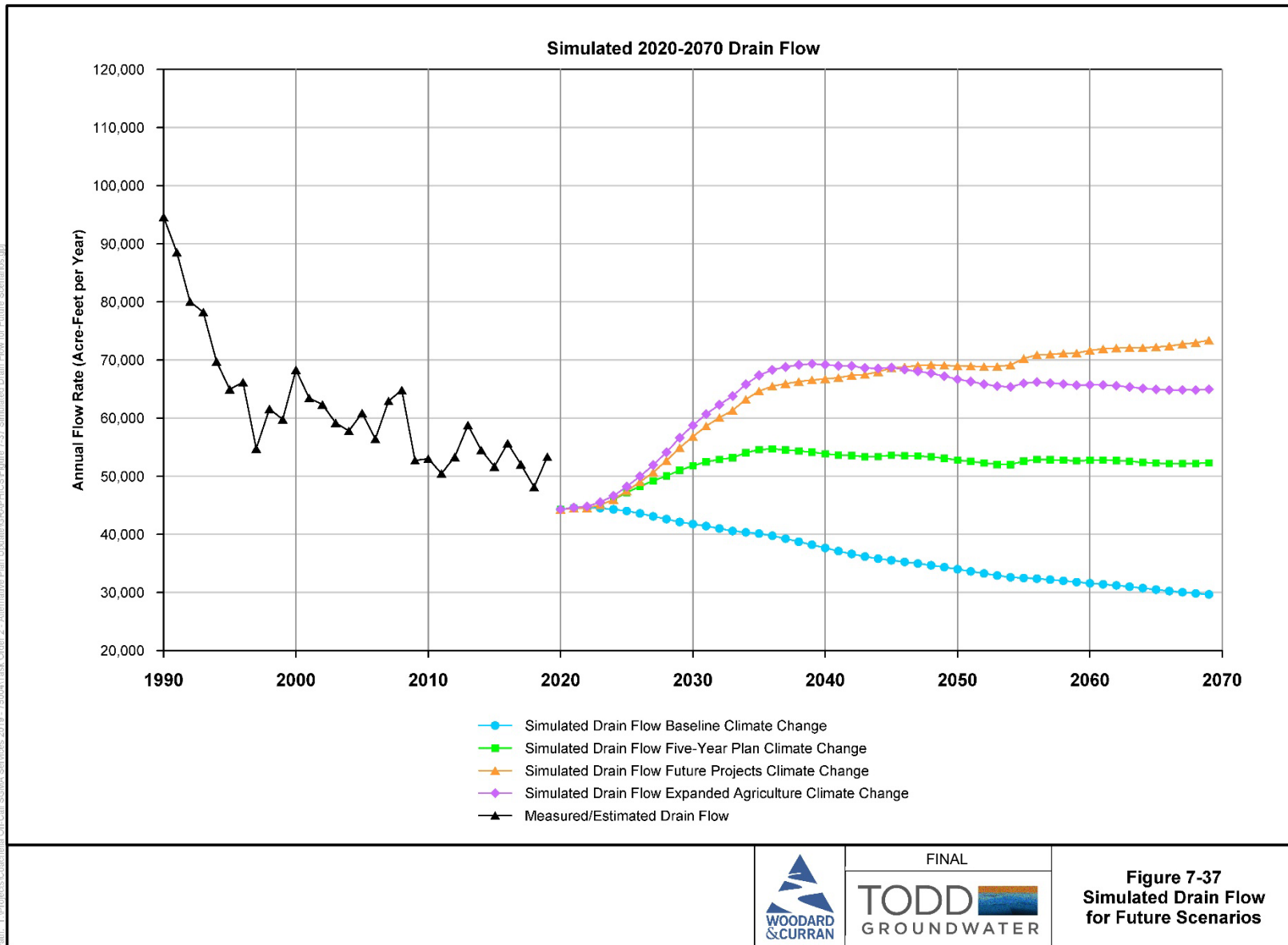


Figure 7-38 shows the net groundwater discharge to the Salton Sea for the four climate change scenarios. Predicted groundwater discharge amounts increase between 2020 and 2045, then stabilize or slightly decline. Discharge at 2045 ranges from approximately 4,800 AFY for Baseline with Climate Change to 5,500 AFY for Future Projects with Climate Change and Expanded Agriculture with Climate Change. The amounts do not vary much between the scenarios, because flow is limited by the relatively low conductance value assigned to the Sea boundary condition and because groundwater levels in the area north of the Sea are partially controlled by the drain system.

### 7.7.2.2 Simulated Hydrographs – Future Scenarios with Climate Change

Figure 7-39 and Figure 7-40 show the simulated groundwater elevation hydrographs for the four climate change scenarios in the West Valley and East Valley, respectively. Baseline with Climate Change conditions are shown with blue lines on the graphs, 5-Year Plan with Climate Change as the magenta lines, Future Projects with Climate Change as orange lines, and Expanded Agriculture with Climate Change as the green lines.

#### West Valley/Palm Springs Subarea

The three observation wells in the Upper West Valley/Palm Springs Subarea (hydrographs along the left side of Figure 7-39) show dynamic fluctuations associated with recharge events at the WWR-GRF for all scenarios, with water level mounding and recovery cycles decreasing in magnitude down the valley. The highest groundwater levels in Well 03S04E20F01S near the WW-GRF and in Well 03S04E34R01S in Palm Springs are predicted for the Future Projects with Climate Change scenario, with the lowest levels simulated for the Expanded Agriculture with Climate Change scenario. By the end of the future simulation, Well 04S05E17Q02S farther southeast shows the lowest levels for the Expanded Agriculture with Climate Change scenario.

#### West Valley/Garnet Hill Subarea

The two observation wells in the Garnet Hill Subarea (hydrographs along the top of Figure 7-39) show increasing water level trends for all scenarios. Water levels in Well 03S04E17K01S in the northern portion of Garnet Hill and Well 03S05E30G01S in the southern portion of Garnet Hill are predicted to rise 30 to 60 feet by 2070, with the largest rises simulated for the Five-Year Plan with Climate Change scenario.

#### Mid-Valley/Cathedral City to Indio Area

Predicted water levels in the three observation wells in the Mid-Valley/ Cathedral City to Indio area (hydrographs along the bottom of Figure 7-39) show slightly to moderately increasing to stable trends for all scenarios, except the Baseline with Climate Change scenario. Groundwater levels in Well 04S05E35G03S near Rancho Mirage increase 80 feet for the Future Projects Scenario, with Wells 05S06E16A02S in Palm Desert and Well 05S075E08Q01S in Indio also showing the greatest increases for Future Projects with Climate Change. Simulated levels for the 5-Year Plan with Climate Change and Extended Agriculture with Climate Change scenarios also rise in all wells, while levels decline slightly in all wells for the Baseline with Climate Change scenario.

Figure 7-38. Simulated Salton Sea Net Outflow for Future Scenarios

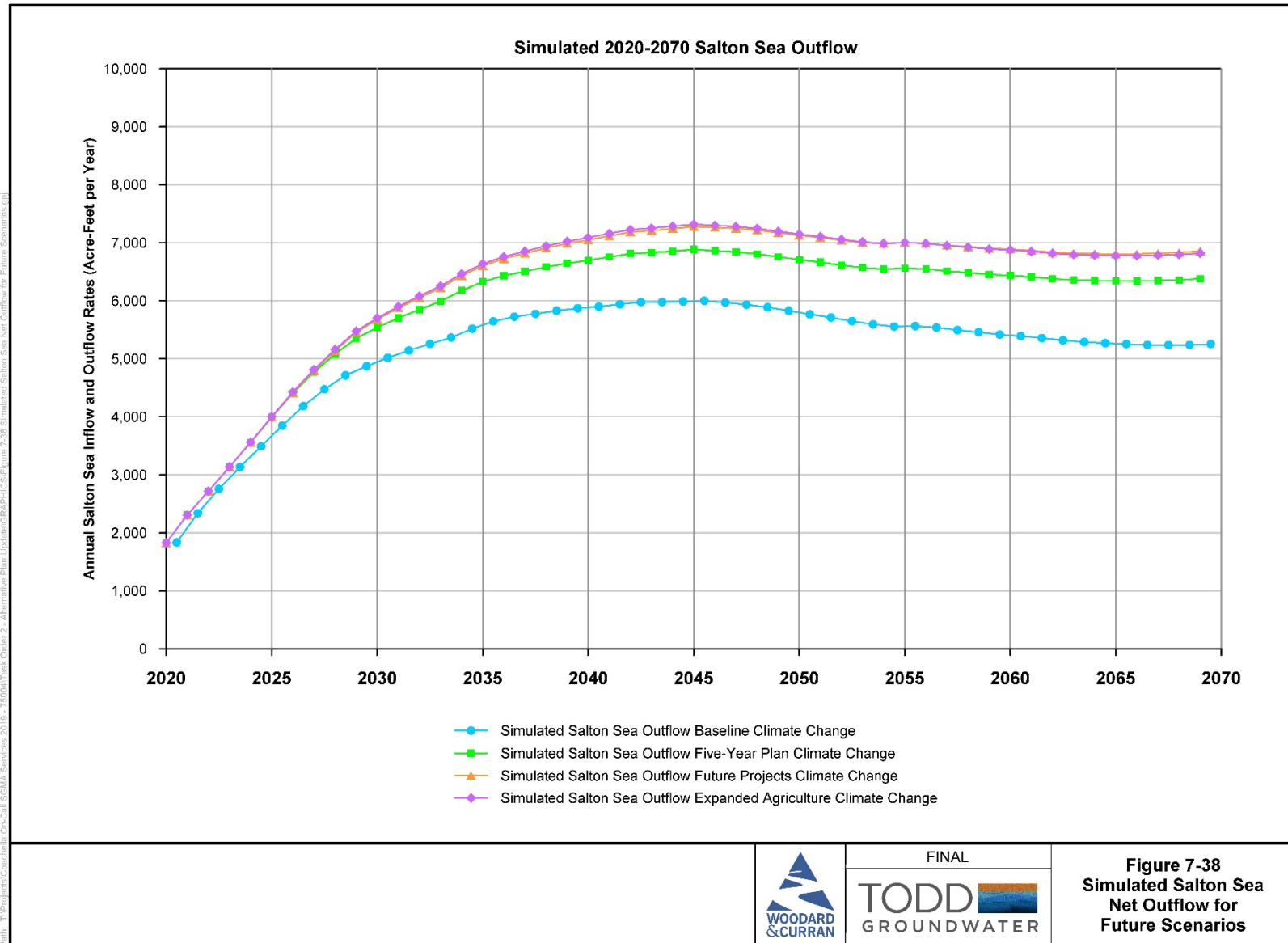


Figure 7-39. Model Future Scenario Hydrographs, West Valley 2020-2069

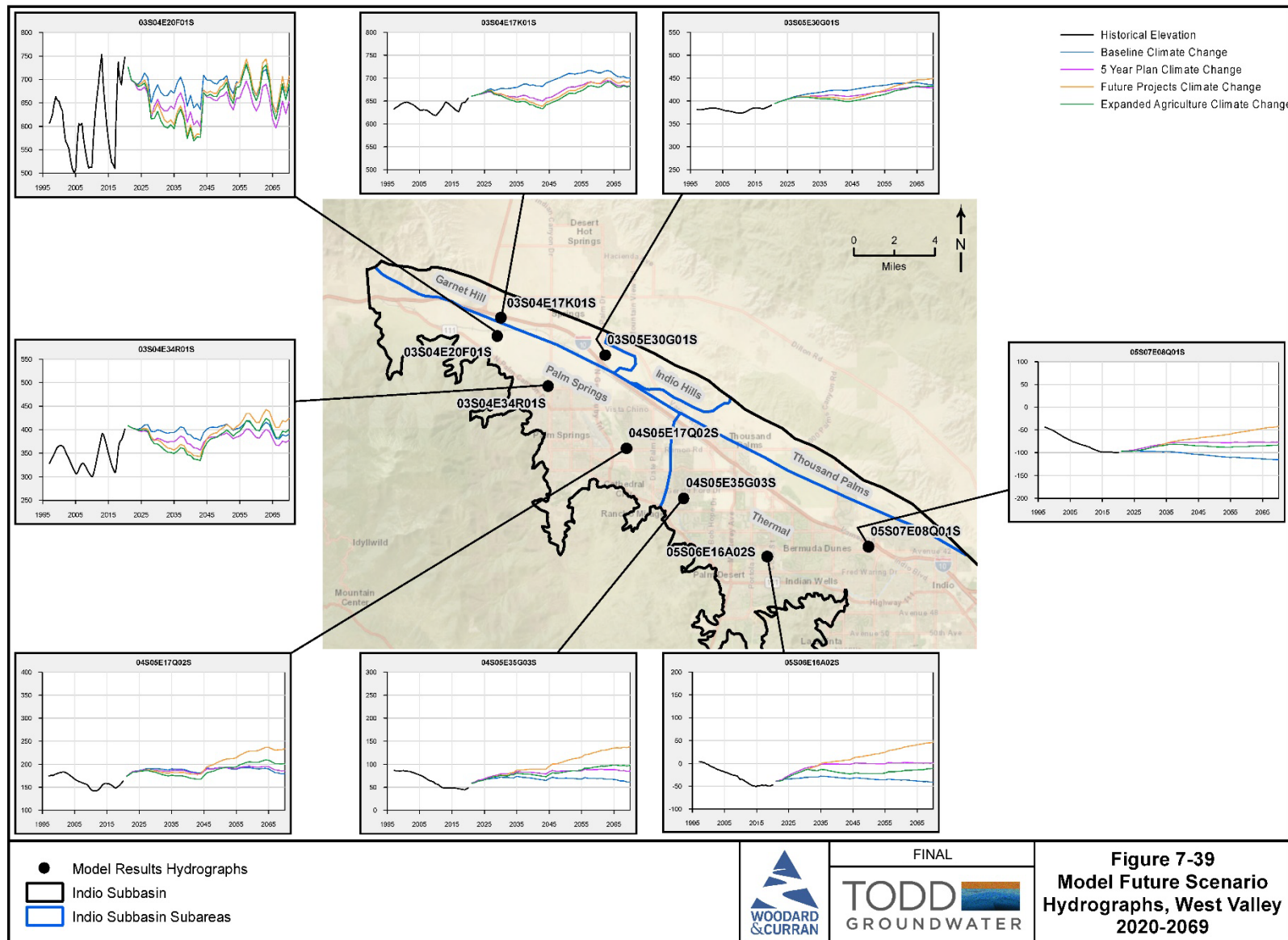
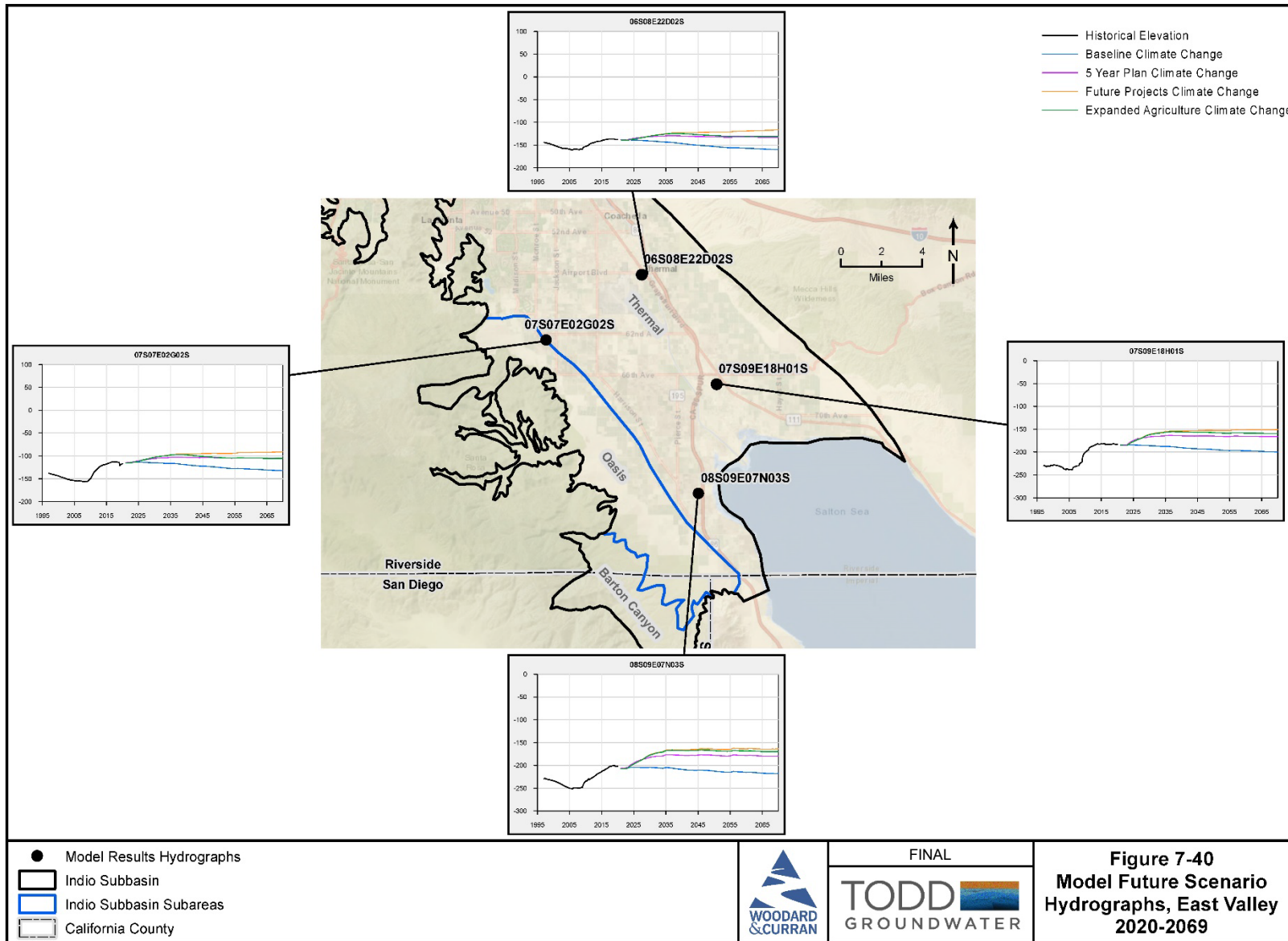


Figure 7-40. Model Future Scenario Hydrographs, East Valley 2020-2069



### East Valley/La Quinta, Thermal, Mecca, and Oasis Areas

Predicted water levels in the four observation wells in the East Valley areas (Figure 7-40) show slightly decreasing trends for the Baseline with Climate Change and Extended Agriculture with Climate Change scenarios, while levels rise in all wells for Future Projects with Climate Change and 5-Year Plan with Climate Change scenarios.

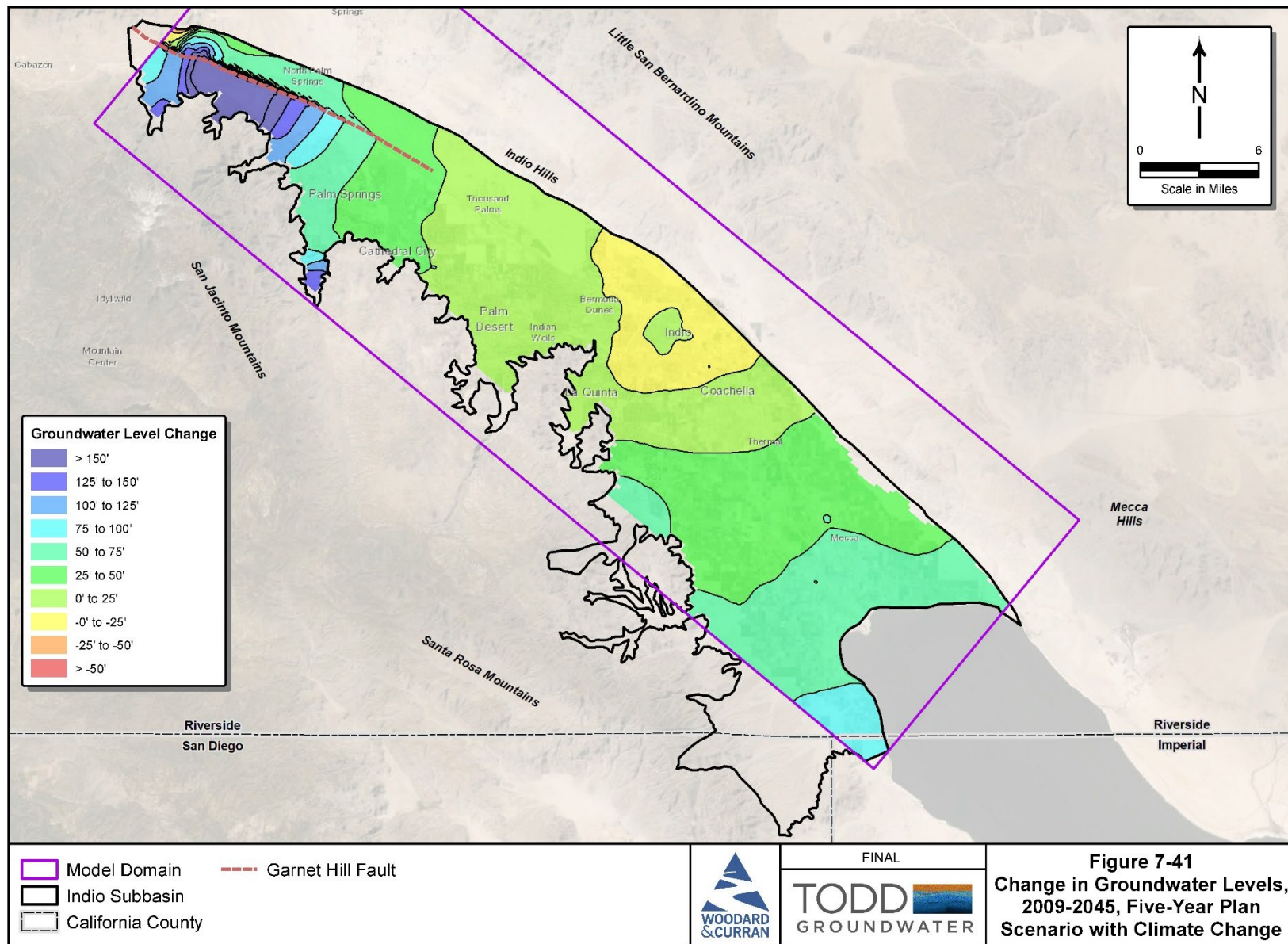
#### 7.7.2.3 Simulated Change in Water Level Maps – Future Scenarios

Simulated changes in water levels for the Future Projects with Climate Change, 5-Year Plan with Climate Change, and Extended Agriculture with Climate Change scenarios between 2009 and 2045 are shown on Figure 7-41 through Figure 7-43. Figure 7-41 shows the predicted change in groundwater levels between 2009 and 2045 for the 5-Year Plan with Climate Change scenario and reveals that minor declines (less than 25 feet) are occur in this scenario in a small area near the City of Coachella in the East Valley area. Level increases are predicted in the uppermost West Valley, the southern portion of Garnet Hill, and most of the Mid-Valley and East Valley areas. Level rises in the Mid-Valley may be associated with simulated operation of the PD-GRF.

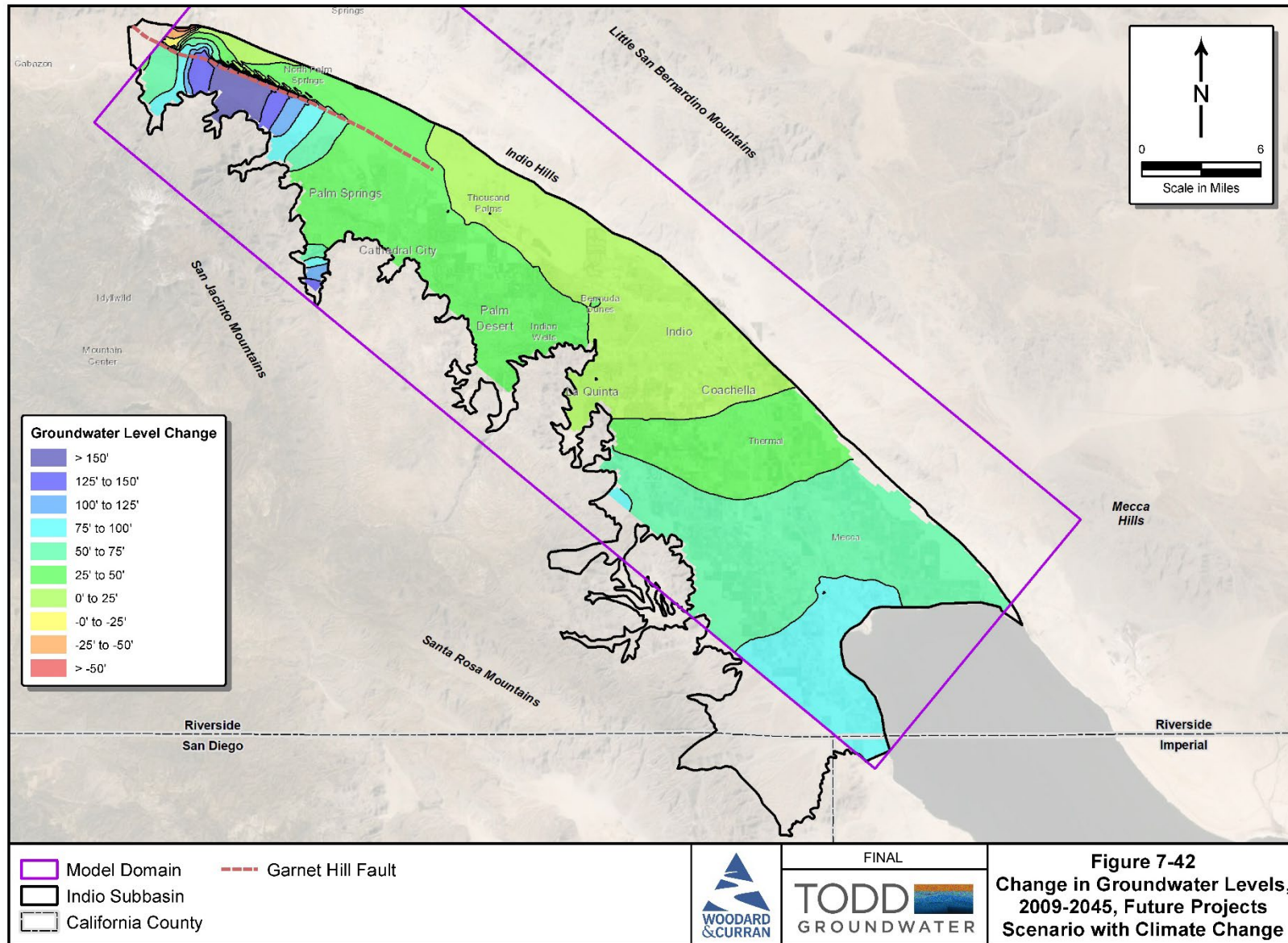
Figure 7-42 shows the predicted changes in levels for the Future Projects with Climate Change scenario and similar changes occur for this scenario in the West- and Mid-Valley areas. No declines are predicted except in a very small area where the Whitewater River enters the subbasin.

Figure 7-43 shows the predicted change in groundwater levels between 2020 and 2045 for the Expanded Agriculture with Climate Change scenario. Minor declines (less than 25 feet) occur in this scenario in small areas near the Cities of Indio and Coachella. This decline is likely due to the reduction in groundwater replenishment as expanded agriculture increases the direct delivery of imported water. Level increases are predicted in the Upper West Valley and southern portion of the East Valley. These increases in the Upper West Valley are similar to the groundwater elevation rises observed in all scenarios, a result of continued groundwater replenishment at WWR-GRF.

**Figure 7-41. Change in Groundwater Levels, 2009-2045, 5-Year Plan Projects Scenario with Climate Change**

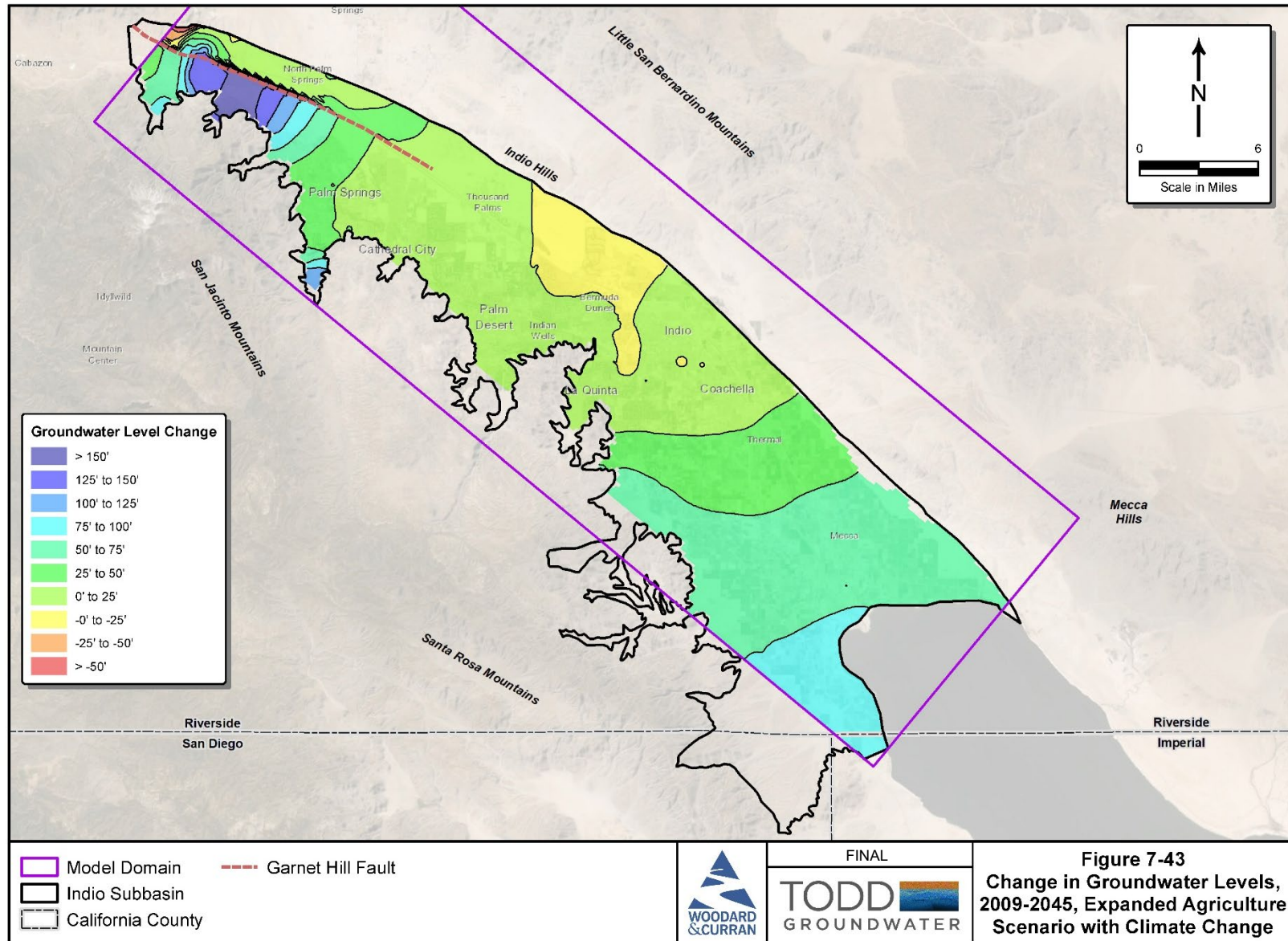


**Figure 7-42. Change in Groundwater Levels, 2009-2045, Future Projects Scenario with Climate Change**





**Figure 7-43. Change in Groundwater Levels, 2009-2045, Expanded Agriculture Scenario with Climate Change**



## 7.8 Conclusions

Simulation of the Baseline (No New Projects) and Baseline with Climate Change scenarios allows direct evaluation of the effect of simulated climate change on groundwater conditions. As indicated in this chapter, a net increase in Subbasin-wide storage is predicted for the Baseline scenario, but a net decrease in Subbasin storage is predicted for Baseline with Climate Change. With climate change, not implementing new projects is not sustainable.

The major conclusion from simulation of the other three Plan scenarios—5-Year Plan with Climate Change, Future Projects with Climate Change, and Expanded Agriculture with Climate Change—is that the Indio GSAs can maintain a sustainable Subbasin water balance with planned projects for the near-term and future. The three Plan scenarios involve varying project implementation and/or agricultural demands. For all three of these scenarios, simulation results show a net increase in storage at the end of the 25-year planning horizon and continuing stability through the end of the modeling timeframe. The three scenarios show storage increases in the Mid-Valley and most of the East Valley and varying levels of water level declines in the West Valley, which are an artifact of wet and dry year cycles and the subsequent rapid response of groundwater levels near WWR-GRF. These results demonstrate the importance to the Indio Subbasin balance of a portfolio of projects and management actions that allow adjustments through time and across the Subbasin.

Simulation of the 5-Year Plan with Climate Change scenario shows that already-planned projects and management actions can maintain the water balance, even with climate change, while the Future Projects with Climate Change scenario demonstrates that future projects can address uncertainty in water supply, water demand, and other circumstances and maintain the Subbasin water balance.

While the GSAs have a suite of potential projects that can maintain the Indio Subbasin water balance, adaptive management will be critical when planning for future conditions to ensure the most effective projects are implemented in areas where additional resources are needed.

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## CHAPTER 8: REGULATORY AND POLICY ISSUES

This chapter describes regulatory and policy issues that could affect implementation of this *2022 Indio Subbasin Alternative Plan Update (Alternative Plan Update)*. While these issues may represent challenges, the intent of this chapter is to define the issue, identify potential solutions, and consider opportunities. The *2010 Coachella Valley Water Management Plan Update (2010 CVWMP Update)* (Coachella Valley Water District [CVWD], 2012) identified emerging issues and these are updated below; some are updated briefly only in this chapter, and some are discussed in detail in other chapters of this *Alternative Plan Update*.

This *Alternative Plan Update* has included recognition of additional issues including:

- Availability of suitable water supply for small community water systems, some of which may lack access to safe and adequate water supplies (see Section 8.4)
- Potential occurrence and adverse effects on water supply of per- and polyfluoroalkyl substances (PFAs), a group of man-made chemicals that are persistent in the environment and in the human body, where they can lead to adverse human health effects (see Section 8.2.7)

### 8.1 Water Quality Policies and Planning

The *2010 CVWMP Update* described emerging issues regarding the Colorado River Basin Plan, anti-degradation policy, recycled water policy, Salt and Nutrient Management Plan (SNMP), salinity management, brine management, and agricultural discharge requirements. While no longer emerging issues, the policies and regulations of the State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board (RWQCB) are the subject of continuing review and update by state agencies, and accordingly, warrant regular review by the Groundwater Sustainability Agency (GSAs).

#### 8.1.1 Basin Plan

California's 1969 Porter-Cologne Water Quality Act established the SWRCB and the nine RWQCBs to preserve and enhance all beneficial uses of the state's water. The RWQCBs develop basin plans that identify beneficial uses for groundwater and surface water within their hydrologic units, establish water quality objectives (WQOs) to protect beneficial uses, and define implementation programs to achieve WQOs. The *Basin Plan for the Colorado River Basin Region* (Colorado River RWQCB 1993; 2006; as amended) was first prepared and adopted by the Colorado River Basin RWQCB in 1993 and with subsequent amendments. Prepared in accordance with the Porter-Cologne Water Quality Control Act, the Federal Clean Water Act, and other state and federal rules and regulations, the Basin Plan provides guidelines for optimizing use of state waters within the region by preserving and protecting water quality.

The *2010 CVWMP Update* reviewed the Basin Plan adopted in 2006 (Colorado River Basin RWQCB, 2006). This review addressed updates on the Clean Water Act 303(d) list of impaired water bodies, Total Maximum Daily Loads (TMDLs) for surface water bodies, and high priority issues identified as part of the 2007 Triennial Review. These issues mostly were surface water related, including for example, surface water bacteriological objectives, stormwater channel flow, and agricultural wastewater. The current 303(d) list, TMDLs, and selected topics of the most recent Triennial Review are summarized in this section.

### 8.1.1.1 303(d) List and TMDLs

Section 303(d) of the federal Clean Water Act requires states, territories, and authorized tribes to prepare a list of water bodies that do not or are not expected to attain water quality standards after application of required technology-based controls. The 303(d) list includes the size of the water body, the sampled pollutants affecting designated beneficial uses, the source of the pollutant, and the water body's priority status relative to TMDLs. TMDLs are established to limit discharged pollutants and help overcome water quality impairment. TMDLs are implemented through amendments to the Basin Plan or an alternative TMDL plan may be put in place. The 303(d) lists are prepared as part of the Water Quality Assessment of the State's major waterbodies and meet a requirement of Section 303(d) of the Clean Water Act.

Table 8-1 summarizes approved TMDLs for the Coachella Valley Stormwater Channel (CVSC), while Table 8-2 lists TMDLs under development for the CVSC. Table 8-3 summarizes TMDLs under development for the Salton Sea Watershed.

**Table 8-1. Approved TMDLs for the CVSC**

Indicator Parameter	30-Day Geometric <sup>a</sup> Mean	Maximum Instantaneous
E. coli	126 MPN <sup>b</sup> /100ml	400 MPN/100ml
Fecal coliform	200 MPN/100ml	--- <sup>c</sup>
Enterococci	33 MPN/100ml	100 MPN/100ml

<sup>a</sup> Based on a minimum of no less than 5 samples equally spaced over a 30-day period.

<sup>b</sup> Most probable number.

<sup>c</sup> No more than 10 % of total samples during any 30-day period exceed 400 MPN per 100 ml.

Source: Amendment to Water Quality Control Plan for the Colorado River Basin Region

**Table 8-2. TMDLs Under Development for CVSC**

TMDL Project Title	Impairments	Completion Date	Comments
Coachella Valley Stormwater Channel - Organochlorine Compounds TMDL Alternatives	Dichlorodiphenyl-trichloroethane (DDT)	June 2022 - November 2022	The CVSC is 303(d) listed for multiple impairments. The SWRCB is working on a TMDL Alternative that will be a part of the Coachella Valley Agricultural General Order.
	Dieldrin		
	Polychlorinated biphenyl (PCB)		
	Toxaphene		
Coachella Valley Stormwater Channel - Ammonia, Dissolved Oxygen, and Toxicity TMDLs	Ammonia	September 2024 - February 2025	The CVSC is 303(d) listed for multiple impairments. The SWRCB is working on a TMDL Plan to address these issues.
	Dissolved Oxygen		
	Toxicity		

Source: Water Quality Control Plan for Colorado River Basin Triennial Review 2020 Appendix B

**Table 8-3. TMDLs Under Development for the Salton Sea Watershed**

TMDL Project Title	Impairments	Completion Date <sup>a</sup>	Comments
Salton Sea - Dissolved Oxygen and Nutrients TMDLs	Dissolved Oxygen	December 2023 - May 2025	The Salton Sea is 303(d) listed for multiple impairments. The SWRCB is working on a TMDL Plan for the entire watershed.
	Nutrients		
Salton Sea - Watershed Ammonia TMDL	Ammonia	48 - 54 months <sup>b</sup>	The Salton Sea is 303(d) listed for ammonia. The SWRCB is proposing a TMDL for the entire watershed.
Salton Sea - Toxicity TMDL	Toxicity	30 - 36 months <sup>b</sup>	The Salton Sea is 303(d) listed for toxicity. The SWRCB is proposing a TMDL at the Salton Sea.
Salton Sea - DDT and DDE TMDLs	Dichlorodiphenyl-trichloroethane (DDT)	24 - 30 months <sup>b</sup>	The Salton Sea is 303(d) listed for DDT and DDE. The SWRCB is proposing a TMDL for the Salton Sea.
	Dichlorodiphenyl-dichloroethylene (DDE)		
Salton Sea Watershed -Bacteria TMDL	Enterococcus	36 - 42 months <sup>b</sup>	The Salton Sea is 303 (d) listed for indicator bacteria. The SWRCB is proposing a TMDL for the entire watershed.

<sup>a</sup> For ongoing projects, the completion date is the expected implementation date of the TMDLs.

<sup>b</sup> For these new projects, no completion date is available until the project commences. The duration is the expected amount of time it will take for the TMDL to go into effect once the project commences.

Source: Water Quality Control Plan for Colorado River Basin Triennial Review 2020 Appendix B

### 8.1.1.2 Triennial Review

The Federal Clean Water Act requires states to conduct public review of water quality standards at least once every three years. Accordingly, the RWQCB conducts a public review process and updates the Basin Plan at least once every 3 years – a process known as “triennial review.” The triennial review may result in amendments to the Basin Plan over the course of the 3-year review cycle.

The most recent Triennial Review for the Colorado River Basin Region was conducted in 2020 (RWQCB, 2020b). Recent triennial reviews are presented on the RWQCB website<sup>1</sup> including the Staff Report and Appendices B and C that list and rank proposed projects (Colorado River Basin RWQCB, 2020). During this Triennial Review, 29 projects have been listed and ranked. Three projects (as numbered by RWQCB) with particular bearing on local water management are summarized below.

#### **Project 9 – OWTS Prohibitions in Areas Where OWTS Pose a Threat to Water Quality**

This project was included in the 2017 Triennial Review as Item 1, "Evaluate Potential Sources of Nitrates in Prioritized Basins." RWQCB staff has been collecting data and information to identify areas where nitrate pollution from Onsite Wastewater Treatment Systems (OWTS), also referred to as septic systems, may be posing a threat to groundwater quality. In areas where the density of existing OWTS may be contributing to nitrate and other pollution, and the OWTS density cannot be mitigated by existing regulations, staff plans to propose a prohibition of discharge from OWTS. This project is slated for completion in 2025. This RWQCB project represents a potential means of limiting nitrate loading to areas in the Indio Subbasin with relatively dense OWTS. These areas also may include Small Water Systems that are affected by high nitrate concentrations in groundwater (see Section 8.4).

#### **Project 10 – Salton Sea Beneficial Use Review**

The Coachella Valley is part of the Salton Sea watershed. As described in the RWQCB Staff Report Appendix B, the Salton Sea is an endorheic (terminal) lake without an outlet, which means that certain pollutants have been concentrating in it since its formation in 1905. Such pollutants include salinity and one of its components, chloride, which are both 303(d) listed impairments to the Salton Sea's Warm Freshwater Habitat (WARM) beneficial use. The Salton Sea is not freshwater and because of its endorheic nature may never meet the current water quality objectives for these pollutants associated with the WARM beneficial use. Under this amendment, staff will determine whether WARM is attainable for these pollutants and establish whether the Salton Sea should be considered a saltwater body for the purposes of applicable water quality objectives. Other pollutants and/or beneficial uses may be included as data are gathered and analyzed. Based on the results of this analysis, changes to the Salton Sea's beneficial uses may be proposed. This project is scheduled for completion between December 2024-May 2025.

#### **Project 12 – Groundwater Numeric Water Quality Objectives in Indio Subbasin**

This project was included in the 2017 Triennial Review as Item 2, "Establish Water Quality Objectives for Ground Water Throughout the Coachella Valley." RWQCB staff is developing site-specific numeric water quality objectives for total dissolved Solids (TDS) and other constituents in the Indio Subbasin. To help establish appropriate water quality objectives, in 2021 RWQCB initiated a 3-year contract with United States Geological Survey (USGS) to determine existing water quality. Establishment of numeric water

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<sup>1</sup> <https://www.waterboards.ca.gov/coloradriver/>

quality objectives by RWQCB for TDS and other constituents could have a significant impact on definition of minimum thresholds for the constituents in the Indio Subbasin.

### 8.1.2 Antidegradation Policy

The Antidegradation Policy (SWRCB Resolution No. 68-16) is a state water policy that requires regulation of discharges to waters of the state to achieve the “highest water quality consistent with maximum benefit to the people of the State.” Incorporated into all Basin Plans, the policy applies to high quality waters (surface water as well as groundwater) and requires that the high quality be maintained unless the State finds that any change will be consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality lower than applicable standards. The Antidegradation Policy also requires the waste discharge requirements for any proposed discharge to covered waters include the best practicable treatment or control (BPTC) of the discharge to assure that no condition of pollution or nuisance will occur, and that the highest water quality will be maintained consistent with maximum benefit to the people of the State.

In November 2012, the California Third District Court of Appeal issued an opinion in the case “*Asociacion de Gente Unida Por El Agua v. Central Valley Regional Water Quality Control Board*” (2012) 210 Cal.App.4th 1255 that interpreted the Antidegradation Policy. The Court held that the Antidegradation Policy applies whenever there is “an existing high quality water” and “an activity which produces or may produce waste ...that will discharge into such high quality water.” The Court of Appeal determined that a high quality water exists where the baseline water quality (defined to be the best water quality that has existed since 1968) is better than the WQO. If the baseline water quality is equal to or is not meeting the objectives, the water is not “high quality” and all discharges must be managed to meet the current objectives. In that case, the Antidegradation Policy is not triggered. However, if the baseline water quality is better than the WQOs, the baseline water quality must be maintained unless the maximum benefit to the people of the State and related findings required by the Antidegradation Policy are made to permit the discharge.

As described in Section 8.1.4, a Salt and Nutrient Management Plan (SNMP) meeting the requirements of the Recycled Water Policy is required for certain designated basins in California. SNMPs must include an antidegradation analysis demonstrating that the existing projects, reasonably foreseeable future projects, and other sources of loading to the basin included within the plan will, cumulatively, satisfy the requirements of the Antidegradation Policy. In 2015, a Coachella Valley SNMP was prepared and submitted to the Regional Board. The Regional Board provided comments and recommendations on the 2015 SNMP, and as of 2020 a group of local stakeholders are developing a new SNMP, which will include a full antidegradation analysis consistent with the Antidegradation Policy.

### 8.1.3 Recycled Water Policy

In the Plan Area, recycled water is a significant and reliable local resource used to help offset groundwater pumping. Recycled water has been used for golf course irrigation in portions of the Plan Area since the late 1960s. CVWD and Desert Water Agency (DWA) currently deliver recycled water from three water reclamation plants (WRPs) for municipal and golf course irrigation use in the East and West Valley.

The SWRCB, recognizing the importance of recycled water as a water supply, administers the Recycled Water Policy (adopted in 2009) to encourage the increased use of recycled water and to support water supply diversity and sustainability. The Recycled Water Policy defines the roles of the SWRCB, RWQCBs, and California Department of Water Resources (DWR) among other agencies. DWR responsibilities



relevant to Indio Subbasin management include reviewing urban water management plans, cooperating with SWRCB to track recycled water use, implementing the Sustainable Groundwater Management Act (SGMA), and cooperating with SWRCB to allocate and distribute bond funding.

By way of update, on December 11, 2018, the SWRCB adopted an amendment to the Recycled Water Policy that includes the following goals (SWRCB, 2018) and supports water recycling in the Plan Area:

- Increase the use of recycled water State-wide from 714,000 acre-feet per year (AFY) in 2015 to 1.5 million AFY by 2020 and to 2.5 million AFY by 2030.
- Reuse all-dry weather direct discharges of treated wastewater to enclosed bays, estuaries and coastal lagoons, and ocean waters that can be viably put to a beneficial use.
- Maximize the use of recycled water in areas with groundwater overdraft, to the extent that downstream water rights, instream flow requirements, and public trust resources are protected.

Annual reporting is required so that SWRCB can evaluate progress toward these goals and revise them as needed. Specific requirements address monthly volumes of influent and wastewater production, specifying level of treatment. Discharge data must specify where the discharge occurs, for example to surface waters (specifying volume required to maintain minimum instream flow), natural systems (wetlands, wildlife habitats, and duck clubs), injection wells and land disposal (e.g., evaporation or percolation ponds). Water reuse must be reported in terms of monthly volume with annual reporting of the distribution to beneficial uses including the following categories: agricultural irrigation, landscape irrigation, golf course irrigation, commercial applications, industrial applications, geothermal energy production, and other non-potable uses (e.g., dust control, flushing sewers, fire protection). Such reporting also must address direct and indirect potable uses such as groundwater recharge, seawater intrusion barriers, reservoir water augmentation, raw water augmentation, and other potable uses.

#### **8.1.4 Coachella Valley Salt and Nutrient Management Plan**

While encouraging the use of recycled water, the Recycled Water Policy states that salts and nutrients from all sources must be managed on a basin-wide or watershed-wide basis to attain water quality objectives and protect beneficial uses. This is typically through development of a SNMP. As described in this section, the CV-SNMP currently is being planned by local agencies in collaboration with the Colorado River RWQCB.

The original 2009 Recycled Water Policy required development of a SNMP by 2014 for each groundwater basin or subbasin in California (later clarified as applicable to priority basins for the GAMA Priority Basin Project). The 2018 Recycled Water Policy amendment includes a requirement that each RWQCB evaluate each basin or subbasin in its region before April 8, 2021. The RWQCB is required to identify basins where salts and/or nutrients are a threat to water quality and therefore need salt and nutrient management planning to achieve water quality objectives in the long term. These RWQCB evaluations are to be updated every 5 years.

The amended Recycled Water Policy continues to encourage collaborative development of a SNMP among SNMP groups, regional boards, the agricultural community, IRWM groups, water and wastewater agencies, stakeholders, and now, GSAs. It notes that some GSPs may sufficiently address salt and nutrient management to be a functionally equivalent SNMP. The current policy presents the required components of a SNMP, including a monitoring network and plan, water recycling use goals and objectives, salt and

nutrient source identification, implementation measures, and an antidegradation analysis to ensure adherence to the Antidegradation Policy.

Recycled water is used in the Plan Area for non-potable applications including municipal and golf course irrigation. The Recycled Water Policy specifies the levels of treatment for such use of recycled water, while a subsequent general order (SWRCB Order WQ 2016-0068-DDW) provides for permitting, administration, monitoring and reporting. In the Plan Area, three WRPs produce tertiary-treated recycled water consistent with State policy.

The Recycled Water Policy also regulates indirect potable reuse (IPR) for groundwater recharge, which is not currently practiced in the Indio Subbasin. IPR for groundwater recharge involves planned use of recycled water for replenishment of a groundwater basin that is a source of water supply for a public water system; the groundwater basin provides public health benefits, for example through dilution and travel time. As described in Chapter 11, *Projects and Management Actions*, Indio Water Authority (IWA) is a partner in East Valley Reclamation Authority (EVRA) and is currently evaluating the feasibility of an IPR project to recharge up to 5,000 AFY of recycled water into the Indio Subbasin. While IPR is not currently practiced in Indio Subbasin, it has been used for more than 40 years in other California basins as a reliable, high quality, locally controlled supply and may represent a future option. Accordingly, it is warranted for the GSAs to stay informed of regulatory requirements (including constituents of emerging concern [CECs]) and the experience of other recycling projects.

In 2015, CVWD, DWA, and IWA created an SNMP for the Coachella Valley Groundwater Basin (CVWD, et al., 2015). Subsequently, the 2015 SNMP was evaluated by the Colorado River RWQCB. The RWQCB provided comments and recommendations on the 2015 SNMP's compliance with the updated Recycled Water Policy (Colorado River Basin RWQCB, 2020). In response, the CV-SNMP was restarted in 2020 by an expanded SNMP agency group that includes all major water and wastewater agencies in Coachella Valley. These include CVWD, CWA and Coachella Sanitary District, DWA, IWA, Myoma Dunes Mutual Water Company, Valley Sanitary District, Mission Springs Water District, and City of Palm Springs, collectively the SNMP Agencies. As of 2021, SNMP Agencies have submitted a Development Workplan that describes a detailed scope of work for updating the CV-SNMP, including a new groundwater monitoring program to support implementation of the SNMP. The *Groundwater Monitoring Workplan* was approved by the RWQCB in February 2021. The SNMP Agencies have begun implementing the *Groundwater Monitoring Workplan* and will report data and program implementation progress for the first year by April 1, 2022.

For the Indio Subbasin, a key issue is the importation of salts with Colorado River water. Importation of Colorado River water for agricultural irrigation (substituting for groundwater pumping) and for groundwater replenishment has been fundamental to reversing chronic groundwater level declines, depletion of storage, subsidence, and seawater intrusion (see *Chapter 9, Sustainable Management Criteria*). However, Colorado River water has higher average TDS concentrations that must be considered and appropriately managed. As summarized in Section 8.1.5, the 2002 CVWMP and 2010 CVWMP Update have identified and assessed various alternatives for managing salinity. Chapter 9, *Sustainable Management*, addresses salinity in terms of sustainable management and the role of the CV-SNMP, coordinated with this *Alternative Plan Update*, in analyzing the salt balance, identifying implementation measures to manage salt loading, and developing an implementation plan to address salinity as well as nutrients.

### 8.1.5 Salinity Management

Identified in the *2002 CVWMP* and *2010 CVWMP Update* as an important issue, salinity management remains a key issue with ramifications for recharge, water recycling, brine management, and agricultural drainage.

#### 8.1.5.1 Impacts of Colorado River Water Recharge

State Water Project (SWP) Exchange supply is provided through the Colorado River Aqueduct (CRA), which delivers water from Lake Havasu (Parker Dam) for recharge at the Whitewater River Groundwater Replenishment Facility (WWR-GRF). Colorado River supply also is provided through the Coachella Canal, a branch of the All-American Canal that brings Colorado River water from Imperial Dam. Water imported via the Coachella Canal is used at the Thomas E. Levy Groundwater Replenishment Facility (TEL-GRF) and Palm Desert Groundwater Replenishment Facility (PD-GRF) groundwater replenishment facilities. TDS concentrations generally are lower for CRA supply (averaging about 590 milligrams per liter (mg/L) from 2010 through 2019), while Coachella Canal supply has averaged about 730 mg/L over the same period. At this time, TDS levels in Colorado River water are meeting or exceeding applicable water quality objectives.

As noted in the *2010 CVWMP Update*, Colorado River water used for direct delivery and recharge in the Indio Subbasin generally has higher TDS concentrations that must be considered and appropriately managed. Use of Colorado River water involves salt loading to the Indio Subbasin and local increases in TDS concentrations (see Chapter 4, *Current and Historical Groundwater Conditions*). CVWD and DWA have investigated alternatives including direct importation and recharge of lower TDS SWP water at the WWR-GRF and MC-GRF. However, direct importation would require extensive pipeline construction for conveyance from western Riverside County and would involve technical and environmental constraints, significant costs, and limited benefits. Another alternative summarized in the *2010 CVWMP Update* involved pre-treatment of Colorado River supplies using reverse osmosis. While a proven technology, drawbacks include permitting, environmental issues, and technical and financial feasibility in light of available power and intermittent deliveries of Colorado River water.



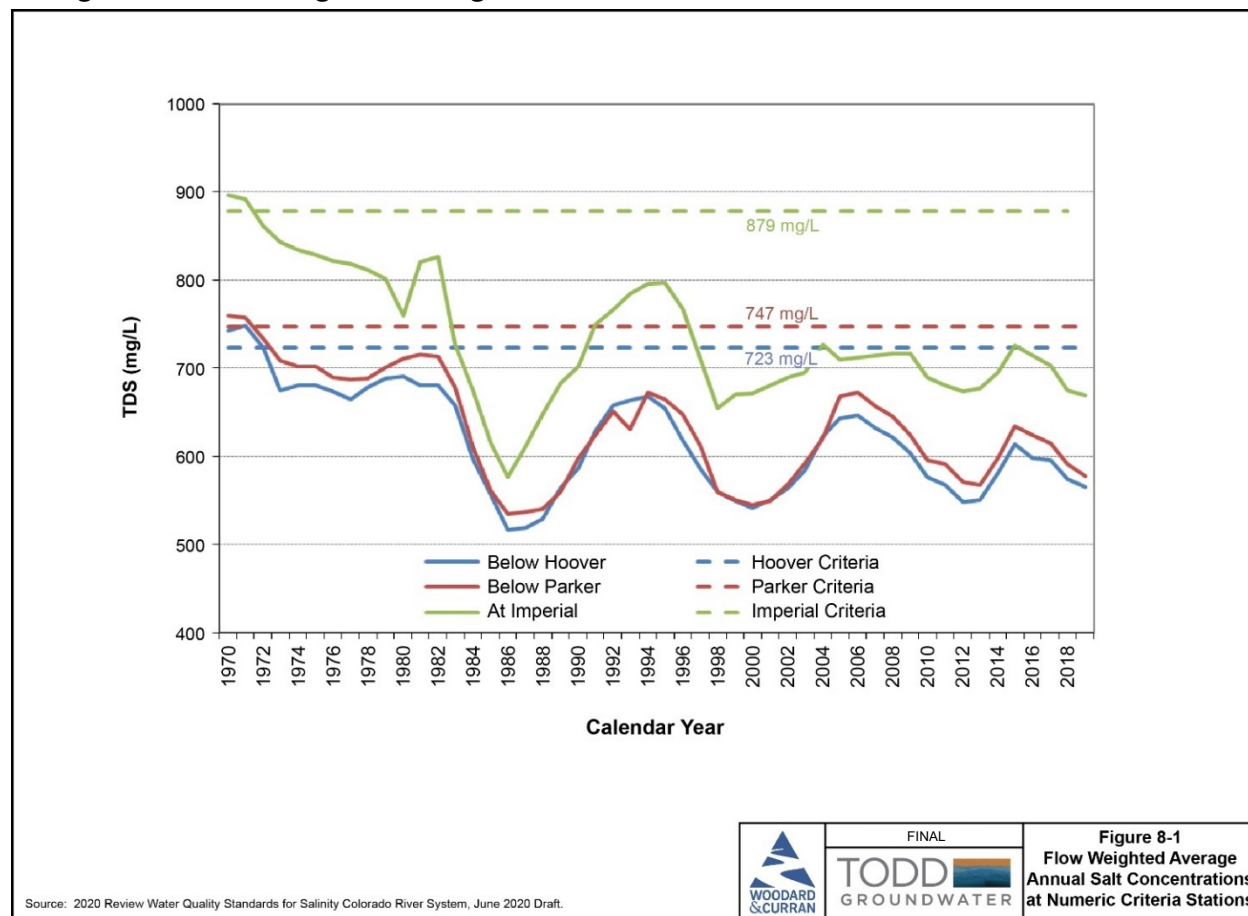
*Coachella Canal supplies agriculture irrigation demands in the East Valley.*

Salinity management includes an ongoing, watershed management approach through the Colorado River Basin Salinity Control Program (Program). This is a cooperative watershed effort among several federal agencies and seven states to meet national, international, and state water quality objectives. Federal, state, and local agencies and private organizations participate to implement on-the-ground activities. To guide activities and track performance, the Program has established numeric criteria for salinity, adopted by the seven Basin states and approved by USEPA. These criteria are illustrated by the horizontal lines on Figure 8-1, which is reproduced from the *2020 Review of Water Quality Standards for Salinity, Colorado*

*River System* (Colorado River Basin Salinity Control Forum, 2020). The graph also shows flow-weighted average annual salt concentrations at three numeric criteria stations, from upstream to downstream: Below Hoover, Below Parker, and at Imperial. The last two correspond to the diversion points for the CRA and All-American Canal. As shown on Figure 8-1, salinity concentrations have decreased since 1970 at all three numeric criteria stations and waters are currently meeting standards.

These decreasing TDS concentrations reflect work accomplished by the Program which has included construction of salinity control measures (for example, preventing inflow to the river from saline springs and plugging of abandoned, flowing oil, and gas wells), advancement of policies for effluent limitation (for example, policies addressing discharges from fish hatcheries), and implementation of non-point source management plans (for example, improved irrigation practices). While the Program has successfully controlled over 1.22 million tons of salt annually, additional measures have been identified to achieve the identified maximum potential salt reduction of 2.35 million tons per year, equivalent to 106 mg/L at Imperial Dam (Colorado River Basin Salinity Control Forum, 2020). The current plan is to pursue a program designed to remove at least 1.7 million tons annually by 2040, which would result in a 47 mg/L reduction in salinity at Imperial Dam. As of early 2021, the Paradox Valley Unit, which had been removing 95,000 tons of salt annually, was shut down after causing a moderate earthquake and has not been restored by USBR. As of 2021, USBR has taken no action and will work with the Colorado River Basin Salinity Control Forum to explore other options (Montrose Press, 2021).

**Figure 8-1. Flow Weighted Average Annual Salt Concentrations at Numeric Criteria Stations**



Source: 2020 Review Water Quality Standards for Salinity Colorado River System, June 2020 Draft.



FINAL

**TODD**

GROUNDWATER

**Figure 8-1**

**Flow Weighted Average**

**Annual Salt Concentrations**

**at Numeric Criteria Stations**

### 8.1.5.2 Brine Discharge/ Management

The *2010 CVWMP Update* identified brine discharge as a major issue that would be associated with desalination of Colorado River water for municipal or agricultural uses, or replenishment. Desalination of significant flows would result in production of large volumes of brine that would need to be disposed in a cost-effective manner and in compliance with Basin Plan requirements. In discussing Salton Sea restoration, the *2010 CVWMP Update* acknowledged that diversion and desalination of drain flows also would reduce inflow to the Salton Sea, with potential environmental impacts. CVWD subsequently piloted desalination of shallow groundwater and not drain flows.

Desalination and brine discharge were also addressed in the *2012 Final Subsequent Program EIR (Final SPEIR)* for the *2010 CVWMP Update*, which provided comparison of SWP importation and desalination options. The *Final SPEIR* noted that permitting of discharge of brine to the Salton Sea via wetlands was uncertain. It also generally considered desalination of recharge water as financially infeasible. Similarly, the *2018 IRWM Plan* addressed considerations including high costs for handling and disposing brine, large land areas for evaporation ponds, and regulatory issues associated with brine disposal.

As summarized in existing documents, various alternatives have been explored for desalination. These alternatives involve different sources of water for desalination (e.g., CRA, Coachella Canal, drain flows), volumes of supply, methods of storage and conveyance, options for water treatment, and alternatives for brine management and discharge. Continuing issues exist regarding technical feasibility of complex projects, financial feasibility, permitting, and potential environmental impacts. Referring to Section 8.1.1.2, Triennial Review, RWQCB projects could result in water quality objectives that could disallow brine discharge to the Salton Sea. Planning for Salton Sea restoration is ongoing (see Section 8.3), with likely ramifications for brine discharge.

### 8.1.6 Agricultural Drainage Discharge Regulations

Water discharges from agricultural operations include irrigation runoff, flows from tile drains, and storm water runoff. These discharges can affect water quality by transporting pollutants (for example, pesticides, nutrients, salts, pathogens, and heavy metals) from cultivated fields into surface waters. The quality of receiving surface water bodies and groundwater can be impaired. Groundwater quality is monitored for numerous constituents (see Chapter 4, *Current and Historical Groundwater Conditions*) and is addressed as an element of sustainable management (see Chapter 9, *Sustainable Management*).

To control the effects of discharges from irrigated agricultural lands, the SWRCB's 2004 Nonpoint Source Implementation and Enforcement Policy (NPS Policy) requires all RWQCBs to regulate agricultural discharges by issuing waste discharge requirements (WDRs) or conditional waivers of WDRs (Orders) to growers. These Orders require water quality monitoring of receiving waters and corrective actions when impairments are found. The Conditional Waiver of WDRs for agricultural discharges in the Coachella Valley was adopted in 2014 (RWQCB, 2014).

Agricultural dischargers include entities who operate and maintain agricultural drains (e.g., CVWD) and property owners, renters/lessees, and operators/growers who discharge water, have potential to discharge water, propose to discharge water, or could directly or indirectly affect water quality. The Conditional Waiver does not provide coverage for discharges from crops for personal use, golf courses, polo fields, discharges originating on tribal/reservation lands, or parcels less than five acres.

To comply, the NPS Policy provides for agricultural dischargers to act individually or collectively in coalition groups. The Coachella Valley Irrigated Lands Coalition (CVILC) was established in 2013 by CVWD and local growers/operators to help irrigated agriculture meet the requirements of the Colorado River Basin RWQCB's Irrigated Lands Regulatory Program (ILRP) in the Coachella Valley. The CVILC is a membership-based coalition that implements programs to help farmers and ranchers reduce their impacts. Programs include best management practices (BMPs), outreach and education (e.g., workshops, information fliers in CVWD billings), and monitoring of water quality as required by the RWQCB.

To comply with the terms of the 2014 Conditional Waiver and ensure attainment of water quality objectives, the CVILC developed a Compliance Program in which members complete an individual Water Quality Management Plan (Farm Plan) and Drain Water Quality Management Plan (Drain Plan) and implement management practices, among other activities. The CVILC also developed a Monitoring and Reporting Program and a Quality Assurance Project Plan. On November 12, 2020, the Colorado River Basin RWQCB adopted Order R7-2020-0026, which supersedes the 2014 Conditional Waiver. The 2020 Order (RWQCB, 2020a) includes new provisions for the Farm Plan, Drinking Water Supply Well Monitoring, and Education Outreach requirements, among others.



*CVWD samples the drain flows to the Salton Sea.*

## 8.2 Groundwater Quality

The *2010 CVWMP Update* identified issues including salinity, arsenic, perchlorate, hexavalent chromium(chromium-6), uranium, and nitrate, which also are discussed in Chapter 4, *Current and Historical Groundwater Conditions*. Carcinogens and Endocrine Disrupting Compounds (EDCs) were also identified as issues in the *2010 CVWMP Update*. However, these include a wide variety of chemicals and in many cases, water quality standards have not been established by federal or state regulatory agencies. Specific issues can be tracked by the GSAs as they emerge.

The GSAs continue to track evolving regulations of emerging contaminants; updates on regulations are provided below for salinity, arsenic, perchlorate, (chromium-6), uranium, and nitrate. For each, the current drinking water standard or Maximum Contaminant Level (MCL) is stated. PFAS are a new emerging issue which is also described below.

### 8.2.1 Salinity

Salinity is typically expressed in terms of TDS. There is no primary, health-based MCL for TDS; secondary water quality standards are based on consumer acceptance of taste and odor. As indicated in the *2015 SNMP*, the California Code of Regulations Title 22 states that there is no fixed consumer acceptance level established for TDS, but there are three Consumer Acceptance Contaminant Level Ranges. Concentrations lower than the Recommended contaminant level (500 mg/L) are desirable for a higher degree of

consumer acceptance; constituent concentrations ranging to the Upper contaminant level (1,000 mg/L) are acceptable if it is neither reasonable nor feasible to provide more suitable waters; and constituent concentrations ranging to the Short-Term contaminant level (1,500 mg/L) are acceptable only for existing community water systems on a temporary basis pending construction of treatment facilities or development of acceptable new water sources.

The sources and factors affecting the occurrence of salinity are documented in Chapter 4, *Current and Historical Groundwater Conditions*. Salinity management, the SNMP, and related issues are described in Section 8.1.

### 8.2.2 Arsenic

Arsenic was identified in the *2010 CVWMP Update* as an emerging issue. As discussed in the *2010 CVWMP Update*, the primary MCL for arsenic before 2001 was 50 micrograms per liter ( $\mu\text{g/L}$ ). Under the 1996 Amendments to the Safe Drinking Water Act, the U.S. Environmental Protection Agency (USEPA) was required to publish a revised standard for arsenic by January 2001. USEPA published a final MCL for arsenic of 10  $\mu\text{g/L}$  in 2001, which became enforceable in 2006. California adopted the federal MCL effective November 28, 2008.

As discussed in Chapter 4, *Current and Historical Groundwater Conditions*, arsenic occurs naturally in groundwater and most of the Indio Subbasin is characterized by arsenic concentrations below the MCL. However, arsenic is commonly found in groundwater in the southern Subbasin at levels higher than current state and federal drinking water standards. As reported in the *2010 CVWMP Update*, Riverside County environmental health officials identified private wells at 19 small community water systems with high levels of arsenic. In response, treatment filters had been installed at about half the systems. All four GSAs provide drinking water supplies that meet all state and federal health standards as documented in their annual water quality consumer confidence reports (available on their respective websites).

CVWD currently operates three water quality treatment facilities in the East Valley to remove naturally occurring arsenic from drinking water before it is delivered to customers. In addition, CVWD is addressing safe drinking water needs through the DAC Infrastructure Task Force. CVWD, in collaboration with the Task Force, completed the East Coachella Valley Water Supply Project (ECVWSP), which identified and mapped small, private water systems; developed a prioritization process that considered criteria such as proximity to existing pipelines, cost, number of people affected and water quality; and conducted preliminary engineering for the top two highest ranked projects. CVWD also has responded to short-term water quality needs. For example, in 2019, CVWD collaborated with Riverside County to provide temporary supplemental water as a safe drinking water supply for Oasis Mobile Home Park in Torres Martinez tribal/reservation lands, which had been found to be out of compliance a few months earlier. CVWD and the Task Force are seeking grant funds to permanently connect the water system to CVWD (CVWD, May 29, 2020). Lastly, CVWD has responded by providing private well owners with a free water quality test for arsenic and with access to information on point-of-use treatment systems.

### 8.2.3 Perchlorate

Perchlorate was identified in the *2010 CVWMP Update* as an emerging issue because of historical detections in Colorado River supply that originated from two manufacturing facilities and have since been cleaned up to below detection limits (see Chapter 4, *Current and Historical Groundwater Conditions*). Perchlorate is hazardous to human health, difficult to remove from water, and resistant to degradation in groundwater. The MCL has been set at 6  $\mu\text{g/L}$  by the State of California, and all four GSAs provide drinking

water supplies that meet or exceed the state and federal standards. In 2015, the State's Office of Environmental Health Hazard Assessment (OEHHA) published an updated public health goal (PHG) of 1 part per billion (ppb; equivalent to  $\mu\text{g/L}$ ) for perchlorate in drinking water (OEHHA, 2015). A public health goal is not an enforceable regulatory standard; however, it is intended to provide scientific guidance to the SWRCB Division of Drinking Water (DDW) in reviewing the existing state drinking water standard. State law requires that each regulatory drinking water standard must be set as close to the corresponding PHG as is economically and technologically feasible. Accordingly, the SWRCB will use the PHG to inform its review of the current enforceable regulatory standard for the chemical. In addition, SWRCB has recommended revision of the detection limit for purposes of reporting (DLR) for perchlorate (SWRCB, October 2020). Even though perchlorate detections in Subbasin groundwater are less than 2 mg/L and highly localized (see Chapter 4, *Current and Historical Groundwater Conditions*), the GSAs continue to monitor perchlorate and to track the review of the perchlorate PHG.

#### 8.2.4 Chromium-6

Hexavalent chromium (chromium-6) was identified in the *2010 CVWMP Update* as an emerging issue. Chromium occurs as trivalent chromium and as chromium-6; while trivalent chromium is non-toxic, chromium-6 has been linked to health effects. Chromium-6 has a complex regulatory history. In 2011, the OEHHA published a PHG of 0.02 ppb (or  $\mu\text{g/L}$ ) for chromium-6 in drinking water. Subsequently in 2014, the State adopted the country's first chromium-6 drinking water standard or MCL. That MCL of 10 ppb was then rescinded in 2017 due to a ruling that the state "had failed to consider the economic feasibility of complying with the MCL." Chromium-6 levels are controlled in California drinking water by existing regulations that include an MCL of 50 ppb for total chromium, which is twice as stringent as the national MCL for total chromium of 100 ppb established by the federal Environmental Protection Agency (EPA). However, the PHG has not been changed and the SWRCB is working on establishing a new chromium-6 MCL for drinking water. This process could take several years.

Anticipating a potential MCL revision that could affect their groundwater supply, CWA and IWA sponsored a joint study that identified a recommended treatment technology (City of Coachella, 2016). IWA installed chromium-6 removal systems at three wells. CVWD also investigated methods of treating chromium-6 to meet potentially stringent drinking water standards and conducted a successful pilot project to treat water. In addition, local GSAs are tracking and engaging in the regulatory public process. CVWD has provided input to SWRCB, for example, during the SWRCB workshop on the chromium-6 MCL Estimate of Costs (CVWD, 2020).

#### 8.2.5 Uranium

Uranium has a MCL of 20 picocuries per liter (pCi/L), or about 30  $\mu\text{g/L}$ . It was identified in the *2010 CVWMP Update* as an emerging issue, reflecting insufficient information at the time regarding potential sources to the Indio Subbasin. However, data now available indicate local geologic sources including bedrock formations to the west and east of the northern Subbasin (see Chapter 4, *Current and Historical Groundwater Conditions*). DWA has identified high concentrations of uranium as a potential constraint on groundwater supply (DWA, 2016). DWA has sustained the good quality of its delivered water by intermittently ceasing the operation of wells affected by high uranium concentrations. The GSAs monitor for uranium in both groundwater and Colorado River sources used for recharge; all four GSAs provide drinking water supplies that meet the state and federal standards.



### 8.2.6 Nitrate

Nitrate has a MCL of 45 mg/L, measured as nitrate. This is equivalent to 10 mg/L measured as nitrogen. It was identified in the *2010 CVWMP Update* as a nitrogen compound that is both a nutrient for plants and a human health issue. The sources and occurrence of nitrate are documented in Chapter 4, *Current and Historical Groundwater Conditions*, while nitrate occurrences in small water systems are summarized in Section 8.4, Small Water Systems, along with CVWD's ECVWSP, which addresses the issue. Drinking water supplied by the GSAs meets drinking water standards, as documented in their annual water quality consumer confidence reports (available on their respective websites). As a nutrient, nitrate will be addressed in the SNMP update now underway (see Chapter 8, *Regulatory and Policy Issues*).

### 8.2.7 PFAS

Emerging contaminants are chemicals that have not been previously monitored or detected but pose a risk to human health (USEPA 2019). PFAS are a group of emerging contaminants that may pose a danger to reproductive, developmental, immunological, and renal health in humans. Perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA) are the two most common forms of PFAS. Currently, California has a drinking water response level of 10 parts per trillion (ppt) for PFOA and 40 ppt for PFOS, based on a running four-quarter average. The EPA Lifetime Health Advisory recommendation is that combined PFOS and PFOA should not be greater than 70 ppt. PFAS have been used in products including firefighting foams, nonstick cookware, and stain- and water-repellent fabrics for many decades. PFAS contamination of groundwater often occurs near firefighting training facilities, wastewater discharge facilities, or landfills.

The SWRCB has undertaken PFAS monitoring throughout the state, measuring PFAS concentrations in groundwater and identifying point sources of PFAS contamination (SWRCB, 2020). An order by the SWRCB in April 2019 required all water systems near landfills or airports to monitor and report PFAS concentrations for four consecutive quarters. In the Indio Subbasin, selected wells are monitored quarterly for PFAS, including wells near Palm Springs and Cathedral City, and west of Desert Shores. One monitoring well at a landfill site in Cathedral City measured 14 ppt PFOA, but a nearby monitoring well did not detect any PFOA (GAMA GeoTracker). No other concentrations have exceeded the California Response Levels or EPA Lifetime Health Advisory.

Due to the emerging nature of PFAS, federal and state guidelines are subject to change. The US EPA may set PFAS standards for drinking water and wastewater discharge. As additional data about the health effects of PFAS become available, the SWRCB DDW may establish notification levels for additional PFAS chemicals. Water systems in Indio Subbasin will continue to comply with monitoring and reporting requirements.

## 8.3 Salton Sea Restoration

The Salton Sea, a saline lake at the eastern end of Coachella Valley, is located along the Pacific Flyway migratory bird route and serves as important habitat for over 400 bird species including endangered and threatened species (U.S. Fish and Wildlife Service, 2020). Once known for its sport fishery and recreational uses, the Salton Sea has shrunk in size and deteriorated in water quality, leading to loss of the fishery and in recent years, mass die-offs of birds and fish, raising concerns about these beneficial uses.

The primary source of inflow for the Salton Sea is agricultural drainage from the Imperial and Coachella valleys plus inflow from the New River, Alamo River, and Coachella Valley Stormwater Channel. The Salton Sea does not have a natural outlet, so evaporation is the sole outflow, and any influent salts are

concentrated. Moreover, the sea has reduced in volume, leading to more concentration. Consequently, salinity levels have increased over the past several decades. Salinity levels reported in 2020 were greater than 69,000 mg/L, two times greater than the salinity of ocean water (California Natural Resources Agency, 2020). High concentrations of phosphorus and nitrogen compounds in the Salton Sea can also lead to eutrophication. With its current trajectory, the Salton Sea could become hypersaline with elimination of fish that serve as an important food source for migratory birds (Salton Sea Authority, 2016). Decreased inflows over the past several decades have caused the Salton Sea's surface elevation and area to decline, which has exposed more of the playa lakebed. The increasingly exposed playa generates dust that degrades air quality.

Indio Subbasin groundwater is connected to the Salton Sea, with potential for groundwater outflow to the sea and seawater inflow from the sea. The latter represents seawater intrusion, a significant source of potential groundwater quality degradation. The occurrence of outflows/inflows depends on respective groundwater and Salton Sea elevations, which can change through time and vary with location. Salton Sea levels and quality are tracked by USGS, while local groundwater levels and salinity also are monitored regularly (see Chapter 4, *Current and Historical Groundwater Conditions*). The potential for seawater intrusion into Subbasin aquifers has diminished as Subbasin groundwater levels have increased and as the Salton Sea levels have declined and the sea has retreated. As discussed in Chapter 7, *Numerical Model and Plan Scenarios*, on simulated Salton Sea flows, numerical modeling indicates that groundwater outflow to the sea has exceeded inflow from the sea since 2015. Seawater intrusion is also discussed in Chapter 9, *Sustainable Management*, in terms of sustainable management as part of this *Alternative Plan Update*.

Due to its ecological importance and changing condition, legislation has been passed on the State and Federal level to support Salton Sea restoration and in-depth studies have been conducted about the Sea. A recent State initiative is the Salton Sea Task Force, created in 2015, which directs state agencies to create a management plan for ecological restoration (California Natural Resources Agency, 2020). In 2016, a Memorandum of Understanding (MOU) was signed between the U.S. Department of the Interior and the California Natural Resources Agency to affirm that the State will take the lead role in Salton Sea management and facilitate coordination for the *Salton Sea Management Plan* (SSMP). The State's SSMP team (including the California Natural Resources Agency, Department of Fish and Wildlife, and DWR) developed a 10-Year Plan identifying a sequence of dust control and fish and wildlife habitat projects around the Salton Sea.

The Salton Sea Authority (founded in 1993 as a Joint Powers Authority) has been working with the State of California to oversee ecological restoration. CVWD is a stakeholder, along with Riverside and Imperial counties, IID, and Torres Martinez Desert Cahuilla Indians. In 2016, the Authority released a *Funding and Financial Feasibility Action Plan* which sets the foundation for the SSMP. This plan included evaluation of previously proposed restoration alternatives for the Sea, water import alternatives, and alternatives that account for water supply limitations (including the Perimeter Lake concept of establishing a lake around a saline central lake within the current Salton Sea footprint). A North Lake Demonstration Project, involving a 160-acre lake near the community of North Shore, was initiated with DWR grant funding in April 2021 with construction to start in 2022.

As of spring 2021, the SSMP has released an updated draft 10-Year Plan, initiated environmental planning for National Environmental Policy Act (NEPA) compliance, and launched long-term planning with public engagement and an independent review of options for long-term restoration, including water

importation. This long-range plan will also include a Watershed Management Plan component. A watershed management plan will have ramifications for Indio Subbasin water management, including plans for increased water recycling, desalination, and water conservation that could decrease flows into the Salton Sea from drains or the groundwater basin.

#### **8.4 Small Water Systems**

On February 16, 2016, the SWRCB recognized the human right to water as a core value under Resolution No. 2016-0010, stating that “every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.” Small water systems (SWSs), often serving disadvantaged communities (DACs), may face challenges in providing safe, accessible, and affordable water because they may not have adequate resources to support maintenance, operation, and treatment costs.

SWSs serving DACs are primarily located in rural portions of the East Valley. These SWSs are independent from GSA water systems and depend on local private wells for drinking water supply. In 2017, CVWD estimated that about 10,000 Coachella Valley residents relied on private wells for drinking water (Rumer, Desert Sun, 2017). A recent assessment conducted for this Update used the GAMA data viewer and DDW system information to identify 101 small water systems with 2,772 connections (see also Chapter 2, *Plan Area*). Most of these SWSs are located within the CVWD service area. Systems marked as inactive were excluded. These water systems include both transient (e.g., campgrounds) and non-transient (e.g., schools, office buildings) non-community systems as well as community water systems, many of which in the Plan Area are mobile home parks. Most of the small systems have only one active well. To ensure safe groundwater quality and a reliable supply to these SWSs in its jurisdiction, CVWD initiated a program to connect them to CVWD’s system on a priority basis.

##### **8.4.1 Groundwater Supply Issues**

Groundwater supply to small water systems in Indio Subbasin may face supply challenges related to system reliability, aging infrastructure, lack of funding and expertise for maintenance and operation, and population growth. Water systems with only one or two wells are more vulnerable to a water outage than a larger system. However, groundwater conditions in the Indio Subbasin show recovery of historical groundwater lows, so it is unlikely that wells will be vulnerable to going dry from lowering water levels. Additionally, most small water system wells with known depths are 400 feet or deeper.

##### **8.4.2 Groundwater Quality Issues**

SWSs often do not have the infrastructure to remove contaminants from groundwater. Elevated concentrations of several contaminants have been identified in SWSs. While some SWSs have not reported groundwater quality test results for trace contaminants to DDW in the past 10 years, a total of 76 out of the 101 identified systems reported at least one water quality measurement since 2010.

Many SWSs are vulnerable to naturally-occurring contaminants like arsenic, fluoride, and chromium-6 (see Chapter 4, *Current and Historical Groundwater Conditions*, for information on groundwater quality in Indio Subbasin). For arsenic and chromium-6, chronic exposure to trace concentrations is harmful to human health, and water treatment to remove trace contaminant concentrations is not possible for most small water systems. In brief, 59 wells from 48 SWSs have reported arsenic concentrations since 2010. Of these, 12 systems reported at least one well with a maximum arsenic concentration greater than the 10 µg/L MCL, and at least 50 percent of arsenic measurements from 2010-2020 had concentrations higher

than the MCL for wells in 11 water systems. For fluoride, a total of 65 wells from 54 SWSs reported fluoride data since 2010, and wells from 13 SWSs have reported fluoride concentrations greater than the 2 mg/L MCL. At least 50 percent of measurements had fluoride levels exceeding 2 mg/L in wells from 9 water systems. Chromium-6 was measured in 30 wells from 25 water systems. Chromium-6 concentrations were >10 µg/L in 10 wells from 9 water systems, but the maximum result recorded in SWSs was 21 µg/L.

High nitrate and TDS concentrations are more prevalent in raw water from SWSs than in untreated groundwater from larger water systems because the wells are more likely to be shallow. Two SWSs measured TDS concentrations between 500 and 1,000 mg/L. No SWSs recorded TDS concentrations greater than 1,000 mg/L.

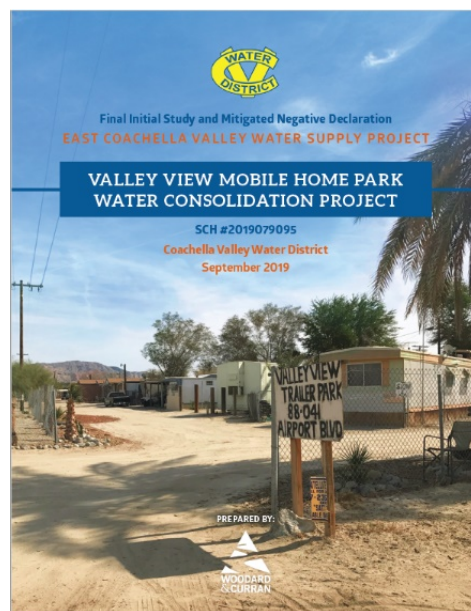
Nitrate (as N<sup>2</sup>) was measured in 85 wells from 72 SWSs. Nitrate concentrations were higher than the 45 mg/L MCL in 5 wells from 5 SWSs. The maximum nitrate concentration measured since 2010 was 97.46 mg/L nitrate as nitrate (reported as 22 mg/L nitrate as N).

### 8.4.3 Small Water System Consolidations

In response to these water supply issues, the GSAs with multiple small water systems within their respective jurisdictions have completed and continue to work on consolidating communities that currently are not connected to a municipal water system and do not have a reliable water supply source.

CVWD initiated the East Coachella Valley Water Supply Project (ECVWSP) (CVWD, 2018) that assessed the cost and feasibility of connecting 83 small water systems in DACs. The connections were grouped into 43 projects. The timing of connection largely depends on funding availability, with priority given to projects based on cost, permit status, critical need, and the number of systems that can be consolidated through a single project. CVWD's small water system consolidation and infrastructure is overseen by CVWD's DAC Infrastructure Task Force.

Other consolidations include CWA's Shady Lane Water Connection Project to connect the severely disadvantaged mobile home community to the CWA municipal water system. In addition, IWA is consolidating two small mutual water systems in the City of Indio that serve DACs (Boe Bel Heights Mutual Water Association and the Waller Tract Mutual Water Association)



*The East Coachella Valley Water Supply Project prioritized small water system consolidations in the East Valley.*

<sup>2</sup> The MCL is 10 mg/L for nitrate when measured as nitrogen. All nitrate as nitrogen concentrations were converted to nitrate as nitrate for this groundwater quality assessment.

## 8.5 Climate Change

Climate change has the potential to affect the availability of imported water supply from the Colorado River and SWP and to affect local water supply and water demand in the Plan Area. Since the *2010 CVWMP Update*, substantial climate modeling has yielded quantitative projections of climate change (including temperature increases and changes in precipitation on a regional scale) that are useful to water managers. The State of California has directed considerable effort toward assessing climate change and incorporating it into planning processes such as the Urban Water Management Plan (UWMP), Integrated Regional Water Management IRWM Plan, and SGMA planning processes.

Since 2010, Indio Subbasin water agencies have included climate change in their respective UWMPs. In addition, the *2018 Coachella Valley IRWM & Stormwater Resource Plan Update* (CVRWMG, 2018) includes extensive discussion of the climate change legislative and policy context, effect of climate change on water supply and demand, and climate change mitigation and adaptation. While the focus of this section is climate change impacts on water supply and demand, it is also recognized that climate change will affect related issues such as stormwater and flood risk, surface water quality, and water-related environments.

As part of this *Alternative Plan Update*, water supply reliability of Colorado River and SWP Exchange water (including climate change effects) is discussed in Chapter 6, *Water Supply*, and a numerical modeling scenario addressing climate change is described in Chapter 7, *Numerical Model and Plan Scenarios*.

The following sections provide brief updates on climate change effects relative to the Colorado River, SWP, and local water supply and demand. Recycled water supply is highly reliable and less affected by climate change.

### 8.5.1 Colorado River Basin

The *2010 CVWMP Update* summarized DWR and USBR studies available at the time, which provided mostly qualitative discussions of climate change impacts, including: a decrease in annual flow and increased variability (e.g., more frequent and more severe droughts), an increase in evaporative losses and reduced runoff, and earlier snowmelt and a greater proportion of runoff due to rainfall. Given the substantial reservoir storage in the Colorado River Basin relative to annual runoff, a change in the timing of annual runoff was not considered a significant effect. The *2010 CVWMP Update* noted that the Plan Area is protected by California's first priority to Colorado River supply in the lower basin and CVWD's high priority among California users of Colorado River supply. Consequently, no reduction in CVWD's Colorado River supplies was projected at the time.

In 2012, USBR released the *2012 Colorado River Basin Water Supply and Demand Study* (Basin Study; USBR 2012). The *Basin Study* evaluated Colorado River Basin water supply and demand projections (with specific attention to projected climate change through 2060) and evaluated strategies to meet the supply and demand gap. The Basin Study indicated that climate change will reduce system runoff from the Colorado River primarily because of warming and loss of snowpack. Over the next 50 years, Upper Colorado River streamflow is projected to decrease by approximately 9 percent, along with a projected increase in both drought frequency and duration as compared to the observed historical record. Droughts lasting 5 or more years are projected to occur 50 percent of the time over the next 50 years.

In 2019, in response to historical drought and low storage levels in Lakes Powell and Mead, federal legislators passed the Colorado River Drought Contingency Plan Authorization Act, which implements two Drought Contingency Plans, one each for the upper and lower basins (also see Chapter 6, *Water Supply*).

The *Upper Basin DCP* involves management of upper basin reservoirs, water demand management, and weather modification to augment precipitation. The *Lower Basin DCP* sets rules for scaling back water use based on Lake Mead storage conditions. Each of the lower basin states (and California contractors including CVWD) made storage commitments to keep Lake Mead above critically low levels.

Since the *Basin Study*, USBR has not updated their long-term projections for future conditions of the Colorado River system under climate change. This is due in part to the fact that the *Interim Guidelines* and *Lower Basin DCP* only extend through 2026. However, USBR has released interim guidelines for lower basin shortages, which have been conservatively used in this *Alternative Plan Update's* scenario of anticipated reductions in Colorado River supplies due to climate change.

### 8.5.2 State Water Project

The *2010 CVWMP Update* summarized DWR analyses based on various global climate models that predicted a warming trend for California, a reduction in exports from the Sacramento-San Joaquin Delta, a decrease in reservoir carryover storage, and a change in the timing of Sierra Nevada runoff due to snowpack changes. All of these were considered to reduce SWP reliability.

The *2018 IRWM & Storm Water Resources Plan Update (IRWM Plan)* presents extensive discussion of the effect of climate change on SWP water supplies, noting the water delivered to State water contractors will depend on the amount of rainfall, snowpack, runoff, water storage, pumping capacity from the Delta, and water demand. Temperature increases are expected to modify rainfall and runoff, which may in turn affect SWP operations. As indicated in the *IRWM Plan*, changes in the regional and seasonal distribution of precipitation and effects on Sierran snowpack are most problematic; increased temperatures may reduce the snowpack at a faster rate, thereby releasing snowmelt water earlier and faster than anticipated and thereby reducing capabilities to capture and store runoff. Water demands in and near the water source could increase, diminishing water availability and reliability to SWP contractors downstream. The reliability of SWP water supply is expected to be reduced for the range of future climate projections studied.

Notably for SGMA planning, in July 2018 DWR published its Guidance Document, *Guidance for Climate Change Data Use During Groundwater Sustainability Plan Development* (DWR, 2018). This document provides GSAs with information regarding DWR climate change datasets and related tools as technical assistance to develop projected water budgets. DWR provides four projected climate conditions and desktop tools that can be used by GSAs to process the climate change datasets for their water budget studies or to incorporate into a groundwater/surface water model.

As described in Chapter 7, *Numerical Model and Plan Scenarios*, climate change effects on SWP supply have been evaluated accounting for the recent history of SWP allocations (including drought periods). Climate change (including effects not only on SWP but also Colorado River supplies) is addressed in four projected scenarios for numerical modeling with comparison to a baseline scenario.

### 8.5.3 Plan Area Supplies and Demands

Projected water demands are described in detail in Chapter 5, *Demand Projections*, while Chapter 6, *Water Supply*, describes available and future water supplies including climate change. DWR's *2018 Guidance Document* (DWR, 2018) provides some summary information on projected climate changes for the Colorado River hydrologic region in California (including Indio Subbasin). Average temperature increases are 2.6 and 5.7 degrees Fahrenheit for 2030 and 2070, respectively, and average precipitation

changes are decreases of 1.3 percent and 2.9 percent, respectively, for 2030 and 2070 (DWR, 2018, Figures A-13 and A-14).

Increased temperatures in the Plan Area would increase water demands for crop and landscape irrigation, municipal water use, and evaporative losses from canals and open reservoirs. Increasing temperatures could also change the distribution and form of precipitation from snow at higher elevations to rain, shifting the timing of runoff earlier in the year. Decreased precipitation would result in decreased runoff and availability of local surface water for diversion. In addition, climate change may result in greater seasonal and annual variability of local precipitation, including higher peak stormwater events that strain the capacity of diversion and recharge facilities. As described in Chapter 7, *Numerical Model and Plan Scenarios*, potential climate change effects on local surface water hydrology have been assessed using local, recent hydrologic and drought data the numerical groundwater flow model.

Climate change could also lead to shifts in population, industry, and agriculture, which would in turn affect water demands.

## 8.6 State Water Conservation

In 2009, the State Legislature enacted Senate Bill X7-7 (SBX7-7), the Water Conservation Act of 2009, which requires water suppliers to increase their water use efficiency. The legislation amended the water code and laid out actions to be conducted by DWR to implement the law, including collaboration with urban and agricultural stakeholders, development of methodologies for measuring and reporting water uses, development of urban water conservation targets, preparation of guidebooks, and development of grant and loan funding criteria as incentives for water conservation. The purpose of the law has been to encourage both urban and agricultural water providers to implement conservation strategies, monitor water usage, and report data to DWR. Implementation of water conservation by urban water suppliers has been reported primarily through UWMPs and by agricultural water suppliers through Agricultural Water Management Plans (AWMPs).

In passing this law—which was identified in the *2010 CVWMP Update* for close tracking—California was the first state to adopt urban water use efficiency targets, namely a 20 percent reduction in urban per capita water use by 2020. All four GSAs submitted UWMPs in 2010 and 2015 in compliance with the Urban Water Management Planning Act. For the 2020 UWMP, six water suppliers (CVWD, Coachella Water Authority, DWA, IWA, Mission Springs Water District, and Myoma Dunes Mutual Water Company) collaborated to prepare a Regional UWMP (Water Systems Consulting, 2021). As documented in the Regional UWMP, all six suppliers achieved and in fact exceeded the per capita water use reduction of 20 percent by 2020.

With regard to AWMPs, CVWD has an agricultural conservation program in the *2010 CVWMP Update*. CVWD has a long history of agricultural water conservation programs. As a signatory to the QSA, CVWD is currently exempt from the portion of SBx7-7 that requires agricultural water suppliers to develop an agricultural water management plan and implement efficient water management practices. Under the QSA, CVWD implemented an Extra-ordinary Conservation Program including scientific irrigation scheduling, salinity management, salinity field mapping, conversion of irrigation systems to micro-irrigation, distribution uniformity evaluations, grower training and meetings and engineering evaluations.

Subsequently in 2018, the California Legislature enacted Assembly Bill 1668 and Senate Bill 606, which together lay out a new long-term water conservation framework that affects both urban and agricultural water providers. Four primary goals for the framework are to:

- Use water more wisely,
- Eliminate water waste,
- Strengthen local drought resilience, and
- Improve agricultural water use efficiency and drought planning.

DWR and SWRCB developed a “Primer” or handbook that summarizes the 2018 Water Conservation Legislation. Entitled *Making Water Conservation a California Way of Life – Primer of 2018 Legislation on Water Conservation and Drought Planning, Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)*, the Primer outlines the key authorities, requirements, timeline, roles, and responsibilities of State agencies, water suppliers, and other entities during implementation of actions described in the 2018 legislation. To plan, develop and implement the new framework, DWR and the SWRCB are working in collaboration with stakeholders to develop new standards for:

- Indoor residential water use,
- Outdoor residential water use,
- Commercial, industrial, and institutional (CII) water uses for landscape irrigation with dedicated meters, and
- Water loss.

CVWD and DWA have been actively engaged in the stakeholder workgroups helping to develop the methodologies and procedures for the regulations. Specifically, CVWD has been a participant in two variance studies addressing indoor use and seasonal residential population and DWA has been a pilot agency for Landscape Aerial Measurements.

With the new law, urban water suppliers will be required to stay within annual water budgets for their service areas, based on these standards. In addition, water suppliers will need to report on implementation of new performance measures for CII water use. The legislation also made important changes to existing urban and agricultural water management planning, with enhanced drought preparedness and water shortage contingency planning for urban water suppliers, small water systems and rural communities.

Urban water conservation is being enhanced by local agencies to provide water supplies efficiently and to prepare for water shortages, including drought. While providing these important benefits, it also is recognized that water conservation has broader water management implications including reduction of wastewater flows, decreased availability of recycled water, and potential increases in wastewater salinity.

## 8.7 Subsidence

Land subsidence is documented in Chapter 4, *Current and Historical Groundwater Conditions*. Subsidence was discussed in the *2010 CVWMP Update* as an emerging issue, having been recognized in the 1990s as occurring with increased pumping in the East Valley since the 1970s. In 1996, the USGS in cooperation with CVWD established a geodetic network of ground surface monuments to monitor elevation changes. Results of the monitoring program published in 2007 (Sneed and Brandt, 2007) documented the occurrence of subsidence—and some uplift—and indicated causes as including tectonic activity and groundwater pumping and associated groundwater level declines.

CVWD and USGS have continued the monitoring and analysis program. As documented in a 2020 USGS Scientific Investigations Report (Sneed, et al., 2020) and summarized in Chapter 4, *Current and Historical Groundwater Conditions*, as much as 2 feet of subsidence occurred in the Indio Subbasin from 1995 to



2010. Since 2010, groundwater levels have stabilized or partially recovered in response to the implementation of source substitution, conservation, and groundwater replenishment programs included in the *2010 CVWMP Update*. Elsewhere, up to 1 inch of uplift has been measured since 2011 in the Palm Springs area, corresponding to higher groundwater levels in response to upgradient WWR-GRF recharge. In the Thermal area, the ground surface has also rebounded about 2 inches over the past 10 years, returning to elevations observed in 2001. Land subsidence stopped in many areas and even rebounded.

Sustainable management criteria for subsidence are discussed in Chapter 9, *Sustainable Management*, continued monitoring of groundwater levels and subsidence is discussed in Chapter 10, *Monitoring Program*, and relevant projects and management actions are presented in Chapter 11, *Projects and Management Actions*.

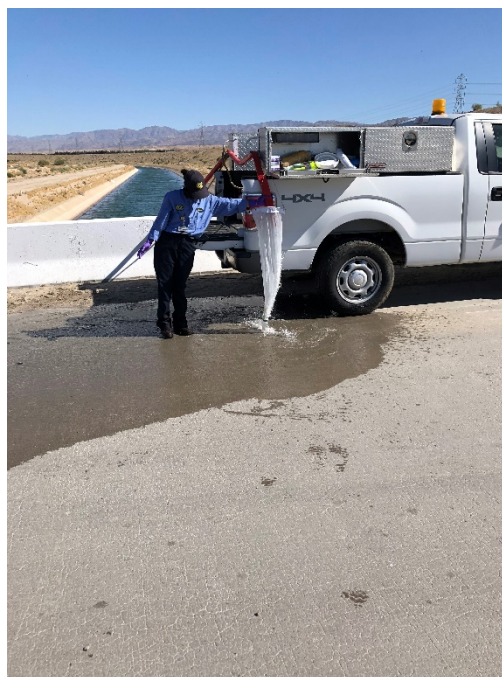
## 8.8 Other Issues

### 8.8.1 Invasive Species

The *2010 CVWMP Update* identified an invasive species, Quagga Mussels, which have been found in the Colorado River System and pose a threat of infestation to canal and channel facilities. CVWD has successfully prevented infestation through chlorination and maintenance of turbulence in its conveyance system. Monitoring continues to detect and address any problems.

### 8.8.2 Seismic Response

Seismic response was included in the *2010 CVWMP Update*, which summarized the probability of a magnitude 6.7 or greater earthquake in California as greater than 99 percent, as presented in a 2008 USGS study (USGS Fact Sheet 2008-3027). With the occurrence of earthquakes since 2008, USGS has continued refinement of its earthquake forecast model for California. As summarized in its USGS Fact Sheet 2015-3009, the near-certainty of a large event has not changed. However, the likelihood of moderate-sized earthquakes (magnitude 6.5 to 7.5) is lower, whereas that of larger events is higher because of the inclusion of multi-fault ruptures.



*CVWD monitors for Quagga Mussels in the Coachella Canal and Lake Cahuilla.*

The *2010 CVWMP Update* summarized the CVWD Emergency Response Plan and the disaster/emergency preparedness plans of DWA, City of Coachella, and City of Indio. The federal *America's Water Infrastructure Act of 2018* requires that community (drinking) water systems serving more than 3,300 people develop or update risk assessments and Emergency Response Plans (ERPs) with regular 5-year updates and recertifications.

Recognizing the consequences for water systems, DWR is conducting seismic upgrade projects on its own facilities and has strengthened requirements for local water agencies. For example, upcoming 2020 UWMPs are required to identify potential catastrophic water shortages and appropriate response actions. New 2020 requirements include a seismic risk assessment and mitigation plan for water system facilities.

## CHAPTER 9: SUSTAINABLE MANAGEMENT

As described in Chapter 1, *Introduction*, in 2016 the Indio Subbasin Groundwater Sustainability Agencies (GSAs) submitted an Alternative Plan to DWR (approved in July 2019) that presented the ongoing management of the Indio Subbasin. The Alternative Plan included discussion of goals and objectives, groundwater conditions, emerging issues, water supply and demand, and projects and management actions, among other topics. The Alternative Plan has continued to guide water management in the Indio Subbasin as demonstrated in the annual reports and in this *Alternative Plan Update*.

The California Department of Water Resources (DWR) approved the Alternative Plan as functionally equivalent to a Groundwater Sustainability Plan (GSP) and provided recommendations to the GSAs in its *Alternative Assessment Staff Report* (DWR, 2019). This chapter discusses sustainability consistent with the groundwater management objectives of the GSAs and—recognizing the benefits of the Sustainable Groundwater Management Act (SGMA) approach in defining terms, establishing procedures, and setting objective metrics for sustainability—is responsive to the specific DWR recommendations that address sustainability and DWR’s ongoing evaluation.

### 9.1 Sustainability Indicators and Criteria

SGMA provides a consistent, state-wide definition of sustainable management as the use and management of groundwater in a manner that can be maintained without causing *undesirable results*, which are defined as significant and unreasonable effects caused by groundwater conditions occurring throughout a basin:

- Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply
- Significant and unreasonable reduction of groundwater storage
- Significant and unreasonable seawater intrusion
- Significant and unreasonable land subsidence that substantially interferes with surface land uses
- Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies
- Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water

The above indicators provide a framework for addressing the multi-faceted and complex nature of sustainability. SGMA also provides the following criteria for quantitative measures that support demonstration of sustainability:

- **Minimum Threshold (MT<sup>1</sup>)** – numeric value used to define undesirable results for each sustainability indicator
- **Measurable Objective (MO)** – specific, quantifiable goal to track the performance of sustainable management

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<sup>1</sup> The abbreviations for Minimum Threshold (MT) and Measurable Objective (MO) are provided because these terms are used often; however, the full unabbreviated term is used when helpful for clarity or when included in a quotation.

- **Interim Milestone** – target value representing measurable groundwater conditions, in increments of 5 years

While providing consistent definitions and criteria, SGMA allows multiple pathways to meet the local needs of each basin. These include not only development of each of these sustainable management criteria, but also use of the groundwater level sustainability indicator as a proxy, identification of additional indicators as decided by local GSAs for a basin, and identification of indicators that are not applicable to the basin. Moreover, it is understood that continued data collection and an improved understanding of basin conditions in the future may lead to changes in the sustainable management criteria through adaptive management.

Sustainability is discussed here with reference to the sustainability goal and objectives that have been defined for water resources management of the Coachella Valley overall and for the Indio Subbasin specifically. Sustainability indicators are presented in the context of management through the Alternative Plan—which is the approved functional equivalent of a GSP—and the Recommended Actions provided by DWR in its *Alternative Assessment Staff Report* (Staff Report) (DWR, 2019) (see Chapter 1, *Introduction*).

## 9.2 Sustainability Goal and Approach

The *2002 Coachella Valley Water Management Plan (2002 CVWMP)* (Coachella Valley Water District [CVWD], 2002) and the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (CVWD, 2012) developed an overarching goal for the Valley “to reliably meet current and future water demands in a cost-effective and sustainable manner.” This *Alternative Plan Update* continues to be guided by this overall goal, which extends beyond groundwater sustainability to include all available water supplies for Indio Subbasin and water demand management as integral to an overall balance of water supply and demand.

The *2010 CVWMP Update* also identified six objectives, which continue to guide this Alternative Plan. In addition, a seventh objective has been developed to address climate change and drought. The updated objectives are as follows:

- Meet current and future municipal water demands with a 10 percent supply buffer
- Avoid chronic groundwater overdraft
- Manage and protect water quality
- Collaborate with tribes, state and federal agencies on shared objectives
- Manage future costs
- Minimize adverse environmental impacts
- Reduce vulnerability to climate change and drought impacts

These goals and objectives extend beyond groundwater resources and thus, for this *Alternative Plan Update*, a sustainability goal was developed specifically for groundwater sustainability. It is nested under the broader plan goals. The sustainability goal included here supports, rather than supersedes, the plan goals, and provides a qualitative description of the objectives and desired conditions of the Indio Subbasin:

*To maintain a locally managed, economically viable, sustainable groundwater resource for existing and future beneficial uses in the Indio Subbasin by managing groundwater to avoid the occurrence of undesirable results.*

The sustainability goal has been defined in light of information developed in this *Alternative Plan Update*. This information includes the basin setting (Plan Area, Hydrogeologic Conceptual Model, Groundwater Conditions, and Water Budget), discussion of sustainability indicators in this chapter, and the description of planned projects and management actions to ensure that the sustainability goal is achieved and maintained (see Chapter 10, *Monitoring Program*; Chapter 11, *Projects and Management Actions*; and Chapter 12, *Plan Evaluation and Implementation*).

This *Alternative Plan Update* incorporates a comprehensive approach to local groundwater management. While acknowledged as functionally equivalent to a GSP, it also utilizes sustainability indicators and criteria as needed. This Alternative Plan is also responsive to the DWR Staff Report Recommended Actions, which are recognized as supporting DWR in its evaluation of Alternative Plan implementation. As indicated in Chapter 1, *Introduction*, the *DWR Alternative Assessment Staff Report* provided Recommended Actions 1 through 7, which are reproduced below and addressed in this chapter (and elsewhere in the Update as appropriate). The DWR Staff Recommended Actions included:

- **Recommended Action 1.** Staff recommend that the Agencies [GSAs] incorporate the information and management activities in the Garnet Hill area from the *Mission Creek/Garnet Hill Water Management Plan* (Garnet Hill WMP, 2013) into the Alternative for the Indio Subbasin.
- **Recommended Action 2.** Staff recommend that the Agencies describe whether the 2005 groundwater levels can be used as a threshold for land subsidence in the East Valley and the Indio Subbasin generally; determine whether those groundwater levels could also be used as a threshold for other sustainability indicators, such as declining groundwater levels and groundwater storage. If it is determined that the 2005 groundwater levels are not appropriate thresholds or a proxy for thresholds, then the Agencies should provide other quantitative thresholds for groundwater levels, groundwater in storage, and subsidence, and for other sustainability indicators, such as declining groundwater levels and groundwater storage. If not appropriate, provide other quantitative thresholds for groundwater levels, groundwater in storage, and subsidence.
- **Recommended Action 3.** Staff recommend that the Agencies provide maps showing the areas affected by the primary water quality constituents of concern, which include, at a minimum, fluoride, arsenic, hexavalent chromium (chromium-6), and dibromochloropropane (DBCP). DWR indicated that the wells known to be affected by these constituents should be shown on a map.
- **Recommended Action 4.** Staff recommend that the Agencies incorporate an approved Salt and Nutrient Management Plan (SNMP) into future iterations of the Alternative.
- **Recommended Action 4a.** Staff recommend that the Agencies continue efforts to study the rate and level of increased salt contents in groundwater due to the importation of Colorado River water.
- **Recommended Action 5.** Staff recommend that the Agencies provide the modeled groundwater elevation that minimizes the risk of saltwater intrusion and discuss how the recent groundwater levels near the Salton Sea referenced in the Alternative compare to the modeled elevation. The Alternative should discuss why the water balance includes inflow from the Salton Sea to the Indio Subbasin and should correlate that inflow with recent groundwater levels and the groundwater model.

- **Recommended Action 6.** Staff recommend that the Agencies clarify whether there is a minimum threshold associated with the amount of flow in the subsurface drains, below which significant and unreasonable undesirable results would occur, and what that quantified minimum threshold is, if applicable, and the implementation horizon for when the goal for the amount of subsurface flow will be achieved, so as to avoid undesirable results.
- **Recommended Action 7.** Staff recommend that the Agencies provide an identification of groundwater-dependent ecosystems in the Subbasin.

Recommended Action 1, to incorporate information and management activities for the Garnet Hill Subarea, is addressed throughout this *Alternative Plan Update*. As summarized in Chapter 2, *Plan Area*, and described in Chapter 3, *Hydrogeologic Conceptual Model*, and Chapter 4, *Current and Historical Groundwater Conditions*, the Garnet Hill Subarea is included in the Indio Subbasin. Management of the Garnet Hill Subarea has been coordinated through the *Mission Creek/Garnet Hill Water Management Plan* (MC/GH WMP, 2013) developed by CVWD, Desert Water Agency (DWA), and Mission Springs Water District (MSWD) in coordination with the *2010 CVWMP Update*. The Subarea is included in this *Alternative Plan Update* and is also included in the *Mission Creek Subbasin Alternative Plan Update*. Management activities for the Garnet Hill Subarea are incorporated into this *Alternative Plan Update*, for example through numerical modeling and project implementation (see Chapter 7, *Numerical Model and Plan Scenarios* and Chapter 12, *Plan Evaluation and Implementation*).

### 9.3 Quantitative Criteria for Groundwater Levels

Recommended Action 2 in the DWR *Alternative Assessment Staff Report* discusses minimum thresholds for groundwater levels. The Staff Report recommends that the GSAs provide quantitative thresholds and consider groundwater levels as a proxy for other sustainability indicators including storage and subsidence.

Quantitative minimum thresholds for groundwater levels are provided in this section, recognizing that chronic lowering of groundwater levels can indicate significant and unreasonable depletion of supply, causing undesirable results to domestic, agricultural, municipal, and other beneficial uses of groundwater if continued over the planning and implementation horizon. As a clarification, drought-related groundwater level declines are not considered chronic if groundwater recharge and discharge are managed such that groundwater levels recover during non-drought periods.

Declining groundwater levels directly relate to other potential undesirable effects (for example, groundwater storage, land subsidence, interconnected surface water, and seawater intrusion); these are described in subsequent sections. Effects on groundwater users are described here.

Groundwater elevation trends in Indio Subbasin are documented in Chapter 4, *Current and Historical Groundwater Conditions*; hydrographs are presented for 68 wells across the Subbasin. The Indio Subbasin is no longer characterized by overdraft with widespread chronic groundwater level declines. However, the hydrographs (e.g., Figure 4-3 through 4-5) show declines that persisted until the late 2000s, and as shown in Figure 4-9, groundwater in storage in the Indio Subbasin was at its minimum in 2009. The groundwater level declines were halted with the combined effects of groundwater replenishment, source substitution for groundwater (e.g., imported surface water and recycled water), and conservation. Since that time, groundwater levels have risen or at least stabilized throughout the Subbasin.

As noted in the *DWR Staff Report*, the *2010 CVWMP Update* suggested that groundwater levels be maintained above 2005 levels in order to prevent subsidence. However, as discussed in Section 9.5, a 2020 USGS study has provided documentation that subsidence stopped after about 2010. This occurred with stabilizing and rising groundwater levels that followed the historical low groundwater levels and storage in about 2009. As discussed below, historical low groundwater levels were selected as the conceptual basis for meaningful and protective minimum thresholds.

### 9.3.1 Description of Undesirable Results

Chronic groundwater level declines are widely recognized to cause undesirable effects in production wells. Relatively shallow wells are more susceptible than deep wells. Private domestic wells may be relatively shallow and thus susceptible to declining groundwater levels. In addition, a private well may be more susceptible to undesirable results because of well construction or maintenance problems. A private well may also represent the sole source of drinking water supply for one or more households.

The following is a generalized description of the undesirable results associated with chronic groundwater level decline; in other words, what can happen in a production well with declining groundwater levels. As groundwater levels decline in a well, a sequence of increasingly severe undesirable results occurs. These include an increase in pumping costs and a decrease in pump output (e.g., flow in gallons per minute). With further declines, the pump may break suction, which means that the water level in the well has dropped to the level of the pump intake. Well operators can lower the pump inside the well, but this can cost thousands of dollars. Chronically declining water levels will eventually drop below the top of the well screen. This exposes the screen to air, which can produce two adverse effects. In the first, water entering the well at the top of the screen will cascade down the inside of the well, entraining air; this air entrainment can result in cavitation damage to the pump. The other potential adverse effect is accelerated corrosion of the well screen. Corrosion eventually creates a risk of well screen collapse, which would likely render the well unusable. If water levels decline by more than about half of the total thickness of the aquifer (or total length of well screen), water might not be able to flow into the well at the desired rate regardless of the capacity or depth setting of the pump. This might occur where the thickness of basin fill materials is relatively thin. While describing a progression of potential adverse effects, at some point the well no longer fulfills its water supply purpose and is considered to have “gone dry.” For the purposes of this discussion, a well going dry means that the entire screen length (to the bottom of the deepest screen) is unsaturated.

### 9.3.2 Potential Causes and Effects of Undesirable Results

The Indio Subbasin currently is characterized by stable or increasing groundwater levels, but chronic groundwater declines have occurred, most recently until about 2009. No reports are known of wells adversely affected by groundwater levels at that time although other impacts of groundwater level decline (e.g., subsidence or water quality changes) were recognized and addressed. Similarly, groundwater levels typically are affected by drought. Effects on groundwater levels of the most recent drought were variable across the Subbasin and resulted in some decreased groundwater storage from 2012 to 2016, but the GSAs and DWR have received no reports of well problems with groundwater level declines.

Nonetheless, undesirable results of chronic groundwater level declines could potentially occur. Causes of declines could include severe and prolonged drought, climate change (locally and/or in imported water source areas), or long-term imbalance of demand over supply. Water demands may exceed supply if a reduction of imported water supply occurs. Accordingly, the GSAs have defined sustainability criteria as summarized here.



*The GSAs have been working to reverse groundwater overdraft through imported water replenishment.*

Some of the potential causes of groundwater level changes, including declines, are within GSA responsibility; most notably, a GSA is responsible for groundwater basin management without causing undesirable results such as chronic groundwater level declines. SGMA also requires

that a GSA address significant and unreasonable effects caused by groundwater conditions *throughout the basin*. This indicates that a GSA is not solely responsible for local or well-specific problems and furthermore that responsibility is shared with a well owner. A reasonable expectation exists that a well owner would construct, maintain, and operate the well to provide its expected yield over the well's life span, given historical groundwater levels (including droughts) and with some anticipation that neighbors also might construct wells (consistent with land use and well permitting policies).

Groundwater level declines across broad areas of the Indio Subbasin could have deleterious impacts on individual wells and well yields, including the ability of private well owners and small communities to reach groundwater for domestic and drinking water supply. Declining groundwater levels also could have negative effects on other beneficial uses with ramifications for the regional economy: for example, agricultural irrigation and cropping, municipal and golf course cost of supplying water, and property values.

### 9.3.3 Sustainability Criteria for Groundwater Levels

The general approach to defining sustainability criteria is based on recognition of the following: 1) that historical low groundwater levels have occurred relatively recently in the Indio Subbasin and 2) there has been a lack of reported problems. Accordingly, it can be assumed that maintaining groundwater elevations at or above minimum historical values should not cause undesirable results. This has been substantiated by a review of available information on the location and depths of wells serving small water systems, which indicated that historical groundwater low levels were above the shallowest well depths.

This approach is protective of existing production wells and conservative. In fact, it is quite possible that groundwater levels could be locally lower than the historical minimum without resulting in undesirable effects. However, the lack of undesirable results at historical lows is known and relatively certain. A lower level that remains protective is not known unless local wells in the area are fully documented in terms of well construction (e.g., elevation of screen and bottom of well) with assessment of groundwater levels that might cause undesirable results. As described in Section 12.2.7, Monitoring Network Improvements, Plan Implementation includes an expanded well inventory to document the location and construction of existing wells, which will provide a comprehensive basis for such assessment. Ongoing cooperation with

well permitting agencies, including the County of Riverside, will ensure that future wells are constructed with sufficient depth.

Determining the level below which undesirable results can occur is the first step in defining the MT. As described below, additional steps involve selection of representative monitoring wells (Key Wells) to track groundwater levels, review of groundwater levels in each Key Well to identify the MT, consideration of how often and how long groundwater levels can be below the MT without causing undesirable results, and decision of how many wells with levels crossing the MT constitute an undesirable result.

### 9.3.3.1 Selection of Key Wells

Selected Key Wells are shown in Table 9-1 and Figure 9-1. These wells are representative of local groundwater elevation conditions and are appropriate for inclusion in the Key Well groundwater elevation monitoring network (a subset of the overall monitoring program). These wells will be used for well-by-well definition of sustainability criteria (such as undesirable results and minimum thresholds). Future 5-year updates of this Alternative Plan will include review and any needed refinement of this Key Well network.

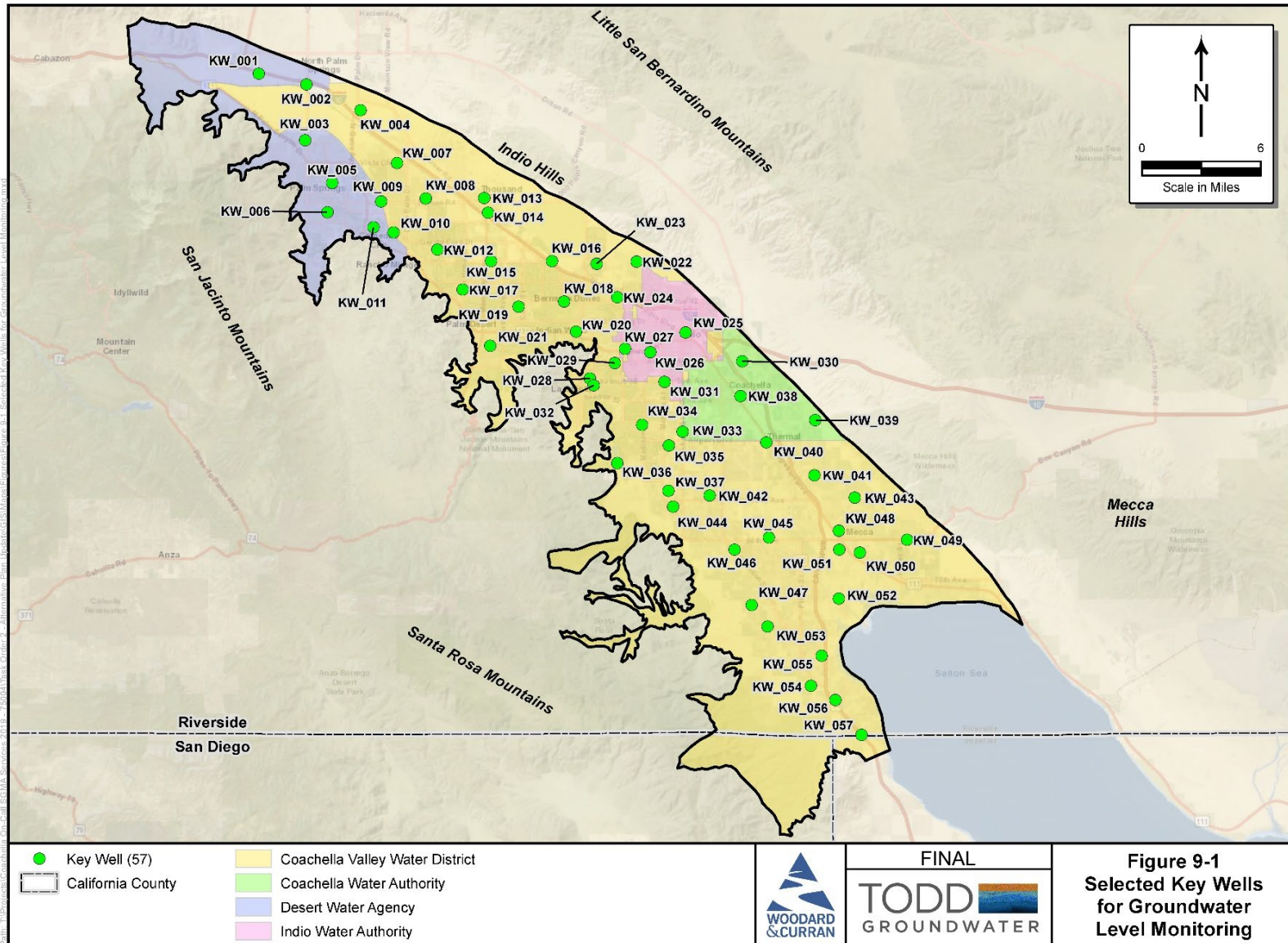
**Table 9-1. Key Well Network for Groundwater Levels**

Key Well Number	SWN	Well Name/Owner	First Year of Record	MT (ft msl)
KW_001	03S04E17K01S	Private	1954	617.0
KW_002	03S04E22A01S	Private	1953	586.4
KW_003	03S04E34R01S	DWA Well 21	1973	242.58
KW_004	03S05E30G01S	Private	1965	379.9
KW_005	04S04E13C01S	DWA Well 23	1975	184.11
KW_006	04S04E24D01S	DWA Well 24	1978	164.27
KW_007	04S05E09B01S	CVWD Well 4562-1	1962	151.4
KW_008	04S05E15R02S	Private	1960	99.0
KW_009	04S05E17Q02S	DWA Well 31	1987	134.49
KW_010	04S05E28F02S	CVWD Well 4519-1	1974	105.4
KW_011	04S05E29F01S	Private	1958	129.3
KW_012	04S05E35G03S	CVWD Well 4503-1	1953	55.1
KW_013	04S06E18R01S	CVWD Well 4623-1	1953	33.7
KW_014	04S06E20M02S	CVWD Well 4628-2	2003	15.4
KW_015	04S06E32N02S	CVWD Well 4611-1	2000	-102.6
KW_016	04S06E35P01S	Private	1985	-45.4
KW_017	05S05E12H02S	CVWD Well 5507-1	1956	4.6
KW_018	05S06E12N01S	CVWD Well 5626-1	1980	-65.1
KW_019	05S06E16A02S	CVWD Well 5620-1	1976	-42.0
KW_020	05S06E24G01S	CVWD Well 5636-1	1965	-86.7
KW_021	05S06E29C01S	CVWD Well 5643-1	1956	-37.0
KW_022	05S07E04A01S	CVWD Well WRP-7 MW-1 Dave Price	1955	-62.6
KW_023	05S07E06B04S	CVWD Well 5720-1	1993	-77.0
KW_024	05S07E08Q01S	Private	1967	-79.4



Key Well Number	SWN	Well Name/Owner	First Year of Record	MT (ft msl)
KW_025	05S07E24M04S	IWA Well 1C	1985	-92.1
KW_026	05S07E27L01S	Private	1965	-142
KW_027	05S07E28E01S	CVWD Well 5701-1	1948	-95.5
KW_028	05S07E31P01S	CVWD Well 5706-1	1978	-107.6
KW_029	05S07E32B01S	CVWD Well 5725-1	2005	-155.2
KW_030	05S08E33D01S	CWA 10	1979	-160.7
KW_031	06S07E02D02S	Private	1985	-157.2
KW_032	06S07E06B01S	CVWD Well 6701-1	1981	-145.4
KW_033	06S07E13M02S	CVWD Well 6781-1	1963	-91.4
KW_034	06S07E16A02S	CVWD Well 6723-1	1987	-172.7
KW_035	06S07E23F01S	Private	1965	-163.2
KW_036	06S07E29B01S	Private	1995	-170.9
KW_037	06S07E35L02S	Private	1988	-176.6
KW_038	06S08E05R02S	CVWD Well 6858-1	1957	-103.4
KW_039	06S08E12Q01S	Private	1991	-132.7
KW_040	06S08E22D02S	CVWD Well 6803-1	1966	-177.1
KW_041	06S08E25Q01S	Private	1979	-188.4
KW_042	06S08E31P01S	Private	1989	-184.8
KW_043	06S09E32Q01S	Private	1966	-176.0
KW_044	07S07E02G02S	Private	1996	-178.2
KW_045	07S08E10P01S	Private	1988	-204.2
KW_046	07S08E17G01S	CVWD Well 7801-1	1972	-197.3
KW_047	07S08E33B01S	Private	1965	-211.4
KW_048	07S09E07J01S	CVWD Well 7993-1	1970	-245.9
KW_049	07S09E14C01S	Private	1992	-180.6
KW_050	07S09E16M03S	Private	1989	-261.5
KW_051	07S09E18H01S	Private	1994	-263.1
KW_052	07S09E30R01S	CVWD Bernadine	1996	-209.1
KW_053	08S08E03L01S	Private	1965	-220.2
KW_054	08S08E24L01S	Private	1939	-257.1
KW_055	08S09E07N03S	CVWD Gracie	2003	-249.6
KW_056	08S09E30A01S	Private	1965	-266.5
KW_057	08S09E33N01S	Private	1952	-262.9

Figure 9-1. Selected Key Wells for Groundwater Level Monitoring



The selection process began with a database of 757 wells that have water level measurements compiled by the GSAs. The selection of Key Wells from this set was based on a quantitative approach that considered wells with long records characteristic of an area and distribution of wells across Indio Subbasin. In brief, all available groundwater elevation data were plotted as hydrographs and well locations were plotted on a basin-scale map. The five criteria include the following:

1. **Available Construction Information** – Wells should have construction information including at least total depth.
2. **Current Monitoring** – Wells need to have been monitored recently to ensure continued access (all selected wells were measured in 2020).
3. **Long Record** – Wells should have a long period of record to reflect changing conditions in the Subbasin. Wells were evaluated with consideration of length of monitoring record and the number of years since 1990 (the beginning year of the *2010 CVWMP Update* model) with consistent monitoring. This period includes overdraft and recovery. Wells were scored based on the number of years with more than two water level monitoring events.
4. **Spatial Distribution** – Wells were prioritized to provide distribution across the Subbasin (evaluated for no more than one well per township range section) and to select at least one well in each GSA jurisdictions. Wells were given a higher ranking if no other monitoring wells were located in the same township range section (TRS) and a lower ranking if there were several wells in the section. Only the highest scoring well in a TRS was selected. If multiple wells had the same score, the well with the longest record was selected. In addition, areas with clusters of wells were identified and only the highest scoring well was selected.
5. **Location near Production Wells** – Wells were rated higher in sections that had more production wells. Conversely, wells were rated lower if few or no pumping wells existed in the TRS. Because the purpose of the MTs is to protect current and future beneficial uses including pumping, the key wells need to reflect pumping locations. However, if a large area of the Subbasin did not have an adequately rated well, the best well in that area is proposed.

Each well was rated (low-0, medium-5, and high-10) for the five criteria as summarized in Table 9-2 below.

**Table 9-2. Criteria for Selection of Key Wells for Groundwater Level Monitoring**

Criteria	Low	Med	High	Field Name
Points	0	5	10	
Construction	N		Y	Well Depth
Current Monitoring	<2017	2018	2019+	Maximum Year
Long Record	<5	5-15	>15	Years with at Least 2 Measurements since 1990
Areal Distribution	>10	5-10	<5	Number of Monitoring Wells in Section
Location near production wells	0	1-4	>5	Number of Production Wells in Section

After all wells with water level monitoring were scored and ranked, the wells were plotted and vetted against additional considerations. These considerations are more qualitative but help refine the selection of higher ranked wells. These considerations include:

- **Small Water Systems** – Wells in and around small community water systems are considered in order to be protective of pumping.
- **GSA represented** – All four of the GSA jurisdiction areas should be represented.
- **All Subareas represented** – insofar as possible at least one well was included per Subarea.
- **Depth of well** – The depth of Key Wells should be representative of the static regional levels. Wells less than 300 feet were not selected unless they were needed for areal distribution or providing a very long and complete record.
- **Location relative to active recharge** – Selection of key wells should not be unduly influenced by Groundwater Replenishment Facilities (GRF). Accordingly, monitoring wells for a GRF or on GRF property were not included. The key wells were selected to monitor regional trends and not local operational effects of these facilities.
- **SNMP** – Wells in the SNMP workplan were considered to provide some overlap of the two programs while recognizing that these are for SNMP objectives.
- **Representative but not redundant** – Hydrographs were visually identified for similar trends in nearby wells to avoid redundancy.

#### 9.3.3.2 Identification of Minimum Threshold

The historical low level represents the conceptual definition of the MT. The MT for each Key Well was based on reviewing its respective hydrograph (from 1990 to 2020) and identifying the historical low groundwater elevation (see hydrographs in Appendix 9-A). These groundwater elevations were designated as MTs. In some cases, the historical low appeared to be a significant outlier and the MT was adjusted. All adjustments were upward, in other words, more protective.

Under current conditions, groundwater levels in all Key Wells are above the MTs and no undesirable results are known to occur. To substantiate this, available information was reviewed on the location and depth of wells serving small water systems, including non-community systems (e.g., schools, businesses) as well as community water systems (e.g., mobile home parks). Section 8.4, Small Water Systems, provides information on small water systems and GSA programs to help provide them with reliable and safe water supplies. While many wells for small water systems do not have known construction or depths, review of available information from 48 wells evaluated in the *East Coachella Valley Water Supply Consolidation Study* (CVWD, 2018) indicates a range of well depths from 225 to 1,060 feet. Comparison of known depths for small water system wells with the MTs indicated that the respective MTs are above known depths for all small water systems with available information and are protective.

For the future, the GSAs will continue to cooperate with agencies responsible for well permitting to ensure that new wells are constructed with sufficient depth to accommodate groundwater level changes relative to the MTs. This will include provision of information on the Key Wells and the MTs and applicable Subbasin areas, which may be accomplished by contouring MTs or by designating applicable areas around each Key Well to define minimum well depths.

### 9.3.3.3 Minimum Thresholds and Criteria for Undesirable Results

Undesirable results are based on exceedances of MT levels and must be defined not only in terms of how they occur (see Section 9.3.2 Potential Causes of Undesirable Results), but also when and where. By definition, undesirable results are not just drought-related but chronic and are not just local but basin-wide.

Regular groundwater level monitoring (at least three times per year) and annual reporting provides regular updates that allow response by the GSAs and local groundwater users. Management action response times vary. For example, it may take some time for increased replenishment at GRFs to benefit water levels in the Subbasin. Due to some inevitable delays in results from actions, an undesirable result is when water levels fall below MTs for five consecutive same-season events (e.g., five October monitoring events).

Local areas of groundwater level declines can occur due to conditions such as locally increased pumping. However, local declines do not necessarily indicate Subbasin-wide issues such as overdraft. Undesirable groundwater level declines of Subbasin-wide significance could occur due to influences such as severe and prolonged drought, climate change, reduction of imported water supply and increased groundwater pumping. While not likely to occur uniformly across the Indio Subbasin, groundwater level declines could be fairly widespread under these conditions. Significant and undesirable results are defined as occurring when groundwater levels are below the MT for five consecutive same-season monitoring events in 25 percent of Key Wells.

To summarize for the Indio Subbasin:

The **Minimum Threshold** for undesirable results relative to chronic lowering of groundwater levels is defined at each Key Well by historical groundwater low levels. Undesirable results are indicated when groundwater levels are below the MT for five consecutive same-season monitoring events, in 25 percent or more of the Key Wells in the Indio Subbasin.

### 9.3.3.4 Measurable Objectives and Interim Milestones

For groundwater levels, the MOs are defined here as an operating range of groundwater levels above the MT, allowing reasonable fluctuations with changing hydrologic and surface water supply conditions and with conjunctive management of surface water and groundwater. The groundwater level MTs represent the bottom of the operating range and are protective of groundwater users and beneficial uses. The top of the operating range is not specified because there is no particular high groundwater level to be a sustainability objective and groundwater levels in many areas are increasing. While unconfined groundwater levels across much of the Subbasin are below historical highs, other areas are characterized by artesian conditions or by use of drainage systems to control high groundwater levels.

The **Measurable Objective** is to maintain groundwater levels above the groundwater level MTs (as quantified above), and to maintain groundwater levels within the operating range as defined in this section.

Groundwater conditions with respect to chronic groundwater level declines are already sustainable and there is no need to define interim milestones.

## 9.4 Quantitative Criteria for Groundwater Storage

Groundwater storage is the volume of water in the Subbasin. It provides a reserve for drought or water shortage. The minimum threshold for reduction of groundwater storage is the volume of groundwater that can be withdrawn from a basin or management area without leading to undesirable results. Undesirable results would involve insufficient stored groundwater to sustain beneficial uses through drought or shortage. The storage criteria are closely linked to groundwater levels. Unlike the other sustainability criteria, the reduction of groundwater storage criteria is not defined at individual monitoring sites but is evaluated as a volume on a basin-wide basis. The sustainability indicator for groundwater storage addresses the ability of the groundwater basin to support existing and planned beneficial uses of groundwater even during drought and water supply shortage.

### 9.4.1 Description, Causes, and Effects of Undesirable Results

As with declines in groundwater level, reduction of groundwater storage could be due to influences such as severe and prolonged drought (locally and/or in imported water source areas), climate change, or a longer-term imbalance of demand over supply. Storage is related to groundwater levels, thus, undesirable results associated with storage would likely be accompanied by one or more undesirable results associated with groundwater levels, including reduced well yields, subsidence, seawater intrusion, and potential depletion of interconnected surface water. Reduction of groundwater storage could affect the ability of groundwater users to support beneficial uses through drought and shortage and have negative effects on the regional economy.

### 9.4.2 Sustainability Criteria for Groundwater Storage

The potential for reduction of groundwater storage exists for the Indio Subbasin and thus the GSAs have considered minimum thresholds to be defined as the maximum groundwater volume that can be withdrawn without leading to undesirable results. However, use of the groundwater level sustainability criteria (e.g., MTs and MOs) as a proxy for groundwater storage is acceptable provided that GSAs demonstrate a correlation between groundwater levels and storage. Groundwater levels and storage are directly related. This is demonstrated by comparison of groundwater level and storage trends, which reveal similar patterns of historical overdraft, recovery, and response to different water year types including drought (see Chapter 4, *Current and Historical Groundwater Conditions*). The relationship of levels and storage is reflected in the calibrated groundwater flow model (see Chapter 7, *Numerical Model and Plan Scenarios*) that has been used to simulate groundwater levels and storage under projected conditions.

Use of groundwater levels as proxy for storage is responsive to DWR's Recommended Action 2. The rationale for using groundwater levels as a proxy metric for groundwater storage is that the groundwater level MTs and MOs are sufficiently protective to ensure prevention of significant and unreasonable results relating to storage depletion. In brief, groundwater level MTs have been defined to protect beneficial uses and are based on the following:

- A broad geographic distribution of Key Wells that are representative of basin production wells.
- MTs based on historical low groundwater levels that are generally consistent with the historical low storage in about 2009, which occurred without reported well problems.
- Groundwater level MTs involve groundwater levels below the MT for five consecutive same-season monitoring events, in 25 percent or more of the Key Wells in the Indio Subbasin. Thus,

GSAAs are alerted to groundwater level change as it may occur across a broad area, and this perspective will be revealing about storage change as it occurs across the Subbasin.

Accordingly, the MT for storage for the Indio Subbasin is fulfilled by the MT for groundwater levels, modified as follows:

The **Minimum Threshold** for undesirable results relative to chronic lowering of groundwater levels and depletion of storage is defined at each Key Well by historical groundwater low levels. Undesirable results are indicated when groundwater levels are below the MT for five consecutive same-season monitoring events, in 25 percent or more of the Key Wells in the Indio Subbasin.

For groundwater storage, the MOs is fulfilled by the minimum threshold for groundwater levels, modified as follows:

The **Measurable Objective** for groundwater storage is to maintain groundwater levels above the groundwater level MTs (as quantified above) and within the operating range as defined in this section.

Groundwater conditions with respect to groundwater levels and storage are sustainable and there is no need to define interim milestones.

## 9.5 Quantitative Criteria for Land Subsidence

Land subsidence, the differential lowering of the ground surface, can damage structures and hinder surface water drainage. Portions of the Indio Subbasin are susceptible to and have experienced historical subsidence due to groundwater withdrawals (see Chapter 4, *Current and Historical Groundwater Conditions*). In response to subsidence, CVWD and United States Geological Survey (USGS) have collaborated on a series of investigations that documented the location and rate of subsidence and provided a correlation of subsidence to groundwater level declines. The most recent USGS study (Sneed and Brandt, 2020) documented stabilized or rising groundwater levels since 2010 that reflect the combined effect of various projects to increase recharge and reduce groundwater pumping. This study also documented that, although a few areas subsided (albeit at a slower rate), most areas stopped subsiding from 2010 to 2017 and some even uplifted.

### 9.5.1 Description, Causes, and Effects of Undesirable Results

The land subsidence experienced historically in Indio Subbasin has been caused by declines in groundwater elevations due to pumping exceeding recharge. Potential undesirable results of land subsidence include disruption of surface drainage, water supply conveyance, and flood control facilities; damage to infrastructure such as pipelines, airport runways, railroads, roads, and highways; damage to structures such as housing, septic systems, distribution lines, and piping; and potential subsidence around a production well, disrupting wellhead facilities.

### 9.5.2 Sustainability Criteria for Land Subsidence

According to the GSP regulations Section 354.28(c)(5), the minimum threshold for land subsidence is defined as the rate and extent of subsidence that substantially interferes with surface land uses and may lead to undesirable results. However, land subsidence in Indio Subbasin was clearly caused by groundwater level declines, and accordingly, the groundwater level sustainability criteria (MTs and MOs) can be used as a proxy for land subsidence. Use of groundwater levels as proxy for subsidence also is responsive to DWR's Recommended Action 2.

The historical low groundwater levels and storage occurred in about 2009. Since that time groundwater levels have generally increased and subsidence has stopped or slowed, with some variability reflecting different groundwater level trends in specific areas and residual compaction. The *2010 CVWMP Update* indicated that groundwater levels should not be allowed to drop below 2005 levels. However, groundwater levels did generally decline until about 2009 and subsequent USGS study has shown that subsidence rates slowed since about 2010 (Sneed, M. and Brandt, J. T., 2020). Accordingly, the historical low groundwater levels represent a demonstrable turning-point.

While subsidence-induced sagging affected the Coachella Canal (a portion was realigned subsequently in 2014; Sneed, M. and Brandt, J. T., 2020), maintaining groundwater levels above historical lows levels generally is protective against subsidence. Given the mechanics of subsidence, it is unlikely that significant and unreasonable inelastic subsidence would occur with groundwater levels maintained above their MTs.

Accordingly, the MT for land subsidence for the Indio Subbasin is fulfilled by the minimum threshold for groundwater levels, modified as follows:

The **Minimum Threshold** for defining undesirable results relative to chronic lowering of groundwater levels and subsidence is defined at each Key Well by historical groundwater low levels. Undesirable results are indicated when groundwater levels are below the MT for five consecutive same-season monitoring events, in twenty-five percent or more of the Key Wells in the Indio Subbasin.

For subsidence, the MO is fulfilled by the minimum threshold for groundwater levels, modified as follows:

The **Measurable Objective** for subsidence is to maintain groundwater levels above the groundwater level MTs (as quantified above), and to maintain groundwater levels within the operating range as defined in this section.

Groundwater conditions with respect to groundwater levels and subsidence are sustainable and there is no need to define interim milestones.

## 9.6 Interconnected Surface Water and Groundwater-Dependent Ecosystems

As stated in Section 9.1, one of the SGMA undesirable results is depletion of interconnected surface water that has significant and unreasonable adverse impacts on beneficial uses of the surface water. Beneficial uses of surface water are various (recreation, water rights, etc.) but an often-important beneficial use is the existence of Groundwater Dependent Ecosystems (GDEs). GDEs are ecological communities (e.g., riparian vegetation or wetlands) or species that depend on groundwater emerging from aquifers or on groundwater occurring near the ground surface.

### 9.6.1 Background on Indio Subbasin GDEs

As summarized in the *DWR Alternative Assessment Staff Report*, interconnected surface water is described in the Alternative Plan as not being present in the West Valley because groundwater levels are generally much lower than the ground surface. This is substantiated by depth to groundwater mapping (Figure 4-6) that shows depth to groundwater exceeding 100 feet where groundwater level data are available. However, Figures 4-1 and 4-6 also indicate areas where groundwater level data generally are lacking, and these include western canyon areas where Probable GDEs have been identified (see Chapter 4, *Current and Historical Groundwater Conditions*). These Probable GDEs may be associated with surface runoff, snowmelt, or springs and seeps from up-gradient sources.



In the East Valley, depths to regional groundwater generally exceed 20 feet but a shallow semi-perched aquifer zone also is present (see delineated area on Figure 4-6). In areas with shallow, semi-perched groundwater, an agricultural tile drain system was installed in the 1950s through the mid-1970s that allows continued agriculture by providing drainage and salt management.

The DWR Staff Report notes that the groundwater model includes evapotranspiration (ET) by phreatophytic vegetation on undeveloped lands that overlie the semi-perched aquifer area and are not served by the subsurface agricultural drain system in the East Valley. As described in Chapter 7, *Numerical Model and Plan Scenarios*, the current groundwater flow model retained the ET boundary condition, by which ET is calculated by the model based on the extent of the drain system (see Figure 2-5), simulated shallow groundwater elevations, assumed plant rooting depths, and reference ET values. The computed ET rates range from 4,100 to 5,300 AFY and as illustrated in Figure 7-19, are relatively small and uniform over the period 1997-2019. Inclusion of such ET in the model ensures a complete water budget and acknowledges the hydrologic possibility of phreatophyte ET, including potential GDEs but also non-GDE vegetation around agricultural fields and along drainage channels. In brief, the groundwater model indicates the potential for GDEs and accounts for simulated water use (ET) in the water budget.

### 9.6.2 Identification of GDEs

Vegetation mapping is required to identify the presence of GDEs. In its Staff Report (Recommended Action 7), DWR recommends that the GSAs provide such an identification of groundwater-dependent ecosystems in the Subbasin.

This *Alternative Plan Update* has included a focused study of GDEs in Indio Subbasin. This study, *Indio Subbasin Groundwater Dependent Ecosystems Study*, prepared by a Professional Wetland Scientist, is presented in Appendix 4-B. It included a systematic desktop assessment of the California *Natural Communities Commonly Associated with Groundwater* (NCCAG) database for the Indio Subbasin, a field assessment of 13 selected sites by the wetland scientist and CVWD environmental staff, and identification of probable GDEs, probable non-GDEs, and playa wetland communities. Described in more detail in Chapter 4, *Current and Historical Groundwater Conditions*, and mapped in Figure 4-34, these are defined as follows:

- **Probable GDEs** consist of areas with apparent dense riparian and wetland vegetative communities along mapped drainage systems with potential for deep-rooted phreatophytes, and/or visible, natural surface water flow. These are located along stream channels in upper canyon locations that convey snowmelt, water from cold and hot springs, and mountain front inflow from the surrounding bedrock.
- **Probable Non-GDEs** are areas not correctly mapped in NCCAG including dry upland areas, cultivated and/or flooded agricultural land, obvious human-made ponds, lakes, and other features, channelized drains, and areas with no other indicators of groundwater near the surface, such as dry washes, arroyos, bajadas, and other ephemeral channels where water only flows in response to heavy precipitation events.
- **Playa Wetland Community** included areas of wetland habitat along the Salton Sea exposed seabed (playa) generally downstream of agricultural drains or the Coachella Valley Stormwater Channel (CVSC). The recession of the Salton Sea is exposing thousands of acres of playa each year and water from irrigation ditches and other drainages that previously flowed directly into the Sea now spreads out on the exposed Salton Sea playa where new vegetation and wetlands currently exist.

As described in the next sections, three upper canyon sites have been identified as including Probable GDEs that rely on various up-gradient sources. While recognized as wetland habitat, the Playa Wetland Community habitats are sustained largely by agricultural drain flows and CVSC outflows.

#### 9.6.2.1 Probable GDEs

Probable GDEs are located in the northwestern Indio Subbasin in three canyons along streams (Chino Canyon, Tahquitz, and Palm Canyon creeks). These streams convey mountain front runoff from snowmelt and mountain front recharge, namely subsurface inflow from fractured bedrock along the perimeter of the Indio Subbasin. This mountain front inflow is derived from recharge to mountain areas beyond the Indio Subbasin jurisdiction of the GSAs and sustains the upper canyon flows with runoff, snowmelt, springs (both cold and hot springs), and seeps.

Although flowing into the upper canyon reaches of the Subbasin (see Figure 4-34), the canyon flows are unlikely to be influenced by GSA management and groundwater pumping of the downstream regional groundwater table. This reflects several factors including topographic differences (the canyons are fifty to hundreds of feet higher than the main portion of the Subbasin), and distance upstream and away from active groundwater production areas (see Figure 2-13). While noting that the upper canyon areas with Probable GDEs do not have existing groundwater data, this is because of the lack of local wells and groundwater extraction.

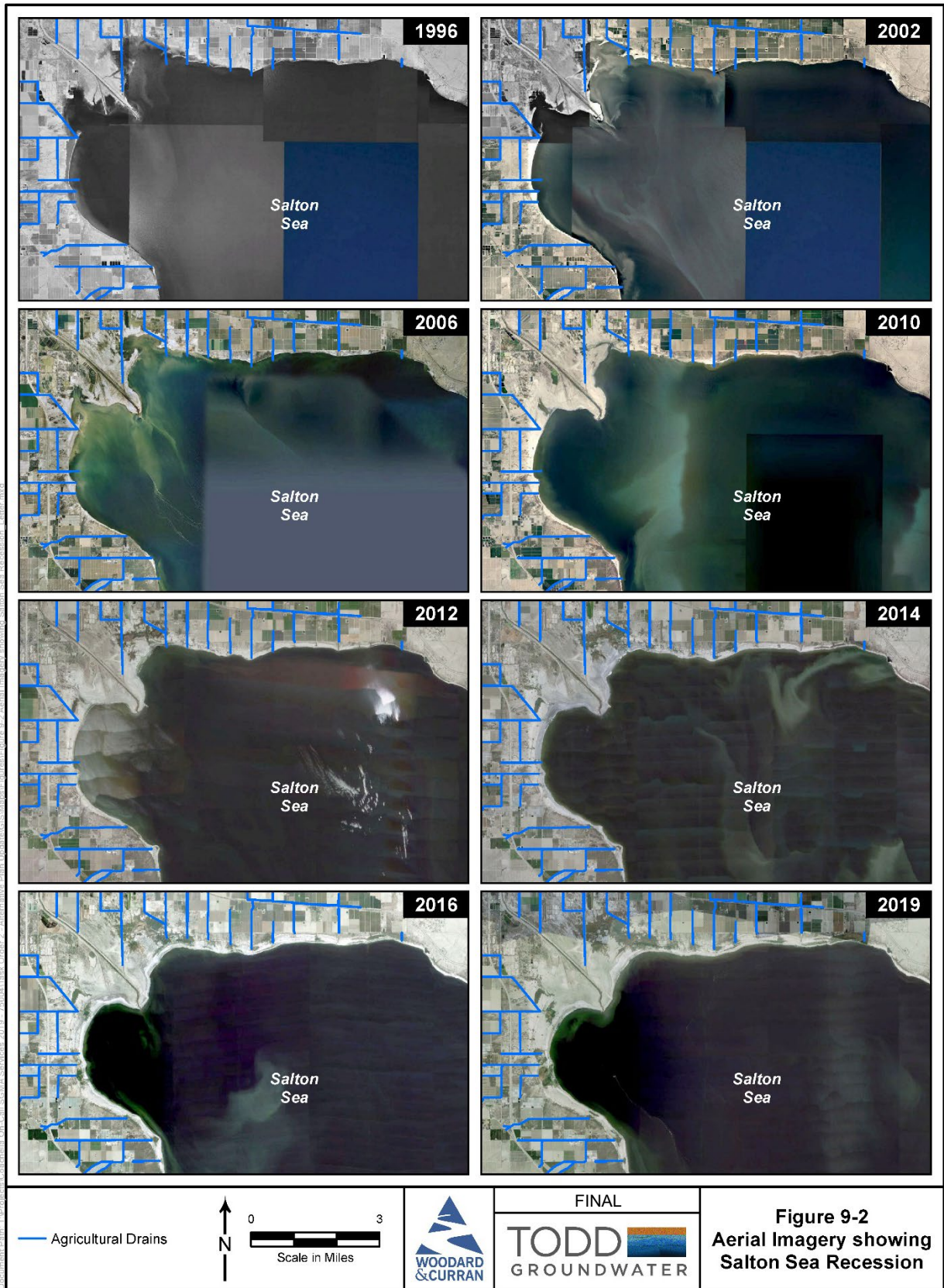
#### 9.6.2.2 Playa Wetland Communities

The Playa Wetland Communities are recognized in the Coachella Valley Multiple Species Habitat Conservation Plan as containing sensitive natural communities and potentially containing desert pupfish habitat. These communities are located at the outlets of agricultural drains and the CVSC and are sustained largely by agricultural drain flows and stormwater channel outflows. As such, these are not associated with depletion of groundwater contributing to interconnected surface water. The agricultural drain system is artificial: designed, built, and maintained for the purpose of conveying agricultural return flows and controlling shallow groundwater levels and quality to allow continued agriculture. The CVSC also is an artificial channel designed and maintained to convey stormwater, drain flows, and other flows to the Salton Sea.

The Salton Sea elevation, however, has declined (for example, by ten feet since 1997 as shown in Figure 7-11) and its shoreline has retreated from the drain outlets and has exposed intervening playa with widths ranging from one quarter mile to more than one mile depending on location. This is illustrated in Figure 9-2 by a series of aerial images for selected years from 1997 to 2019.

As illustrated in Figure 9-2, the Playa Wetland Communities have occurred and expanded as a relatively recent consequence of the shoreline retreat. While the drivers for the location and extent of the wetlands include the drainage outflows coupled with the Salton Sea recession, the relationship between areal extent of the playa wetlands, drain flows, Salton Sea recession, and other factors remain uncertain. The Playa Wetland Communities may continue to change over time affected by continuing Salton Sea recession and by future Salton Sea restoration activities. The interconnection between these factors is uncertain, changing as the Salton Sea recedes, and dependent on other state and federal entities' management of the Salton Sea.

**Figure 9-2. Aerial Imagery showing Salton Sea Recession**



## 9.7 Water Quality Constituents of Concern

The *2010 CVWMP Update* identified specific water quality issues including salinity, arsenic, perchlorate, hexavalent chromium (chromium-6), uranium, nitrate, carcinogens, and Endocrine Disrupting Compounds (EDCs). Some of these were regarded as emerging issues, not having violated water quality standards. As noted in the Alternative Plan Bridge document, the *2010 CVWMP Update* did not establish specific water quality thresholds and goals. However, through the Alternative Plan process, the GSAs have continued to identify and track the occurrence of constituents of concern (COCs) with reference to established drinking water standards, have maintained an extensive water quality monitoring program, and have implemented applicable management responses. This is reflected in Chapter 8, *Regulatory and Policy Issues*, and in Chapter 4, *Current and Historical Groundwater Conditions*. Chapter 4, *Current and Historical Groundwater Conditions*, identifies current COCs to include salinity (total dissolved solids or TDS), nitrate, arsenic, chromium-6, uranium, fluoride, perchlorate, and DBCP. These are briefly described in Section 4.4 (along with any drinking water standards) and discussed in terms of occurrence in Indio Subbasin.

In Recommended Action 3, DWR staff recommend that the GSAs provide maps showing the areas affected by the primary water quality constituents of concern, which include, at a minimum, fluoride, arsenic, chromium-6, and DBCP. DWR staff recommend that the maps show the particular wells known to be affected by these constituents.

As documented in Chapter 4, *Current and Historical Groundwater Conditions*, this *Alternative Plan Update* has included substantial collection of water quality data into a database. This was followed by evaluation not only of the mapped extent of the four recommended COCs, but also TDS, nitrate, uranium, and perchlorate (see Figures 4-11 through 4-18). In addition, Chapter 4, *Current and Historical Groundwater Conditions*, provides water quality cross sections for constituents with vertical differentiation (TDS, nitrate, arsenic, and chromium-6) and time concentration plots that represent temporal trends in TDS and nitrate.

### 9.7.1 Description, Causes, and Effects of Undesirable Results

In addition to salinity, the DWR Staff Report identifies fluoride, arsenic, chromium-6, and DBCP as a minimum list of primary water quality COCs. Given that, the following brief summaries are provided along with summaries of the GSA-identified COCs of uranium and perchlorate. These summaries include the drinking water standard (Maximum Contaminant Level [MCL]), general cause of the COC occurrence, distribution in the Subbasin, and management response. The following COCs are linked to potential health effects and all are being monitored. GSAs are addressing COC problems through efforts (such as the CVWD Disadvantaged Communities Infrastructure Task Force) to identify and consolidate small water systems with water quality and reliability issues. Chapter 4, *Current and Historical Groundwater Conditions*, and Chapter 8, *Regulatory and Policy Issues*, provide additional documentation and discussion.

- **Nitrate** has a primary drinking water MCL of 45 mg/L, measured as nitrate. Nitrate concentrations in Indio Subbasin groundwater are variable, reflecting multiple sources such as historical extent of mesquite forests; use of nitrogen-based fertilizers for agriculture, golf courses, and landscaping; septic tank percolation; and wastewater disposal through percolation. Large water systems selectively drill wells in areas with low nitrate concentrations and have deactivated historically affected wells. The GSAs are assisting small water systems as noted above.

- **Arsenic** has a primary drinking water MCL of 10 micrograms per liter ( $\mu\text{g/L}$ ). It is naturally occurring with high concentrations locally in the Indio Subbasin and at depth. Arsenic has been addressed in large public water systems by selectively drilling wells in areas or to depths with low arsenic concentrations, by decommissioning affected wells, or by providing water treatment to remove arsenic prior to delivery. Riverside County and the GSAs are assisting small water systems is being addressed by affected by arsenic as noted above.
- Chromium-6 in Indio Subbasin is naturally occurring with relatively higher concentrations in the Thousand Palms and central Thermal Subareas. The total chromium (hexavalent and trivalent) primary MCL is 50  $\mu\text{g/L}$ , but an MCL of 10  $\mu\text{g/L}$  for chromium-6 was set in 2014 and later rescinded. As discussed in Chapter 8, *Regulatory and Policy Issues*, the GSAs have anticipated a chromium-6 MCL that is lower than the total chromium MCL and have investigated possible water treatment options. Replenishment activities may reduce chromium-6 concentrations.
- **Uranium** has a primary MCL of 20 picocuries per liter (pCi/L), or about 30  $\mu\text{g/L}$ . Uranium in Indio Subbasin is naturally occurring with high concentrations in the northwestern portion. However, concentrations greater than the MCL have been detected in only four shallow monitoring wells.
- **Fluoride** has a primary drinking water MCL of 2 mg/L. It is naturally occurring and found in high concentrations along the eastern side of the Indio Subbasin and northern boundary of the Salton Sea. Large water systems selectively drill wells in areas with low fluoride concentrations or provide treatment, and small water systems are assisted by the GSAs as noted above.
- **Perchlorate** has a primary MCL of 6  $\mu\text{g/L}$  and has been detected locally in Indio Subbasin. It may be natural but also is associated with historical manufacturing contamination that affected the Colorado River and has since been mitigated to below detection levels.
- **DBCP** is a pesticide with a primary MCL of 0.2  $\mu\text{g/L}$ . While banned since 1979 it is persistent in groundwater. It has been detected in private irrigation wells in a localized area of central Thermal Subarea. CVWD has managed replenishment to avoid mobilizing DBCP.

Salinity (TDS) is addressed in a subsequent section. Unlike the COCs above, TDS is regulated by Secondary MCLs (or Consumer Acceptance Contaminant Level Ranges) that are set by the SWRCB based on aesthetic concerns such as taste, color, and odor.

### 9.7.2 Evaluation of Sustainability

The *DWR Staff Report* finds that the Indio Subbasin GSAs have reasonable quantifications and standards related to groundwater quality, with a recommendation to provide maps to facilitate its ongoing evaluation of the Alternative Plan relative to achieving sustainability. These are provided in Chapter 4, *Current and Historical Groundwater Conditions*, along with other water quality information. As summarized in the Bridge Document, the Alternative Plan has included identification of COCs, monitoring of groundwater quality, tracking relative to drinking water standards (as relevant), reporting, and management actions. This *Alternative Plan Update* has improved the data compilation and management relative to water quality COCs and the documentation of groundwater quality conditions.

Groundwater quality monitoring, data compilation, and data review will continue on an established regular basis (see Chapter 10, *Monitoring Program*) and will detect emerging issues or water quality problems. The 5-Year Alternative Plan Updates will be sufficient for comprehensive examination of water

quality conditions relative to COCs such as listed above, given that groundwater quality conditions generally do not change rapidly. Groundwater quality conditions can be documented with maps and other graphics as warranted.

Additional efforts to define sustainability indicators or to set specific quantitative thresholds are not needed at this time for COCs such as those listed above. However, if a COC water quality condition develops or is recognized with significant and unreasonable results throughout the Subbasin and associated with Subbasin management activities, the ongoing monitoring allows detection, analysis, and reporting of the issue.

## 9.8 Water Quality Management

The Alternative Plan has recognized salt addition from imported Colorado River water as a significant impact related to managing groundwater overdraft. Elimination of overdraft was identified in the *2002 CVWMP* and retained in the *2010 CVWMP Update* as a primary goal. This goal recognized the multiple adverse effects of overdraft including chronic groundwater level declines, storage depletion, irreversible subsidence, and seawater intrusion potentially resulting in permanent loss of freshwater storage. Importation of Colorado River water for irrigation and for replenishment was recognized as critical for halting overdraft although it added salts. The Alternative Plan (including the *2002 CVWMP* and *2010 CVWMP Update*) has included ongoing studies to assess the addition of salts and to identify reasonable projects and management action.

As summarized in the *DWR Staff Report*, the GSAs have demonstrated understanding of the water quality impacts associated with using Colorado River to replenish groundwater and have investigated various means to address such impacts, including preparation of a SNMP. As a near-term path toward sustainability with regard to salt management, the *DWR Staff Report* strongly encouraged the GSAs to further quantify the nature and scope of water quality issues associated with water importation, to establish reasonable and achievable standards, and to begin to adopt and implement projects and management actions to achieve sustainability with regard to groundwater quality.

Specifically, in Recommended Actions 4 and 4a, DWR staff recommend that the GSAs incorporate an approved SNMP into future iterations of the Alternative Plan and continue efforts to study the rate and level of increased salt contents in groundwater due to importation of Colorado River water.

### 9.8.1 Description, Causes, and Effects of Undesirable Results

Salinity was described in the *2002 CVWMP* and *2010 CVWMP Update* in terms of the salt balance (salt inputs, salt outputs, and net addition). Those descriptions have been supplemented in Chapter 4, *Current and Historical Groundwater Conditions*, of this Update. Section 4.4, Groundwater Quality, presents a TDS map representing recent conditions, water quality cross sections, and time concentration plots that show temporal trends in TDS.

As discussed in Chapter 4, *Current and Historical Groundwater Conditions*, groundwater in the Indio Subbasin shows a wide range of salinity, measured in terms of TDS concentrations. TDS is regulated by Secondary MCLs (or Consumer Acceptance Contaminant Level Ranges) that are set by the SWRCB based on aesthetic concerns such as taste, color, and odor. Undesirable results of elevated TDS to drinking water systems can include damage to plumbing and appliances, increased treatment costs, use of bottled water, and increased sampling and monitoring. A recommended level is 500 mg/L, an upper level is 1,000 mg/L, and a short-term level is 1,500 mg/L.

The spatial distribution of TDS (see Figure 4-11) shows a general range of concentrations from less than 250 mg/L in the center of the Subbasin to more than 1,500 mg/L near the Salton Sea. Similarly, the water quality cross sections in Chapter 4, *Current and Historical Groundwater Conditions*, indicate that TDS concentrations generally are less than 500 mg/L with lowest concentrations in deep wells in the central Indio Subbasin. TDS concentrations in shallow zones typically are higher and more variable than in deeper zones.

The spatial and vertical distribution of TDS in groundwater reflects multiple sources including deep infiltration of precipitation, percolation of precipitation runoff, recharge of imported Colorado River water, percolation of treated wastewater, seepage from septic systems, return flows from agricultural and landscape irrigation, and subsurface inflows from adjacent bedrock, other Subbasins (e.g., Desert Hot Springs Subbasin) and deep thermal sources (West Yost, 2021). Historical intrusion from the Salton Sea also has been indicated (see Section 9.10). In addition, the occurrence and distribution of TDS in the Indio Subbasin has been influenced by historical land uses and water/wastewater management practices.



*CVWD monitors water quality in groundwater, surface water, and recycled water.*

Percolation through the soil and unsaturated zone involves complex processes that affect the volume, concentration, and specific constituents of TDS; these processes include evapotranspiration that concentrates salts in the root zone and geochemical transformations. Once in the groundwater system, the groundwater flow generally is from northwest to southeast (toward the Salton Sea). However, salt migration through the groundwater system (both vertical and horizontal) is driven by dynamics of groundwater recharge and discharge and thus influenced not only by recharge/percolation, but also by groundwater pumping and the presence of agricultural drain systems that intercept and discharge shallow groundwater. Such relationships are particularly important in the East Valley, where higher salinity occurs in perched and shallow zones. Under conditions of overdraft, lowered groundwater levels in the deep Principal aquifer can result in a downward groundwater flow gradient that could allow higher salinity water to migrate downward to affect deeper zones. Reversal of overdraft and restoration of upward gradients flushes the saline perched water into the agricultural drains and out of the system, thereby protecting deep groundwater quality.

Outflows of TDS from the groundwater systems are primarily through groundwater pumping, agricultural drain flows to the CVSC and Salton Sea, and subsurface outflow toward the Salton Sea.

### **9.8.2 Salt and Nutrient Management Plan**

A SNMP was developed by the CVWD, DWA, and IWA and submitted to the Colorado River RWQCB in 2015. The 2015 Coachella Valley SNMP describes hydrogeology, ambient groundwater quality, projected water quality, objectives, management strategies, and a monitoring plan. However, in a letter (RWQCB, February 19, 2020), the RWQCB provided comments and recommendations on the 2015 SNMP's compliance with the updated Recycled Water Policy (Colorado River Basin RWQCB, 2020).

The *Salt and Nutrient Management Plan for the Coachella Valley Groundwater Basin* (CV-SNMP) was restarted in 2020 by the CV-SNMP agencies (water and wastewater agencies including CVWD, CWA and Coachella Sanitary District, DWA, IWA, Myoma Dunes Mutual Water Company, VSD, MSWD, and City of Palm Springs) working in cooperation with RWQCB staff. This has involved preparing a SNMP Development Workplan to define the approach to be used to update the CV-SNMP in a manner that addresses management of salts and nutrients from all sources in order to protect beneficial uses, comply with the Recycled Water Policy (as revised in 2018, see Chapter 8, *Regulatory and Policy Issues*), and to address the specific findings and recommendations previously provided by RWQCB staff. The *SNMP Development Workplan* includes a Groundwater Monitoring Program Workplan (West Yost, 2020) to define the updated SNMP monitoring network, including wells needed to address network gaps, which will be used to monitor the spatial and vertical distribution of salts and nutrients in the Basin.

As of August 2021, workplan development has included preparation of a *Groundwater Monitoring Workplan*, which was approved by the RWQCB on February 21, 2021. The agencies have begun implementing the *Groundwater Monitoring Program Workplan* and will submit annual reports to the RWQCB by March 31 of each year beginning in 2022. A draft *SNMP Development Workplan* was submitted to the RWQCB on May 3, 2021 (West Yost, 2021). The agencies are working on integrating comments received from the RWQCB and will submit the final *SNMP Development Workplan* in September 2021. Implementation of the *SNMP Development Workplan* is scheduled to begin during the first quarter of 2022.

The SNMP update and *Alternative Plan Update* are coordinated efforts. Elements of this Plan Update specifically supporting the SNMP include:

- Collection and organization of water quality data into a database
- Evaluation of the sources, areal extent, vertical distribution, and time trends for TDS and nitrate
- Analysis of the water budget (which supports analysis of TDS and nutrient loading, assimilative capacity, etc.)
- Update and refinement of the numerical model (a potential basis for fate and transport modeling)
- Improvement of the monitoring program relative to TDS, nitrate, and shallow/deep zones
- Identification of projects and actions relevant to water quality management.

The CV-SNMP addresses the Coachella Valley Groundwater Basin (DWR Basin No. 7-021 excluding the San Gorgonio Pass Subbasin) and therefore includes the Indio Subbasin. The *Alternative Plan Update* can incorporate elements of an approved SNMP relevant to the Indio Subbasin and within the context of the basin-wide SNMP. Progress on the implementation of the *SNMP Development Workplan* will be provided in the Indio Subbasin Annual Reports and the next 5-year *Alternative Plan Update*.

### 9.8.3 Continuing Studies of Salinity in Groundwater

Staff of both DWR and the Colorado River Basin RWQCB have recommended additional study of salinity in groundwater. The DWR Staff Report (Recommendation 4a) calls for continuation of efforts to study the rate and level of increased salt contents in groundwater due to Colorado River importation.

Additional study of salinity in groundwater—including analysis of the rate and level of increased salt contents in groundwater due to Colorado River importation—will be achieved in large part by the CV-SNMP update. Such analysis will be based on data collection to characterize TDS and nitrate loading, including not only quality data but also volumes of multiple sources such as subsurface inflow, replenishment (including the Colorado River sources), wastewater and recycled water, septic systems,



and applied water. The analysis also will include characterization of current groundwater quality in all Subbasin areas/Subareas (with delineation of Management Zones), identification of areas of historical changes, and documentation of historical trends in TDS and nitrate loading. Overall, the analysis will satisfy the recommendation for more information on the rate and level of increased salt due to Colorado River importation.

More broadly, these analyses provide the necessary baseline for SNMP forecasting of TDS and nitrate concentrations in groundwater. The forecasting (using enhanced modeling tools to be developed as part of the SNMP update) will involve simulation of a baseline scenario and management scenarios. Subsequent selection of a preferred CV-SNMP scenario can be the basis for establishment of management zones (including consideration of vulnerable areas), description of groundwater beneficial uses for each management zone, recommendation of numeric TDS objectives for each management zone, identification of projects and management actions, and development of implementation measures and schedules to achieve sustainability with regard to groundwater quality.

In addition to the CV-SNMP, this *Alternative Plan Update* has included the systematic efforts of building the data management system, analyzing available water quality data, reviewing the results for data gaps, and planning for new monitoring sites. While not implemented solely to understand salinity, the update and refinement of the numerical groundwater flow model, assessment of the groundwater basin water budget, and quantification of water supplies and demands all contribute to understanding of the groundwater system, which is fundamental to studying salinity.

The assessment of the monitoring network for this Update has been coordinated with the development of the *CV-SNMP Development Workplan*, which includes a *Groundwater Monitoring Program Workplan* (West Yost, 2020). The *CV-SNMP Groundwater Monitoring Program Workplan* describes the physical setting of the groundwater basin as context for the monitoring network, presents an initial sampling network, identifies existing spatial and vertical gaps in the monitoring network, and describes how the gaps will be filled and how the monitoring program will be implemented. Specific wells are identified for groundwater sampling, including 83 wells representing the shallow aquifer system, 98 wells for the deep aquifer system, and 6 wells for the perched aquifer system. The *SNMP Groundwater Monitoring Program Workplan* also identified 23 gaps in the monitoring network and provides justification for filling these gaps. Reasons for inclusion in the SNMP monitoring program include spatial gaps and the need for tracking potential sources such as subsurface inflows, WWTP discharges, septic tank areas, agricultural and landscaping/golf course areas.

As part of ongoing groundwater basin management in 2021, the GSAs have prepared two applications to DWR for Technical Support Services to install new monitoring wells in the Indio Subbasin and Mission Creek Subbasin. The proposed monitoring wells would provide both groundwater levels and quality data, and thereby support improved basin management for the *Indio Subbasin Alternative Plan Update*, *Mission Creek Alternative Plan Update*, and the CV-SNMP.

## 9.9 Drain Flow Evaluation

As presented in Chapter 2, *Plan Area*, and Chapter 3, *Hydrogeologic Conceptual Model*, an extensive agricultural drainage system (both subsurface tile drainage systems and surface drains) was installed in the East Valley to control high water table conditions, to intercept poor quality shallow groundwater, and to convey the water to the CVSC and Salton Sea. Drain flows are measured at 27 drains and the CVSC, and also have been simulated using the numerical model.

In its Staff Report (Recommended Action 6), DWR recommends clarification of whether there is a minimum threshold associated with the amount of subsurface drain flow below which significant and unreasonable undesirable results would occur, and what that quantified minimum threshold is, if applicable, and the implementation horizon for when the goal for the amount of subsurface flow will be achieved.

As a matter of clarification, the *2010 CVWMP Update* presented simulated drain flows based on modeling of future water supply and management scenarios at the time. This *Alternative Plan Update* revises some of the planning assumptions used in the *2010 CVWMP Update* (see Chapter 7, *Numerical Model and Plan Scenarios*, for updated scenarios) based on current conditions. The 2010 model simulations provided a range of potential 2045 drain flows and predicted that drain flows generally would increase. Higher drain flows are beneficial because they are a response to higher groundwater levels in the East Valley which are protective of the deep aquifer and because they promote export of salt from the Subbasin.

As discussed above, drain flows presented in the *2010 CVWMP Update* were an output of the model representing projected cumulative drain flows from open drains and the CVSC. While providing useful simulations, analysis, and guidance for water management planning, the *2010 CVWMP Update* did not present a minimum threshold for drain flows as now understood under SGMA and GSP Regulations. Instead, a more direct metric for evaluating sustainability with regard to protection of the deep aquifer and salt export is being considered by the GSAs.



*The Grant Street Drain is part of CVWD's agricultural drain system.*

CVWD will be undertaking a drain flow study (see Chapter 12, *Plan Evaluation and Implementation*) to improve understanding of the relationships among groundwater levels, drain flows, salt export, and protection of the deep aquifer throughout the confined aquifer areas in the East Valley. The Drain Flow Study will study the relationship between groundwater levels in the various aquifers, current and historical crop water application, and flows and salt export through the drain system. Geochemical and isotope studies may be implemented to assess potential water sources (return flows vs rising groundwater) of drain flows. This study will utilize available groundwater and drain flow information; drain flows have been measured monthly at 27 drain sites since 1985 and water quality sampling has occurred at least annually at 25 sites since 1992. The drain flow study will include review of the amount, location, timing, and water quality of flows at all drain locations and the CVSC. In addition,

planned monitoring well network improvements will yield additional data on perched, shallow, and deep groundwater levels and quality. All data will be compiled into a GIS database as part of the Data Management System (DMS). In addition, the drain flow study can support calibration of the numerical model (which simulate drain flows as an output) and provide important input to any salt balance studies.

By way of background, downward migration of groundwater is a function not only of geology (i.e., the fine-grained aquitard in the East Valley; see Chapter 3, *Hydrogeologic Conceptual Model*), but largely of vertical hydraulic head differences. Available data indicate that high groundwater levels in the deep zones are generally protective of those deep zones. This is substantiated by the evaluation of TDS and nitrate concentrations with depth in East Valley cross sections (Figures 4-30 through 4-33) that show low concentrations of TDS and nitrate at depth, despite decades of active irrigated agriculture, and higher concentrations in shallow zones. It is also supported by the TDS and nitrate time-concentration plots (e.g., Figure 4-34) that indicate relatively low concentrations in deep wells and less variability, indicating reduced exposure to shallow influences.

Building on the *2010 CVWMP Update*, and applying the concepts of SGMA, the GSAs have defined a specific, potential undesirable result, which is degradation of water quality in the deep Principal Aquifer due to downward migration of water with elevated TDS levels found in shallow groundwater zones. High groundwater levels in the deep zone have a direct relationship with good water quality at depth, and accordingly, the GSAs are considering groundwater levels as an appropriate proxy.

According to SGMA, groundwater levels can serve as a useful proxy for a minimum threshold. However, documentation of a strong correlation is needed between the metric (groundwater levels) and the specific undesirable result being assessed (degradation of the deep Principal Aquifer). This documentation is provided in part by this *Alternative Plan Update*. Additional information will be provided by the new monitoring wells being installed in 2021, specifically with regard to differentiation of shallow and deep groundwater levels and quality. Assuming that groundwater levels can be serve as proxy, a subsequent step will involve identification of representative monitoring sites and establishment of minimum thresholds. with respect to protecting deep water quality.

## 9.10 Seawater intrusion

SGMA generally has perceived seawater intrusion relative to the Pacific Ocean and not an inland body such as the Salton Sea. The Salton Sea is distinguished by several aspects: salinity in excess of 69 parts per thousand (about twice the amount in the ocean), salinity that gradually is rising, surface water levels that are decreasing, and a shoreline that is retreating.

### 9.10.1 Background on Monitoring and Management for Seawater Intrusion

Seawater intrusion from the Salton Sea has been emphasized in the Alternative Plan as a potentially substantial and irreversible consequence of overdraft, whereby reduced groundwater pressure in Subbasin aquifers would cause relatively dense saline water to intrude and displace freshwater. The *2002 CVWMP Update* noted the difficulties in reversing seawater intrusion and removing salts with the potential for permanent loss of freshwater storage. Thus, seawater intrusion is a consequence of overdraft with undesirable results including adverse effects on groundwater quality and associated loss of groundwater supply and loss of groundwater storage.

Recognizing these potential undesirable results in the context of overdraft in the East Valley, the *2002 CVWMP* and *2010 CVWMP Update* identified and implemented projects and management actions to halt

overdraft. These projects and actions including groundwater replenishment, source substitution, and conservation have been successful in halting and reversing groundwater level declines, increasing groundwater storage, and restoring groundwater outflows to stop seawater intrusion.

CVWD installed nested monitoring wells in 1995 and 2002 near the Salton Sea to provide site-specific data to assess the risk of seawater intrusion (see list in Table 10-2). Monitoring of these wells for levels and quality (as part of the overall monitoring program) allows documentation of areal and vertical extent of seawater intrusion (if any in the vicinity of the wells) and tracking of trends that could provide early warning of seawater intrusion. Groundwater quality constituents including TDS and chloride are tracked in the nested monitoring wells. While TDS concentrations in one of the deepest zones (deeper than 1,430 feet below ground surface) are elevated and fluctuating (see Chapter 4, *Current and Historical Groundwater Conditions*), the nested monitoring wells have shown no evidence that seawater intrusion is occurring.

In addition, local groundwater management (see Chapter 4, *Current and Historical Groundwater Conditions*) has focused on minimizing potential seawater intrusion by increasing groundwater levels and restoring groundwater outflow to the Salton Sea. While protective groundwater elevations were not determined, the groundwater flow model was applied to evaluate seawater intrusion as a potential inflow to the Indio Subbasin groundwater. This approach has provided a broad indicator of the risk of seawater intrusion.

The DWR Staff Report acknowledges the Alternative Plan approach and in Recommended Action 5 indicates the following recommended actions for the Update as rephrased below:

- Discuss why the water balance includes inflow from the Salton Sea to the Indio Subbasin.
- Discuss how recent groundwater levels near the Salton Sea compare to the modeled elevation.
- Correlate Salton Sea inflow with recent groundwater levels and the groundwater model.
- Provide the modeled groundwater elevation that minimizes the risk of saltwater intrusion.

Each of these is addressed in the following sections.

### **9.10.2 Water Balance and Inflow from Salton Sea**

DWR recommended discussion of why the water balance includes inflow from the Salton Sea to the Indio Subbasin. This question is relevant to the water balance (see Chapter 7, *Numerical Model and Plan Scenarios*) and to a description of the undesirable results of seawater intrusion. The undesirable results of Salton Sea intrusion have been long recognized in the Indio Subbasin as degradation of water quality and loss of freshwater storage.

The water balance includes inflow from the Salton Sea because it includes all inflows and outflows to the Subbasin and then uses the groundwater flow model to compute water levels and change in storage. Accounting for all elements of the water balance is fundamental to understanding the local groundwater system. In other words, seawater intrusion is considered an inflow to the water balance but is not considered a groundwater supply.

### **9.10.3 Groundwater Elevations and Salton Sea Inflow**

DWR recommended discussion of how recent groundwater levels near the Salton Sea compare to the modeled elevation. The correlation of measured and modeled groundwater levels near the Salton Sea is illustrated in Figure 7-17 showing model calibration hydrographs. As discussed in Chapter 7, *Numerical Model and Plan Scenarios*, the model is very well calibrated.

With regard to Salton Sea inflow, the groundwater flow model has been used to simulate flow between the Indio Subbasin and the Salton Sea. For this Plan Update, the *2010 CVWMP Update* model input data were updated for 1997-2019, and some were modified including addition of Salton Sea bathymetry and use of Salton Sea elevations for 2009-2019 to account for Salton Sea level declines. As illustrated in Figure 7-20, inflows from Salton Sea have decreased since about 2005 and outflows to the sea have increased. Net groundwater outflow to the Sea first occurred in 2015. This is consistent with generally increasing groundwater levels after about 2010.

Groundwater elevation contour maps are provided in the Indio Subbasin Annual Reports for water years 2016-2017, 2017-2018, 2018-2019, and 2019-2020, roughly the period when groundwater outflows to the Salton Sea have exceeded inflows. For reference, the elevation of the Salton Sea has declined from about -235 to -238 feet msl over this period. Review of these maps (with a focus on the groundwater elevation contours closest to the Salton Sea) show the -200-foot contour crossing the shoreline in 2016-2017 and 2017-2018. In the successive two maps, the -200-foot contour is completely inland (as is the -220-foot contour) indicating that groundwater levels have risen. At the shoreline, current groundwater levels are mapped as about 18 feet above the current Salton Sea level. This differential would increase with Salton Sea level decline and with groundwater level rise.

In Chapter 7, *Numerical Model and Plan Scenarios*, Figure 7-14 shows the simulated groundwater elevations in 2020 for the shallow and deep aquifers. Consistent with the 2019-2020 measured data, the -200 foot and -220 foot contours in the shallow aquifer are inland of the shoreline and higher than the sea while the -200 foot contour for the deep aquifer crosses the shoreline, indicating upward groundwater flow. These modeled groundwater elevations indicate a minimal risk of saltwater intrusion.

Regular review of simulated groundwater elevations in the vicinity of the Salton Sea is warranted in addition to the data review and water budget modeling as part of the Annual Reports and 5-Year Updates. The nested wells provide real data on local groundwater quality from discrete depth zones, any of which could potentially be affected by seawater intrusion. Complementary to the local, zone-specific data is the modeling assessment of outflows and inflows, which provides a broad indicator of net potential for seawater intrusion for the Subbasin.

Similarly, the simulated groundwater elevations can be used as a general indicator of the relative risk of seawater intrusion along the shoreline. Such use of simulated groundwater levels is not a substitute for analysis of measured groundwater levels. However, it can be a reasonable, cost-effective indicator given the low potential for seawater intrusion, as evidenced by the net outflow of groundwater from the Subbasin to the Salton Sea and the lack of data indicating seawater intrusion.

In addition, Salton Sea water levels are currently decreasing, and the shoreline is retreating. Accordingly, the risk of seawater intrusion is declining. Review of any groundwater levels relative to the Salton Sea water levels will need to be monitored and evaluated regularly until the Salton Sea is stabilized.

## CHAPTER 10: MONITORING PROGRAM

The Indio Subbasin has been extensively monitored by the Groundwater Sustainability Agency (GSAs) for decades, guided by the primary objective to evaluate the effectiveness of water management programs and projects and to modify actions and plans based on factual data. This *Alternative Plan Update* continues and builds on the existing monitoring programs as presented in previous CVWMP documents and summarized in the Bridge Document (Indio Subbasin GSAs, 2016; see also summary in Chapter 2, *Plan Area*).

This chapter includes description of the monitoring network, methods and protocols for data collection, and development and maintenance of the data management system (DMS). The monitoring program has been assessed with reference to the sustainability goal and objectives, data gaps have been reviewed, and improvements have been identified for implementation.

### 10.1 Description of Monitoring Network

As summarized in the following sections, the Monitoring Network addresses groundwater levels, climate and hydrology, groundwater production, subsidence, water quality, and seawater intrusion.

Table 10-1 and the following text provide a summary of the monitoring network, which documents groundwater and related surface water and subsidence conditions, in terms of the type of measurement, monitoring site locations and spatial coverage, monitoring frequency, and involved agencies. In most cases, monitored data are compiled and summarized in Annual Reports; these data will also be used to update the *Alternative Plan Update* in 5 years.

Table 10-1 also documents other sources of data that are important input to the water budget analysis and to update of the numerical model. These include managed water supplies and deliveries, such as imported water deliveries, groundwater replenishment volumes, wastewater percolation and water recycling, and municipal water use. As shown, these are mostly metered, and the data are compiled monthly and documented in the Annual Report as part of the water budget analysis.



*The GSAs monitor groundwater levels and quality.*

**Table 10-1. Summary of the Monitoring Network**

Monitored Variable	Type of Measurement	Locations	Data Interval	Data Collection Agency	Database Storage Agency	Notes
<b>Groundwater Levels</b>						
Groundwater levels	Depth to water, feet	345 wells in Indio Subbasin	Quarterly to Semiannual	All GSAs	Indio GSAs	Protocols detailed in Section 10.2.2
<b>Climate and Hydrology</b>						
Rainfall	Rain gauge, daily total, inches	12 Riverside County stations	Daily	Riverside County Flood Control and Water Conservation District	Riverside County Flood Control and Water Conservation District	Download from web annually for annual water budget and model update
Reference ET (ET <sub>0</sub> )	Daily ET <sub>0</sub> , inches	4 CIMIS Stations	Daily	CA DWR, CIMIS program	CIMIS	Download from web
Stream flow	Daily average flow, cfs	19 active USGS gages	Daily/15 min interval	USGS	USGS	Download from web
Drain flows	cubic feet per second, cfs or total flow AF	27 sites	Monthly	CVWD	Indio GSAs	
<b>Groundwater Production</b>						
Agricultural	Metered monthly total pumping by well, if above threshold (above 25 AFY in CVWD and above 10 AFY in DWA)	Agricultural irrigation well locations	Monthly	CVWD, DWA	Indio GSAs	Pumping threshold is above 25 AFY in CVWD and above 10 AFY in DWA

Monitored Variable	Type of Measurement	Locations	Data Interval	Data Collection Agency	Database Storage Agency	Notes
Golf Course	Metered monthly total pumping by well if above threshold (above 25 AFY in CVWD and above 10 AFY in DWA)	Golf well locations	Monthly	CVWD, DWA	Indio GSAs	
Municipal	Metered monthly total pumping by well if above threshold (above 25 AFY in CVWD and above 10 AFY in DWA)	Municipal well locations	Monthly	Indio GSA	Indio GSAs	
Community Water Systems	Systems with pumping above threshold are metered (above 25 AFY in CVWD and above 10 AFY in DWA).	Community Water System wells with meters	Monthly	CVWD, DWA	Indio GSAs	
Other (e.g., private individual wells)	Metered groundwater use (above 25 AFY in CVWD and above 10 AFY in DWA)	Well locations	Monthly	CVWD, DWA	Indio GSAs	



Monitored Variable	Type of Measurement	Locations	Data Interval	Data Collection Agency	Database Storage Agency	Notes
<b>Subsidence</b>						
Subsidence	InSAR satellite mapping of ground displacement, and GSP Stations	California groundwater basins including Indio Subbasin	Displacement, 2015-2020, 2019-2020, Annual updated from DWR	DWR (InSAR)	DWR SGMA Data Portal	Download annually, smooth InSAR raster data sets (see Section 6.4.4.6), compare cumulative elevation change since 2015 against Minimum Threshold criterion.
Subsidence	USGS	Coachella Valley	2015-2023	USGS	USGS	Published report to be provided by USGS before June 30, 2025.
<b>Groundwater Quality</b>						
Indio Groundwater Quality Monitoring Program including monitoring for CV-SNMP	Specific conductance, TDS, N, and general minerals	Existing wells in Indio Subbasin (98 deep, 83 shallow, 6 perched) and 23 proposed well locations	Quarterly/Triannual	All GSAs and CV-SNMP Agencies	Indio GSAs/GAMA	Additional constituents; COCs
Compliance Monitoring - RWQCB	Varies depending on discharge order	WWTP, WRP, other regulated facilities	Various	All GSAs	SWRCB Geotracker database	Download data annually from Geotracker
Municipal systems	Specific conductance, TDS, N, and general minerals; Title 22	Municipal supply wells	Monthly	All GSAs	Indio GSAs	Water quality collected by GSAs and submitted to DDW

Monitored Variable	Type of Measurement	Locations	Data Interval	Data Collection Agency	Database Storage Agency	Notes
Rural ag/domestic wells; community water systems;	Specific conductance, N, and other constituents (depending on monitoring agency)	About 90 wells in Indio	Various	DDW, RWQCB, USGS, DWR, DPR	SWRCB GAMA database	Download data every three years from GAMA
<b>Other Water Budget Elements</b>						
Canal deliveries- All Uses	Metered water deliveries, AF	All points of delivery	Monthly	CVWD	Indio GSAs	
Surface Water Diversion	Volume diverted from tributary watersheds, AF	Whitewater River, Snow Creek, Falls Creek , and Chino Creek	Monthly	DWA	Indio GSAs	
Groundwater Replenishment	Reported as acre-feet per month	Whitewater, Thomas E Levy, Palm Desert GRFs	Monthly	CVWD, DWA	Indio GSAs	
Wastewater percolation ponds losses	WWTP effluent discharge, evaporation, percolation, AF	WWTPs	Monthly	CVWD, DWA	Indio GSAs	
Wastewater discharge to CVSC	AF	CVSC	Monthly	CVWD	Indio GSAs	
Recycled water use	Recycled water delivery, AF	CVWD DWA	Monthly	CVWD, DWA	Indio GSAs	
Municipal Water Use	Metered water use by use type (residential, commercial, industrial, etc.)	All water retailers	Monthly	All GSAs	Indio GSAs	
Crop Census	Land Use by crop type, acreage	CVWD	Trimester	CVWD	Indio GSAs	
Salton Sea Elevation		Salton Sea		USGS	USGS	

### 10.1.1 Groundwater Levels

As described in Chapter 2, *Plan Area*, the Indio Subbasin GSAs monitor groundwater levels in 345 wells as part of their respective groundwater level monitoring programs (Figure 2-11 shows the wells in the current monitoring network). As shown, 52 of these wells have been monitored by the Indio Subbasin GSAs and Mission Springs Water District (MSWD) as part of the California Statewide Groundwater Elevation Monitoring (CASGEM) program. As part of implementation, the GSAs will upload water levels for the Key Wells (see Chapter 9, *Sustainable Management*) to the Department of Water Resources (DWR) Monitoring Well Module and data will be publicly accessible.



*Monitoring well located at PD-GRF.*

#### 10.1.1.1 Spatial and Vertical Coverage

Locations of all wells monitored for groundwater levels are shown in Figure 2-11, while Figure 9-1 shows the Key Wells used to monitor groundwater levels with respect to the Minimum Thresholds established by the GSAs (see Chapter 9, *Sustainable Management*). The 57 Key Wells for groundwater levels are also listed in Table 9-1 with the respective Minimum Thresholds. The methodology used to select the Key Wells is described in Chapter 9, *Sustainable Management*.

The scientific rationale for inclusion of key wells in the overall GSAs groundwater level monitoring program has considered the following factors:

- Spatial distribution and density of wells, accounting for variable geographic conditions including topography, hydrology, geologic structures, aquifer characteristics, confined and unconfined conditions, pumping patterns, management activities (including replenishment), and potential impacts to beneficial uses/users
- Length, completeness, and reliability of historical groundwater level record
- Well depth and information on well construction
- Regular access to the well for measurements.

Wells in the Indio Subbasin groundwater level monitoring program have unique well information including a well identification number, an identified vertical reference point for measurements, and well completion report if available.

Well density has been a consideration in identifying new dedicated monitoring well sites and adding wells to the monitoring program. By way of comparison, DWR guidance (DWR, Dec 2016 BMP, Table 1) generally recommends between one to ten monitoring wells per 100 square miles. The Indio Subbasin program exceeds this guidance with an area of about 525 square miles and 2020 monitoring of more than 385 wells. More importantly, the Indio Subbasin monitoring program has been developed to account for the variable spatial factors listed above.

In the future, some wells may become unavailable for various reasons (e.g., loss of access). Consistent with ongoing practice, the GSAs will continue to assess the monitoring well network and find suitable replacements. Monitoring program improvements as part of the *Alternative Plan Update* (coordinated with the *Salt and Nutrient Management Plan* [SNMP]) include identification of additional existing wells for monitoring across the Subbasin and will include installing new dedicated monitoring wells. Most wells with known construction have long screened intervals and many are screened at depths greater than 300 feet below ground surface. Information on vertical groundwater gradients is available from nested wells, from comparison of deep wells with nearby relatively shallow monitoring wells, and from observation of artesian conditions. Available data have allowed identification of perched, shallow, and deep aquifer zones in the East Valley (see Chapter 3, *Hydrogeologic Conceptual Model*). Planning is underway to install additional monitoring wells representing the perched and shallow zones; this is a collaborative effort of the Alternative Plan and CV-SNMP (see Section 10.1.5).

#### **10.1.1.2 Monitoring Frequency**

Sustainable Groundwater Management Act (SGMA) and the California Statewide Groundwater Elevation Monitoring Program (CASGEM program) require collection of static groundwater elevation measurements at least two times per year to represent seasonal low and seasonal high groundwater conditions. The GSAs in the Indio Subbasin generally provide groundwater level data at least three times a year (with more frequent monitoring at some locations), which is more frequent than recommended and has allowed tracking of seasonal and long-term trends.

#### **10.1.1.3 Climate, Streamflow, and Drain Flow**

As summarized in Chapter 2, *Plan Area*, and Table 10-1, the Indio Subbasin Monitoring Program provides information on climate (rainfall and evapotranspiration), streamflow, and drain flows.

#### **10.1.1.4 Climate**

Climate data (including temperature, evapotranspiration, and precipitation) are available from DWR's California Irrigation Management Information System (CIMIS) for four active CIMIS stations (see Figure 2-9 for spatial distribution). Precipitation data are collected by the 12 Riverside County Flood Control and Water Conservation District precipitation monitoring stations, also shown in Figure 2-9. In addition, temperature and precipitation data are available from the National Oceanic and Atmospheric Administration (NOAA) station in Indio. As noted in Table 10-1, daily climate data are downloaded and compiled for the Annual Report. Data are used to support groundwater conditions characterization and evaluation of irrigation water demands (agricultural and golf course).

#### **10.1.1.5 Streamflow**

Streamflow is measured by the United States Geological Survey (USGS) at 19 locations within the Indio Subbasin, also shown in Figure 2-9. Surface water diversions by Desert Water Agency (DWA) from Snow, Falls, White Water, and Chino watersheds are measured by DWA. Daily streamflow data are downloaded and compiled annually as part of the Indio Subbasin Annual Reports.

#### **10.1.1.6 Drain Flow**

The Coachella Valley Stormwater Channel and associated drains (see Figure 2-5) receive intercepted shallow groundwater from agricultural fields and convey the flow to the Salton Sea. CVWD measures drain flows (volumetric meters or flow in cubic feet per second) on a monthly basis at as many as 27 drain

sites (depending on occurrence of flow) plus monitoring of the CVSC. A USGS gage station measures flow in the lower CVSC near the Salton Sea (see Figure 2-9). The CVSC and portions of the drain system receive not only shallow groundwater but also flows of Coachella Canal water in excess of requested deliveries (regulatory water), treated wastewater, and fish farm effluent. The drain flow data are used in tracking groundwater outflow and in calibrating the numerical groundwater flow model.

### 10.1.2 Groundwater Production

CVWD and DWA have been monitoring (assessing) groundwater production in the Areas of Benefit (AOBs) making up the West Whitewater River Subbasin Management Area since 1982 and the East Whitewater River Subbasin AOB since 2005. As defined in the Water Code, Assessable Production excludes groundwater production from Minimal pumpers who extract 25 acre-feet per year (AFY) or less within CVWD's AOBs and 10 AFY or less within DWA's AOB. While Water Code Section 31635.5 exempts Minimal pumpers and production reporting requirements for CVWD, the GSAs may consider lowering the threshold for



*CVWD and DWA have been monitoring (assessing) groundwater production since 1982.*

reporting groundwater production as provided by SGMA authorities (Water Code Section 10725.8) excepting de minimis extractors (extracting two AFY or less per year for domestic purposes).

Groundwater extractors with production above the thresholds of 25 AFY within CVWD's replenishment program areas and 10 AFY within DWA's replenishment program area are required to install a water use measuring device (i.e., a meter). CVWD encourages well owners to allow CVWD to read their meters directly through metering agreements. However, the groundwater producer can choose to self-report groundwater use totals, if needed. The CVWD groundwater production data set is audited two times a year and summarized as part of the SGMA *Annual Report* and the annual *Engineer's Report*. DWA also audits its groundwater production data as part of the *Annual Report* and their *Engineer's Report*.

Figure 2-13 illustrates the groundwater production across the Subbasin for Water Year (WY) 2018-2019. CVWD and DWA will continue to collect data for all groundwater wells with pumping above the applicable thresholds. As indicated in Chapter 12, *Plan Evaluation and Implementation*, the planned Subbasin Well Inventory project will identify and compile information about all production wells in the Subbasin. Resulting knowledge of existing wells will allow refinement of pumping estimates for wells that are not metered.

### 10.1.3 Subsidence

Land subsidence, resulting from groundwater level declines and aquifer system compaction, has been a concern in the Coachella Valley since the mid-1990s and has been investigated since 1996 through an ongoing cooperative program between CVWD and the USGS (Sneed and Brandt, 2020). The USGS has applied satellite-based Global Positioning System (GPS) surveying techniques to determine the location, extent, and magnitude of the vertical land-surface changes in the Coachella Valley. These surveying techniques

include GNSS-Inferred Positioning System and Orbit Analysis Simulation Software (GIPSY-OASIS) and interferometric synthetic aperture radar (InSAR) methods. In addition to areal mapping of vertical changes in land surface elevation, GPS measurements have also been taken at 24 geodetic monuments that have been paired with nearby water level monitoring wells to assess relationships between subsidence and groundwater level change. Results of USGS studies are summarized in Chapter 4, *Current and Historical Groundwater Conditions*.

The USGS has provided data and analyses through a series of published reports that have addressed conditions from 1993 to 2017 (e.g., Sneed and Brandt, 2013; Sneed and Brandt, 2020). The partnership with USGS is continuing. For the Indio Subbasin, the objectives of the study (October 1, 2021, through June 30, 2025) are to (1) detect and quantify land subsidence using GPS methods (2015–22) and InSAR methods (2017–23) and (2) evaluate the relation between changes in land-surface elevation and groundwater levels at selected sites during 2015–23. USGS also will analyze DWR-provided InSAR results to compute changes in land-surface elevation in the Indio Subbasin during 2017–23. Findings will be published in a report in 2025.

In addition, DWR provides InSAR satellite-based data and GPS data to identify and assess land subsidence across many California groundwater basins, including the Indio Subbasin. The data are available through DWR's SGMA Data Portal (see Table 10-1). As available, these data will be downloaded and reviewed annually to detect significant changes in land surface elevation. The utility of annual review will be re-evaluated at the next 5-Year Update, at which time the next USGS Report will be available.

#### **10.1.3.1 Spatial Coverage**

The satellite-based mapping provided by USGS (for example, see Figure 4-10) provides Subbasin-wide information on subsidence. In addition, Figure 2-10 shows the current network of GPS stations in the valley used by USGS. InSAR mapping for the entire Indio Subbasin is also available for download from the DWR Sustainable Groundwater Management Act (SGMA) portal.

#### **10.1.3.2 Monitoring Frequency**

The Monitoring Program will involve annual download and review of InSAR data from the DWR SGMA portal with analysis for any signs (rate and extent) of significant cumulative subsidence. The USGS report will be available for the next 5-Year Update.

#### **10.1.4 Water Quality**

Existing water quality monitoring programs for Indio Subbasin GSAs are summarized in Chapter 2, *Plan Area*, while Chapter 8, *Regulatory and Policy Issues*, includes discussion of various water quality topics and regulatory-driven water quality monitoring programs. As indicated in Chapter 8, *Regulatory and Policy Issues*, surface water and groundwater quality monitoring programs are conducted by various agencies for multiple purposes. These address local surface water, imported water sources, groundwater, recycled water, wastewater discharges, and agricultural drain water with sampling and analysis for different physical parameters, inorganic and organic chemical constituents, and/or microbiological organisms. While being conducted beyond the scope of the *Alternative Plan Update*, these programs represent sources of information to better understand groundwater quality conditions and trends in Indio Subbasin.

#### 10.1.4.1 Water Quality Monitoring and Data Compilation

Multiple sources of water quality information are being compiled into the centralized DMS (See Chapter 12, *Plan Evaluation and Implementation*). As described in Chapter 4, *Current and Historical Groundwater Conditions*, this *Alternative Plan Update* has included compilation into a single database of groundwater quality data from various sources including the USGS National Water Information System and the SWRCB website and from each GSA. The GSAs conduct groundwater quality monitoring, as summarized below:

- **CVWD**—CVWD monitors domestic wells to monitor recharge areas, conducts special studies to address a specific parameter (such as hexavalent chromium) or a specific area, and conducts Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) monitoring
- **CWA**—CWA monitors its domestic wells and conducts CV-SNMP monitoring
- **DWA**—DWA monitors its domestic wells, monitors for State emerging contaminants (e.g., per- and polyfluoroalkyl substances [PFASs]), and conducts CV-SNMP monitoring
- **IWA**—IWA monitors its domestic wells and conducts CV-SNMP monitoring

Figure 2-12 shows the spatial distribution of the wells with available water quality data used in this *Alternative Plan Update*. Chapter 4, *Current and Historical Groundwater Conditions*, provides the documentation and analysis of the groundwater quality data for multiple constituents of concern including salinity (total dissolved solids [TDS]), nitrate, arsenic, hexavalent chromium, uranium, fluoride, perchlorate, and dibromochloropropane (DBCP). This water quality data compilation included collection of water quality data not only for groundwater but also imported water sources, recycled water, and wastewater discharges for the period 1990 through 2019.

An additional source of relevant water quality data is from the agricultural drain system (see Figure 2-5) that intercepts shallow subsurface flow from agricultural fields in the East Valley. Drain flows are monitored for water quality at 27 drain outlets for general minerals and metals annually and for field pH, temperature, EC, and TDS semi-annually.

As discussed in Chapter 2, *Plan Area* and Chapter 8, *Regulatory and Policy Issues*, the SNMP for the Coachella Valley Groundwater Basin (CV-SNMP) was restarted in 2020. The CV-SNMP Groundwater Monitoring Workplan, included in Appendix 2-A, recommended a CV-SNMP monitoring network to include 187 existing wells with the suggested addition of 23 new wells. This *Alternative Plan Update* includes a focused effort to install additional monitoring wells, including application to DWR's Technical Support Services (TSS) program for assistance in installing the monitoring wells.

The CV-SNMP agencies plan to monitor network wells at a minimum of once per 3 years, although many are monitored more frequently as part of other programs. The CV-SNMP Development Workplan, also included in Appendix 2-A, suggests a focused analyte list including TDS, nitrate, major cations, major anions, and total Alkalinity. CVWD and other GSAs also plan to add the identified constituents of concern (COCs) to this monitoring network to help meet the objectives of the Alternative Plan.

#### 10.1.4.2 Spatial and Vertical Coverage

Figure 2-12 shows the spatial distribution of wells used in this *Alternative Plan Update* for groundwater quality characterization and mapping. The existing water quality monitoring programs provide adequate spatial coverage. The planned CV-SNMP monitoring network will provide very good coverage for TDS and nitrate monitoring, with potential extension to other constituents of interest.

Water quality concentrations vary with depth depending on constituent. As shown in Chapter 4, *Current and Historical Groundwater Conditions*, general variations can be documented but depth-specific data generally are limited due to current lack of shallow wells. The construction details for some wells are unknown, and most wells with known construction data are screened at depths greater than 300 feet. Exceptions include the monitoring wells that have been sited and designed to monitor GRFs and WRPs, and the two sets of nested wells near the Salton Sea. Planned monitoring network improvements as part of the CV-SNMP include installation of 6 new monitoring wells in the perched aquifer and 17 new wells in the shallow aquifer.

The scientific rationale for selection of wells used in this *Alternative Plan Update* has included:

- Areal distribution across Indio Subbasin
- Length, completeness, and reliability of historical record
- Regular access to the well for sampling
- Well depth, with specific information on well construction preferred.

The water quality program relies heavily on existing municipal wells and existing monitoring programs. Dedicated monitoring wells could be designed to meet requirements and address gaps not only in the water level monitoring program, but also the water quality monitoring program.

#### 10.1.4.3 Temporal Coverage and Monitoring Frequency

Groundwater quality data in the database compiled for the *Alternative Plan Update* extend back to 1971. Wells are sampled with a range of frequencies; community water systems and municipal wells are generally sampled triennially for general constituents, but as often as annually for nitrate and quarterly for total coliform bacteria. Agricultural drains are sampled annually or at a higher frequency. The GSAs audit their groundwater quality monitoring programs to ensure that monitoring frequency is adequate.

#### 10.1.5 Seawater Intrusion

The general monitoring of groundwater levels and quality is relevant to monitoring the potential for saline water intrusion from the Salton Sea. As described in Chapter 4, *Current and Historical Groundwater Conditions*, saline water intrusion is monitored specifically through two sets of dedicated nested monitoring wells, as summarized below in Table 10-2.

Locations of these CVWD monitoring wells are shown on Figure 2-12. One set of four wells is located about 2.1 miles north of the Salton Sea and the other set of four wells is about one mile west of the Salton Sea and north of Oasis. These are monitored for changes in groundwater levels and quality, both of which can be used as potential indicators of saline intrusion.

In addition, the groundwater flow model has been used to simulate flow between the Indio Subbasin and the Salton Sea. The relationship of simulated and observed groundwater elevations to the changing level of the Salton Sea is discussed in Chapter 7, *Numerical Model and Plan Scenarios*, and Chapter 9, *Sustainable Management*.



**Table 10-2. Summary of Salton Sea Nested Monitoring Wells**

SWN	Nickname	Latitude	Longitude	Depth of Well Perforations, feet bgs	
				Top	Bottom
07S09E30R04S	CVWD Ruth	33.52633	-116.08	350	390
07S09E30R03S	CVWD Peggy	33.52633	-116.08	730	770
07S09E30R02S	CVWD Sherrie	33.52633	-116.08	1,220	1,260
07S09E30R01S	CVWD Bernadine	33.52633	-116.08	1,430	1,470
08S09E07N01S	CVWD Dave	33.48447	-116.095	420	480
08S09E07N02S	CVWD Rosie	33.48447	-116.095	720	780
08S09E07N03S	CVWD Gracie	33.48447	-116.095	1,034	1,094
08S09E07N04S	CVWD Richard	33.48447	-116.095	1,315	1,375

## 10.2 Field Methods for Monitoring Well Data

### 10.2.1 Protocols for Data Collection and Monitoring

This section focuses on groundwater level monitoring and groundwater quality sampling by Indio Subbasin GSAs. Other data (e.g., climate, streamflow, subsidence) are measured mostly by other agencies (e.g., USGS). Groundwater production is metered, as described in Section 10.1.3.

This section describes general procedures for documenting wells in the monitoring program and for collecting consistent high quality groundwater elevation and groundwater quality data. In general, the methods for establishing location coordinates (and reference point elevations for elevation monitoring) follow the data and reporting standards described in the SGMA Regulations (Section 352.4), CVWD Monitoring Plans, and the guidelines presented by USGS Groundwater Technical Procedures. These procedures are summarized below.

Background data for each monitoring well is required for its inclusion in the monitoring program. These data are generally available for wells in the network described on Table 10-1. As part of Annual Report preparation, location and elevation data are acquired where missing, revised if conditions at a monitored well change, and added when new wells are brought into the program. The methods for acquiring these data follow:

- Location coordinates will be surveyed with a survey grade GPS. The coordinates will be in Latitude/Longitude decimal degrees and reference datum noted.
- Reference point elevations will also be surveyed with a survey grade GPS with elevation accuracy of approximately 0.5 feet. During surveying, the elevations of the reference point and ground surface near the well will be measured to the nearest 0.5 foot. All elevation measurements will reference NAVD88 vertical datum. This will involve some re-surveying of well reference points that are based on an earlier datum.

### 10.2.2 Field Methods for Groundwater Elevation Monitoring

Reference points and ground surface elevations are documented as described above prior to groundwater elevation monitoring in the field. Field methods for collection of depth-to-water measurements are described below:

1. Measurements in all wells will be collected within a consistent period.
2. Active production wells should be turned off prior to collecting a depth to water measurement.
3. Each agency should follow their standard operating procedure and ensure the well has been off for an adequate period before a static measurement is taken (24 hours, when possible).
4. To verify that the wells are ready for measurement, GSA staff will coordinate with well operators and/or owners as necessary.
5. Coordination with well operators/owners should occur approximately three days prior to the expected measurement date. For municipal wells less lead time may be needed.
6. Depth-to-groundwater measurements are collected by either electric sounding tape (Solinst or Powers type sounders) or by steel tape methods. These depth-to-water measurement methods are described in DWR's *Groundwater Elevation Monitoring Guidelines* (DWR, 2010). Depth to groundwater will be measured and reported in feet to at least 0.1 foot.

### 10.2.3 Field Methods for Groundwater Quality Monitoring

Groundwater sampling is conducted by trained professionals from the GSAs. Sampling follows standard monitoring well sampling guidelines such as those presented in the National Field Manual for the Collection of Water-Quality Data (USGS, 2012) and/or EPA Groundwater Sampling Operating procedure (SESDROPC-301-R4, 2017).

Generally, the wells have been pumped prior to sample collection, or are purged. Purging is conducted until field instruments indicate that water quality parameters (pH, specific conductance, and temperature) have stabilized, and turbidity measurements are below five Nephelometric Turbidity Unit (NTUs). Wells are typically purged a minimum volume equal to three times the well casing and parameters are monitored until stable conditions are reached. The pumping or purging demonstrates that the sample collected is representative of formation water and not stagnant water in the well casing or well filter pack. For groundwater,



*CVWD collects water quality data at wells and distribution system sites.*

field temperature and conductivity are recorded while the well is being purged to ensure that physical parameters have stabilized before collecting a sample. All groundwater samples are collected in laboratory-supplied, pre-labeled containers and include prescribed preservatives.

All field measurements, if collected, are recorded in a field logbook or worksheets and the sample containers are labeled correctly and recorded on the chain-of-custody form. The applicable chain-of-custody sections are completed and forwarded with the samples to the laboratory. Upon receipt of the samples at the laboratory, laboratory personnel complete the chain-of-custody and a copy of the chain of custody is given back to the sampler.

QA/QC assessment of field sampling includes use of field blanks when required for specific parameters. Field blanks identify sample contamination that is associated with the field environment and sample handling. These samples are prepared in the field by filling the appropriate sample containers with the distilled water used for cleaning and decontamination of all field equipment. One field blank per sampling event is collected.

Samples are analyzed in a certified laboratory that has a documented analytical QA/QC program including procedures to reduce variability and errors, identify and correct measurement problems, and provide a statistical measure of data quality. The laboratory conducts all QA/QC procedures in accordance with its QA/QC program. All QA/QC data are reported in the laboratory analytical report, including: the method, equipment, and analytical detection limits, the recovery rates, an explanation for any recovery rates that are outside of method specific limits, the results of equipment and method blanks, the results of spiked and surrogate samples, the frequency of quality control analysis, and the name of the person(s) performing the analyses. Sample results are reported unadjusted for blank results or spike recovery.



*Water quality samples are analyzed in a certified laboratory.*

### **10.3 Data Management System (DMS)**

Indio GSAs have been collecting and compiling groundwater data annually including water levels, water quality, and water use for the Annual Report. These data, and other data from the GSAs and other sources, are being compiled in relational databases, which comprise an Access database, GIS geodatabase, and Excel workbooks. These have capabilities for queries to quickly check and summarize data. As part of the *Alternative Plan Update*, the data management system has been redesigned to be practicable, usable, intuitive, and cost effective. The relational database includes easy-to-update tables and reports that assist in data analysis and sustainability goals. These tables include groundwater elevations, water quality, groundwater pumping, direct deliveries of imported water, and well locations. The geodatabase contains spatial files including jurisdictional areas, basin boundaries, monitoring locations, crop censuses, groundwater contours (elevation and quality), geology, and hydrologic features.

The DMS will be updated annually as part of the annual report. In addition, a full review and update will be conducted during the Alternative Plan 5-year update.

#### 10.4 Assessment and Improvement of Monitoring Program

The Bridge Document summarized the status of previously recommended monitoring and reporting improvements and also presented monitoring data gaps. These are summarized below along with brief updates.

- Surface water flow data to estimate potential yield from stormwater capture projects. Stormwater capture, as a category of projects, is currently deferred. This reflects that significant local runoff already is captured cost-effectively at existing facilities (e.g., WWR-GRF, debris basins, West Valley unlined channels) or is integrated into flood control projects.
- Uniform reporting of urban water use by user class to track water conservation efforts. While uniformity among agencies may not be generally feasible, CVWD has improved its reporting by meter class (user type) and continues to make improvements as needed. Other GSAs also continue to maintain and replace meters, as needed.
- Groundwater production data for wells in the East Valley, especially agricultural wells. CVWD has addressed groundwater production reporting for entities producing more than 25 afy.
- Lack of a centralized groundwater database that allows all water agencies to share data. At this time, development of the DMS is underway and is a major focus. As summarized in Section 10.3, data on groundwater levels, water quality, and wells are being compiled and entered into the DMS.
- Non-uniform coverage of water quality data. Coverage of water quality data is being addressed through various efforts, such as the compilation of water quality data, data analysis and documentation of groundwater quality in Chapter 4, *Current and Historical Groundwater Conditions*. As described in Section 10.1.5.1, a major effort is development of the CV-SNMP Monitoring Workplan to include 187 existing wells with planned installation of 23 new monitoring wells. As part of this *Alternative Plan Update*, the GSAs are moving ahead with options to fund the new monitoring wells, including application to DWR's Technical Support Services program.

Other monitoring improvements are part of *Alternative Plan Update* implementation and will be reviewed and updated for each 5-year assessment.

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## CHAPTER 11: PROJECTS AND MANAGEMENT ACTIONS

Maintaining sustainability in the Indio Subbasin will require implementation of projects and management actions to offset forecasted increases in water demands. Water management elements included in this *Alternative Plan Update* to help maintain sustainability consist of water conservation measures, acquisition of additional water sources, source substitution and replenishment programs, water quality improvements, and other studies and programs.

### 11.1 Project Selection and Implementation

The Groundwater Sustainability Agencies (GSAs) have evaluated a range of potential projects and management actions (PMAs) to help maintain sustainability. This section summarizes the process used to select the PMAs for inclusion in this *Alternative Plan Update*, as well as the entities responsible for implementing these activities.

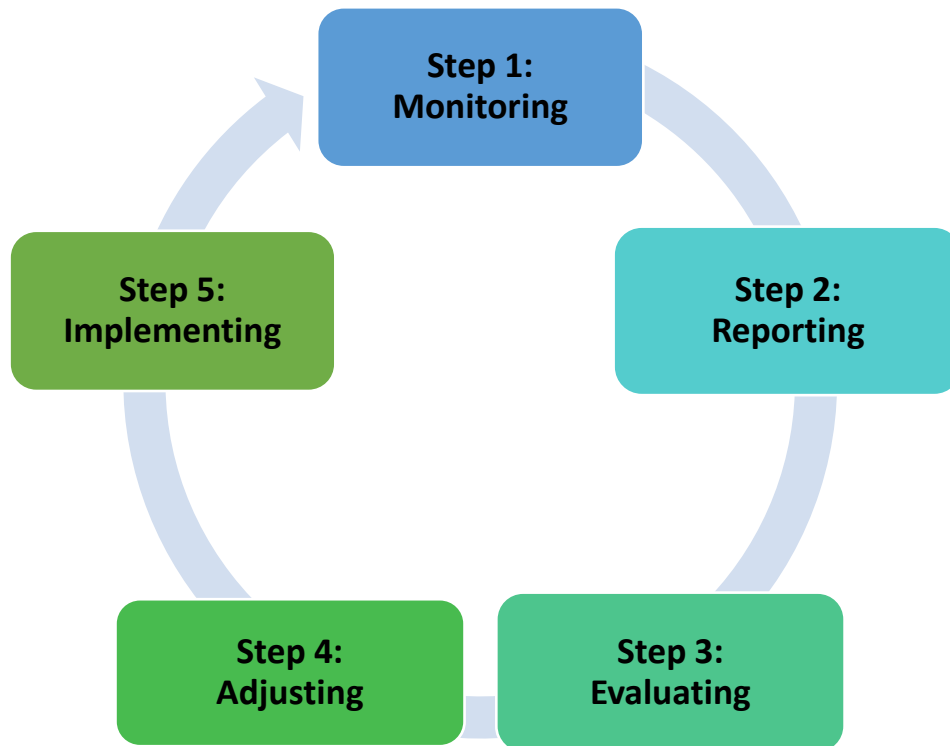
#### 11.1.1 Adaptive Management

The preceding chapters of this *Alternative Plan Update* have documented the success of the Coachella Valley's water management strategies. Expectations for population growth have changed since the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (CVWD, 2012) and resulted in a corresponding reduction in the projected urban development of agricultural and vacant land in the Coachella Valley. At the same time, the reliability of imported water supply from the State Water Project (SWP) has declined due to a combination of drought, climate change, and legal and environmental restrictions in the Sacramento-San Joaquin Delta (Delta). Uncertainty associated with forecasted water demands and anticipated conservation legislation, coupled with climate change and supply constraints, means that the GSAs need flexibility in determining what PMAs to implement in order to maintain a balanced Indio Subbasin and avoid significant and unreasonable undesirable results. This *Alternative Plan Update* incorporates a flexible and adaptive approach to water resources management that will allow the GSAs to adjust the implementation strategy.

The Plan Scenarios evaluated in Chapter 7, *Numerical Model and Plan Scenarios*, simulate a range of potential conditions to ensure that forecasted demands can be met, while sustainably managing groundwater resources. In each of the Plan Scenarios, a different suite of projected water supplies and PMAs is identified. The actual selection of PMAs for implementation by the Subbasin GSAs throughout the planning horizon will depend on how the various demand and supply uncertainties identified in this Plan play out. The selection and implementation of PMAs will be adaptively managed by the GSAs.

The process is cyclical and depends on the outcomes of the Plan implementation activities outlined in Chapter 12, *Plan Evaluation and Implementation*. These Plan implementation activities include ongoing monitoring, annual reporting on the state of the Subbasin, and 5-year updates including application of the numerical model to evaluate potential future scenarios. Adaptive management involves five steps: monitoring, reporting, evaluating, adjusting, and implementing (see Figure 11-1 below). The Plan implementation actions – primarily ongoing monitoring and reporting through the Annual Reports – work to direct the GSAs selection and implementation of PMAs, based on the monitoring outcomes as compared with this Plan's thresholds. This adaptive management approach also allows the GSAs to adapt to changing conditions and delay or defer PMAs if no longer needed.

Figure 11-1. Adaptive Management Cycle for PMA Implementation



Following is a description of each step in the adaptive management cycle:

1. **Step 1: Monitoring.** The GSAs will continue their ongoing monitoring programs as outlined in Chapter 10, *Monitoring Program*, to assess groundwater levels; climate, streamflow, and drain flow; groundwater production; subsidence; water quality; and seawater intrusion.
2. **Step 2: Reporting.** The GSAs will use the monitoring data to track and report conditions for the applicable sustainability indicators discussed in Chapter 9, *Sustainable Management*. If the monitoring data shows negative changes in groundwater condition, the GSAs will move to Step 3.
3. **Step 3: Evaluating.** If any negative trend is observed, the GSAs will conduct an evaluation to determine whether it is a locally driven change in conditions, such as a change in local land use or pumping patterns, or whether it represents a long-term, regional change in conditions. The evaluation will include steps such as analyzing pumping, well logs, land use changes, well permit records, imported water deliveries, or climate/precipitation data to determine if any recent changes occurred that may have affected monitoring results.
4. **Step 4: Adjusting.** To address a long-term regional trend that may cause undesirable results, the GSAs may need to adjust the projects, programs, and activities that are being implemented to manage the Subbasin. Each of the GSAs will select the PMAs within their respective jurisdiction; regional programs may be developed and implemented under the MOU (if amended). Any changes to projects, programs, and activities would then be captured within the 5-Year Plan Update described in Chapter 12, *Plan Evaluation and Implementation*.
5. **Step 5: Implementing.** Following selection of proposed or refined PMAs that respond to identified trends, monitoring and management practices will be implemented to reflect the new activities.

6. **Return to Step 1: Monitoring.** Ongoing monitoring data will then be used to assess the results of PMA implementation and if/how conditions change. If monitoring indicates that conditions have been restored to acceptable conditions (i.e., well above the minimum threshold), implementation of the PMAs will be deemed successful. If the exceedance is not addressed, the GSAs will identify and implement additional PMAs to avoid undesirable results.

### 11.1.2 Project Identification

A variety of PMAs are planned to be implemented over the planning horizon (to 2045) to achieve sustainability in the Subbasin. Projects were identified by the GSAs through a several-month process involving the GSAs, the general public, and interested stakeholders. The GSAs began by reviewing and updating the projects identified in the *2010 CVWMP Update* to determine which had been successfully implemented and could be removed, which could be carried out in the *Alternative Plan Update* planning horizon, and which projects to defer, while also identifying new projects to add that have been developed since the *2010 CVWMP Update*. Project information was compiled into a draft list that was discussed and presented during the SGMA Tribal Workgroup and Public Workshops held on March 3, 2020. The project selection process included review and input from the GSAs and stakeholders, which was used to refine the project list for inclusion in the Plan. This project list was created on the basis of priorities identified by the GSAs and stakeholders.

### 11.1.3 Project Implementation

The PMAs contained herein will be administered by the GSA project proponents. The GSAs may elect to implement projects individually or jointly with one or more GSAs and/or other project partners, as appropriate. The GSAs will individually consider the demand forecast in Chapter 5, *Demand Projections*; the overall Subbasin water budgets in Chapter 7, *Numerical Model and Plan Scenarios*; and the needs of the different management areas described in Chapter 2, *Plan Area*. The Annual Reports outlined in Chapter 12, *Plan Evaluation and Implementation*, will allow the GSAs to evaluate their cumulative progress toward maintaining, protecting, and improving Subbasin conditions.

## 11.2 List of Projects and Management Actions

The GSAs reviewed and refined the multiple projects, programs, and activities in the *2010 CVWMP Update* to help the Subbasin maintain sustainability and achieve plan goals. The *Alternative Plan Update* includes a final list of 30 possible PMAs representing a wide variety of activities by the four GSAs. Projects are classified into four categories based on project benefits: water conservation, water supply development, source substitution and replenishment, and water quality protection. Deferred projects, listed in Section 11.7, are those that do not meet the Subbasin's immediate needs or are currently unfeasible and may be revisited in the future. The categorized projects are shown in Figure 11-2. This project list contains a mix of planned and conceptual projects. Planned projects are those that are in the planning or design stages and will be implemented in the near future or as funding becomes available. Conceptual projects are in the planning, design, and funding stages and will be implemented later in the planning horizon.



Figure 11-2. Categorized Projects and Management Actions

Water Conservation	Water Supply Development	Source Substitution & Replenishment	Water Quality Protection
<ul style="list-style-type: none"> <li>•PMA 1: Urban Water Conservation</li> <li>•PMA 2: Golf Water Conservation</li> <li>•PMA 3: Agricultural Water Conservation</li> </ul>	<ul style="list-style-type: none"> <li>•PMA 4: Increased Surface Water Diversion</li> <li>•PMA 5: Delta Conveyance Facility</li> <li>•PMA 6: Lake Perris Seepage</li> <li>•PMA 7: Sites Reservoir</li> <li>•PMA 8: Future Supplemental Water Acquisitions</li> <li>•PMA 9: EVRA Potable Reuse</li> </ul>	<ul style="list-style-type: none"> <li>•PMA 10: Mid-Valley Pipeline Direct Customers</li> <li>•PMA 11: Mid-Canal Storage Project</li> <li>•PMA 12: East Golf Expansion</li> <li>•PMA 13: Oasis Distribution System</li> <li>•PMA 14: WRP-10 Recycled Water Delivery</li> <li>•PMA 15: Tertiary Expansion</li> <li>•PMA 16: Canal Water Pump Station Upgrade</li> <li>•PMA 17: WRP-7 Recycled Water Delivery</li> <li>•PMA 18: WRP-4 Tertiary Expansion &amp; Delivery</li> <li>•PMA 19: DWA WRP Recycled Water Delivery</li> <li>•PMA 20: PD-GRF Phase 2 Expansion</li> <li>•PMA 21: TEL-GRF Expansion</li> <li>•PMA 22: WWR-GRF Operation</li> </ul>	<ul style="list-style-type: none"> <li>•PMA 23: Eliminate Wastewater Percolation</li> <li>•PMA 24: Wellhead Treatment</li> <li>•PMA 25: Small Water System Consolidations</li> <li>•PMA 26: Septic to Sewer Conversions</li> <li>•PMA 27: Implement CV-SNMP Groundwater Monitoring Program Workplan</li> <li>•PMA 28: Implement CV-SNMP Development Workplan</li> <li>•PMA 29: Colorado River Salinity Forum</li> <li>•PMA 30: Source Water Protection</li> </ul>

The following sections provide project descriptions for the projects included in the *Alternative Plan Update* grouped by project category.

### 11.3 Water Conservation

Water conservation is a major component of overall water management in the Indio Subbasin. As a desert community reliant upon imported water supplies, the Coachella Valley has and will continue to use its water resources efficiently. The *2010 CVWMP Update* included water conservation efforts for agriculture, urban, and landscaping water demands, and the GSAs continue to expand and strengthen water conservation programs not only through the *Alternative Plan Update*, but also through other efforts, such as the Coachella Valley Regional Water Management Group (CVRWVG) and the *2020 Coachella Valley Regional Urban Water Management Plan (2020 RUWMP)* (CVWD, et al, 2021a).

Water conservation is also a requirement of the California Water Code (CWC) and legislation such as the Water Conservation Act of 2009 (Senate Bill [SB]x7-7) and the 2018 water conservation legislation. This section summarizes water conservation policies and the existing urban, agricultural, and golf course water conservation activities in the Coachella Valley, as well as potential water conservation implementation strategies. Consistent with Plan objectives, the *Alternative Plan Update* achieves a level of water use reduction consistent with applicable State law without causing dramatic lifestyle changes on the part of those conserving.

#### 11.3.1 California Water Conservation Laws and Policies

Urban water use is expected to grow significantly in the future as development occurs. CVWD, DWA, CWA, and IWA are implementing several on-going water conservation programs for both large landscape customers and residential customers. They are also working with local governments and developers to reduce water use in new developments and are partnering with large water users, such as schools, to improve water efficiency and reduce groundwater pumping. California law also establishes multiple policies regarding water conservation. Legislation and policies driving these urban conservation measures are detailed below.

1. **Water Conservation in Landscaping Act.** The Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird) required cities and counties to adopt water conservation ordinances by January 1, 2010. In accordance with the law, the California Department of Water Resources (DWR) prepared an updated Model Water Efficient Landscape Ordinance (MWEL0). For all cities and counties that do not adopt their own conservation ordinances, DWR's updated MWEL0 would apply within their jurisdiction by January 1, 2010.
2. **California Urban Water Conservation Council Memorandum of Understanding (MOU)/California Water Efficiency Partnership.** In addition to state law requirements, water agencies and public interest groups formed the California Urban Water Conservation Council (CUWCC) in 1991 (CUWCC, 1991). As the State's water conservation landscape began to change in response to the State's historic drought, the CUWCC voted to allow the organization to end and be replaced with the California Water Efficiency Partnership (CalWEP) in 2017. CalWEP set forth eight long-term objectives in its *Strategic Plan* (most recently updated in 2021) to provide leadership and expertise on California water issues, challenges, and opportunities within a collaborative network (CalWEP, 2021).

3. **California 2008 Water Conservation Plan and SBx7-7.** The Water Conservation Act was passed in 2009, and the final 20x2020 Water Conservation Plan was released in February 2010 (SWRCB, 2010). As part of the comprehensive Water Conservation Act of 2009, SBx7-7 mandates California urban water agencies achieve a 10 percent reduction in urban per capita water demand statewide by 2015 and a 20 percent reduction by 2020. Water use reductions are compared on a per capita basis to a 10-year baseline period. As reported in the *2020 RUWMP*, the RUWMP participating agencies met the target water use reduction by 2020 (CVWD, 2021a).
4. **2018 Water Conservation Legislation.** As the effects of climate change become more apparent and in response to the State’s historic 2012-2016 drought, the State recognized that more stringent water conservation legislation needed to be implemented. California signed the Water Conservation Legislation into law in 2018, effectively reorganizing and strengthening the conservation and reporting requirements for the drought emergency, mandating water-use reductions, and making “water conservation a way of life” on a permanent basis. Together, Assembly Bill 1668 (Friedman) and SB 606 (Hertzberg) lay out a new long-term water conservation framework, which involves developing new standards for indoor residential water use, outdoor residential water use, commercial, industrial, and institutional (CII) water use for landscape irrigation, and water loss. Urban water suppliers will be required to stay within annual water use objectives, as determined by the State. DWR is currently in the process of conducting numerous studies and investigations, along with development of standards, guidelines, performance measures, data platforms, and recommendations for adoption by the State Water Resources Control Board (SWRCB). New water conservation regulations are anticipated as a result of this 2018 legislation, which will be relevant to the GSAs within the planning horizon.

The following sections describe existing urban, agricultural and golf course water conservation activities as well as potential water conservation implementation strategies consistent with legislation and policies driving the conservation measures.

#### 11.3.1.1 PMA 1: Urban Water Conservation

For the past three decades, water purveyors have placed a significant focus on urban water conservation as a way of life to address the increasing water demands due to population growth and economic development in the Coachella Valley. Local urban water conservation programs began as early as 1988. The Indio Subbasin GSAs have managed a suite of conservation programs and activities designed to increase efficiency, reduce future water demand, and support fulfillment of the requirements of the statewide Water Conservation Act. CVWD, DWA, CWA, and IWA have implemented ongoing programs for both large landscape customers and residential customers for achieving increased water conservation in the Coachella Valley.

The Regional Water Conservation Program (Regional Program) has been a cornerstone of water conservation in the Coachella Valley. Implemented in 2015 by the CVRWMMG, this multifaceted Regional Program has achieved a significant level of conservation through a suite of programs and activities designed to increase efficiency, reduce future water demand, and assist the Coachella Valley in meeting regulatory requirements. The Regional Program had an emphasis on coordination and collaboration between the member agencies of the CVRWMMG (CVWD, 2020d). Together, under the Regional Program, the agencies developed and branded “CV Water Counts” (<https://cvwatercounts.com/>) to conduct education and outreach related to water conservation.

The GSAs are committed to implementing State policies and mandates related to water conservation, as described above. To comply with conservation regulations and address supply shortfalls during dry conditions, the GSAs are committed to implementing the conservation programs that are in place (see sections below), including CV Water Counts. Table 11-1 provides a summary of the demand management programs highlighted in the agencies' 2020 RUWMP and identified by the GSAs. The GSAs will also continue to seek grant funding to support ongoing delivery and expansion of their conservation programs.

**Table 11-1. Conservation Program Summary**

Program	Completed from Program Inception to 2019			
	CVWD <sup>a</sup>	CWA <sup>a,b</sup>	DWA <sup>b</sup>	IWA <sup>b</sup>
Landscape Plan Check	1,126	--	--	16
Residential Smart Controller Rebates	4,801	15	585	15
Large Landscape Smart Controller Rebates	1,769	--	--	--
Residential Turf Conversions (sq ft)	5,974,040	340,338	2,274,416	149,401
Commercial / HOA Turf Conversions (sq ft)	12,819,155	--	--	253,537
Water Waste Investigations	4,941	--	--	243
Toilet Rebates	9,445	42	2,166	628
Commercial Plumbing Retrofit	--	--	--	20
Residential Plumbing Retrofit	--	300	--	157
Efficient Rotating Nozzles	--	--	10,699	--
Clothing Washer Rebates	--	--	181	176

<sup>a</sup> Adapted from 2020 RUWMP (CVWD et al, 2021a)

<sup>b</sup> Communication with agency staff, 2021.

As part of the 2020 RUWMP, the GSAs each developed and adopted a Water Shortage Contingency Plan (WSCP) and assessed planned WSCP actions in the context of a 5-year drought risk assessment (CVWD et al., 2021a). Each WSCP included six shortage response levels and associated actions which were consistent among the agencies, as shown in Table 11-2. Each level represents an anticipated reduction in the supplies that would normally be available and the GSAs may activate shortage levels across entire service areas or within certain areas that are impacted by an event. The levels involve voluntary and mandatory conservation measures and restrictions, depending on the causes, severity, and anticipated duration of the water supply shortage. These response actions have been used effectively in the past and could be implemented periodically as part of the GSAs' adaptive management strategy. Each agency's WSCP contains a detailed list of demand reduction actions that could be implemented as needed.

**Table 11-2. Water Shortage Contingency Plan Levels**

Shortage Level	Percentage Shortage Range	Description	Shortage Response Actions
1	Up to 10%	Normal water supplies	Mandatory prohibitions defined by the State, ongoing rebate programs
2	Up to 10%	Slightly limited water supplies	Outdoor water use restrictions on time of day, increased water waste patrols
3	Up to 10%	Moderately limited water supplies	Outdoor water use restrictions on days per week, restrictions on filling swimming pools
4	Up to 10%	Limited water supplies	Limits on new landscaping, expanded public information campaign
5	Up to 10%	Significantly limited water supplies	Limits on watering of parks or school grounds
6	Up to 10%	Severe shortage or catastrophic incident	No potable water use for outdoor purposes

Source: 2020 RUWMP, WSCP Attachments (CVWD et al., 2021a)

The following sections provide a summary of the range of domestic water conservation projects and programs that CVWD, DWA, CWA, and IWA are currently implementing in the Coachella Valley. As total demand increases and MWEL0 is applied to new growth, the volume of water conserved will increase, representing the equivalent of a substantial source of supply. Additional savings from urban water conservation will ultimately depend on the public's willingness to participate in the conservation programs and saturation.

#### Coachella Valley Water District

CVWD currently offers a variety of water-efficiency programs through its annual budget. CVWD also researches new incentives based on changing customer needs and recently implemented two new rebates for washing machines and hot water recirculating pumps. Outreach and education, including K-12 schools, is also a large part of CVWD's efforts to spread the "conservation as a way of life" message to its customers. CVWD has a large section on its website (<https://www.cvwd.org/conservation>) devoted to water conservation and education. CVWD continues to offer to its customers a variety of indoor incentives (including Indoor Water Conservation Kit, Residential High Efficiency Toilet Rebates, Residential Efficient Washing Machine Rebates, Residential Hot Water Recirculation Pump Rebates, Commercial Water Efficient Toilet Rebates, Commercial Water Brooms, and Commercial Pre-Rinse Nozzles) and landscape/outdoor incentives (including Residential Landscape Rebates, Residential Smart Irrigation Controller Installations, Residential Rotary Nozzle Rebates, Homeowners' Association (HOA) & Commercial Landscape Rebates, HOA & Commercial Smart Irrigation Controller Rebates, HOA & Commercial Rotary Nozzle Rebates, HOA & Commercial Irrigation Upgrade Rebates, and Landscape Workshops).

CVWD's Landscape and Irrigation System Design Ordinance No. 1302.5 (updated in July 2020) establishes annual maximum water allowances for new and rehabilitated landscape sites that are served domestic water. The allowances are based on landscaped area, plant water use zone, low-moderate landscape plant water use rates, and high irrigation system application efficiency. In implementing Ordinance No. 1302.5, CVWD conducts plan checks and inspections.

CVWD uses water budget based tiered rates. Conservation pricing provides incentives to customers to reduce average or peak use, or both. CVWD uses water commodity rates for its domestic water, non-potable (including Canal and recycled) water, and groundwater replenishment services. Every residential customer is given a personalized water budget based on the number of people living in the home, the size of the home's landscaped area (budgeting more water to those with larger landscapes), and daily weather (budgeting more water during hotter months). Every landscape meter is given a personalized water budget based on the landscaped area served. Every commercial property is given a personalized water budget based on the demand the entity places on the sanitation system and may include an allotment for landscape area served. Customers pay the tier rate for all water used within that tier. In 2021, CVWD updated water rate studies for its domestic water, Canal water, and replenishment assessment charges.

CVWD's water loss program evaluates both apparent and real water loss. The programs and practices used to constitute water loss reduction efforts include Production Well Meter Testing; Customer Meter Testing, Leak Detection, and Repair; District Site Use Water Meters; Meter Reading; and Billing Reports.

CVWD's Large Landscape Irrigation Audit Program assists users in maximizing the efficient operation of their irrigation system by measuring performance, generating irrigation schedules, and recommending improvement actions. Audit sites are chosen based on excessive water consumption, or in response to a request for audit services. The large landscape audit program operates continuously and completes approximately 20 landscape audits per year. The success of this program will be measured by the annual water reduction achieved by large water users participating in the program.



*Example of desert landscaping to reduce irrigation demands.*

CVWD hosts a Landscaper Certification Program (LCP) for professional landscapers that focuses on water use efficiency. CVWD partnered with College of the Desert (COD) (a local community college with an established Landscape Management Program), Coachella Valley Association of Governments (CVAG), and the cities, county, and neighboring water districts to implement the course and establish certification criteria for incorporation into each city's business license qualification requirements. CVWD developed the curriculum of the LCP using existing staff that hold licenses and certifications in irrigation efficiency, plant water use, horticultural practices, arboriculture, and landscape/golf course irrigation auditing.

CVWD also hosts a Qualified Water Efficient Landscaper (QWEL) certification class each year. The QWEL certification program was created by the Sonoma County Water Agency in partnership with the North Coast Chapter of the California Landscape Contractors Association and is nationally recognized by the U.S. Environmental Protection Agency (EPA) WaterSense program for Irrigation System Audits. The QWEL professional certification program provides landscape professionals with 20 hours of education on local water supply, sustainable landscaping, soils, water budgeting and water management, irrigation system components and maintenance, irrigation system audits, and scheduling and controller programming

(QWEL, 2018). Upon completion of the course, an exam is given and participants will complete an irrigation system audit. Once all components have been successfully completed, certification is earned.

### Coachella Water Authority

CWA is currently offering a variety of rebate programs for indoor and outdoor water use. CWA continues to build its conservation efforts with the development of a website (<https://www.conservcoachella.com/>) dedicated to water conservation. CWA currently offers to its customers Conservation Programs for CII Accounts, Large Landscape Conservation Programs and Incentives, Residential Ultra Low Flow Toilet (ULFT) Replacement Programs, Residential Plumbing Retrofit, and Water Survey Programs for Single- and Multi-Family Residential Customers (CVWD, 2021a).

The City of Coachella has a prohibition for wasting water in Municipal Code Section 13.03.044, along with a tiered rate structure for water service within its service area. CWA's water rates include a variable commodity charge (monthly charge based on the amount of water used or consumed by the customer in hundreds of cubic feet [HCF]) and a fixed metered account charge (basic monthly rate by meter size). The rates have been designed to recover the full cost of water service in the commodity charge, while discouraging wasteful water use, and will continue to be implemented into the future. Tiered rates are designed to incentivize customers to be proactive in reducing water use.

### Desert Water Agency

DWA continues to increase its investment in outreach related to water conservation. DWA has a large section on its website featuring conservation information and program links ([www.dwa.org/save](http://www.dwa.org/save)), and hosts regular information sessions, classroom curriculum, and advertising on conservation topics. To date, these investments account for significant water demand reduction within the community. DWA's current conservation programs include a Smart Irrigation Controller Program, Grass Removal Program, Efficient Nozzle Program, Residential Washing Machine Incentives, Commercial Toilet Program, Conservation Coupon Program, and Hospitality Conservation Program. The agency is also developing an Advanced Metering Infrastructure network to give staff and customers access to near real-time water use information.

DWA offers large-landscape customers water use evaluations and will perform them for residential customers upon request. Customers receive a report documenting system deficiencies and outlining water-saving recommendations.



*Example of landscape remodel from CWA's turf rebate program.*

DWA is working to reduce its own water losses through water main replacement, proactive service line replacement, meter testing and updated procedures.

In June 2021, DWA passed Ordinance No. 72 enacting its Water Shortage Contingency Plan. The Ordinance outlines water use restrictions to be implemented during various shortage scenarios.

### Indio Water Authority

IWA continues to promote water conservation using different outlets such as social media, speaking engagements, City events, bill inserts/messaging and the City of Indio newsletter. IWA promotes water use efficiency via the agency's website ([www.indiowater.org](http://www.indiowater.org)) which features conservation tips, watering guides, and link to rebates and incentives. IWA currently offer rebates and incentives for turf replacement, clothes washer and toilet replacements, smart controller installation, and irrigation upgrades. Additionally, IWA offers an online customer engagement tool where water customers can view water usage, set water use allowance notifications, and be notified of possible leaks on their property. IWA also promptly responds to water waste incidents that are reported via the State water waster portal and to IWA conservation staff.

As part of the 2020 *RUWMP*, IWA (along with other participating agencies) updated its Water Shortage Contingency Plan to reflect additional tiers/stages and aligned its water use restrictions as a region to better streamline communication and outreach efforts in promoting conservation. IWA continues to implement Stage 1 of its Water Shortage Contingency Plan, which outlines water use restrictions and promotes water use efficiency as outlined in the Governor's Executive Order B-37-16 which calls for making water conservation a California way of life.



*IWA's turf rebate program encourages water use efficiency.*

Previously in 2016, the City of Indio passed Ordinance No. 1684 to adopt water use efficient landscape development standards (i.e., MWEL0), which applies to new development projects with an aggregate landscape equal to or greater than 500 square feet, and renovated landscape projects with an aggregate landscape area equal or greater than 2,500 square feet. IWA also completes an audited water loss report and reviews for water system distribution leaks as outlined in SB 606 to further curtail inefficient water use.

#### **11.3.1.2 PMA 2: Golf Water Conservation**

Golf water conservation has been implemented by CVWD since development of the 2002 *CVWMP* and recognition that demand management was essential to balancing the Indio Subbasin. The CVWD Landscape Ordinance (Ordinance No. 1302.5), last updated July 2020, establishes uniform landscaping standards throughout the Coachella Valley. The Ordinance specifies the maximum allowable turf area and associated water demands for new golf courses, and other landscaping must use low water-using plant



materials (CVWD, 2019). Ordinance No. 1302.5 is one of the few ordinances in the State to establish turf limitations for new golf courses. In addition, CVWD has identified various methods for existing golf courses to further enhance water savings. CVWD is committed to working with new and existing golf courses to reduce water demands through programs such as irrigation system audits, scheduling irrigation with the best available science, plan checking, inspecting new golf courses for plan check compliance, and monitoring maximum water allowance compliance.

In December 2013, CVWD collaborated with the local chapter of the Golf Course Superintendents Association to create a Golf and Water Task Force. The initial objective of the Task Force was to discuss water supply issues and explore ways in which CVWD could help the 106 golf courses in its service area to reduce water use. The benefit of the collaboration has exceeded the initial goal. In 2014, the golf course representatives on the Task Force were integral in helping develop a turf rebate program that would meet the unique needs of the region's golf courses. They also identified other rebate and incentive opportunities that staff might not have considered without the valuable feedback. CVWD launched the golf course rebate program in 2015, after securing a State grant. The golf course representatives helped promote the program and in 3 years (2015-2017), 31 courses participated in the program with 8 courses participating twice. The conversions equate to 161 acres of turf removed with an estimated water savings of 956 acre-feet per year (AFY). The Task Force also adopted individual water budgets for each golf course in the service area as a tool for understanding the correct amount of water needed. The golf course representatives have been key liaisons for educating all courses about using the budgets and encouraging water conservation among all golf courses. They have also provided feedback about possible rate increases which has had a strong influence on staff and the Board of Directors. Perhaps the most beneficial product of the Task Force is establishment of an open line of communication including invitations to speak about drought and other water issues at regional golf industry events (CVWD, 2021a). CVWD is committed to continued participation in the Task Force. The GSAs will also continue to seek grant funding to support ongoing delivery and expansion of conservation programs targeted to golf courses, including those identified by the Task Force.

One of the primary tools that CVWD has to reduce the impact of golf courses on the Indio Subbasin is the non-potable water program. CVWD currently has 54 golf courses connected to the Mid-Valley Pipeline, the Coachella Canal, or the blended delivery systems from WRP-7 and WRP-10. The conversion of golf courses from private production wells to non-potable water reduces groundwater pumping volumes and maximizes delivery of the region's imported supplies. CVWD is committed to its ongoing non-potable water expansion.

DWA has six courses within its boundaries in the Planning Area. Recycled water is available to and has historically been used at four courses but is currently only accepted at three. The other two courses are far from DWA's recycled water infrastructure and haven't been deemed cost effective to connect.

#### **11.3.1.3 PMA 3: Agricultural Water Conservation**

CVWD has implemented agricultural water conservation efforts since preparation of the *2002 CVWMP*. Following the *2010 CVWMP Update*, a variety of agricultural conservation programs have been implemented, including grower education and training, scientific irrigation scheduling, irrigation upgrades/retrofits, and engineering evaluations. Programs with voluntary grower participation, such as the Extraordinary Conservation Measures programs, have been effective in increasing water use efficiency. The Extraordinary Conservation Measures programs were a series of voluntary agricultural

conservation measures designed to compensate United States Bureau of Reclamation (USBR) for the accidental overuse of the Colorado River supplies. Through voluntary agricultural conservation, CVWD was able to pay back the overrun (73,200 acre-feet [AF]) by 2009. Between 2015 and 2018, an additional 71 acres of agricultural land were converted from flood/furrow to drip irrigation which resulted in an estimated water savings of 252 AFY (CVWD, 2021b).

CVWD established the Agricultural Water Advisory Group (AWAG) in December 2015 to collaborate with other organizations and educate Valley residents about the agricultural industry's stewardship of water in the Coachella Valley. The AWAG meets biannually to discuss water issues, legislative updates, grant funding opportunities, best management practices (BMPs), and information to assist farmers. This ensures collaboration with entities such as the Natural Resources Conservation Service (NRCS), the United State Department of Agriculture (USDA), and the Agricultural Commissioner's Office (CVWD, 2021b). CVWD is committed to continued participation in the AWAG. The GSAs will also continue to seek grant funding to support ongoing delivery and expansion of agricultural conservation programs, including those identified by AWAG.

An agricultural resource page is available on CVWD's website ([www.cvwd.org/434/Agriculture](http://www.cvwd.org/434/Agriculture)) providing links to various organizations, articles, meeting and training dates, and any available grant information.

#### **11.4 Water Supply Development**

CVWD and DWA continue their efforts to obtain additional water supplies to meet projected water demands, increase the reliability of water supply, and to avoid undesirable results associated with chronic groundwater level declines (including storage depletion, subsidence, and seawater intrusion). Sources of additional water include Colorado River water, SWP water, recycled water, exchanges, entitlements and transfers, and other water development projects.

##### **11.4.1 Surface Water**

###### **11.4.1.1 PMA 4: Increased Surface Water Diversion**

DWA's surface water rights for Chino, Snow, Falls Creek, and Whitewater canyon flows total 13,309 AFY. However, in different water year types, DWA has not always captured all the surface water it has had the right to divert from those sources. DWA plans to divert as much water from those sources as may be available and deliver that diverted surface water to the Whitewater River Groundwater Replenishment Facility (WWR-GRF) for replenishment into the Indio Subbasin and subsequent extraction for use in DWA's domestic water supply system.

##### **11.4.2 SWP Water**

CVWD and DWA are working with Metropolitan Water District of Southern California (MWD) and DWR to both improve the reliability of SWP water and acquire additional supplies. Future SWP projects include increased deliveries through the implementation of the Delta Conveyance Facility (DCF), the Lake Perris Dam Seepage Recovery Project, and the Sites Reservoir Project. SWP supplies are expected to increase by approximately 14,300 AF by 2045, along with increased SWP reliability of 26,500 AFY following construction of the DCF.

#### 11.4.2.1 PMA 5: Delta Conveyance Facility

The DCF is a project led by DWR to improve SWP reliability and result in increased future deliveries relative to projected long-term reliability (estimated to be 45 percent, see Chapter 6, *Water Supply*) by modernizing SWP conveyance facilities in the Delta. The DCF will construct and operate a new tunnel to bypass the existing natural channels that are currently used for SWP conveyance, which are vulnerable to earthquakes, sea level rise, and pumping restrictions. The new facilities will convey water from the north Delta to the south Delta and will be operated in coordination with the existing south Delta pumping facilities. The planning process for the proposed DCF is moving forward, and a Draft Environmental Impact Report (EIR) is anticipated for public review in mid-2022.

CVWD and DWA have approved an agreement to advance their share of funding for DCF planning and design costs and are considering approval of an *Agreement in Principle for the Delta Conveyance Facility* (unpublished) in 2021. SWP contractors estimate that SWP Table A deliveries will increase by 500,000 AFY and be restored to approximately 58 percent reliability after the DCF is built, resulting in an average SWP supply delivery increase of 26,500 AFY to CVWD and DWA by 2040. The DCF would increase water supply reliability and help prevent undesirable results in the Indio Subbasin associated with chronic lowering of groundwater levels.

#### 11.4.2.2 PMA 6: Lake Perris Dam Seepage Recovery Project

The Lake Perris Dam Seepage Recovery Project is a project led by DWR to collect and distribute SWP water seeping under Lake Perris Dam and deliver the water to MWD in addition to its current allocated Table A water. The proposed project consists of installing an integrated recovery well system that would include up to six new seepage recovery wells and a conveyance pipeline connecting the wells to the Colorado River Aqueduct. The project is proceeding as planned, and the Draft EIR was released in May 2021 for public comments.

MWD has partnered with CVWD and DWA and is in the process of developing a funding agreement with DWR to fund the environmental analysis, planning, and preliminary design of the project. CVWD and DWA will need an additional agreement (or amendment to the existing *Exchange Agreement*) to exchange a proportion of the recovered seepage water for Colorado River water delivered by MWD to WWR-GRF and Mission Creek Groundwater Replenishment Facility (MC-GRF) (MWD, 2020) through MWD's Colorado River Aqueduct. As described in Chapter 6, *Water Supply*, the project is anticipated to deliver approximately 2,753 AFY to CVWD and DWA beginning in 2025.

#### 11.4.2.3 PMA 7: Sites Reservoir Project

The Sites Reservoir Project is a reservoir that will capture and store excess water from snowmelt and winter runoff from the Sacramento River for use during dry periods. The Sites Reservoir is in the Sacramento Valley and is considered "off-stream" meaning that it will not dam or impede the Sacramento River or other stream. The Sites Reservoir will operate in conjunction with other California reservoirs to increase water supply reliability and resiliency. The water storage capacity in Northern California is expected to increase by up to 15 percent because of project implementation. Water supply and storage capacity will be made available to water purveyors throughout California who want to purchase water supply from the Sites Reservoir Project. The project is currently in the early planning and permitting

stages, and the Sites Project Authority is in the process of negotiating agreements to secure funding and financing for design, construction, and operation of the project (Sites Project Authority, 2020a).

In 2019, CVWD and DWA both entered into an agreement with the Sites Project Authority for the next phase of planning for the Sites Reservoir (Sites Project Authority 2019; 2020b). CVWD and DWA are participating members at 10,000 AFY (5.2 percent) and 6,500 AFY (3.4 percent) levels, respectively. Assuming a 30 percent conveyance loss, CVWD and DWA anticipate a total delivery of 11,550 AFY of Sites Reservoir water beginning in 2035.

#### **11.4.2.4 PMA 8: Future Supplemental Water Acquisitions**

As described in Chapter 6, *Water Supply*, CVWD has entered into various agreements with Rosedale Rio-Bravo, Glorious Lands Company, and MWD to deliver supplemental water to the Indio Subbasin. As opportunities arise, CVWD and DWA will continue to make water purchases from programs such as SWP Article 21 (interruptible water) and Turnback Pool water, Governor's Drought Water Bank, the Yuba Accord, and the Rosedale-Rio Bravo transfer.

### **11.4.3 Potable Reuse**

#### **11.4.3.1 PMA 9: East Valley Reclamation Authority Potable Reuse**

In 2013, IWA and Valley Sanitary District (VSD) formed a Joint Powers Agreement for the East Valley Reclamation Authority (EVRA), with the main objective to augment local water resources through beneficial water reuse. Indirect potable reuse (IPR) involves use of advanced treated wastewater to replenish groundwater and manage groundwater storage. IPR projects may be used for long-term storage (banking) or shorter-term recharge and extraction. Both strategies help improve local groundwater supply by increasing water levels and potentially improving groundwater quality in a given aquifer (EVRA, 2020). In November 2020, EVRA evaluated the feasibility using treated wastewater from the existing VSD Water Reclamation Facility (WRF) for IPR (EVRA, 2020). The study, which explored both spreading and injection as groundwater recharge options, recommended injection as a viable recharge alternative. The area identified to be utilized for IPR activities, at the southern end of the VSD WRF, is located within a geologically complex area. In addition, the sediments underlying the VSD site are of low permeability, which is not conducive to surface water spreading. Additional work (i.e., geophysical surveys and a deep boring) is needed to verify site-specific, subsurface hydrogeologic conditions. The data collected from this work could be used to assist in the siting and design of potential IPR injection and/or monitoring wells.

In addition to proposed injection wells, an advanced treatment plant would be constructed at the VSD WRF consisting of membrane filtration (microfiltration or ultrafiltration) followed by reverse osmosis (RO) and an ultraviolet disinfection/advanced oxidation process to meet State requirements for subsurface injection. By 2030, EVRA plans advanced treatment and recycling of 5,000 AFY of wastewater from the VSD WRF to potable standards for groundwater replenishment and reuse.

## 11.5 Source Substitution and Replenishment

Source substitution is the delivery of an alternate source of water to users that currently pump groundwater. The substitution of an alternate water source reduces groundwater extraction and allows the management of groundwater storage. The following discussion of source substitution projects is presented by water source and by location within the Coachella Valley.

### 11.5.1 Colorado River Water – Non-Potable Water (NPW) Deliveries

Historically, Colorado River water (Canal water) was used almost exclusively for agricultural irrigation, with golf course irrigation beginning in 1986. Direct use of Colorado River water now includes agriculture, duck clubs and fish farms, golf courses, and construction water. This *Alternative Plan Update* assumes continuation of direct delivery to existing Canal water users.



*Construction of the Mid-Valley Pipeline in 2009 to deliver Canal water to the Mid-Valley area.*

#### 11.5.1.1 PMA 10: Mid-Valley Pipeline (Canal Only Customers)

The Mid-Valley Pipeline (MVP) is a pipeline distribution system to deliver Canal water to the Mid-Valley area to supplement CVWD's recycled water for golf course and open space irrigation. Construction of the first phase of the MVP from the Coachella Canal in Indio to CVWD's WRP-10 (6.6 miles in length) was completed in 2009. At WRP-10, Canal water supplements recycled water for delivery to large irrigators. As of 2020, there were six golf courses connected directly to the MVP prior to its intersection to WRP-10. In addition, 18 golf courses and other municipal users (i.e., schools and homeowners' associations) in the West Valley are connected to the WRP-10 recycled water system and receive a blend of recycled water and Canal water from the MVP. CVWD plans to continue expansion of the MVP non-potable delivery system.

CVWD plans the direct connection to the MVP of an additional 14 golf courses and open spaces that primarily use groundwater for irrigation, thus serving Canal water to meet water demands. An estimated 6,203 AFY of new MVP demand will be delivered within the next 8 to 10 years, with an additional 5,797 AFY demand by 2040. These additional direct connections to the MVP are estimated to eliminate approximately 12,500 AFY of groundwater pumping.

#### 11.5.1.2 PMA 11: Mid-Canal Storage Project

Additional storage near the middle of the existing Coachella Branch of the All-American Canal (Coachella Canal) will be valuable to spread out large flow changes over several hours and reduce peak flows through the Canal. Mid-system storage can attenuate large flow changes that might otherwise exceed existing drawdown criteria or exceed capacity near the Canal's downstream end.

To that end, CVWD will increase water storage through the creation of an inline reservoir along the Coachella Canal. The Mid-Canal Storage Project will increase storage by 728 acre-feet (AF) by removing the existing embankment between the current lined canal with the original earthen canal section to form

a single wide trapezoidal reservoir section. The materials removed will be used to construct more gradual canal side slopes (from 1.5:1 to 3:1) and raise the invert two feet higher. This additional storage will allow CVWD to manage common, but unpredictable, events by providing for capture during excess water events for use during deficit water events. During drought periods, this added backup supply will improve efficient use of water and limit waste.

#### 11.5.1.3 PMA 12: East Golf Expansion

The East Golf NPW Program currently serves 30 golf courses with an average annual delivery of 20,283 AFY from 2015 to 2019. The East Golf Expansion project proposes connecting four additional golf customers in the East Valley to the Coachella Canal. These additional connections to the East Golf Expansion system is estimated to eliminate approximately 3,330 AFY of groundwater pumping by 2025.

#### 11.5.1.4 PMA 13: Oasis Distribution System

The Oasis Distribution System would expand the Canal water delivery system to the Oasis Area to utilize additional Colorado River allocations under the Quantification Settlement Agreement (QSA). The project would substitute groundwater production with Canal water for agricultural irrigation and other non-potable landscape irrigation. The Oasis Area is located near the northwest margin of the Salton Sea, south of Avenue 66, West of Harrison Street, and north of Avenue 86. System improvements required to convey water to this area include construction of gravity and pressurized pipelines, surface reservoirs, pump stations, and related



*The Oasis Distribution System would further expand the Canal water delivery system to the Oasis Area.*

modification and connections to the existing irrigation system (CVWD, 2014). Phase 1 of the project includes two reservoirs to provide additional storage and operation improvements and flexibility and is currently under construction. Phase 2 includes land acquisition and construction for four reservoirs, five pump stations, and approximately 18 miles of distribution pipeline and an expansion of the irrigation distribution system to serve an additional 4,520 acres. Phase 2 of the project is planned to begin construction mid-2021 (WEI, 2020). CVWD anticipates construction to be completed in 2022.

Projected expansion would gradually meet existing and potential future pumping demands as follow:

- 12,000 AF in 2023,
- 16,500 AF in 2024,
- 21,000 AF in 2025,
- 23,500 AF in 2026,
- 27,000 AF, in 2027, and
- 32,150 AF in 2028-2045

### 11.5.2 Direct Deliveries – Recycled Water

Currently, recycled water production exceeds existing demand during the winter months, and the remaining recycled water is disposed of through onsite percolation basins. CVWD has committed to maximizing recycled water use by continuing to expand the NPW system and adding new NPW customers in order to eliminate land disposal and reduce this source of nitrate to the groundwater basin. This *Alternative Plan Update* assumes continued delivery of recycled water from WRP-7, WRP-10, and DWA WRP, along with NPW expansion consistent with growth of municipal demands and associated increases in wastewater flows and recycled water availability. CVWD has plans to begin tertiary treatment and recycled water deliveries from WRP-4 as well, which is described below.

#### 11.5.2.1 PMA 14: WRP-10 Recycled Water Delivery

The WRP-10 distribution system delivers non-potable water to existing customers throughout Indian Wells, Palm Desert, and portions of Rancho Mirage. There are currently 18 customers served by a blend of Canal water and recycled water. CVWD is planning to connect 29 additional customers to serve an additional 27,790 AFY from the WRP-10 NPW system by 2034, which delivers a blend of recycled water and Canal water. This project will increase recycled water deliveries consistent with growth of municipal demands and associated wastewater flow up to the current tertiary treatment capacity of 16,800 AFY. The remaining demands from new connections will be served by Canal water. CVWD has identified a broad array of golf courses in Palm Desert, Rancho Mirage, and Indian Wells for potential future connections.



*CVWD is planning to connect 29 additional customers to the WRP-10 recycled water distribution system.*

CVWD has identified a broad array of golf courses in Palm Desert, Rancho Mirage, and Indian Wells for potential future connections.

#### 11.5.2.2 PMA 15: WRP-7 Tertiary Expansion

WRP-7 provides service to portions of Cathedral City, Rancho Mirage, Palm Desert, Bermuda Dunes, Thousand Palms, and some unincorporated areas of Riverside County. It currently has a secondary treatment permit capacity of 5.0 million gallons per day (mgd) and a tertiary treatment capacity of 2.5 mgd (2,800 AFY). The recycled water produced at WRP-7 meets Title 22 requirements and is used for irrigation and is either stored in a covered storage reservoir or pumped offsite to an open reservoir near the Del Webb Sun City Golf Course.

CVWD plans to expand its WRP-7 recycled water production tertiary treatment capacity by 3 mgd to a total capacity of 5.5 mgd (6,150 AFY) to meet anticipated regulatory changes and utilize increases in future wastewater flows. Recent WRP-10 RWQCB permits suggest more stringent RWQCB regulation of wastewater percolation operations (CVWD, 2020b). CVWD's *2020 Sanitation Master Plan Update* projects the average day flow rate for WRP-7 to be 5.2 mgd in 2045 (CVWD, 2020c). This project provides the ability to recycle 100 percent of the 2045 projected WRP-7 flow, while eliminating the need to discharge treated effluent to percolation ponds, thus avoiding implementation of additional treatment to meet future

anticipated water quality regulations. Design for the WRP-7 expansion project is underway, and construction is anticipated in 2025.

### 11.5.2.3 PMA 16: Canal Water Pump Station Upgrade

The Canal Water Pump Station Upgrade would upgrade the Mile Post (MP) 113.2 Canal water pump station capacity in order to convey Colorado River supply for blending with WRP-7 recycled water. This project will be designed/constructed in two phases (5.5 mgd and 6.2 mgd). The MP 113.2 Pump Station is located at Madison and Avenue 40 on the southwest corner next to the Coachella Canal in Indio. Phase 1 will involve replacement of two 2,800 gpm pumps. Phase 2 will involve the addition of a third 2,800 gpm pump. Additional NPW storage is also being designed as part of Phase 1 to provide flexibility for delivery. Planning and design are expected to be completed by 2022, with project construction to be completed by 2026.

### 11.5.2.4 PMA 17: WRP-7 Recycled Water Delivery

WRP-7, located west of Interstate 10, currently serves three golf courses with a blend of recycled water and Canal water from the Coachella Canal. WRP-7 has a current tertiary capacity of 2,800 AFY and delivered an average of 1,790 AFY from 2015-2019. This project will establish four recycled water connections to add a total estimated flow of 533 AFY by 2028. CVWD may also increase recycled water deliveries in the WRP-7 tributary area as the surrounding areas within WRP-7's proximity become developed, resulting in increased wastewater flows. Opportunities for expansion include growth to the west of WRP-7 within proximity to the existing WRP-7 customers, as well as increased deliveries to existing customers.



*Golf courses in the mid-Valley area use recycled water for irrigation.*

### 11.5.2.5 PMA 18: WRP-4 Tertiary Expansion & Delivery

WRP-4 provides service to the Cities of La Quinta, Mecca, Palm Desert, and Thousand Palms. Under current operations, the secondary system treats about 2.0 mgd average daily flow and does not have tertiary treatment capacity. The treatment system produces secondary effluent which is discharged to the Coachella Valley Storm Channel (CVSC) under a National Pollutant Discharge Elimination System (NPDES) permit, which has a maximum month average daily effluent flow of 9.9 mgd.

CVWD's tertiary treatment expansion at WRP-4 will be implemented in four phases. To avoid potential future restrictions on the minimum amount of treated wastewater that may be required to be discharged to the CVSC, the first phase is recommended to be constructed as soon as possible. Phase 1, which will provide 10 mgd of total tertiary treatment capacity, includes a secondary effluent equalization basin, lagoon effluent pretreatment (if required), coagulation/rapid mix, Filter Building, and filters; expands the chlorine contact basins and chemical feed systems; adds a new recycled water storage basin (up to 177 million gallons [MG]); and adds a new recycled water pump station (10 mgd capacity) and pipeline that



connects into a new non-potable system off-site. The project will also require new Waste Discharge Requirements (WDRs) with Colorado River RWQCB and a permit amendment for the NPDES permit #CA0104973.

Phase 2 will provide overall space and structural elements for another 10 mgd of treatment capacity, increase capacity to 13.3 mgd by commissioning the fourth filter, and add equipment to the existing facilities, including coagulation/rapid mix, filters, chlorine contact basins, and recycled water pumps. Phase 3 will increase capacity to 16.7 mgd and add equipment to the existing facilities, including media and equipment to commission the fifth filter. Phase 4 will increase capacity to 20 mgd and add equipment to the existing facilities, including filter media and equipment to commission the sixth filter. The recycled water storage may also require expansion based on seasonal demand patterns, and the non-potable system will be expanded (CVWD, 2020c).

Design is underway for the Phase 1 WRP-4 tertiary expansion, with construction anticipated in 2025. CVWD is currently working on the Wastewater Change Petition process with SWRCB and the NPDES/WDRs permitting process with the Colorado River RWQCB, along with project-level environmental compliance. The outcomes of the Change Petition will determine the final construction timeline and recycled water delivery volumes for the WRP-4 expansion. Since recycled water volumes are yet undetermined and distribution system options are still being analyzed, WRP-4 deliveries have not been included in the water budget modeling. However, CVWD plans to proceed with this project pending resolution of the Change Petition.

#### **11.5.2.6 PMA 19: DWA WRP Recycled Water Delivery**

The DWA WRP project will increase deliveries of recycled water in DWA's service area as new customers are identified and consistent with wastewater flow growth up to the 11,200 AFY of existing tertiary capacity.

#### **11.5.3 Groundwater Replenishment**

Three replenishment facilities are currently operated in the Indio Subbasin (see Figure 2-5): WWR-GRF, Palm Desert GRF (PD-GRF), and Thomas E. Levy GRF (TEL-GRF). Groundwater replenishment is an important component of Indio Subbasin management. With surface spreading, water is placed in shallow ponds where it is allowed to percolate into the underlying aquifers. Surface spreading requires large areas of open land for construction of ponds and the absence of significant confining clay layers that would prevent the water from reaching the aquifers. Since 1973, CVWD and DWA have replenished the western portion of the Subbasin at the WWR-GRF with nearly 4 million AF of SWP Exchange water and at the PD-GRF with a total of 14,836 AF since starting operations in 2019. CVWD has replenished the eastern portion of the Subbasin at TEL-GRF with about 400,000 AF since full-scale operations commenced in 2009.

### 11.5.3.1 PMA 20: PD-GRF Expansion

The PD-GRF Expansion will expand direct replenishment capacity at the PD-GRF incrementally from 2020 through 2025. Phase I, which involved repurposing and improving existing percolation ponds located north of WRP-10, was completed and began operations in early 2019. Phase II proposes to construct three detention basins within the Whitewater River Stormwater Channel (WRSC) to the south of the facility, as well as extend the existing MVP within the northern bank of the stormwater channel. The EIR for Phase II was approved by CVWD's Board of Directors in 2018, and the design of Phase II was complete as of August 2019. To support construction



*The PD-GRF Expansion will expand direct replenishment capacity at PD-GRF.*

within potentially jurisdictional waters, CVWD is currently working on permitting with the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and Colorado River RWQCB. Construction of Phase II is scheduled to be complete in 2023 (CVWD, 2020a). This *Alternative Plan Update* assumes the PD-GRF will increase recharge capacity by 15,000 AFY to a total capacity of 25,000 AFY starting in 2023. Increased replenishment at the PD-GRF will directly improve groundwater levels in the mid-Valley portion of the Subbasin.

### 11.5.3.2 PMA 21: TEL-GRF Expansion

Construction of the full-scale TEL-GRF was completed in mid-2009. This facility is located on the east side of the Subbasin in La Quinta and has an estimated average recharge design capacity of 40,000 AFY. Currently, the capacity is limited by hydraulic and water delivery constraints within the Canal water distribution system to a long-term average of about 36,000 AFY. CVWD conducted a study in 2017 to evaluate the feasibility of increasing groundwater replenishment with Colorado River water at the TEL-GRF. The study recommended additional monitoring to better characterize hydrogeological conditions, and six monitoring wells were installed in 2019 in the vicinity of the GRF (CVWD, 2020a). Based on the results of the additional monitoring, TEL-GRF recharge capacity may be increased. The TEL-GRF Expansion will expand recharge capacity at the TEL-GRF incrementally from 2020 through 2025. This *Alternative Plan Update* assumes recharge capacity will increase to 40,000 AFY in 2025.

### 11.5.3.3 PMA 22: WWR-GRF Operation

The WWR-GRF has a recharge capacity of more than 300,000 AFY. The available capacity is valuable for conjunctive use operations by CVWD and DWA, as well as MWD through the Advance Delivery Agreement. Since 2015, CVWD has been working with the U.S. Bureau of Land Management (BLM) on right-of-way acquisition for the portion of the WWR-GRF that is sited on public lands managed by the BLM.

CVWD and DWA intend to replenish as much SWP Table A water or other imported water at WWR-GRF as is available annually. The highest replenishment volume received to the facility was in 2017 at 385,994 AF. The SWP Exchange supply is projected to supply on average about 80,250 AFY for the WWR-GRF (see discussion in Chapter 6, *Water Supply*, for SWP reliability assumptions). This *Alternative Plan Update*

assumes the reliability of Table A deliveries of 45 percent and diversions to MC-GRF of 8 to 10 percent, with additional reductions in reliability starting in year 2045 under climate change conditions. CVWD also currently replenishes a portion of its Colorado River supply at WWR-GRF (ranging from 35,000 to 50,000 AFY), based on its *2019 Exchange Agreement* with MWD, until that water is needed in the East Valley. If additional SWP exchange water can be acquired and/or SWP reliability improved through the DCF, average annual replenishment could increase to 119,500 AFY. Further, advance deliveries from MWD may increase individual year deliveries beyond anticipated annual averages.

## 11.6 Water Quality Protection

Groundwater quality is an important issue in the Subbasin. The Indio Subbasin has variable concentrations of water quality constituents as documented in Chapter 4, *Current and Historical Groundwater Conditions*. Some constituents (e.g., arsenic, hexavalent chromium) are naturally occurring. Sources of loading for TDS and Nitrate include subsurface inflow, watershed runoff, artificial recharge, wastewater percolation, septic seepage, and return flows (CV-SNMP Agencies, 2021). The GSAs conduct ongoing water quality monitoring to understand water quality conditions. Below are the PMAs related to water quality that will help protect the groundwater basin for beneficial uses and users and avoid undesirable results.

### 11.6.1 Water Quality Programs and Policies

As described in Chapter 8, *Regulatory and Policy Issues*, drinking, surface, and groundwater quality is regulated by the SWRCB and its RWQCBs. The following water quality policies and programs are applicable to the Indio Subbasin:

- **Drinking Water Regulations.** The SWRCB Division of Drinking Water (DDW) regulates public water systems, oversees water recycling projects, permits water treatment devices, and supports and promotes water system security. Drinking water regulations are contained in Title 17 and Title 22 of the California Code of Regulations. Each of the GSAs in the Indio Subbasin maintains drinking water quality in compliance with DDW regulations. Note that private domestic wells are not regulated by DDW; private domestic wells and State Small Water Systems (between 5 and 14 connections) are regulated by Riverside County Department of Environmental Health (DEH).
- **Surface and Groundwater Regulations.** The Colorado River RWQCB regulates surface and groundwater within the Colorado River Basin, which includes the Indio Subbasin. The RWQCB guides water quality protection with its *Water Quality Control Plan for the Colorado River Basin Region* (Colorado River RWQCB, amended 2019), in addition to adopting and enforcing waste discharge and surface water discharge permits. Each of the GSAs in the Indio Subbasin complies with RWQCB regulations in implementation of its projects and programs.
- **Colorado River Salinity Forum.** The Colorado River Basin Salinity Control Act was passed by Congress in 1974 to address the growing salinity problem which would require cost-effective salinity control measures on the river. The Salinity Forum is a seven-state approach to lowering salinity levels by conducting triennial reviews of water quality along the river and reporting on progress achieved. Over the last 30 years, the salinity concentrations in the Colorado River have an overall, long-term downward trend, as a result of the programs. Weighted average annual salinity are at or below the numeric criteria (see Figure 8-1), while the Colorado River Basin States continue to develop their compact-apportioned water supply through projects and programs to meet water supply needs. The Program has successfully controlled over 1.22 million tons of salt

annually and has identified additional measures to achieve the identified maximum potential salt reduction of 2.35 million tons per year by 2040.

- **Coachella Valley Salt and Nutrient Management Plan (CV-SNMP).** To address rising salinities in groundwater, the SWRCB adopted a *Recycled Water Policy* in February 2009 which requires the development of Salt and Nutrient Management Plans (SNMPs) for groundwater basins throughout California. The plans require basin wide management of salts and nutrients from all sources in a manner that protects groundwater quality and beneficial uses. In 2015, CVWD, DWA, and IWA produced the *Coachella Valley Salt & Nutrient Management Plan (CV-SNMP)* (CVWD, et al., 2015). Subsequently, the Colorado River RWQCB evaluated the plan and concluded that the *2015 SNMP* did not fully satisfy *Recycled Water Policy* requirements and provided a series of recommendations (Colorado River Basin RWQCB, 2020). In April 2021, an expanded SNMP agency group which includes all water and wastewater agencies in the Coachella Valley prepared a Development Workplan that describes a detailed scope of work to develop an updated CV-SNMP, including a new monitoring program. The Colorado River RWQCB approved the CV-SNMP Groundwater Monitoring Workplan in early 2021 (see also Chapter 8, *Regulatory and Policy Issues*).
- **Disadvantaged Communities Infrastructure Task Force.** CVWD established the Disadvantaged Communities Infrastructure (DACI) Task Force to collaborate with other entities and community members to achieve safe and affordable drinking water, wastewater, and flood control services in historically disadvantaged Coachella Valley areas. The DACI Task Force meets bi-monthly to discuss the various consolidation and infrastructure projects that are underway. CVWD, in collaboration with the DACI Task Force, completed domestic water and sanitation consolidation master plans in 2018 to prioritize the systems that are to be consolidated. Coordination among the groups' local entities, regulators, and community members helps to garner support for ongoing grant funding, permitting, and approval processes.

#### 11.6.1.1 PMA 23: Eliminate Wastewater Percolation

Currently, CVWD's WRP-7, WRP-10, and Palm Springs' WWTP/DWA's WRP all discharge to percolation ponds within the Indio Subbasin. Over the last decade, non-potable water deliveries (described under Section 11.5 above) in the Indio Subbasin have expanded dramatically and reduced wastewater percolation. The GSAs will continue to reduce percolation of wastewater into the Indio Subbasin by continuing to implement source substitution efforts. The GSAs will continue to work with the Colorado River RWQCB to acquire permits for recycling of municipal wastewater, which will both protect groundwater quality and deliver a reliable new water supply to local customers.

#### 11.6.1.2 PMA 24: Wellhead Treatment

The Wellhead Treatment project will assess the need to expand groundwater treatment facilities to treat additional wells in the future for arsenic, nitrate, or other constituents of concern. The GSAs are collaborating with the County of Riverside and small water systems to expand the potable water system to additional communities that are experiencing poor water quality in private wells (see also Chapter 8, *Regulatory and Policy Issues*, on treatment for arsenic).

Elevated concentrations of nitrate exist in some western areas of the Indio Subbasin (see Chapter 4, *Current and Historical Groundwater Conditions*), reflecting natural and human-induced sources. Generally, wells with high nitrate concentrations are relatively shallow, and deeper groundwater tends to

be higher quality. Naturally elevated arsenic concentrations in groundwater also have been found in the East Valley, northwest of the Salton Sea (see Chapter 4, *Current and Historical Groundwater Conditions*) with indications of higher concentrations at depth.

Wellhead treatment technology can be designed to remove selected constituents (such as nitrate and arsenic) in drinking water wells that exceed the maximum contaminant levels (MCLs). The GSAs will continue to monitor the development of new MCLs (e.g., hexavalent chromium) and report on groundwater quality and as needed. In addition, the GSAs will seek grant funding to consolidate small water systems with recurring violations (see below) and will evaluate the feasibility of installing wellhead treatment on GSA wells to ensure delivered drinking water meets state and federal MCLs established to protect public health.

#### **11.6.1.3 PMA 25: Small Water System Consolidations**

Small water systems, often serving disadvantaged communities (DACs), may face challenges in providing safe, accessible, and affordable water because they may not have adequate resources to support maintenance, operation, and treatment costs. Primarily within the East Valley, the GSAs are working to extend public water and sewer service to mobile home park communities with deficient infrastructure and poor water quality. In 2018, CVWD completed the East Coachella Valley Water Supply Project (ECVWSP), a master planning effort to identify and prioritize small water systems within East Valley that could benefit from consolidation with its public water system. The master planning effort involved representatives from SWRCB, DEH, and multiple non-profits through the DACI Task Force. Over 80 small water systems currently relying on private groundwater wells and septic systems were identified. The ECVWSP grouped the systems into approximately 40 water consolidation projects based on proximity to each other and to CVWD's existing facilities. CVWD began the preliminary engineering and environmental documentation for the two highest priority water consolidation projects in 2019 – Saint Anthony and Valley View. The Saint Anthony Project has an estimated capital cost of approximately \$34 million and is currently under design. A portion of the project is anticipated to begin construction in 2021, with the remaining portions beginning construction in 2023. The Valley View Project is estimated to cost approximately \$11 million. Preliminary design of the project is complete, and implementation is expected to begin in the next 5 years. The ECVWSP identified other water consolidation projects; CVWD will continue to implement these as funding becomes available in the future.

CWA is also working to consolidate multiple mobile home parks within its service area to address water quality deficiencies identified by DEH. Grant funding is being sought for construction of the necessary infrastructure for the small water system consolidations.

#### **11.6.1.4 PMA 26: Septic to Sewer Conversions**

Septic systems are a significant, documented source of nitrate to the groundwater basin. The Colorado River RWQCB has adopted septic tank prohibitions in areas of where high septic tank density has caused water quality degradation. Conversion from septic systems to sewer can offset a large proportion of this existing nitrate source to the basin. CVWD is pursuing a number of septic to sewer conversions to improve groundwater quality and sanitation within small communities in the East Valley. In 2018, CVWD completed a master planning effort to identify and prioritize parcels with septic systems within East Valley that could benefit from consolidation with its public sanitation system. The master planning effort involved representatives from SWRCB, DEH, and multiple non-profits through the DACI Task Force. Nearly 90 individual septic systems were identified, ranked, and prioritized for consolidation. The effort screened

the priority systems to 55 and then grouped those into 18 sanitation consolidation projects based on proximity and potential to develop a backbone system in the East Valley. Several of the top five ranked consolidation projects in the master planning process – El Mesquite, Sunbird, Airport Blvd, Monroe Street, and Avenue 66 – are currently in the preliminary design, environmental compliance, and funding phases. Construction for those projects is anticipated to begin within the next 5 years. CVWD will continue to implement consolidations as funding becomes available in the future.

### **11.6.2 Coachella Valley Salt and Nutrient Management Plan (CV-SNMP)**

In 2015, the CV-SNMP was developed for the Coachella Valley Groundwater Basin in accordance with the *Recycled Water Policy*. The SNMP was prepared to manage salts and nutrients on a Subbasin-wide basis, while encouraging recycled water use. However, the RWQCB found the 2015 CV-SNMP insufficient and made recommendations for improvements in 2020. In 2020 and 2021, the CV-SNMP partners – which include CVWD, Coachella Sanitary District, City of Palm Springs, CWA, DWA, IWA, Mission Springs Water District, Myoma Dunes Mutual Water Company, and Valley Sanitary District – prepared a CV-SNMP Groundwater Monitoring Program Workplan and a CV-SNMP Development Workplan to guide revisions to the plan.

#### **11.6.2.1 PMA 27: Implement CV-SNMP Groundwater Monitoring Program Workplan**

The GSAs, along with the other CV-SNMP partners, will implement the *CV-SNMP Groundwater Monitoring Program Workplan* (Monitoring Workplan; see Appendix 2-A) submitted to the RWQCB in December 2020 outlining an expanded groundwater monitoring program that would sufficiently determine whether concentrations of TDS and N in groundwater are consistent with water quality objectives. The RWQCB approved the Monitoring Workplan in February 2021. The Monitoring Workplan covers all Subbasins within the Coachella Valley Groundwater Basin except for the San Gorgonio Pass Subbasin; includes sampling from the deep, shallow, and perched zones of the aquifer; focuses on critical areas near large WRPs, GRFs, and other potential sources of loading; and emphasizes areas near production wells. The Monitoring Workplan establishes the monitoring network, sampling frequency, and reporting, and identifies gaps to be filled in the monitoring network. Monitoring data will be reported to the GAMA system annually starting in 2022. The monitoring program established in Chapter 10, *Monitoring Program*, was coordinated with the CV- Monitoring Workplan.

#### **11.6.2.2 PMA 28: Implement CV-SNMP Development Workplan**

The GSAs, along with the other CV-SNMP partners, will implement the *CV-SNMP Development Workplan* (Development Workplan; see Appendix 2-A) submitted to the RWQCB in April 2021 outlining a scope of work for updating the CV-SNMP in accordance with the *Recycled Water Policy*. The CV-SNMP agencies have submitted a draft Development Workplan that will be presented to the RWQCB for discussion at their September 2021 meeting. The goal of the Development Workplan is to outline the steps necessary to resolve the challenges identified by the RWQCB in their review comments. Implementation of the Workplan will involve conducting public outreach and creating a technical advisory committee, characterizing current groundwater quality and loading, developing N/TDS forecasting methodologies, completing forecasting for multiple scenarios, selecting a preferred scenario, establishing management zones, and recommending TDS objectives. The implementation schedule for the Development Workplan concludes with a final CV-SNMP submitted to the RWQCB in 2026.

The CV-SNMP update may require implementation of mitigation for N/TDS loading, which will be evaluated during implementation of the Development Workplan. Mitigation may include the types of activities identified in the *2010 CVWMP Update* and *2015 CV-SNMP*:

- **Enhanced Septic Systems.** For areas where sewer conversion is not feasible due to economic or physical constraints, the use of enhanced septic technologies can provide additional nitrate removal. The EPA Environmental Technology Verification Program's Water Quality Protection Center provides several septic technology alternatives for enhanced nutrient reduction.
- **Regulation of Self-Regenerating Water Softeners.** A preventable source of salts to the Subbasin is the use of self-regenerating water softeners (SRWS). SRWS use an ion-exchange media to replace calcium and magnesium that contribute to hardness in water, with sodium and/or potassium. The salt added using SWRS enters the sewer/septic system and returns to the groundwater basin through percolation ponds after waste treatment or through irrigation of recycled water. In some regions of the State, prohibitions on the installation/sale of SRWS have been implemented to manage salt addition to the wastewater stream.
- **Fertilizer Application Optimization.** Fertilizers containing nitrogen are a known source of nitrate to the groundwater basin. The use of recycled water that contains higher concentrations of nutrients can reduce the reliance on fertilizers as the nutrient source to a particular crop, resulting in reduced importation of nutrients to the Subbasin. Agencies can communicate the nutrient loads of their recycled water supplies to their users and the users incorporate these nutrient loads when determining the need for fertilizer applications.

#### 11.6.2.3 PMA 29: Colorado River Basin Salinity Control Forum

The Salinity Forum, which is a cooperative effort involving federal, state, and local agencies, includes projects that remove salt tonnage. This will be accomplished principally by reducing the salt contributions to the Colorado River from existing sources and minimizing future increases in salt load caused by human activities. CVWD will continue to support and participate in Salinity Forum efforts, including construction of salinity control measures (for example, prevention of inflow to the river from saline springs), advancement of policies for effluent limitation (for example, policies addressing discharges from fish hatcheries), and implementation of non-point source management plans (for example, improved irrigation practices).

#### 11.6.2.4 PMA 30: Source Water Protection

Well management programs are required to ensure that existing and future wells do not impact the usability of the groundwater resource. Specific programs applicable to the Coachella Valley are well construction/destruction/abandonment policies, artesian well management, and well capping:

- **Well Construction, Destruction, and Abandonment.** Improperly constructed wells can result in poor yield and contaminated groundwater by establishing a pathway for pollutants to enter a well, allowing migration between aquifers of water with varying quality, or enabling the unauthorized disposal of waste into the well. Inactive or improperly abandoned wells present a physical danger and can allow groundwater pollution. Existing well construction, destruction and abandonment policies will be strengthened and implemented in cooperation with Riverside County DEH.

- **Leaking Artesian Well Rebate Program.** Historically, artesian groundwater conditions existed in much of the East Valley. Artesian flows occurred in decreasing amounts until the early 1990s (CVWD, 2010). As water management actions in the Indio Subbasin restore water levels, artesian conditions may reoccur. However, most wells are not properly equipped to deal with artesian pressure. CVWD will continue to implement the Leaking Artesian Well Rebate Program to educate and work with well owners to properly control artesian wells to avoid unnecessary waste of water and the potential for property damage.

### 11.7 Deferred Projects

The projects contained in this section have been determined by the GSAs as currently unfeasible or unnecessary at this time given Indio Subbasin conditions; however, they are retained here for future reference in case Indio Subbasin conditions change and additional management strategies are needed or if projects become feasible in the future. The *2010 CVWMP Update* includes more detailed description of these projects. The deferred projects include the following:

- **Intentionally Created Surplus Program.** The potential may exist to develop additional supply under the Intentionally Created Surplus (ICS) program. The ICS program was created by the *Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead* in December 2007 (USBR, 2007). CVWD is currently not participating in the ICS program.
- **Yuma Desalter Saved Water.** The Yuma Desalter was constructed by USBR in 1992 to treat saline agricultural return flows from the Wellton-Mohawk Irrigation and Drainage District. The plant has been maintained since construction, but only operated three times since then. Given that the Yuma Desalter has not been operated in the past 10 years, this project has been deferred.
- **Development of Fargo Canyon Subarea Supplies.** Growth in Indio Subbasin areas northeast of the San Andreas fault will create additional demands for both potable and non-potable water. CVWD and the cities of Coachella and Indio would need to investigate groundwater resources in the Fargo Canyon Subarea of the Desert Hot Springs Subbasin to determine the available supply and suitability for meeting demands in the area.
- **Stormwater Capture.** Stormwater capture has been identified as a potential method to augment local water supplies. Short duration, high intensity storms inducing large flows make it cost prohibitive for long term capture. The cities and unincorporated communities within the Plan Area – through the *Municipal Separate Storm Sewer System (MS4)* permit – require local runoff induced by increased impervious area related to new developments to include stormwater capture and recharge infrastructure. The potential yield of these smaller systems is not known at this time. Consequently, stormwater capture is categorized as deferred, but may be considered in conjunction with other projects that construct stormwater and flood control facilities.
- **Storage Opportunities with Imperial Irrigation District (IID).** As part of the QSA, CVWD and IID have signed an agreement that allows IID to store surplus Colorado River water in the Coachella Valley. This program would benefit Coachella Valley by providing higher levels of groundwater storage while IID water is stored in the Valley. However, IID does not actively use the Indio Subbasin for conjunctive use.



- **Urban Water Treatment.** The use of Canal water for potable uses would require treatment to meet drinking water regulations. In 2008, CVWD completed a pilot treatability study for Canal water (Malcolm-Pirnie, 2008) which investigated three alternative treatment approaches for meeting the Surface Water Treatment Rule and providing RO to reduce the salinity of Colorado River water delivered for urban use. This project has been categorized as deferred because direct treatment and use of Canal water is not planned by CVWD.
- **Colorado River Desalination.** This project proposes to construct three or more separate RO treatment facilities, one at each recharge location, to remove the salt and other minerals from Colorado River water and to recharge the treated water into the Subbasin. However, this project has been categorized as a deferred project because the size, complexity, and intermittent operation of required treatment facilities would be cost prohibitive, exceed available renewable energy supplies, and would require a feasible plan for brine disposal.
- **Construction of SWP Extension.** This project includes direct delivery of SWP through the construction of a SWP extension of the California Aqueduct. A direct connection to the terminus of the East Branch of the California Aqueduct in Cherry Valley would require at least 23-miles of conveyance pipeline. This project has been categorized as a deferred project because construction of such a pipeline (or aqueduct) is an expensive alternative to the existing exchange agreement with MWD and could adversely impact this agreement resulting in significant reductions in SWP supplies. Additionally, project permitting and approvals present uncertainty and there would be a significant environmental impact. In addition, direct importation of SWP water would most likely result in the loss of approximately 100,000 AFY of Colorado River water that results from the exchange of SWP water for QSA water from MWD.
- **Drain Water Desalination.** Drain water desalination was recommended for irrigation purposes and considered a maximum of 100,000 AFY to be delivered to the Canal water distribution system. CVWD has concluded drain water desalination is not needed at this time to meet projected demands and is therefore categorized as a deferred project.
- **Ocean Water Desalination.** Coastal communities in Southern California are developing and implementing ocean water desalination. Though opportunities to work with coastal communities to develop ocean water desalination may arise in the future, ocean water desalination has been categorized as a deferred project as it is more expensive than other sources of water, is energy intensive, and requires multiple agreements to implement.

### 11.8 PMA Implementation

The sections above provide a menu of potential PMAs that could be selected and implemented by the GSAs, depending on the outcomes of the monitoring programs and adaptive management process. Table 11-3 includes the implementation actions necessary to move these projects and programs forward to ensure Indio Subbasin sustainability.

**Table 11-3. Alternative Plan Update Implementation Actions**

Activity Name	Project Proponent(s)	Activity Name	Activity Description
<b>Water Conservation</b>			
<b>PMA 1: Urban Water Conservation</b>	CVWD, DWA, IWA, CWA	Outreach/Education and CV Water Counts	Continue to implement public information programs, including CV Water Counts. Educate the public on conservation programs being planned and/or implemented, as well as educational tips that customers can use to lower their water usage. Includes publications, demonstration gardens, workshops, community events, website, social media, and a school education program.
	CVWD, DWA, IWA, CWA	Water Shortage Contingency Plan (WSCP)	Implement WSCP as needed in response to drought conditions. Implement supply augmentation, demand reduction, and operational changes as needed to meet declared shortage level.
	CVWD, DWA, IWA, CWA	Grant Funding	Pursue grant funding to fund urban water conservation programs at a higher level, as needed.
	CVWD, DWA, IWA, CWA	Conservation Study	Conduct a Conservation Study, including a detailed analysis of market saturation. Quantify potential savings from implementing current programs, relative cost on an AF basis, and potential for future savings.
	CVWD, DWA, IWA, CWA	Update and Implement Water Rates	Update Replenishment Assessment Charge and all water and sewer rates as necessary per cost of service studies. Consider tiered rates. Implement updated rates.
	CVWD, DWA, IWA, CWA	Leak Detection/Water Loss	Continue to implement water loss reduction programs and practices.
	CVWD, DWA, IWA, CWA	Implement Landscape Ordinance	Continue to implement MWELO, including plan checks.
	CVWD, DWA	Water Audits	Continue to implement Large Landscape Irrigation Audit Program to assist users in maximizing the efficient operation of their irrigation system by measuring performance, generating irrigation schedules and recommending improvement actions.
	CVWD	Professional Landscaper Training	Continue to host a LCP for professional landscapers that focuses on water use efficiency.
	CVWD, DWA	Water Waste Program/Patrols	Actively patrol the service area for water waste violations. Unresolved issues result in increasing fines to customers.

Activity Name	Project Proponent(s)	Activity Name	Activity Description
	CVWD, DWA, IWA, CWA	Indoor Rebates	Implement indoor rebate programs, designed to assist homeowners and commercial customers who want to reduce their water usage by upgrading or replacing devices, or installing new technology to improve efficiency.
	CVWD, DWA, IWA, CWA	Landscape/Outdoor Rebates	Implement landscape/outdoors rebates, designed to assist homeowners, HOA, and commercial customers who want to reduce their outdoor water usage by converting their lawn to desert-friendly landscaping, installing smart irrigation controllers, or improving the efficiency of their systems. Reducing outdoor usage is the best way to meet a monthly water budget.
<b>PMA 2: Golf Water Conservation</b>	CVWD	Golf & Water Task Force Meetings	Continue to meet bi-monthly, or as needed, with Golf & Water Task Force to discuss conservation programs that support golf courses.
	CVWD	Model Golf Course Water Budgets	Continue to create model water budgets for area golf courses and provide that information to the courses. While the courses are not billed according to those budgets (see water budget based tiered rates below), they can use the budget as a tool to determine their efficiency rates.
	CVWD	Golf Course Education Programs	Develop golf course incentive programs that provide education for golf course managers on water use efficiency.
	CVWD, DWA	Grant Funding	Secure grant funding as available to create incentive programs for water use efficiency such as lake liner programs, irrigation efficiency programs, or turf removal rebates.
	CVWD	Conservation Study	Complete a Conservation Study to better quantify potential savings from implementing current or proposed golf conservation programs, relative cost on an AF basis, and potential for future savings as needed.
<b>PMA 3: Agricultural Water Conservation</b>	CVWD	AWAG Meetings	Continue to meet bi-annually with AWAG to discuss any updates that impact the agricultural community and receive input from local farmers.
	CVWD	Agricultural Efficiency	Work with other agencies and organizations through AWAG to identify projects and programs that could assist farmers, including small farmers, on improving water use efficiency.

Activity Name	Project Proponent(s)	Activity Name	Activity Description
	CVWD	Agricultural Resource Page	Maintain agriculture page on CVWD website with links to resources such as agricultural articles, grants and rebates, meetings and groups, education, and trainings.
	CVWD	Grant Funding	Secure grant funding to create incentive programs for water use efficiency such as flood-to-drip rebates, soil sensor programs, or irrigation fixture upgrades.
	CVWD	Conservation Study	Complete a Conservation Study to better quantify potential savings from implementing current or AWAG identified programs, relative cost on an AF basis, and potential for future savings as needed.
<b>Water Supply Development</b>			
<b>PMA 4: Increased Surface Water Diversion</b>	DWA	Surface Water Diversions	Increase surface water diversions for replenishment at WWR-GRF for use in its domestic water supply system.
<b>PMA 5: Delta Conveyance Facility</b>	CVWD, DWA	DCF Deliveries	Continue participation in DCF, anticipated to increase Table A deliveries from 45% to ~58% starting in 2041; 60% Table A and 40% Article 21
<b>PMA 6: Lake Perris Seepage</b>	CVWD, DWA	Lake Perris Seepage	Continue participation in Lake Perris Seepage, which installs a series of five pumps placed down-gradient from the face of the Lake Perris Dam that will pump seepage from the lake into a collection pipeline that discharges directly into MWD's Colorado River Aqueduct. Anticipated 2025-2045 per 2019 Terms Sheet, 2,753 AFY
<b>PMA 7: Sites Reservoir</b>	CVWD, DWA	Sites Reservoir	Continue participation in Sites Reservoir, which captures and stores stormwater flows from the Sacramento River for release in dry years. Deliveries at 11,550 AFY (participation amount with assumed 30% conveyance loss) beginning in 2035.
<b>PMA 8: Future Supplemental Water Acquisitions</b>	CVWD, DWA	Supplemental Water	Enter into new agreements for Supplemental water, as available from SWP or Colorado River.
<b>PMA 9: EVRA Potable Reuse</b>	IWA	Implement Groundwater Model and PDR	Implement groundwater model and begin regulatory and stakeholder engagement. FY 2021-2023. Preliminary Design FY 2023-2024.

Activity Name	Project Proponent(s)	Activity Name	Activity Description
<b>Source Substitution and Replenishment</b>			
<b>PMA 10: Mid-Valley Pipeline (Canal Only Customers)</b>	CVWD	FY 32-40 Mid-Valley Pipeline Golf Course Connections/Design & Construction	Seek Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Improvements for the Nation Act (WIIN) grant funding support to design and construct mid-valley pipeline canal connections to Indian Wells Country Club, El Dorado Country Club, La Rocca, Marrakesh Country Club, Shadow Mountain, Vintage Country Club, Morningside Country Club, Chaparral Country Club, Date Palm Country Club, Rancho Las Palmas, Monterrey Country Club, Thunderbird Country Club, and Porcupine Ridge. The projects will expand canal delivery for landscape irrigation to area golf courses.
<b>PMA 11: Mid-Canal Storage Project</b>	CVWD	Design and Environmental	Develop plans, specifications, and engineering (PS&E), along with environmental permitting support, for the project.
	CVWD	Mid-Canal Storage Construction	Construct a wide trapezoidal reservoir section within the Coachella Canal to store peak flows, improve water efficiency, and limit water waste.
<b>PMA 12: East Golf Expansion</b>	CVWD	East Golf Expansion	Deliver Canal water to 5 additional golf courses in East Valley.
<b>PMA 13: Oasis Distribution System</b>	CVWD	Oasis Distribution System	Expand the Canal water delivery system to the Oasis area. Substitute groundwater production with Canal water for agricultural irrigation and other non-potable landscape irrigation.
<b>PMA 14: WRP-10 Recycled Water Delivery</b>	CVWD	FY 18 Non-Potable Water Golf Course Connections/Construction	Seek CWSRF and WIIN grant funding support to construct non-potable water connections to Oasis Country Club, Woodhaven Country Club, Palm Desert Resort Country Club, Bermuda Dunes Country Club, Marriott Desert Springs, Marriott Shadow Ridge, Emerald Desert, and T1 Pump Station. The project will expand non-potable water landscape irrigation to area golf courses.
	CVWD	FY 21 Non-Potable Water Golf Course Connections/Design & Construction	Seek CWSRF and WIIN grant funding support to design and construct non-potable water connections to Suncrest Country Club, Rancho Mirage Country Club, Annenberg, Tamarisk Country Club, Tri-Palm Country Club, Jack Ivey Ranch, Palm Royale Country Club, Southwest Community Church, and Indian Wells Tennis Garden. The project will expand non-potable water landscape irrigation to area golf courses.

Activity Name	Project Proponent(s)	Activity Name	Activity Description
	CVWD	FY 22 Non-Potable Water Golf Course Connections/Design & Construction	Seek CWSRF and WIIN grant funding support to design and construct upsizing improvements to the existing NPW pipelines, converting Indian Ridge Country Club to lake delivery, and non-potable water connections to Desert Island and Springs Country Club. The project will expand non-potable water landscape irrigation to area golf courses.
	CVWD	FY 25 Non-Potable Water Golf Course Connections/Design & Construction	Seek CWSRF and WIIN grant funding support to design and construct non-potable water connections to Mission Hills Country Club, Westin Hills, Outdoor Resort, and Forest Lawn. The project will expand non-potable water landscape irrigation to area golf courses.
	CVWD	Future Non-Potable Water Golf Course Connections/Design & Construction	These projects are planned for FY26 and beyond depending on new golf courses and residential tracts.
<b>PMA 15: WRP-7 Tertiary Expansion</b>	CVWD	FY 21 – WRP-7 Tertiary Treatment Expansion and MP113.2 Pump Station Upgrade/Construction.	Seek CWSRF and WIIN grant funding support to construct an expansion of the tertiary system by 2.5 mgd for a total capacity of 5.0 mgd, add a 5-million-gallon tertiary water storage bladder, repurpose a land disposal pond to accept secondary effluent for pretreatment, and upgrade the capacity of the MP 113.2 canal water pump station. The project will expand non-potable water landscape irrigation to area golf courses.
<b>PMA 16: Canal Water Pump Station Upgrade</b>	CVWD	Canal Water Pump Station Upgrade	Construct pump station to convey Canal water. Complete design of MP 113.2 Canal Water Pump Station upgrade in 2022. Complete construction in 2026.
	CVWD	FY21 – WRP-7 Tertiary Treatment Expansion and MP113.2 Pump Station Upgrade/Construction	Seek CWSRF and WIIN grant funding support to construct a capacity upgrade to the existing pump Station at MP 113.2 canal water pump station. The additional pump station capacity will expand non-potable water landscape irrigation to area golf courses.

Activity Name	Project Proponent(s)	Activity Name	Activity Description
<b>PMA 17: WRP-7 Recycled Water Delivery</b>	CVWD	FY 22 Non-Potable Water Golf Course Connections/Design & Construction	Seek CWSRF and WIIN grant funding support to design and construct non-potable water connections to Talavera Residential Community, Young's Family Farms, and Shadow Hills High School, and Shadow Hills North Golf Course. The project will expand non-potable water landscape irrigation to area golf courses.
<b>PMA 18: WRP-4 Tertiary Expansion &amp; Delivery</b>	CVWD	FY 22 WRP-4 – Phase 1A Tertiary Expansion and New Customer Connections/Construction	This project includes seeking CWSRF and WIIN grant funding support to construct an expansion of the tertiary system by 2.5 mgd and connect three new irrigation farm customers including Grimmway Farms, West Coast Turf, and Ocean Mist. The project will expand non-potable water to area irrigation customers.
	CVWD	FY 26 WRP-4 – Phase 1B Tertiary Expansion and New Customer Connections/Design & Construction	This project includes seeking CWSRF and WIIN grant funding support to construct an expansion of the tertiary system by 7.5 mgd for a total capacity of 10 mgd and connect new irrigation farm customers. The project will expand non-potable water to area irrigation customers.
<b>PMA 19: DWA WRP Recycled Water Delivery</b>	DWA	DWA WRP Recycled Water	Increase deliveries of recycled water in DWA's service area consistent with existing customer demands, wastewater flow growth and new cost-effective connections.
<b>PMA 20: PD-GRF Expansion</b>	CVWD	FY 22 - Palm Desert Groundwater Facility - Phase II	Construct three groundwater replenishment basins to receive Colorado River water within the Whitewater River Stormwater Channel. A groundwater replenishment facility will serve to help mitigate historical groundwater level declines within the West Whitewater River Sub-basin Area. Approximately an additional 15,000 AFY of Colorado River water will be delivered via the adjacent Mid-Valley Pipeline, for a total replenishment in the near vicinity of 25,000 AFY.
<b>PMA 21: TEL-GRF Expansion</b>	CVWD	TEL-GRF Expansion	Expand recharge capacity at the TEL-GRF from 37,000 to 40,000 AF.
<b>PMA 22: WWR-GRF Operation</b>	CVWD, DWA	Maximize WWR-GRF Replenishment	Continued operation of WWR-GRF at maximum available replenishment water. If additional SWP exchange water can be acquired, increase replenishment.

Activity Name	Project Proponent(s)	Activity Name	Activity Description
<b>Water Quality Protection</b>			
<b>PMA 23: Eliminate Wastewater Percolation</b>	CVWD, CWA, DWA	Eliminate Wastewater Percolation	Eliminate wastewater percolation. Recycle water that would have been percolated to be protective of water quality.
<b>PMA 24: Wellhead Treatment</b>	CVWD, DWA, IWA, CWA	Wellhead Treatment	Assess the need to expand groundwater treatment facilities to treat additional wells in the future for arsenic, nitrate, or other constituents.
	IWA	Hexavalent Chromium Wellhead Treatment	Pending Cr6 MCL, upgrade resin at existing IX treatment plants (FY 2021-22). Begin design and construction of new wellhead treatment facilities (FY 2022-26)
<b>PMA 25: Small Water System Consolidations</b>	CVWD, DWA, IWA, CWA	Small Water System Consolidations	Extend urban water service to small water systems (e.g., mobile home/RV park communities) with deficient infrastructure and poor water quality. Implement consolidations as grant funding becomes available.
	CVWD	Saint Anthony Water Consolidation Project	Seek grant funding to design and construct a new domestic water pipeline along Avenue 66 and adjacent roadways to serve the Saint Anthony area with clean, safe drinking water.
	CVWD	Valley View Water Consolidation Project	Seek grant funding to design and construct a new domestic water pipeline along Airport Blvd and adjacent roadways to serve the Valley View area with clean, safe drinking water.
<b>PMA 26: Septic to Sewer Conversions</b>	CVWD, DWA, IWA, CWA	Septic to Sewer Conversions	Seek USDA, CWSRF, and WIIN grant funding support to design and construct septic-to-centralized sewer systems and expand service to DACs. Implement conversions as grant funding becomes available.
	CVWD	Monroe Trunk Sewer	Seek grant funding to design and construct a new sewer pipeline along Monroe Street from Avenue 62 to Avenue 64 to expand CVWD's service area to the tribal residential neighborhood within the intersection of Avenue 64 and Monroe.
	CVWD	Avenue 66 Trunk Sewer	Seek grant funding to design and construct a new sewer pipeline along Avenue 66 and Harrison to expand CVWD's service area to the Torres-Martinez Coachel center, Sunbird Mobile Home Park, and residential neighborhood within Middleton Road.



Activity Name	Project Proponent(s)	Activity Name	Activity Description
	CVWD	Airport Blvd Sewer Consolidation Project	Seek grant funding to design and construct a new sewer collection system (gravity sewer pipelines and lift stations), along Desert Cactus Dr, Ave 57th, Fillmore St and Airport Blvd.
<b>PMA 27: Implement CV-SNMP Groundwater Monitoring Program Workplan</b>	CVWD, DWA, IWA, CWA	Implement CV-SNMP Workplans	Implement the CV-SNMP Groundwater Monitoring Program Workplan approved by the RWQCB to expand and improve the region's groundwater monitoring system for water quality.
<b>PMA 28: Implement CV-SNMP Development Workplan</b>	CVWD, DWA, IWA, CWA	Implement CV-SNMP Workplans	Develop a compliant CV-SNMP per the SNMP Development Workplan submitted to the RWQCB.
<b>PMA 29: Colorado River Basin Salinity Control Forum</b>	CVWD, DWA	Colorado River Salinity Forum	Support implementation of Colorado River Salinity Forum projects through participation and comments on Forum activities.
<b>PMA 30: Source Water Protection</b>	CVWD, DWA	Abandoned well management program	Continue cooperating with Riverside County DEH to identify and cap/destroy unused wells.
	CVWD	Leaking artesian well rebate program	Continue implementing CVWD's leaking artesian well rebate program.
	CVWD	Well management rebate programs	Continue to secure grant funding when available to supplement leaking artesian well rebate program and fund proper abandonment/destruction of unused wells.

## CHAPTER 12: PLAN EVALUATION AND IMPLEMENTATION

This *Alternative Plan Update* describes the planning process for the Groundwater Sustainability Agencies (GSAs) in achieving a reliable and sustainable water supply. This chapter provides an evaluation of how implementation of this Plan will achieve the dual goals of meeting projected demands and maintaining groundwater sustainability. This chapter also outlines the *Alternative Plan Update* implementation activities necessary to support those goals.

### 12.1 Plan Evaluation

This *Alternative Plan Update* includes analysis of the range of uncertainties facing the GSAs in planning for a balance of future water demands and supplies. Chapter 5, *Demand Projections*, and Chapter 6, *Water Supply*, both address potential future conditions that are outside of the GSAs' control, including increased municipal or agricultural demands, climate change, and regulatory changes. The planning process considered those uncertainties in the development of the five Plan scenarios in Chapter 7, *Numerical Model and Plan Scenarios*, which analyzed a range of potential future conditions given those uncertainties. Chapter 11, *Projects and Management Actions*, then lays out an adaptive management process by which the GSAs can identify and select projects and management actions (PMAs) for implementation based on Indio Subbasin conditions. The PMAs are packaged in the Plan scenarios, and as described in Chapter 7, *Numerical Model and Plan Scenarios*, the scenarios associated with the 5-Year Plan and Future Projects indicate that the GSAs can maintain the Subbasin water balance despite climate change. Indio Subbasin conditions will be evaluated using the monitoring data as outlined in Chapter 10, *Monitoring Program*, and as compared to the sustainability objectives and thresholds established in Chapter 9, *Sustainable Management*. Each of these components of the planning process is essential to a water management plan that meets projected demands and maintains groundwater sustainability.

#### 12.1.1 GSA Priorities

Consistent with the development and approach of this *Alternative Plan Update* (see Chapter 1, *Introduction*) and guided by the sustainability goal and objectives (see Chapter 9, *Sustainable Management*), the GSAs have collaboratively defined priorities for the PMAs. While overdraft has been reversed in terms of chronic groundwater level declines, storage depletion, subsidence, and seawater intrusion, the GSAs still face uncertainties in terms of forecasted demands and water supply availability.

Accordingly, this Plan Evaluation has focused on securing water reliability and resilience, namely the ability to provide consistent water supply and to respond to changing future conditions. Water supply reliability in the Indio Subbasin is the GSAs' ability to consistently provide adequate water supply to meet projected demands while sustainably managing the Subbasin.

*Chapter 6, Water Supply*, describes currently available and projected future water supplies, but does not quantify future groundwater supplies, which will be the result of conjunctive use of groundwater storage and supplies with other water supplies. The role of groundwater is quantified using the numerical model as described in Chapter 7, *Numerical Model and Plan Scenarios*. In brief, the projected local surface water and imported supplies alone are not fully adequate to meet the anticipated demands in Chapter 5, *Demand Projections*, but the scenarios simulated with the model demonstrate that with available groundwater supplies the Indio Subbasin can reliably and sustainably meet future demands under a range of conditions. Historical data included in Chapter 4, *Current and Historical Groundwater Conditions*,

demonstrate that the management activities under the *Coachella Valley Water Management Plan 2010 Update (2010 CVWMP Update)* (Coachella Valley Water District [CVWD], 2012) have eliminated groundwater overdraft, stopped subsidence, and reversed seawater intrusion. To maintain water reliability and resilience through the planning horizon, the GSAs established the following priorities (in no particular order) for use in selection of PMAs:

- Fully use available Colorado River water supplies
- Support improvement of the long-term reliability of SWP supplies, including participation in the Delta Conveyance Facility (DCF)
- Continue developing recycled water as a reliable local water supply
- Implement source substitution and replenishment for resilience in response to changing conditions and for maintenance of long-term groundwater supply reliability
- Increase water-use efficiency across all sectors
- Participate in development of the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) to address salt and nutrient management in the Indio Subbasin.

The project list is provided in Chapter 11, *Projects and Management Actions*, along with implementation actions associated with each PMA. Using an adaptive management process, the GSAs can adjust project implementation if monitoring shows that water demands and supplies are higher or lower than projected or if tracking of groundwater levels indicates that undesirable results (including storage depletion and subsidence) could occur in the foreseeable future. Projects listed as “deferred” in Chapter 11, *Projects and Management Actions*, are not currently needed to achieve Indio Subbasin sustainability within the planning horizon but are retained as possible PMAs for future implementation as needed.

### 12.1.2 Water Supply Evaluation

This *Alternative Plan Update* continues the provision from the *2010 CVWMP Update* of a supply buffer on both municipal and agricultural demands. A 10 percent supply buffer was applied to projected municipal demands, plus an additional 1,500 acres of agricultural demands (see Table 12-1). This supply buffer (28,415 acre-feet per year [AFY]) ensures that the GSAs are planning for adequate supplies to meet anticipated growth over the coming 25 years. Table 12-1 also includes the demand forecast with expanded agricultural demands that was considered in Chapter 7, *Numerical Model and Plan Scenarios*.

**Table 12-1. Demand Forecast with Supply Buffer (AFY)**

	5-Yr Average (2015-2019)	2020	2025	2030	2035	2040	2045
<b>Demand Forecast</b>							
Municipal	157,800	180,318	192,098	204,163	216,074	225,997	235,148
Agricultural	292,100	290,312	287,092	284,693	283,045	281,644	280,243
Golf	105,300	105,300	106,075	106,850	107,625	107,625	107,625
Other	19,500	18,893	21,593	21,593	21,593	21,593	21,593
<b>Total</b>	<b>574,700</b>	<b>594,823</b>	<b>606,858</b>	<b>617,299</b>	<b>628,337</b>	<b>636,859</b>	<b>644,610</b>
<b>Demands with Supply Buffer</b>							
<b>Demands with Supply Buffer</b>		<b>617,754</b>	<b>630,968</b>	<b>642,616</b>	<b>654,845</b>	<b>664,359</b>	<b>673,025</b>
<b>Expanded Agricultural Demands with Supply Buffer</b>		<b>617,754</b>	<b>637,985</b>	<b>656,650</b>	<b>675,897</b>	<b>692,428</b>	<b>708,111</b>

The potential local and imported supplies described below are based on the information presented in Chapter 6, *Water Supply*.

#### 12.1.2.1 Local Supplies

Table 12-2 provides a summary of the local water supplies in the Indio Subbasin that are simulated for the year 2045 under each of the four Plan scenarios with climate change. These include surface water diversions, local watershed runoff that naturally infiltrates, recycled water, and net groundwater inflows from uses and other sources that replenish the Subbasin, less outflows. Chapter 6, *Water Supply*, quantifies the surface water, watershed runoff, and recycled water that is available to the GSAs under historical and climate change conditions (refer to Table 6-16). Return flows are groundwater inflows and were calculated during development of the Plan scenarios summarized in Chapter 7, *Numerical Model and Plan Scenarios* (refer to Table 7-12). Note that net groundwater inflows are listed at the bottom, separate from local supplies. While net inflows contribute to the available groundwater supply, they are calculated as part of the model simulations.

#### 12.1.2.2 Imported Supplies

The imported water supplies in the Indio Subbasin consist of Colorado River water, SWP exchange supplies, and other imported water sources (e.g., Rosedale Rio-Bravo transfer). Chapter 6, *Water Supply*, quantifies the total imported water supply available from all three sources under historical and climate change conditions (refer to Table 6-16). Chapter 7, *Numerical Model and Plan Scenarios* (Section 7.5), explains where those supplies were directed under the Plan scenarios, either for direct delivery or replenishment. Table 12-2 provides a summary of the imported supplies projected for the year 2045 under each of the with-project Plan scenarios.

**Table 12-2. Comparison of Planned Supplies Under Plan Scenarios, 2045 (AFY)**

	5-Year Plan with Climate Change	Future Projects with Climate Change	Expanded Agriculture with Climate Change
<b>Local Supplies</b>			
Surface Water Diversions	6,000	6,000	6,000
Natural Infiltration <sup>a</sup>	29,200	29,200	29,200
Recycled Water - Current	13,398	13,398	13,398
Recycled Water - Future <sup>b</sup>	6,815	11,815	11,815
<b>Imported Supplies</b>			
Colorado River (less Conveyance Losses) <sup>c</sup>	411,550	411,550	411,550
SWP Water (less Allocation To MC-GRF) <sup>c</sup>	78,248	78,248	78,248
Other: Rosedale Rio-Bravo <sup>d</sup>	0	0	0
Delta Conveyance Facility	0	23,562	23,562
Lake Perris Seepage	0	2,484	2,484
Sites Reservoir	0	10,426	10,426
<b>Total Local + Imported Supplies</b>	<b>545,211</b>	<b>586,683</b>	<b>586,683</b>
Net Groundwater Inflow <sup>e</sup>	121,660	114,320	117,636
<b>Total Supplies with Net Returns from Use</b>	<b>666,871</b>	<b>701,003</b>	<b>704,319</b>

<sup>a</sup> Natural infiltration of watershed runoff excludes surface water diversions and outflow to Salton Sea.

<sup>b</sup> Recycled Water – Future includes planned potable reuse projects by East Valley Reclamation Authority.

<sup>c</sup> Colorado River and SWP supply volumes do not account for evaporative loss that occurs during replenishment activities. Those losses were accounted for in the modeling.

<sup>d</sup> Rosedale Rio-Bravo supply is available through year 2035 and is zero in 2045. Included here to align with Chapter 6, *Water Supply* tables.

<sup>e</sup> Net groundwater inflow includes agricultural, golf course, and municipal return flows, plus subsurface inflow and wastewater percolation, less subsurface outflow, drain flow, and ET. Note that net groundwater inflow values are 25-year averages, not year 2045. Refer to Table 7-12.

As shown in Table 12-2, the GSAs forecast existing available supplies in the 5-Year Plan with Climate Change scenario and then forecast the implementation of future supplies in the Future Projects with Climate Change and Expanded Agriculture with Climate Change scenarios. Although the volume of existing imported water sources remains constant across the Plan scenarios, that supply is directed to different uses in the scenarios. In the Future Projects and Expanded Agriculture scenarios, additional imported water sources are included in the forecast. As the GSAs implement non-potable connections to deliver Canal water directly throughout the Subbasin, Colorado River replenishment volumes are adjusted and groundwater levels, storage, pumping, and other outflows change. This results in the different groundwater outcomes for the scenarios, as described in Chapter 7, *Numerical Model and Plan Scenarios*.

As shown in this *Alternative Plan Update*, the local surface water and imported water sources in the GSAs' current water supply portfolio are adequate to meet projected demands if the supply buffer is not considered. A comparison of the projected water demands (refer to Table 12-1) with the available water supplies identified in Chapter 6, *Water Supply*, is presented in Table 12-2 and Figure 12-1. The figure shows available water supplies, as modeled in Chapter 7, *Numerical Model and Plan Scenarios*, in year 2045 because that is peak projected demand within the planning horizon. The baseline demand forecast in Table 12-1 is 644,610 AFY by 2045 and all three Plan scenarios in Table 12-2 have adequate supply to meet that demand, which some supply buffer. Additionally, as demonstrated in Chapter 7, *Numerical Model and Plan Scenarios*, all three with-project Plan scenarios will gain in groundwater storage over the planning horizon. Should some type of extended shortage, drought, or emergency occur, the GSAs have other water management tools, such as more aggressive implementation of water conservation programs and Water Shortage Contingency Plans, to address supply gaps. To ensure water supply reliability and resilience through the planning horizon, the GSAs are committed to the suite of additional supply and source substitution projects identified in Chapter 11, *Projects and Management Actions*.

The GSAs manage their portfolio of local and imported water supplies conjunctively with groundwater supplies, providing replenishment and utilizing the storage capacity of the Indio Subbasin. The modeling described in Chapter 7, *Numerical Model and Plan Scenarios*, demonstrates that with consideration of groundwater inflows and outflows, the GSAs can manage the amount of forecasted groundwater production from the Indio Subbasin while maintaining sustainability and avoiding undesirable results associated with chronic groundwater level declines (as well as storage depletion, subsidence, and seawater intrusion). Figure 12-2 shows that the simulated groundwater balance generally includes more inflows than outflows in the with-project Plan scenarios. With the groundwater budget factored in, along with active conservation programming, the GSAs will be able to meet forecasted demands with the supply buffer and contribute to increases in Indio Subbasin storage.

In the three with-project Plan scenarios that simulated varying project implementation and/or agricultural demands, results show a net increase in storage at the end of the 25-year planning horizon and continuing stability through the end of the modeling timeframe. Through implementation of this *Alternative Plan Update*, the Indio GSAs will be able to meet projected pumping demands and maintain Indio Subbasin sustainability with regard to water levels and storage under the range of potential futures established through the Plan scenarios. The three scenarios demonstrate that continued imported water replenishment and expansion of non-potable connections is essential to maintaining a balanced basin. The simulated hydrographs and storage are projected to be higher than historical lows and to increase over the planning horizon. To address uncertainties in water supply or demand, this Plan identifies a range of PMAs that can be implemented by the GSAs. Under this Plan, conservation continues to be implemented, available Canal water is fully utilized, SWP supplies are acquired, when possible, recycled and non-potable water is expanded throughout the Mid-Valley, and domestic water and sewer consolidations protect the groundwater supplies of disadvantaged communities. This flexible approach allows for future implementation of more aggressive conservation or deferred projects to offset supply gaps that might arise.

Figure 12-1. Comparison of Planned Supplies and Demands Under Plan Scenarios, 2045

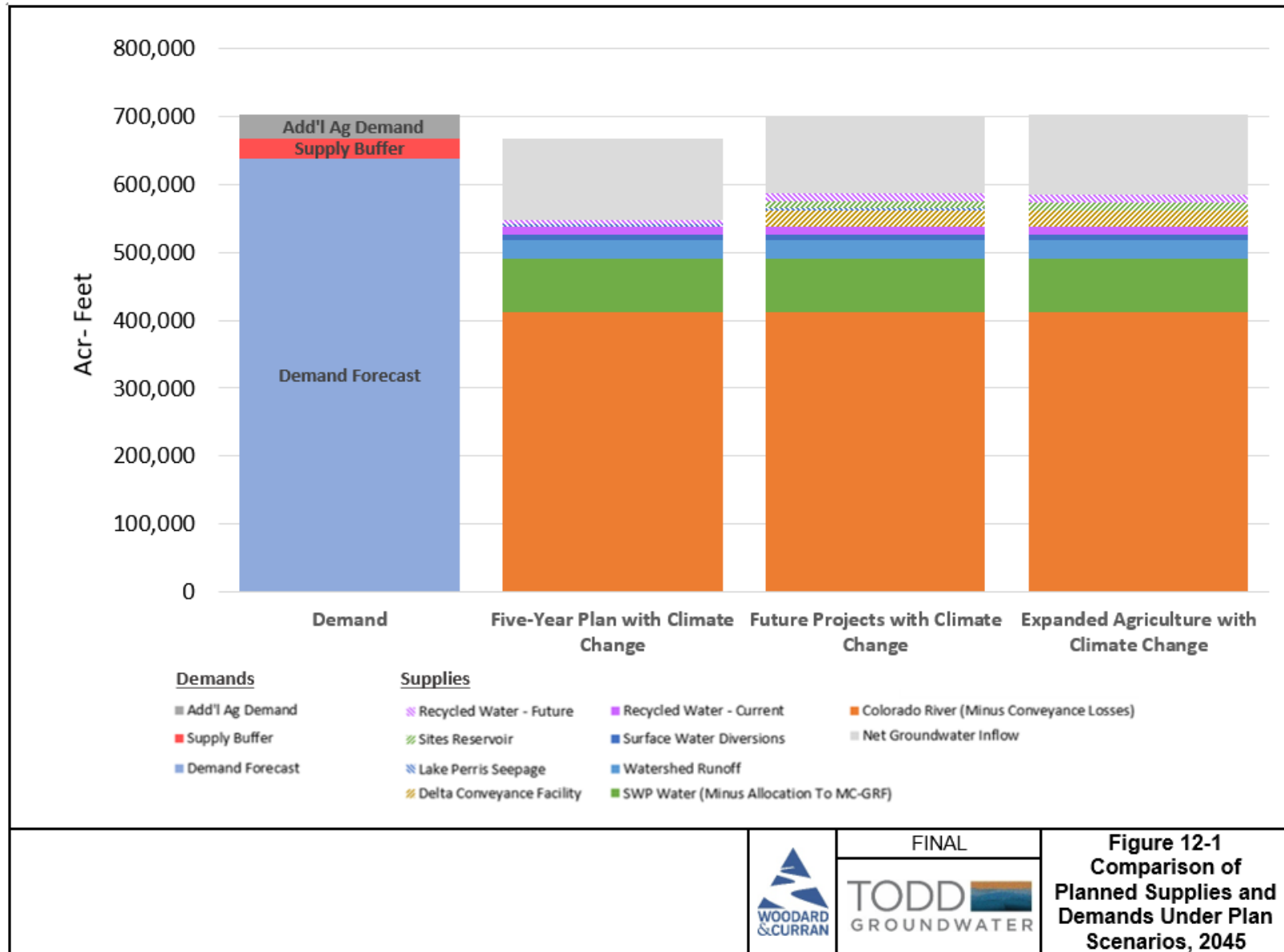
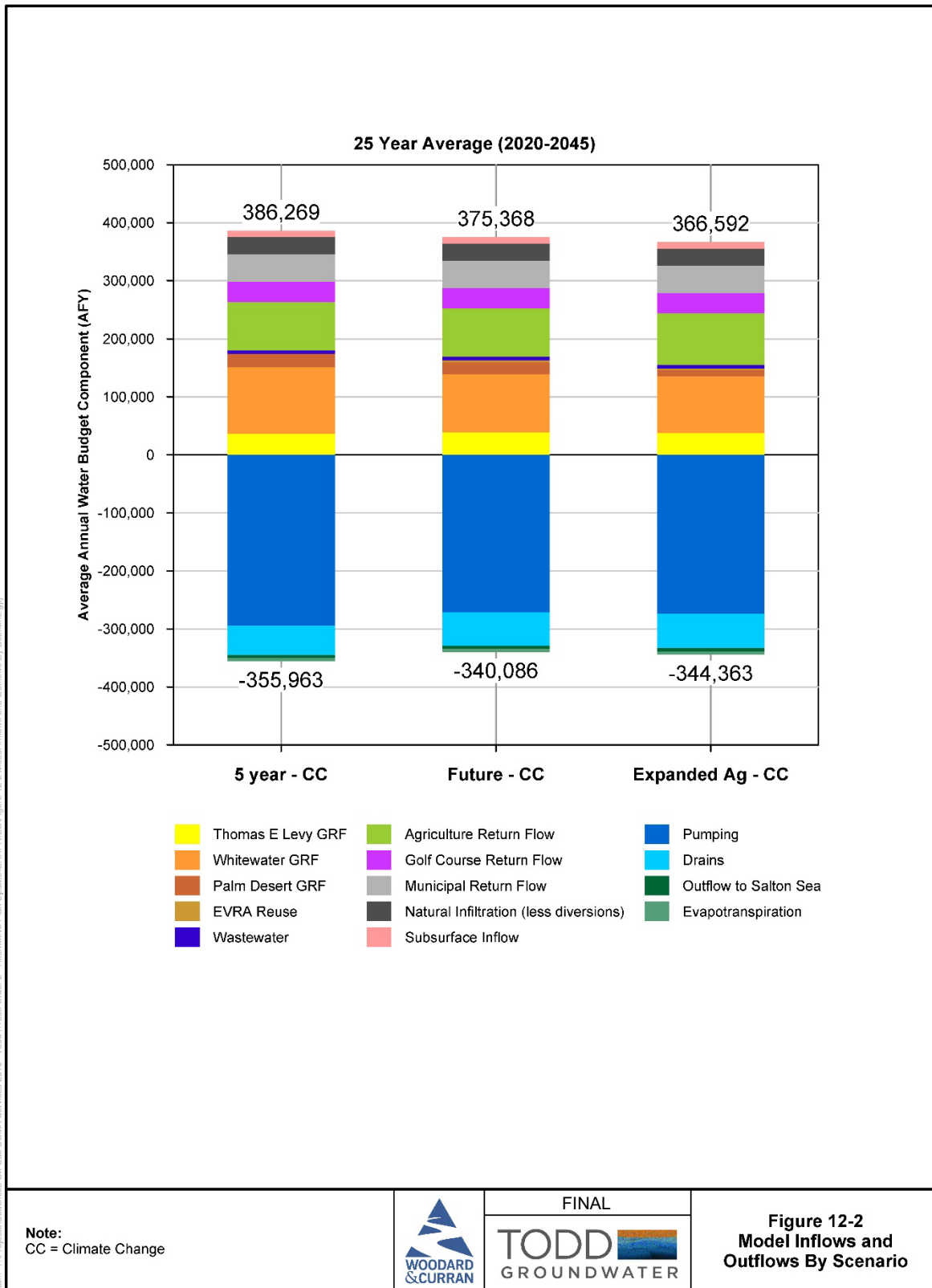


Figure 12-1 Comparison of Planned Supplies and Demands Under Plan Scenarios, 2045

Figure 12-2. Model Inflows and Outflows by Scenario



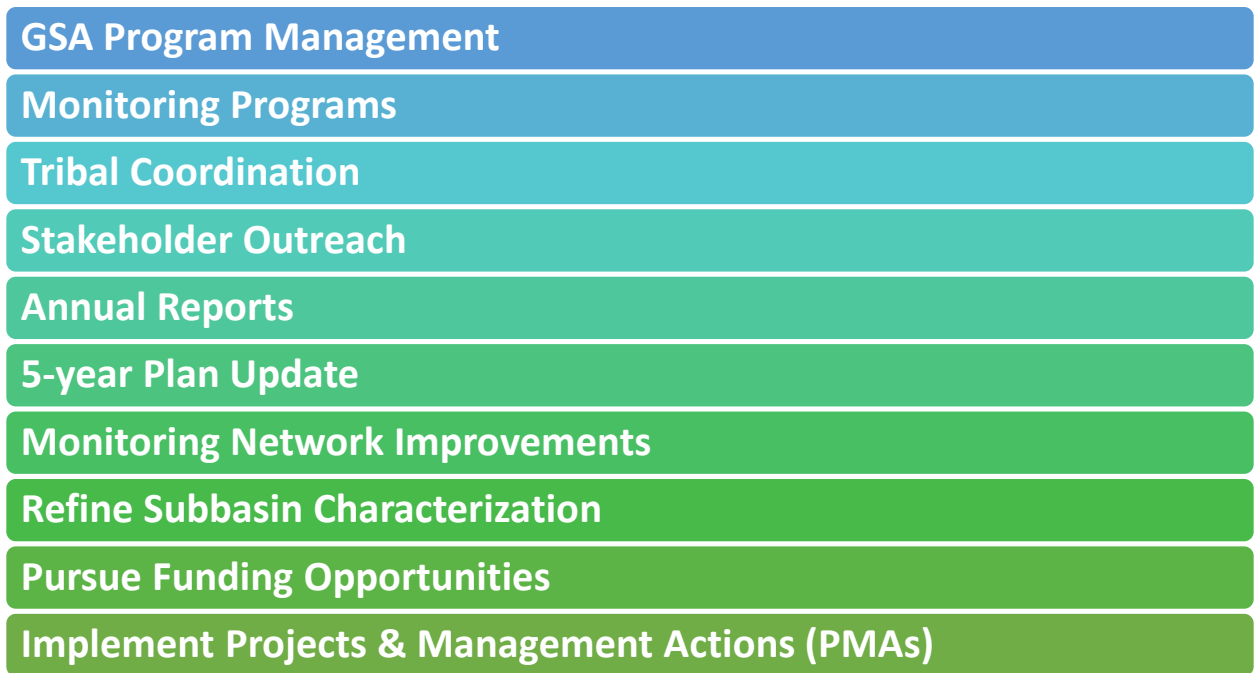


This *Alternative Plan Update* demonstrates that the GSAs can meet the established Plan goal “to reliably meet current and future water demands in a cost-effective and sustainable manner”. In addition to meeting forecasted demands with the supply buffer, the GSAs will continue to recover from and avoid chronic groundwater overdraft, manage and protect water quality, and reduce vulnerability to climate change and drought, all within an adaptive management framework that allows for ongoing collaboration with stakeholders and tribes, cost control, and minimization of environmental impacts.

### 12.2 Plan Implementation

The Indio GSAs are working collaboratively to implement the Alternative Plan and ensure the sustainability of the Indio Subbasin. This includes implementing projects and management actions described in *Section 11, Projects and Management Actions*, as well as ongoing Plan implementation and administrative activities. As shown in Figure 12-3, Alternative Plan implementation includes the program management, tribal coordination, public outreach, ongoing data collection and monitoring, and funding activities necessary to implement this Plan.

Figure 12-3. Alternative Plan Implementation



This section describes the above items, including contents of required Annual Reports and Plan Updates that will be provided to DWR. This section also identifies the specific actions to move the proposed projects and management actions forward.

#### 12.2.1 GSA Program Management

Each of the four GSAs is administered independently with oversight of individual agency projects and programs, as well as coordination among the GSAs. GSA program management primarily consists of general program administration, coordination between the GSAs and California Department of Water Resources (DWR), and oversight of ongoing GSA monitoring and reporting. Representatives from the four GSAs meet periodically at the staff level for information sharing and to coordinate activities. Staff-level meetings are not noticed or open to the public. Governance occurs independently via each of the four

GSA governing boards and councils, whose meetings are publicly noticed. Tribal and stakeholder engagement is described under Sections 12.6 and 12.7 below., respectively.

GSA administration includes coordination of Plan implementation activities, regular email communications to update GSA members on ongoing Indio Subbasin activities, administration of projects implemented by the GSA, and general oversight and coordination. This includes coordination of technical activities associated with Plan implementation, including monitoring network improvements. Other administrative actions involve tracking and evaluating Plan implementation and sustainability conditions, as well as assessing the benefit to the Indio Subbasin. GSA program management also includes grant applications and administration for potential funding sources. Administrative activities include oversight of consultants or contractors that may be retained by the GSAs in support of Plan implementation, including Plan updates, annual reporting, and monitoring.

GSA staff meetings are anticipated to be held annually, at a minimum, to discuss Annual Report data collection and findings, implementation of projects and management actions, and other topics necessary to implement this *Alternative Plan Update*. All oversight and administration activities are assumed to occur as needed and on an ongoing basis.

### 12.2.2 Monitoring Programs

Chapter 10, *Monitoring Program*, identifies monitoring programs and provides procedures for tracking sustainability progress. Monitoring programs are a critical element of Plan implementation. The monitoring programs described in Chapter 10, *Monitoring Program*, will allow the GSAs to track conditions within the Indio Subbasin and adjust implementation of the management strategies described in Chapter 11, *Projects and Management Actions*. This *Alternative Plan Update* has identified monitoring networks and protocols for groundwater levels, climate and hydrologic conditions, groundwater production, subsidence, water quality, and seawater intrusion. Monitoring network data will be collected for the following purposes:

- Characterize Indio Subbasin conditions
- Identify groundwater level, storage, and quality trends
- Determine if additional management activities are necessary
- Determine whether undesirable results are occurring

The following monitoring programs will be implemented to support ongoing groundwater management and to support Sustainable Groundwater Management Act (SGMA) compliance in the Indio Subbasin:

- **Groundwater Levels.** Groundwater levels are monitored at least three times per year in approximately 345 wells by the Indio Subbasin GSAs as part of their respective groundwater level monitoring programs. As part of Plan implementation, water levels will be uploaded to the DWR Monitoring Well Module and data will be publicly accessible.
- **Climate, Streamflow, and Drain Flow.** Climate data (including temperature, evapotranspiration, and precipitation) are available from DWR's California Irrigation Management Information System (CIMIS) for four active CIMIS stations. Precipitation data have been and will be collected for the 12 Riverside County Flood Control and Water Conservation District precipitation monitoring stations. Temperature and precipitation data are also available from the National Oceanic and Atmospheric Administration (NOAA) station in Indio. Streamflow is measured by the United States

Geological Survey (USGS) at 19 locations within the Indio Subbasin. CVWD measures drain flows at 27 drain sites on a monthly basis.

- **Groundwater Production.** The GSAs, specifically CVWD and Desert Water Agency (DWA), have been monitoring (assessing) groundwater production in the West Areas of Benefit (AOBs) since 1982 and the East AOB since 2005. CVWD and DWA groundwater production data set is audited two times a year and summarized as part of the SGMA Annual Report and the annual Engineer's Report. The GSAs also submit validated Water Loss Audits annually. These audits inventory all sources of production and are publicly available.
- **Subsidence.** Land subsidence has been investigated since 1996 through an on-going cooperative program between CVWD and the USGS. The USGS has applied satellite-based Global Positioning System (GPS) surveying techniques to determine the location, extent, and magnitude of the vertical land-surface changes in the Coachella Valley. GPS measurements have also been taken at 24 geodetic monuments that have been paired with nearby water level monitoring wells to assess relationships between subsidence and groundwater level changes. In addition, DWR provides interferometric synthetic aperture radar (InSAR) satellite-based data and GPS data to identify and assess land subsidence across many California groundwater basins, including the Indio Subbasin. In its cooperative study with the GSAs, USGS also will analyze DWR-provided InSAR results with findings published in 2025.
- **Water Quality.** The GSAs monitor and report the quality of their water sources to the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW). These data are publicly available on the SWRCB's Groundwater Ambient Monitoring and Assessment Program (GAMA) website. CVWD also collects water quality data for other programs such as monitoring of the GRFs. Groundwater quality data are also available from various other sources, including the USGS National Water Information System. The new CV-SNMP monitoring program will be a robust new source of compiled water quality data.
- **Seawater Intrusion.** Saline water intrusion is monitored specifically through two sets of dedicated nested monitoring wells operated by CVWD. One set of four wells is located about 2.1 miles north of the Salton Sea and the other set is about one mile west of the Salton Sea and north of Oasis.

Monitoring data for the representative well network, as described in Chapter 10, *Monitoring Program*, will be managed and reported to DWR and stakeholders in the Annual Reports described in Section 12.8. The monitoring networks build on the foundation of existing monitoring programs and develop further monitoring to continue the characterization of the Indio Subbasin. The monitoring program will be coordinated with DWR's SGMA Portal, Monitoring Well Module, and partner agencies such as USGS.

#### 12.2.2.1 Data Management System

The GSAs have been collecting and compiling groundwater data annually including water levels, water quality, and water use. For this *Alternative Plan Update* and subsequent Annual Reports, these data, and other data from the GSAs and other sources, are being compiled in relational databases, which comprise an Access database, GIS geodatabase, and Excel workbooks. As part of the *Alternative Plan Update*, the DMS has been redesigned to be practicable, usable, intuitive, and cost effective. These tables include groundwater elevations, water quality, groundwater pumping, direct deliveries of imported water, and

well locations. The geodatabase contains spatial files including jurisdictional areas, basin boundaries, monitoring locations, crop censuses, groundwater contours (elevation and quality), geology, and hydrologic features. The regional DMS will be updated annually as part of the Annual Report. In addition, a full review and update will occur during the 5-year Plan Update.

Additionally, DWR has built a DMS through its SGMA Portal (see: <https://sgma.water.ca.gov/portal/>) for submittal and viewing of Annual Report data by GSAs throughout the State. The GSAs, stakeholders, and interested parties will rely on that database to make data from Key Wells widely available.

### 12.2.3 Tribal Coordination

Throughout the *Alternative Plan Update* process, the GSAs have engaged with the Indio Subbasin tribal governments, namely the Agua Caliente Band of Cahuilla Indians, the Augustine Band of Cahuilla Indians, the Cabazon Band of Mission Indians, the Torres Martinez Desert Cahuilla Indians, and the Twenty-Nine Palms Band of Mission Indians, each of which have provided representatives to the SGMA Tribal Workgroup meetings. The SGMA Tribal Workgroup, established in 2017, has been active for several years through submittal and DWR approval of the Alternative Plan and the *Alternative Plan Update* process. During the *Alternative Plan Update*, the SGMA Tribal Workgroup continued to discuss major water-related concerns facing the tribes and ensuring regional water management efforts, such as the long-term implementation of the *Alternative Plan Update*, are responsive to those needs. During these meetings, the GSAs presented work in progress and requested data from the tribes to support the planning process (e.g., land use plans, water demands).

The GSAs will continue to engage with the tribes through quarterly SGMA Tribal Workgroup meetings. At the Workgroup meetings, the GSAs will present monitoring data, Annual Report findings, and status of project implementation to support Indio Subbasin sustainability.

### 12.2.4 Stakeholder Outreach

The GSAs have conducted stakeholder outreach to identify and obtain input from groups that may be otherwise limited from participating in the *Alternative Plan Update* process and implementation. The GSAs have used a variety of outreach methods to coordinate among local stakeholders and communicate SGMA-related information to interested parties during Plan development. The GSAs plan to continue collaboration and public outreach during Plan implementation. This will include providing opportunities for stakeholder participation at public workshops, providing access to Plan information through email announcements and online (see project website: [www.IndioSubbasinSGMA.org](http://www.IndioSubbasinSGMA.org)), releasing Annual Reports that evaluate the Plan's progress toward implementation, and continued coordination with entities representing diverse communities in the Indio Subbasin.

#### 12.2.4.1 Stakeholder Workshops

During the *Alternative Plan Update*, the GSAs hosted seven public workshops to share information, present work in progress, and request feedback from stakeholders.

The GSAs will continue to host stakeholder workshops to ensure open participation in Plan implementation by members of the public and interested parties and to receive stakeholder input. Stakeholder workshops are anticipated to be held annually to present the findings of the Annual Reports, including reporting on monitoring data and compliance with sustainability criteria established in this *Alternative Plan Update*. The Indio Subbasin website will be updated as needed to feature meeting

agendas and materials, so that stakeholders have access to past and current materials related to Plan implementation.

Additionally, the GSAs will continue to report out to their Boards of Directors annually, at a minimum, for review and discussion of the Annual Reports. Board meetings are publicly noticed and open to all stakeholders to participate.

#### **12.2.4.2 Outreach and Website Maintenance**

The GSAs have used an email list to communicate with stakeholders and interested parties (see overview in *Section 1, Introduction*). Announcements related to Plan implementation – such as availability of new data, release of Annual Reports, and scheduling of public workshops – will continue to be distributed via email. Prior to stakeholder workshops or meetings, email announcements will be circulated with access to meeting materials via the website. Emails will also be distributed as specific deliverables are finalized, when opportunities are available for stakeholder input, or when items of interest to the stakeholder group arise, such as relevant funding opportunities.

The Indio Subbasin website will be updated as needed to feature meeting agendas and materials, Annual Reports, and other program information as applicable.

#### **12.2.5 Annual Reports**

Annual Reports have been submitted by April 1 of each year since 2018, following the Alternative Plan adoption. As summarized below, Annual Reports provide general information, documentation of Subbasin conditions, and description of plan implementation progress.

##### **12.2.5.1 General Information**

The Annual Reports include an Executive Summary that highlights key contents and findings. The Introduction presents the organization of the Annual Report, a summary of the *Alternative Plan* process, and a map and overview of the Subbasin.

##### **12.2.5.2 Subbasin Conditions**

The Subbasin setting section provides updated context on climate, the Coachella Valley Groundwater Basin, and the Indio Subbasin. Additional sections summarize current hydrologic and groundwater conditions and monitoring program results with evaluation of how conditions have changed in the Indio Subbasin over the previous year and comparison of groundwater data for the year to historical groundwater data. Reporting will include comparison of groundwater conditions to any minimum thresholds established by the GSAs, with discussion of adaptive management, as needed. Sections of the Annual Report document groundwater elevation data, groundwater extractions, surface water conditions (including local surface water, imported water deliveries, and recycled water), total water use, and change in groundwater storage. Annual reports present selected hydrographs of groundwater elevation data, groundwater level contour maps, groundwater level change maps, and graphs documenting pumping and other elements of the water budget, and cumulative change in groundwater storage.

##### **12.2.5.3 Plan Implementation Progress**

Plan implementation progress is described in the Annual Reports, including projects and management actions, acquisition of additional water supplies, source substitution, groundwater recharge, and water quality improvements. Status of the monitoring program is also summarized.

### 12.2.6 5-year Plan Update

The GSAs have committed to update of the *Alternative Plan* every 5 years to assess progress toward meeting sustainability, incorporate changes in conditions including water demand and supply availability, evaluate PMAs, and evaluate projected groundwater conditions using the numerical model.

#### 12.2.6.1 Alternative Plan Update

The GSAs will evaluate the *Alternative Plan Update* every 5 years. At that time, the GSAs will report on whether any *Alternative Plan Update* sustainability criteria (e.g., minimum thresholds or measurable objectives established by the GSAs) should be revised, based on any significant changes and outcomes of the monitoring programs. The 5-year Update will include the following:

- **Sustainable Management**—Description of the current Subbasin conditions with reference to Alternative Plan objectives and any sustainability indicators established by the GSAs. New information and significant changes will be identified and discussed.
- **Plan Implementation Progress**—Description of implementation activities, update of the implementation schedule, and adjustments to projects and management actions.
- **Update of Alternative Plan Elements**—Update of Alternative Plan elements (such as Plan Area, Hydrogeologic Conceptual Model, Groundwater Conditions, Sustainable Management) to reflect increased understanding available from ongoing monitoring, new information, and significant changes.
- **Monitoring Network Update**—Reporting on the status of the Plan’s monitoring programs and discussion of progress made in filling data gaps.
- **Regulatory or Policy Issues**—Summary of new regulatory or policy issues relevant to water resources management of the Indio Subbasin.
- **Plan Amendments**—Identification of any amendments made to the Alternative Plan and discussion of potential future amendments if identified.
- **Coordination**—Summary of coordination among GSAs within or outside of the Indio Subbasin and collaboration with land use agencies.

#### 12.2.6.2 Indio Subbasin Groundwater Model Update

The Indio Subbasin groundwater model will be updated annually to evaluate annual change in groundwater storage and comprehensively reviewed and updated every 5 years based on additional information provided by GSAs. This will include extending the historical model time series to the update year and updating all inputs. Areas of higher uncertainty, such as agricultural demands and imported water reliability will be refined using additional information made available through the monitoring program and implemented projects. Additional drain flow information will be used to achieve better calibration. Once the model has been updated and re-calibrated, the future scenarios will be designed and simulated. Associated water budget and model outputs will be evaluated considering project implementation.

## 12.2.7 Monitoring Network Improvements

The groundwater monitoring networks have abundant historical data that meet or exceed data density requirements outlined in DWR's *Monitoring Networks and Identification of Data Gaps, Best Management Practices for Sustainable Management of Groundwater* (DWR, 2016) in the deeper zones. The GSAs are pursuing additional dedicated shallow monitoring wells to help monitor shallow and perched areas of the Subbasin for both water levels and water quality.

### 12.2.7.1 Groundwater Monitoring Improvements

To better understand the basin in general and vertical gradients specifically, the GSAs are implementing groundwater monitoring improvements. The GSAs will regularly assess the monitoring network and install additional and/or replacement monitoring wells. This effort is being coordinated with the Coachella Valley SNMP monitoring networks to achieve the overall goal of groundwater quality protection.

### 12.2.7.2 Subbasin Well Inventory

Unlike many other groundwater basins in California, the Indio Subbasin has an extensive well inventory that has been compiled by CVWD and DWA in order to implement the Replenishment Assessment Charge (RAC) Programs for assessable groundwater production. CVWD levies and collects the RAC from groundwater producers that benefit from the Groundwater Replenishment Programs (GRPs) and extract more than 25 acre-feet per year (AFY) within the CVWD's West Whitewater River Subbasin Area of Benefit (AOB) and East Whitewater River Subbasin AOB in the Indio Subbasin. DWA levies and collects the RAC from groundwater producers that benefit from the GRPs and extract more than 10 AFY within DWA's West Whitewater River Subbasin AOB. However, there is incomplete data on minimal pumpers who do not meet these criteria. It is unclear how many wells producing less than the RAC criteria exist, and approximations of unreported production are best estimates.

The GSAs are planning a well inventory for the Indio Subbasin that will identify and compile information about all production wells located in the Indio Subbasin. CVWD is planning to initiate this effort, with the other GSAs participating at their discretion. The well inventory will involve development of a well registry to aid in this process. The well inventory will support any extension or refinement of the monitoring network, allow improvement of groundwater extraction estimates, and improve the understanding of how private wells may affect Indio Subbasin conditions and how Indio Subbasin management may affect private wells. The well inventory will provide documentation of well locations and well construction relative to the Key Wells and Minimum Thresholds identified for managing groundwater levels (see Section 9.3.3, Sustainability Criteria for Groundwater Levels). This will help substantiate the current effectiveness of the groundwater level MTs in protecting wells or identify as-yet unknown shallow wells. The comprehensive well inventory will also provide a basis for cooperating with well permitting agencies (e.g., County of Riverside) to ensure that new wells are constructed with appropriate construction and depth to provide reliable water supply despite reasonably anticipated and managed changes in groundwater levels. Compilation of the well inventory may include the following:

- Review and organize the DMS to incorporate well inventory component
- Gather water well drillers reports with well construction information
- Coordinate with well owners to identify wells and obtain relevant information on location, construction, use, status, and monitoring, if any

- Conduct as-needed field visits to verify well location, use, and status
- Input well inventory information into the DMS.

The GSAs will collaborate with DWR, local agencies, water users, landowners, and leaseholders to identify and locate wells and compile information on construction, status, and use.

### 12.2.7.3 Expand Groundwater Production Reporting

SGMA (Section 10725.8) authorizes GSAs to require that the use of every groundwater extraction facility (production well) be measured with a water-measuring device (meter) with the exception of de minimis extractors (domestic users extracting 2 AFY or less). As explained in Section 12.10.2, both CVWD and DWA already require metering and extraction reporting by groundwater produces using more than 25 and 10 AFY, respectively, based on their respective water management authorities. CVWD and DWA separately author an *Engineer's Report on Water Supply and Replenishment Assessment* annually to assess the groundwater supply conditions and the need for continued replenishment within their AOBs, to provide a description of the current GRF operations, and to recommend adjustments to the RAC that is levied on groundwater production (see CVWDs website: <https://cvwd.org/Archive.aspx?AMID=43> and DWA's website: <https://dwa.org/about-us/documents/library/>).

The GSAs may consider expansion of groundwater extraction reporting to include groundwater pumpers that produce less than the current assessment threshold but more than the de minimis threshold established by SGMA. CVWD will initiate a Cost of Service Study within its service area to consider SGMA fees that may apply to this reporting; the other GSAs may require reporting and develop fees within their service areas at their discretion.

### 12.2.8 Refine Subbasin Characterization

Means to improve understanding of the Indio Subbasin have been identified in this *Alternative Plan Update*, which the GSAs will explore over the coming 5 years. Refining the Indio Subbasin characterization in these areas will improve the GSAs ability to manage the Indio Subbasin.

#### 12.2.8.1 Drain Flow Study

There are 27 agricultural drains where CVWD collects flow measurements and water quality data. The agricultural drain system was designed to intercept shallow, higher salinity groundwater (from return flows and rising groundwater) and convey it to the Salton Sea. As discussed in Chapter 7, *Numerical Model and Plan Scenarios*, the subsurface drain flows are an outflow from the Indio Subbasin included in the groundwater balance. As such, they are an important component of the water budget output from the groundwater model. The drains are also a source of salt outflow important to the Subbasin's salt balance. The Drain Flow Study will study the relationship between groundwater levels in the various aquifers, current and historical crop water application, and flows and salt export through the drain system. Geochemical and isotope studies could be implemented to assess potential water sources (return flows vs rising groundwater) of drain flows. The study will contribute to an improved understanding of the relationship between groundwater levels in the various aquifers, protection of water quality in the deep aquifer, drain flow volumes and salt export, which may result in refinements of this groundwater model element.



### 12.2.8.2 Subsidence Study

CVWD has an ongoing partnership with USGS. CVWD will collaborate with USGS and the other GSAs on the current study (July 1, 2021, through June 30, 2025), whose objectives are to (1) detect and quantify land subsidence using GPS methods (2015–22) and InSAR methods (2017–23), (2) evaluate the relation between changes in land-surface elevation and groundwater levels at selected sites during 2015–23, and (3) provide technical assistance to CVWD and their contractors in the potential development of subsidence simulation capabilities for the existing numerical groundwater flow model. USGS also will analyze DWR-provided InSAR results to compute changes in land-surface elevation in the Indio Subbasin during 2017–23. Findings will be published in a report in 2025.

### 12.2.8.3 Subsurface Flow Study

The GSAs will conduct analyses of the San Gorgonio and Mission Creek Subbasin boundaries to better estimate subsurface inflows from adjacent Subbasins. The study will consider subsurface flow at faults and to the Garnet Hill Subarea and will be used to update and improve the numerical model. This effort will include coordination with the GSAs of adjacent groundwater Subbasins and their numerical models.

## 12.2.9 Pursue Funding Opportunities

The development of this *Alternative Plan Update* was funded, in part, through a Proposition 68 Sustainable Groundwater Management Grant. Costs of overall Plan implementation are expected to be shared by the GSAs through the 2018 MOU, a second Supplement to the 2016 MOU, that establishes cost-share agreements, individual agency contributions, and/or new cost-sharing agreements yet to be developed (see Appendix 1-C). However, there will be a need to seek funding opportunities to support Plan projects and management actions and ongoing implementation.

### 12.2.9.1 Pursue Grant Programs

Outside grants will be sought to reduce the cost of implementation to participating agencies and the communities of the Indio Subbasin. Financing options under consideration include loans and grants for projects and management actions, as well as monitoring network improvements and other planning/feasibility analysis needed to support Plan implementation. Funding through grants or loans has varying levels of certainty and may be available for some implementation activities (including capital projects). Table 12-3 lists examples of potential funding options.

**Table 12-3. Potential Funding Sources for 2022 Alternative Plan Implementation**

Funding Source	Description
Sustainable Groundwater Management (SGM) Grant Program administered by DWR	With the passage of Propositions 1 and 68, DWR established the SGM Grant Program to fund planning and implementation activities for groundwater basins subject to SGMA. Propositions 1 and 68 allocated \$240 million for competitive grants, in two rounds of grant solicitations, to fund implementation projects that address drought and groundwater challenges, prevent or clean up contaminated groundwater, support supply reliability, and support water banking, exchange, or reclamation. The Round 2 solicitation, for medium and high priority basins, is anticipated in Spring 2022.
Technical Support Services (TSS) for Groundwater Sustainability Plans administered by DWR	DWR's TSS program supports GSAs as they develop and implement their GSPs. TSS's goal is to provide education, data, and tools to GSAs at both regional and statewide scales to build the capacity needed to achieve sustainability. TSS provides field activities (monitoring well installation, geologic logging, etc.), modeling, and mapping.
Clean Water State Revolving Fund (CWSRF) Loan Program administered by SWRCB	Historically, the SWRCB has had \$200 to \$300 million available annually for low-interest loans (typically ½ of the General Obligation Bond Rate) for water recycling, wastewater treatment, and sewer collection projects. During recent years, available funding has become limited due to high demand. Success in securing a low-interest loan depends on the demand of the CWSRF Program and available funding. Applications are accepted on a continuous basis. SWRCB prepares a fundable list for each fiscal year. In order to receive funding, a project must be on the fundable list.
Water Recycling Funding Program (WRFP) – Planning and Construction Grants from SWRCB	WRFP grants were most recently funded by Proposition 1, as well as the general CWSRF Program. Planning grants (for facilities planning) are available and can fund 50% of eligible costs, up to \$75,000. Construction grants have been periodically exhausted but are typically restored with water bond funding. Low-interest loans through the CWSRF program are available and while limited, recycled water projects receive priority over wastewater projects (which are also eligible under CWSRF, the umbrella program for the WRFP).
Drinking Water State Revolving Fund Loan Program administered by the SWRCB Division of Drinking Water	Approximately \$100 to \$200 million is available on an annual basis for drinking water projects. Low-interest loans are available for project proponents should they decide to seek financing. Funding has become more limited; however, applicants are encouraged to apply. Applications are accepted on a continuous basis. SWRCB prepares a fundable list for each fiscal year. In order to receive funding, a project must be on the fundable list.
Infrastructure State Revolving Fund Loan Program administered by the California Infrastructure and Economic Development Bank (I-Bank)	Low-interest loans are available from I-Bank for infrastructure projects (such as water distribution). Maximum loan amount is \$25 million per applicant. Applications are accepted on a continuous basis.

Funding Source	Description
Title XVI Water Recycling and Reclamation / Water Infrastructure Improvements for the Nation (WIIN) Program – Construction Grants administered by the United States Bureau of Reclamation (USBR)	Grants up to 25% of project costs or \$20 million, whichever is less, are available from USBR for water recycling projects. A Title XVI Feasibility Study must be submitted to and approved by USBR to be eligible. USBR solicits grants annually.
WaterSMART Title XVI Water Recycling and Reclamation Program – Feasibility Study Grants administered by USBR	Grants up to \$150,000 have been available in the past for preparation of Title XVI Feasibility Studies. It is possible future rounds may be administered.
Revenue Bonds	Revenue bonds can be issued to pay for capital costs of projects allowing for repayment of debt service over 20- to 30-year timeframe. Depends on the bond market and the existing debt of project proponents.
Integrated Regional Water Management (IRWM) implementation grants administered by DWR	The Coachella Valley IRWM Region can pursue grant funding through the IRWM Implementation Grant Program. The Coachella Valley IRWM Region falls within the Colorado River Funding Area (Funding Area). The Colorado River Funding Area was allocated \$22.5 million in funding through Proposition 1. Of that, roughly \$7.9 million was awarded to the Funding Area during the Round 1 solicitation. The remaining funding is anticipated to be distributed during the Round 2 solicitation, which is expected in late 2021.
Proposition 68 grant programs administered by various state agencies	Grant programs funded through Proposition 68, which was passed by California voters in 2018, and administered by various state agencies are expected to be applicable to fund SGMA implementation activities. These grant programs are expected to be competitive, where \$74 million has been set aside for Groundwater Sustainability statewide.

### 12.2.9.2 Consider Groundwater Management Fee

Implementation of this *Alternative Plan Update* is anticipated to be based on contributions from the GSAs and available grant programs. However, additional funding may be required to sustainably manage the Indio Subbasin. SGMA (Section 10725.8) authorizes GSAs to collect a groundwater management fee in order to effectively manage the groundwater balance. CVWD will initiate a Cost of Service Study to evaluate implementing a SGMA fee that may apply to groundwater production. The other GSAs may consider a similar fee, and if so, would require groundwater production reporting. This would provide an additional source of revenue for Plan implementation and improve assessment of groundwater extraction from the Indio Subbasin.

Ultimately, it will be up to the individual GSAs to determine how they meet their financial goals for Plan implementation. If grants or loans are secured for project implementation, potential pumping fees and assessments may be adjusted to align with the operating costs of ongoing implementation activities.

### 12.2.10 Implement PMAs

Chapter 11, *Projects and Management Actions*, includes projects and programs that have been identified to protect and improve groundwater levels and quality. Some of the PMAs are ongoing programs, some are in the planning and design phases, and others are still conceptual. Based on the outcomes of the monitoring programs described in Section 12.5 and analyzed in the Annual Reports described in Section 12.8, the GSAs will adaptively manage the Indio Subbasin. PMAs will be moved forward as needed to maintain the Indio Subbasin in sustainable conditions, able to meet Plan Area water demands, and groundwater levels and quality that avoid undesirable results. Table 11-5 in Chapter 11, *Projects and Management Actions*, includes the implementation actions necessary to move these projects and programs forward to ensure Indio Subbasin sustainability. With implementation of these PMAs as outlined in this *Alternative Plan Update*, the GSAs are anticipated to meet their water management goals and comply effectively with SGMA.

### 12.3 Implementation Timeline

Table 12-4 presents the implementation timeline for this Plan through the next 5 years when the next *Alternative Plan Update* is due to DWR. Included in the schedule are activities necessary for ongoing Plan monitoring and updates, as well as tentative schedules for anticipated projects and management actions. Additional details about the activities included in the implementation timeline have been described throughout this Plan.

GSA operations and Plan implementation will incur costs, which will require funding by the GSAs. The activities associated with Subbasin-wide management and Plan implementation will be borne by the four GSAs. Some activities (such as the Annual Reports and 5-Year Plan Updates) will be funded under the cost-sharing arrangement established by the Memorandum of Understanding (MOU) signed in 2016, along with multiple supplements (see Appendix 1-C). Other management activities will be funded by individual GSAs or through other cost-sharing agreements or amendment to the MOU. Projects will be administered by the GSA project proponents. GSAs may elect to implement projects individually or jointly with one or more GSAs.

Table 12-4. *Alternative Plan Update Implementation Timeline*

Activity	Timeline
<b>GSA Program Management</b>	
Oversight and Coordination	Ongoing
GSA Meetings	Annually, or as needed
<b>Monitoring Programs</b>	
Groundwater Level Monitoring	Ongoing
Climate, Streamflow, and Drain Flow Monitoring	Ongoing
Groundwater Production Monitoring	Ongoing
Subsidence Monitoring	Ongoing
Water Quality Monitoring	Ongoing
Seawater Intrusion Monitoring	Ongoing
Applied Recharge Monitoring	Ongoing
Data Management System (DMS)	Ongoing
<b>Tribal Coordination</b>	
SGMA Tribal Workgroup	Quarterly
<b>Stakeholder Outreach</b>	
Stakeholder Workshops	Annually, or as needed
Outreach and Website Maintenance	Ongoing
<b>Annual Reports</b>	
Submit Annual Reports	Annually
<b>5-Year Plan Update</b>	
<i>Alternative Plan Update</i>	Submit by January 1, 2027
Groundwater Model Updates	2024 –2026
<b>Monitoring Network Improvements</b>	
Groundwater Monitoring Improvements	Ongoing
Develop Subbasin Well Inventory	Ongoing
Expand Groundwater Production Reporting	Ongoing
<b>Refine Subbasin Characterization</b>	
Drain Flow Study	2022 - 2025
Subsidence Study	2022 – 2025
Subsurface Inflow Study	2022 – 2025
<b>Pursue Funding Opportunities</b>	
Pursue Grant Programs	As funding is available
Evaluate Groundwater Management Fee	Ongoing
<b>Implement Projects and Management Actions (PMAs)</b>	
PMA 1: Urban Water Conservation	Ongoing
PMA 2: Golf Water Conservation	Ongoing
PMA 3: Agricultural Water Conservation	Ongoing
PMA 4: Increased Surface Water Diversion	Ongoing
PMA 5: Delta Conveyance Facility	Planning underway

Activity	Timeline
PMA 6: Lake Perris Seepage	Planning underway
PMA 7: Sites Reservoir	Planning underway
PMA 8: Future Supplemental Water Acquisitions	As available
PMA 9: EVRA Potable Reuse	Planning underway
PMA 10: Mid-Valley Pipeline (Canal Only Customers)	Planning underway
PMA 11: Mid-Canal Storage Project	Planning underway
PMA 12: East Golf Expansion	Planning underway
PMA 13: Oasis Distribution System	Construction underway
PMA 14: WRP-10 Recycled Water Delivery	Planning, design, and construction underway
PMA 15: WRP-7 Tertiary Expansion	Planning and design underway
PMA 16: Canal Water Pump Station Upgrade	Design underway
PMA 17: WRP-7 Recycled Water Delivery	Planning and design underway
PMA 18: WRP-4 Tertiary Expansion & Delivery	Design underway
PMA 19: DWA WRP Recycled Water Delivery	As available
PMA 20: PD-GRF Expansion	Planning underway
PMA 21: TEL-GRF Expansion	Planning underway
PMA 22: WWR-GRF Operation	Ongoing
PMA 23: Eliminate Wastewater Percolation	Ongoing
PMA 24: Wellhead Treatment	Ongoing
PMA 25: Small Water System Consolidations	Ongoing
PMA 26: Septic to Sewer Conversions	Ongoing
PMA 27: Implement CV-SNMP Groundwater Monitoring Program Workplan	Ongoing
PMA 28: Implement CV-SNMP Development Workplan	Ongoing
PMA 29: Colorado River Salinity Forum	Ongoing
PMA 30: Source Water Protection	Ongoing

## 12.4 Summary

The overarching goal of the *Alternative Plan Update* is to reliably meet current and future water demands in a cost-effective and sustainable manner. Implementation of the original *2002 Coachella Valley Final Water Management Plan (CVWMP)* (CVWD, 2002) and *2010 CVWMP Update* (CVWD, 2012) has achieved that overarching goal with the recognition that water management and development of projects and management actions is an ongoing adaptive process.

With the passage of SGMA in 2014, the GSAs are addressing the sustainability indicators established in the legislation. This *Alternative Plan Update* incorporates a goal specifically for groundwater sustainability, which is to maintain a locally managed, economically viable, sustainable groundwater resource for existing and future beneficial uses in the Indio Subbasin by managing groundwater to avoid the occurrence of undesirable results. This *Alternative Plan Update* establishes the groundwater conditions and hydrogeological conceptual model for the Indio Subbasin, forecasts water demands through the planning

horizon, describes water supplies available to the GSAs, defines sustainable management for this region, presents water management projects and programs to ensure Subbasin sustainability, and models the simulated conditions that will result from implementation of those project portfolios. This planning process has demonstrated that with the proposed projects identified in this Plan, and despite anticipated climate changes, the Indio Subbasin GSAs are able to meet forecasted demands under a variety of conditions and maintain the Indio Subbasin in balance, even increasing groundwater storage over time. Subsidence and saltwater intrusion have been stopped and are not anticipated to occur during Plan implementation.

As documented in this *Alternative Plan Update*, the water supply of the Indio Subbasin is managed sustainably by the Indio Subbasin GSAs, with ongoing and adaptive management into the foreseeable future. This *Alternative Plan Update* has been developed in collaboration with the recently initiated CV-SNMP and the two plans will continue to be coordinated. The GSAs have succeeded in reversing historical groundwater trends and are currently – and plan to continue – managing the Indio Subbasin sustainably. This Plan demonstrates that the GSAs have the necessary tools to support effective water management in the region.

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## **Chapter 12. Plan Evaluation and Implementation**

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Prepared by



2490 Mariner Square Loop, Suite 215  
Alameda, CA 94501  
toddgroundwater.com



9655 Chesapeake Drive, Suite 320  
San Diego, CA 92123  
woodardcurran.com



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Carlos Campos, City Attorney

**SUBJECT:** Resolution No. SA-2021-05 Approving and Authorizing the Conveyance to the City by Grant Deed the Successor Agency's Interest in APN 763-131-001

---

**STAFF RECOMMENDATION:**

Approve the Resolution by the Successor Agency to Convey Property Commonly Known as APN 763-131-001 to the City of Coachella

**BACKGROUND:**

The Successor Agency to the former Coachella Redevelopment Agency ("Successor Agency") owns that certain property known as APN 763-131-001 in Coachella, California, also known as property number "8" in the Successor Agency's Long-Range Property Management Plan ("LRPMP" and the property, the "Property"). The Successor Agency has no further use for the Property and desires to transfer fee title to the City consistent with the LRPMP.

**DISCUSSION/ANALYSIS:**

The attached Resolution provides for the transfer of the Property from the Successor Agency to the City. If the Successor Agency approves the conveyance of the Property, and finds that the Property is not necessary for the Successor Agency's use, then the Successor Agency may adopt the Resolution and direct the Executive Director to execute the Grant Deed, a form of which is attached as "Exhibit B."

The Property and its transfer to the City are exempt from the Surplus Land Act (Government Code section 54220 et seq.) (the "Act"), because the Successor Agency, a "local agency" (as defined in the Act) is transferring the Property to the City, another local agency, for the City's use.

**CEQA DETERMINATION:**

Staff has determined that the conveyance of the Property to the City is not a "project" under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) ("CEQA"), because the transfer of title to the Property from the Successor Agency to the City is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. *See* CEQA Guidelines (California Code of Regulations,



Title 14) section 15378(b)(5). As such, CEQA does not apply and no further action under CEQA is necessary. And even if the transfer of title to the Property were a “project” (which it is not), such action would be exempt from CEQA review pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the transfer of title to the Property from the Successor Agency to the City will not have a significant effect on the environment.

**ALTERNATIVES:**

1. Do not approve the conveyance by grant deed of the Property to the City.

**FISCAL IMPACT:**

None anticipated.

Attachment: Resolution

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Coachella  
53990 Enterprise Way  
Coachella, California 92236  
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Exempt from Recording Fees – Government Code section 27383

**GRANT DEED**

The undersigned declares:

Documentary Transfer Tax is: \$0

County of Riverside; City of Coachella

Assessor's Parcel Nos.: **763-131-001**

- computed on full value of interest or property conveyed, or
- computed on full value of liens or encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Successor Agency to the former Coachella Redevelopment Agency ("**Grantor**"),

hereby grants to

City of Coachella ("**Grantee**"),

that certain real property legally described in Exhibit "1" attached to and by this reference incorporated into this Grant Deed, subject to:

1. Real property taxes and assessments, not delinquent.

2. Covenants, conditions, restrictions, easements, exceptions, reservations, rights, rights-of-way and other matters of record.

Dated: \_\_\_\_\_

SUCCESSOR AGENCY TO THE FORMER  
COACHELLA REDEVELOPMENT  
AGENCY,

By: \_\_\_\_\_

Gabriel D. Martin, PhD  
Executive Director

**EXHIBIT "1"  
TO  
GRANT DEED**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COACHELLA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**[INSERT DESCRIPTION]**

APN: 763-131-001



**STAFF REPORT**  
**12/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Carlos Campos, City Attorney

**SUBJECT:** Consider Approving the Execution by the Successor Agency to the Coachella Redevelopment Agency of the Consent to Release and Termination of Right of First Refusal Regarding Real Property Owned by DVD Facility LLC, and Recommending to the Countywide Oversight Board for the County of Riverside the Approval of the Execution by the Successor Agency to the Coachella Redevelopment Agency of said Consent to Release and Termination of Right of First Refusal

**STAFF RECOMMENDATION:**

Approve the execution by the Successor Agency to the Coachella Redevelopment Agency of the Consent to Release and Termination of Right of First Refusal in the form presented, and recommend to the Countywide Oversight Board for the County of Riverside the approval of the execution by the Successor Agency to the Coachella Redevelopment Agency of said Consent to Release and Termination of Right of First Refusal.

**BACKGROUND:**

The Coachella Redevelopment Agency (the “RDA”) and George Kirkjan and Tamara Kirkjan (the “Developer”), entered into that certain Disposition and Development Agreement dated as of July 24, 2001 (the “Original Agreement”), as amended (the “DDA”). Among other things, the DDA contemplated the construction by Developer of industrial buildings on the real property described therein (the “Site”). Pursuant to the DDA, the RDA transferred the Site to the Developer via a Grant Deed recorded on January 31, 2002 in the Official Records of Riverside County as Document No. 2002-056045 (the “Grant Deed”). Section 4 of the Grant Deed granted to the RDA a right of first refusal to purchase the Site from the Developer prior to the Developer’s sale of the Site to any third party (the “Right of First Refusal”). The Right of First Refusal is for a term of 75 years from the date of the Grant Deed.

At its meeting on July 22, 2020, the Successor Agency to the Coachella Redevelopment Agency consented to the transfer of the Site (the “Transfer”) by Kirkjan Investment Properties, L.P. (the then current successor owner to the Developer) to DVD Facility LLC, a California limited liability company (the “Owner”), which is wholly owned by JOOLIES LLC, a Delaware limited liability company. At such meeting the Successor Agency to the Coachella Redevelopment Agency also confirmed that it was not exercising the Right of First Refusal in connection with such Transfer.

Pursuant to the terms of the Grant Deed, the Right of First Refusal will apply in connection with any future transfer of the Site by the Owner. To avoid the potential for delay and any potential uncertainty regarding the ability to obtain Successor Agency approval in connection with any future transfer of the Site by the Owner, Owner has requested that the Successor Agency approve a release and termination of the Right of First Refusal.

**DISCUSSION/ANALYSIS:**

Under current law, the Successor Agency to the Coachella Redevelopment Agency has no authority to acquire real property. Accordingly, the Successor Agency to the Coachella Redevelopment Agency currently does not have the authority to exercise the Right of First Refusal, and is not currently expected to be granted such authority in the future. As the proposed Consent to Release and Termination of Right of First Refusal will result in a termination of the Right of First Refusal, approval by the Countywide Oversight Board for the County of Riverside should also be obtained.

**ALTERNATIVES:**

1. Modify the form of Consent to Release and Termination of Right of First Refusal.
2. Do not approve the form of Consent to Release and Termination of Right of First Refusal.

**FISCAL IMPACT:**

None anticipated.

Attachment: Form of Consent to Release and Termination of Right of First Refusal

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Space above this line for Recorder's Use

**CONSENT TO RELEASE AND  
TERMINATION OF RIGHT OF FIRST REFUSAL**

This Consent to Release and Termination of Right of First Refusal (this “**Consent**”) is executed and delivered by the Successor Agency to the Coachella Redevelopment Agency (the “**Agency**”), with reference to the following:

A. The COACHELLA REDEVELOPMENT AGENCY, a public body corporate and politic (the “**Former Agency**,”) and GEORGE KIRKJAN and TAMARA KIRJKJAN, husband and wife, as joint tenants (collectively, the “**Original Developer**”), entered into that certain Disposition and Development Agreement dated as of July 24, 2001 (the “**Original Agreement**”) (incorrectly referred to in the Restrictive Covenant (as defined below) as dated March 28, 2001), as amended by that certain Agreement and Reformation of Disposition and Development Agreement dated as of January 17, 2005 (the “**Reformation Agreement**,” alongside the Original Agreement the “**DDA**”). Among other things, the DDA contemplated the construction by Developer of industrial buildings on the real property described therein as the Site (the “**Site**”), which site is more particularly described on Exhibit A. A true and complete copy of the DDA is attached as Exhibit B.

B. Pursuant to the DDA, the Former Agency transferred the Site to the Developer via that certain Grant Deed recorded on January 31, 2002, in the Official Records of Riverside County as Document No. 2002-056045 (the “**Original Grant Deed**”). A true and complete copy of the Original Grant Deed is attached as Exhibit C.

C. Section 4 of the Original Grant Deed granted to the Former Agency a right of first refusal to purchase the Site from the Original Developer prior to the Developer’s sale of the Site to any third party (the “**Right of First Refusal**”).

D. DVD FACILITY LLC, a California limited liability company (“**Developer**”) is the current successor-in-interest to the Original Developer as the fee owner of the Site pursuant to those certain Grant Deeds recorded on July 27, 2020 in the Official Records of Riverside County as Document No. 2020-0334597 and on July 28, 2020 in the Official Records of

Riverside County as Document No. 2020-0335834 (the “**Grant Deeds**”). A true and complete copy of the Grant Deeds are attached hereto as Exhibit D and Exhibit E, respectively.

E. The Agency is the successor to the Former Agency.

F. At its meeting on July 22, 2020, the Agency approved the Execution of a Consent to Transfer Certificate (“**Consent to Transfer Certificate**”) regarding the transfer of the Site to Developer. A true and complete copy of the Consent to Transfer Certificate is attached hereto as Exhibit F.

G. The Agency has no intent to exercise its Right of First Refusal at any point in the future. Accordingly, the Agency desires to execute and deliver this Consent for the purpose of consenting to the release and termination of the Right of First Refusal and to evidence its decision to permanently release and terminate its Right of First Refusal with respect to the Site, all as set forth below.

NOW THEREFORE, the Agency hereby certifies, acknowledges and agrees to the following:

1. The Agency hereby releases and terminates its Right of First Refusal with respect to the Site, and agrees that it will not retain any rights under Section 4 of the Original Grant Deed. For the avoidance of doubt, the Right of First Refusal is hereby released and terminated and shall be of no further force or effect.
2. This Consent is given to and for the benefit of Developer, and may be relied upon by Developer, any future prospective purchaser, and each of their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]



Executed and delivered this \_\_\_ day of \_\_\_\_\_, 2021.

**SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Steven Hernandez, Chair

By: \_\_\_\_\_

Andrea J. Carranza, Deputy Secretary

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that they executed the same in their  
authorized capacities, and that by their signatures on the instrument the persons, or the entity upon  
behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

[S E A L]

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## EXHIBIT A

Description of Site

THOSE PORTIONS OF PARCELS 21 AND 22 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN PARCEL MAP BOOK 165, PAGES 37 THROUGH 39 INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE, LOCATED IN SECTION 9, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 22;  
THENCE NORTH 00° 05' 44" WEST ALONG THE WEST LINE OF PARCEL 22, A DISTANCE OF 563.24 FEET;  
THENCE NORTH 89° 54' 50" EAST, A DISTANCE OF 329.15 FEET TO THE EAST LINE OF SAID PARCEL 21;  
THENCE SOUTH 00° 02' 30" EAST ALONG SAID EAST LINE, A DISTANCE OF 563.24 FEET TO THE SOUTHEAST CORNER OF PARCEL 21;  
THENCE SOUTH 89° 54' 51" WEST ALONG THE SOUTH LINES OF PARCELS 21 AND 22, A DISTANCE OF 328.62 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**DDA**

Item 30.



1515 SIXTH STREET • COACHELLA, CA 92236

Fax: (760) 398-8117

Administration .....	398-3502	Grants .....	398-5110
Animal Control .....	398-4978	Housing .....	398-5110
Building .....	398-3002	Personnel .....	398-3502
City Clerk .....	398-3502	Planning .....	398-3102
City Council .....	391-5009	Public Works .....	398-3744
Code Enforcement .....	398-4978	Recreation .....	398-3502
Economic Develop. ....	398-5110	Riverside Sheriff's Office	853-8980
Engineering .....	398-5744	Sanitary .....	391-5008
Finance .....	398-3502	Senior Svs. ....	398-0104
Fire .....	398-8885	Utilities .....	398-2702

674-0137

Final

Date: 1-12-05

To: David Erwin, Attorney

From: LORIE WILLIAMS

CC: \_\_\_\_\_

Telephone: (760) 398-3502 Ext. 233

Re: George & Tamara Kirkjan

Fax: (760) 398-8117

Fax: 340-6698

E-mail: \_\_\_\_\_

Telephone: ~~340-6698~~

Total number of Pages including Cover Sheet: 10

Urgent     Review     FYI     Please Comment     Please Reply

Comments: Jim Erickson called me this morning  
As he realized that he had omitted the  
date from the reformation document.  
Document has been corrected. No other  
changes to body of document only addition of  
date and names of individuals signing on behalf  
of Agency.

I have three originals available for signing  
here at the City if I can assist the Kirkjans.

LORIE

If you have any questions regarding this fax, or do not receive all pages, please contact the sender at the number listed above.

ORIGINAL

2 OF 4

Item 30.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement"), dated as of July 24, 2001 (the "Effective Date") is entered into by and between the COACHELLA REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), and GEORGE KIRKJAN AND TAMARA KIRKJAN, husband and wife, doing business as Desert Valley Date, Inc. (collectively, "Developer").

RECITALS

This Agreement is entered into with reference to the following facts:

A. The purpose of this Agreement is to effectuate the Redevelopment Plan for Project Area No. 1 of the Agency, in the City of Coachella, California, by facilitating construction of improvements within the Project Area.

B. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of California.

C. Agency owns certain real property in the Project Area consisting of approximately 4.25 acres located near the intersection of Polk Street and Industrial Way in the City of Coachella, California, and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Site"). The Developer wishes to acquire the Site to enable the Developer to construct the Improvements on the Site, as such terms are defined below.

D. Development of the Project will assist in the elimination of blight in the Project Area, provide additional jobs, and substantially improve the economic and physical conditions in the Project Area in accordance with the purposes and goals of the Redevelopment Plan.

E. The Agency has determined that the land uses specified in this Agreement and the provisions relating to development of the Project specified in this Agreement are consistent with the provisions of the Redevelopment Plan and each of its applicable elements.

F. Construction of the Improvements (as hereinafter defined) constituting the Project pursuant to this Agreement is in the best interests of the Agency, and the health, safety and welfare of the residents and taxpayers of the Project Area, and is in accord with the public purposes and provisions of applicable state and local laws.

G. A material inducement to the Agency to enter into this Agreement is the agreement by the Developer to construct the Improvements within a limited period of time, and the Agency would be unwilling to enter into this Agreement in the absence of an enforceable commitment by the Developer to construct the Improvements within a limited period of time.

ORIGINAL

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H. The Agency has determined that the land uses specified in this Agreement and the provisions relating to development of the Project specified in this Agreement are consistent with the provisions of the Redevelopment Plan and each of its applicable elements.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS.

Section 1.1. Definitions.

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1.1.1. Agency means the Coachella Redevelopment Agency, a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of California, with full power and authority to execute this Agreement. The principal office of the Agency is located at 1515 Sixth Street, Coachella, California 92236.

1.1.2. Agreement means this Disposition and Development Agreement.

1.1.3. Certificate of Completion means a certificate described in Section 3.13, to be provided by the Agency to the Developer upon satisfactory completion of the Improvements.

1.1.4. City means the City of Coachella, a municipal corporation, exercising governmental functions and powers, and organized and existing under the laws of the State of California, with full power and authority to execute this Agreement. The principal office of the City is located at 1515 Sixth Street, Coachella, California 92236.

1.1.5. Closing has the meaning defined in Section 2.3.2.

1.1.6. Closing Date means the date upon which the Agency by grant deed shall convey title to the Site to the Developer and such grant deed is recorded in the Official Records of the County of Riverside.

1.1.7. Construction Contract has the meaning defined in Section 3.8.

1.1.8. Default has the meaning defined in Section 6.1.

1.1.9. Developer means George and Tamara Kirkjan, doing business as Desert Valley Date, a California corporation. The principal office of the Developer for purposes of this Agreement is 86-740 Industrial Way, Coachella, California 92236.

1.1.10. Escrow has the meaning defined in Section 2.2.1.



1.1.11. Escrow Holder means Foresite Escrow (Peggy Baumgardner, Escrow Officer). The principal office of the Escrow Holder for purposes of this Agreement is 41-995 Boardwalk, Palm Desert, California 92211. Telephone: (760) 773-5333.

1.1.12. General Contractor has the meaning defined in Section 3.8.

1.1.13. Hazardous Substances shall include, without limitation, any flammable explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, substances described in Civil Code Section 2929.5(e)(2), as it now exists or as subsequently amended, pollutants, contaminants, hazardous wastes, toxic substances or related materials.

1.1.14. Improvements means the improvements described in Section 3.1.

1.1.15. Party means any party to this Agreement. The "Parties" shall be all parties to this Agreement.

1.1.16. Plans and Specifications means the plans and specifications approved by the City for construction of the Improvements.

1.1.17. Project means the construction of the Improvements on the Site in accordance with the Plans and Specifications.

1.1.18. Project Area means Project Area No. 1 of the Agency.

1.1.19. Purchase Price has the meaning defined in Section 2.1.

1.1.20. Redevelopment Plan means the Redevelopment Plan for the Coachella Redevelopment Agency Project Area No. 1 approved by the City Council of the City of Coachella by Ordinance No. 470 on May 4, 1982. This Agreement shall be subject to the provisions of the Redevelopment Plan which are incorporated herein by this reference and made a part hereof as though fully set forth herein.

1.1.21. Restrictive Covenant and Option means the Restrictive Covenant and Option to Purchase described in Section 5.6, which is in the form attached hereto as Exhibit B.

1.1.22. Schedule of Performance means the schedule attached hereto as Exhibit C to this Agreement, which is incorporated herein by this reference.

1.1.23. Site means that certain real property described in Exhibit A attached hereto and incorporated herein by this reference.

1.1.24. Transaction Costs means all costs incurred by either party in entering into this transaction and closing Escrow, including but not limited to attorney's fees, staff time, appraisal costs, and costs of financial advisors and other consultants.

## ARTICLE 2. PURCHASE AND SALE OF THE SITE

### Section 2.1. Purchase and Sale.

The Agency agrees to sell the Site to the Developer, and the Developer agrees to purchase the Site from the Agency, for the sum of \$0.50 per square foot, being \$92,565.00 (the "Purchase Price"). The Purchase Price shall be paid in cash on the Closing Date.

### Section 2.2. Payment of Purchase Price.

The Purchase Price shall be payable by Developer as follows:

#### 2.2.1. Deposit.

Upon the opening of Escrow, Developer shall deposit with Escrow Holder the sum of Five Thousand Dollars (\$5,000.00) by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds (the "Deposit"). The Deposit shall be invested by Escrow Holder in an interest bearing account acceptable to Developer with all interest accruing thereon to be paid to Developer by Escrow Holder upon demand or, at Developer's election, credited to the Purchase Price upon the Close of Escrow. The Deposit shall be applicable in full towards the Purchase Price.

#### 2.2.2. Closing Funds.

Prior to the Close of Escrow, Developer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the balance of the Purchase Price, plus payment of the Developer's share of the costs of the Escrow.

### Section 2.3. Escrow.

#### 2.3.1. Opening of Escrow.

Within 5 days after the Parties' full execution hereof, the Developer and the Agency shall open an escrow ("the Escrow") with the Escrow Holder for the transfer of the Site to the Developer. The Parties shall deposit with the Escrow Holder a fully executed duplicate original of this Agreement, which shall serve as the escrow instructions for the Escrow. The Escrow Holder is authorized to act under this Agreement, and to carry out its duties as the Escrow Holder hereunder.

#### 2.3.2. Close of Escrow.

"Close of Escrow" or "Closing" means the date Escrow Holder causes the grant deed in favor of the Developer to be recorded in the Official Records of the County of Riverside and delivers the Purchase Price and payment for the Transaction Costs to the Agency. Escrow shall close on or before the date that is 180 days after the Effective Date. Possession of the Site shall be delivered to the Developer on the Close of Escrow.

### 2.3.3. Other Documents.

The Agency and the Developer shall execute such reasonable and customary documents, including deeds and necessary escrow instructions, as required to convey the Site to the Developer pursuant to the terms of this Agreement. Should the Agency fail to execute such documents by the times required by this Agreement, then the Developer's deadlines for closing escrow on the Site shall be extended accordingly on a day-for-day basis.

### Section 2.4. Condition of Title: Title Insurance.

2.4.1. Within 10 days after the Effective Date, the Agency shall deliver to the Developer, for the Developer's review and approval, a current preliminary title report and copies of any instruments noted as exceptions thereon. The Developer shall approve or disapprove the preliminary title report within 10 days after receipt of the preliminary title report. The Developer's approval thereof shall not unreasonably be withheld.

2.4.2. At the Closing of any Escrow, the Developer shall receive title to the Site by grant deed substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

2.4.3. At Closing, the Developer shall receive a CLTA Owner's Standard Coverage Policy of Title Insurance (the "Title Policy"), issued by Fidelity National Title Company ("Title Company"), in the amount of the Purchase Price, insuring that title to the Site is free and clear of all liens, easements; covenants, conditions, restrictions, and other encumbrances of record except (a) current taxes and assessments of record, but not any overdue or delinquent taxes on assessments, (b) this Agreement, including the Restrictive Covenant and Option described in Section 5.6, and (c) such other encumbrances as the Developer approves in writing.

### Section 2.5. Escrow and Title Charges.

The Developer and Agency shall each pay one-half (½) of any and all usual and customary costs, expenses and charges related to the escrow and transfer of title to the Site, including, without limitation, recording fees, any documentary transfer taxes, and premiums on the standard CLTA title policy. Developer shall be solely responsible for any additional title insurance endorsement premiums and charges. Each party shall be responsible for its own Transaction Costs.

Section 2.6. Condition of the Site.

The Site shall be conveyed from the Agency to the Developer in "AS IS" condition, and the Developer hereby releases the Agency from any and all liability or responsibility for the physical condition of the Site or any portion thereof, including without limitation any liability or costs that might be incurred by the Developer by reason of the presence of hazardous substances on the Site. If the Site is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site in a condition suitable for development of the Project thereon. Without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE SITE BEING TRANSFERRED PURSUANT TO THIS AGREEMENT. The Developer acknowledges that the Agency has made all disclosures and provided all notices to the Developer in accordance with Health and Safety Code Section 25359.7.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

Developer's Initials

The waivers and releases by Developer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

Section 2.7. Escrow Holder.

2.7.1. Escrow Holder is authorized to:

(a) Pay and charge the Developer for any fees, charges and costs payable under this Article. Before such payments are made, the Escrow Holder shall notify the Agency and the Developer of the fees, charges, and costs necessary to close the Escrow;

(b) Disburse funds and deliver the deeds and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by the Agency and the Developer; and

(c) Record any instruments delivered through the Escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement, and to record the Restrictive Covenant and Option.

2.7.2. Any amendment of these escrow instructions shall be in writing and signed by both the Agency and the Developer. At the time of any amendment, Escrow Holder shall agree to carry out its duties as escrow holder under such amendment.

2.7.3. All communications from the Escrow Holder to the Agency or the Developer shall be directed to the addresses and in the manner established in Section 7.3 of this Agreement for notices, demands and communications between the Agency and the Developer.

2.7.4. The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Article 2, and any amendments hereto agreed upon by Escrow Holder.

#### Section 2.8. Additional Instructions.

The Parties shall execute appropriate escrow instructions, prepared by the Escrow Holder, which are not inconsistent herewith. If there is any inconsistency between the terms hereof and the terms of the escrow instructions, the terms hereof shall control unless an intent to amend the terms hereof is expressly stated in such instructions.

### ARTICLE 3. DEVELOPMENT OF THE SITE

#### Section 3.1. Scope of Development.

3.1.1. The "Improvements" to be completed by Developer shall be a building consisting of at least 10,000 square feet of building area (the "Building") and shall include such other landscaping and public improvements as are reasonably required by the Agency. The Building shall be completed, ready for occupancy, and open for business no later than three (3) years from the Closing (the "Completion Date"). Two (2) separate, one (1) year extensions of the Completion Date shall be available to Developer upon written application to the Executive Director of the Agency. Developer shall in the written request state the reasons and circumstances which have caused to the need to delay construction. The Agency or its Executive Director may ask for additional justification and shall make a decision within 30 days of the receipt of the written request or receipt of requested additional justification from Developer. The Agency shall not unreasonably withhold approval of such extensions. Developer shall not unreasonably postpone construction of the Improvements contemplated herein. The Improvements shall be

designed for industrial use and shall comply with all zoning and general plan requirements applicable to the Site.

3.1.2. The Developer shall construct the Improvements, and all associated public infrastructure improvements required by the City pursuant to its conditions of approval, if any, and all parking areas and landscaping, in accordance with and within the limitations established therefor in this Agreement and as required by the City. Developer covenants to improve the southerly portion of the Site with paved parking and storage areas as approved by the Planning Commission of the City and to install such off site perimeter improvements along Industrial Way as are required by the Agency in the Agency's sole and absolute discretion. The Developer shall also comply with the requirements of the City's Municipal Code, any and all applicable federal, state and local laws, rules and regulations, and any applicable mitigation measures adopted pursuant to the California Environmental Quality Act.

Section 3.2. Agency's Right to Review Plans and Specifications.

In connection with design of the Improvements on the Site, the Developer shall submit basic concept drawings, preliminary plans, landscaping plans, and final plans and specifications to the Agency for the Agency's review and approval. The Developer shall construct the Improvements on the Site in compliance with the plans and specifications approved by the Agency.

Section 3.3. Approval of Construction Plans.

The Agency shall approve or disapprove such plans, drawings, and related documents referred to in Section 3.2 in a reasonably timely fashion. Any disapproval shall state in writing the reasons for disapproval. The Developer, upon receipt of a disapproval, shall revise such portion of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval and shall resubmit such revised portions to the Agency as soon as possible after receipt of the notice of disapproval. The Agency shall approve or disapprove such revised portions in the same manner as provided in this Agreement for approval or disapproval of plans, drawings, and related documents initially submitted to the Agency, which approval or disapproval shall be provided within a reasonable time taking into consideration the scope and detail of the plans, drawings and documents submitted. Any items submitted to and approved by the Agency shall not be subject to subsequent disapproval. All approvals or disapprovals to be made by the Agency pursuant to this Article 3 shall be made by the Executive Director of the Agency and the Executive Director's designated staff members.

Section 3.4. Changes in Construction Drawings.

If the Developer desires to make any changes in the construction drawings and related documents after their approval by the Agency, the Developer shall submit the proposed changes to the Agency for its reasonable approval. The Agency shall approve or disapprove such revised portions in the same manner as provided in this Agreement for approval or disapproval of plans, drawings, and related documents initially submitted to the Agency, which approval or

disapproval shall be provided within a reasonable time taking into consideration the scope and detail of the plans, drawings and documents submitted. The Developer shall revise any disapproved portions and resubmit them to the Agency.

**Section 3.5. Cost of Construction.**

The cost of constructing all Improvements, and all public infrastructure improvements, if any, shall be borne by the Developer.

**Section 3.6. Construction Schedule.**

The Developer shall begin and complete all construction within the times specified in the Schedule of Performance.

**Section 3.7. Progress of Construction.**

During construction of the Improvements on the Site, the Developer shall submit to the Agency within ten days following each request of the Agency therefor (which requests shall be submitted no more frequently than monthly), a written report of the progress to date of the construction. The reports shall be in the same form and in the same detail as are normally prepared for internal reports of the Developer or for reports from the Developer's general contractor to the Developer. The report shall be in such form and detail as to reasonably inform the Agency of the status of construction to date, and shall include a reasonable number of photographs (if so requested by the Agency) taken since the last report by the Developer.

**Section 3.8. Construction Contract and Bond.**

Prior to the date set forth in the Schedule of Performance, the Developer shall provide to the Agency a copy of the fully executed construction contract (the "Construction Contract"), which Construction Contract shall obligate a reputable and financially responsible general contractor (the "General Contractor"), licensed in California and experienced in completing the type of improvements contemplated by this Agreement, to commence and complete the development of the Project in accordance with this Agreement, and all applicable laws, with the funds available for the Project. Such Construction Contract shall set forth a cost of construction, including fees to the General Contractor, consistent with the funding available to and obtained by the Developer to pay the cost of constructing the Improvements. The Agency shall also have the right to confirm that the Construction Contract will conform to the budget and cost breakdown approved by the Developer's construction lender. If the Developer's construction lender requires the Developer to obtain a Performance Bond and/or a Labor and Material Payment Bond, then Developer agrees to cause the Agency to be named as a co-obligee thereon.

**Section 3.9. Construction Loan.**

On or before the date set forth therefor in the Schedule of Performance, the Developer shall submit to the Agency, for approval by the Agency's Executive Director, evidence

of binding commitments for construction financing for each of the Improvements constituting the Project.

**Section 3.10. Rights of Access.**

In addition to those rights of access to and across the Site to which the Agency and the City may be entitled by law, members of the staffs of the Agency and the City shall have a reasonable right of access to the Site, without charge or fee, at any reasonable time, to inspect the work being performed at the Site.

**Section 3.11. Local, State and Federal Laws.**

The Developer shall carry out the construction of the Improvements in conformity with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards.

**Section 3.12. Nondiscrimination During Construction.**

The Developer, for itself and its successors and assigns, agrees that it shall not discriminate against any employee or applicant for employment because of age, sex, marital status, race, handicap, color, religion, creed, ancestry, or national origin in the construction of the improvements constituting the Improvements.

**Section 3.13. Certificate of Completion.**

3.13.1. After completion of all construction and development by the Developer of each phase of all of the improvements constituting the Improvements, and the infrastructure public improvements, the Agency shall, following written request by the Developer, promptly furnish the Developer with a Certificate of Completion for the Improvements. The Certificate of Completion shall be in the form attached hereto as Exhibit E. The Agency shall not unreasonably withhold the Certificate of Completion. The Certificate of Completion shall be, and shall so state that it is, a conclusive determination of satisfactory completion of all of the construction required by this Agreement. The Agency shall issue a Certificate of Completion for each phase of construction.

3.13.2. If the Agency refuses or fails within 30 days after receipt of a request from the Developer to issue the Certificate of Completion after written request therefor from the Developer, the Agency shall, within 30 days thereafter, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain the Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or material for landscaping, and the costs of completion does not exceed \$50,000.00, the Agency shall issue its Certificate of Completion upon the Developer's depositing with the Agency cash or an irrevocable standby letter of credit acceptable



to the Agency in an amount representing the fair value of the work not yet completed. The determination of fair value shall be made by the Agency.

3.13.3. Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, trust deed or other security instrument. Such Certificate of Completion shall not be construed as a notice of completion as described in California Civil Code Section 3093.

#### ARTICLE 4. LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS

##### Section 4.1. Limitation As To Transfer of the Site and Assignment of Agreement.

The Developer's rights hereunder are not transferrable by the Developer without the Agency's prior written consent. Without the Agency's prior written consent first had and obtained, the Developer shall not sell, assign, transfer, or lease the Site until the Developer has received a Certificate of Completion for all improvements to be constructed thereon (including the improvements to be constructed pursuant to any subsequent phases of the improvements). The Developer acknowledges that the identity of the Developer is of particular concern to the Agency, and it is because of the Developer's identity that the Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement in violation of the terms hereof. No transfer or assignment hereunder shall be deemed to release Desert Valley Date from the obligations of the Developer hereunder. This prohibition shall not be deemed to prevent the (i) granting of easements or permits to facilitate the development of the Site, or (ii) any mortgage or deed of trust permitted by this Agreement. Upon receipt of a Certificate of Completion for the Improvements, the Developer may transfer the Site to any qualified transferee so long as the transferee agrees to all of the covenants and conditions set forth in Article 5 of this Agreement. Such transfer after completion of the Improvements shall be with the prior written consent of Agency, which shall not be unreasonably withheld.

##### Section 4.2. Security Financing; Right of Holders.

##### 4.2.1. No Encumbrances Except Mortgages, Deeds of Trust, Conveyances or Other Conveyance for Financing For Development.

4.2.1.1. Notwithstanding Section 4.1 or any other provision herein to the contrary, mortgages, deeds of trust, sales and leaseback, or any other form of encumbrance or conveyance required for any reasonable method of construction and permanent financing are permitted, but only with the prior written approval of the Agency (which approval shall not unreasonably be withheld), and only for the purpose of securing loans of funds to be used for financing the direct and indirect costs of the Project (including reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs).

4.2.1.2. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in real estate acquisition,

construction and land development. Any reference herein to the "holder" of a mortgage or deed of trust shall be deemed also to refer to a lessor under a sale and leaseback.

4.2.2. Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders: Right to Cure.

Whenever the Agency shall deliver a notice or demand to the Developer with respect to any breach or default by the Developer in completion of development of the Project, the Agency shall at the same time deliver a copy of such notice or demand to each holder of record of any first mortgage, deed of trust or other security interest authorized by this Agreement who has previously made a written request to the Agency for special notice hereunder. No notice of default to the Developer shall be effective against any such holder unless given to such holder as aforesaid. Such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, within 30 days after receipt of the notice, to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien of its security interest. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession, such holder shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within a reasonable period of time as necessary to remedy or cure such default of the Developer.

4.2.3. Noninterference with Holders.

The provisions of this Agreement do not limit the right of holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering the Site and the improvements thereon, or the right of holders to pursue any remedies for the enforcement of any pledge or lien encumbering the Site; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the Site, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this Agreement and all documents and instruments recorded pursuant hereto.

ARTICLE 5. USE OF THE SITE

Section 5.1. Uses.

The Developer covenants and agrees for itself, and its successors and its assigns, that the Developer, such successors, and such assignees shall use the Site, and every part thereof, only for the construction of the Improvements thereon and operation of the businesses for which the Improvements are designed. The covenant to use the Site for this use shall run with the land for the benefit of the Agency and the Project Area for the purpose of protecting the interest of the community, and shall be binding on the Developer and all successors in interest of the Developer. These covenants shall run in favor of the Agency without regard to whether the Agency has been, remains or is an owner or holder of any land or interest in the Project Area. The Agency shall have the right, if such covenants are breached, to exercise all rights and remedies and to maintain

any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled, including, without limitation, specific performance, damages, and injunctive relief. The Agency shall have the right to assign all of its rights and benefits hereunder to the City. The Developer agrees on behalf of himself, his successors and assigns, that they shall under all circumstances comply with all the terms of this Agreement and the covenants running with the land shall be binding for all purposes against the Site.

Section 5.2. Employment Preference to Local Residents.

The Developer further covenants that with respect to the construction, operation, and maintenance of the Project and operation of businesses from the Site, the Developer shall give a first priority preference in hiring to residents in redevelopment project areas in the City of Coachella, and a second priority preference in hiring to residents of the City of Coachella generally, in situations in which prospective employees are otherwise equally qualified. The Developer shall also provide in all purchase and sale agreements, grant deeds, leases, and contracts, that with respect to the construction and maintenance of all improvements on the Site and the operation of all businesses therefrom, all transferees, lessees, and contractors, and their successors and assigns, shall give a first priority preference in hiring to residents in redevelopment project areas in the City of Coachella, and a second priority preference in hiring to residents of the City of Coachella generally, in situations in which prospective employees are otherwise equally qualified.

Section 5.3. Maintenance of the Site.

After completion of the Project, the Developer, and the Developer's transferees, successors and assigns, shall maintain the Site and the Project (including landscaping) in good and clean condition and repair.

Section 5.4. Obligation to Refrain from Discrimination.

The Developer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, and the Developer (itself or any person claiming under or through the Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof.

Section 5.5. Form of Nondiscrimination and Nonsegregation Clauses.

The Developer shall refrain from restricting the rental, sale or lease of the Site or any portion thereof, on the basis of sex, age, handicap, marital status, race, color, religion, creed,

ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, age, handicaps color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, age, handicap, color, religion, creed, national origin or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

3. In contracts relating to the sale or transfer of the Site or any interest therein: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, age, handicap, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees of the land."

#### Section 5.6. Restrictive Covenant and Option.

In order to insure the Developer's compliance with the use restrictions hereof, and in order to protect the Agency's interest in seeing that the Site will be improved with the Improvements, the Developer shall execute and record at the Close of Escrow the Restrictive Covenant and Option set forth in Exhibit B hereto. Such Restrictive Covenant and Option provides, among other things, that the Developer must use the Site for the uses described herein, and that if the Developer fails to comply with the terms hereof, the Agency shall have an option to repurchase the Agency Property (or a part thereof).

**Section 5.7. Effect and Duration of Covenants.**

Following development of the Project in accordance with this Agreement, each of the rights, duties and obligations of the Developer and the Agency shall be deemed to have been satisfied under this Agreement, and the Developer and its successors in interest to the Site shall have no further obligations with respect to the matters provided for in this Agreement with the exception of the following, each of which shall be set forth in particularity in any document of transfer or conveyance by the Developer:

- (1) The Redevelopment Plan, which shall remain in effect until expiration of the Redevelopment Plan, as the same may be extended from time to time;
- (2) The use and maintenance requirements set forth in Section 5.1 and 5.3 which shall remain in effect for thirty (30) years;
- (3) The nondiscrimination and nonsegregation requirements set forth in Sections 5.4 and 5.5, which shall remain in effect in perpetuity;
- (4) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

**ARTICLE 6. EVENTS OF DEFAULT, REMEDIES AND TERMINATION**

**Section 6.1. Defaults--Definition.**

Occurrence of any or all of the following shall constitute a default ("Default") under this Agreement:

6.1.1. The Developer's failure to commence construction of the Improvements or to complete construction of the Improvements in accordance with the time parameters set forth in the Schedule of Performance, provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled, or due to causes beyond the Developer's control as provided in Section 7.11 hereof; or

6.1.2. The Developer's sale, lease, or other transfer, or the occurrence of any involuntary transfer, of the Site or any part thereof or interest therein in violation of this Agreement; or

6.1.3. The suspension of work on the Site, or any other Improvements required to be performed by the Developer, in a material fashion, for a period a period of 15 consecutive days, unless the Developer shall not have obtained an extension or postponement to which the Developer may be entitled, or due to causes beyond the Developer's control as provided in Section 7.11 hereof; or

6.1.4. The Developer's neglect, failure or refusal to keep in force and effect any permit or approval with respect to development of the Project or any policy of insurance required hereunder, and the Developer's failure to cure such breach within 10 days after written notice from the Agency of the Developer's breach;

6.1.5. Filing of a petition in bankruptcy by or against the Developer or appointment of a receiver or trustee of any property of the Developer, or an assignment by the Developer for the benefit of creditors, or adjudication that the Developer is insolvent by a court, and the failure of the Developer to cause such petition, appointment, or assignment to be removed or discharged within 60 days;

6.1.6. The Developer's failure to perform any requirement or obligation of Developer set forth herein or in the Schedule of Performance not heretofore described on or prior to the date for such performance set forth herein or in the Schedule of Performance, and the failure of the Developer to cure or perform such obligation or requirement within 15 days after written notice of such delinquency.

Section 6.2. Remedies in the Event of Default.

6.2.1. Remedies. In the event of a Default under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement by delivering written notice thereof to the defaulting Party and to Escrow Holder, and the non-defaulting Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to the right to receive compensatory damages or to pursue an action for specific performance. In addition, the Agency shall have the right to exercise the option to repurchase the Site (or a part thereof) as set forth in the Restrictive Covenant and Option.

6.2.2. Liberal Construction. The rights established in this Agreement are to be interpreted in light of the fact that the Agency will convey the Site to the Developer for development and operation of the Project thereon and not for speculation in undeveloped land or for construction of different improvements. The Developer acknowledges that it is of the essence of this Agreement that the Developer is obligated to complete all Improvements comprising the Project.

Section 6.3. No Personal Liability.

Except as specifically provided herein to the contrary, no representative of the Agency shall personally be liable to the Developer, or any successor in interest of the Developer, in the event of any Default or breach by the Agency, or for any amount which may become due to the Developer, or any successor in interest, on any obligation under the terms of this Agreement.

Section 6.4. Legal Actions.

6.4.1. Institution of Legal Actions.

Any legal actions brought pursuant to this Agreement must be instituted in either the Superior Court of the County of Riverside, State of California, or in an appropriate municipal court in that County.

6.4.2. Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

6.4.3. Acceptance of Service of Process.

If any legal action is commenced by the Developer against the Agency, service of process on the Agency shall be made by personal service upon the executive director or secretary of the Agency, or in such other manner as may be provided by law. If any legal action is commenced by the Agency against the Developer, service of process on the Developer shall be made by personal service upon the Developer, or in such other manner as may be provided by law, whether made within or without the State of California.

Section 6.5. Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 6.6. Inaction Not a Waiver of Default.

Except as expressly provided in this Agreement to the contrary, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1. Insurance.

7.1.1. Throughout development of the Improvements on the Site, the Developer shall take out and maintain, at no cost or expense to the Agency, with a reputable and financially responsible insurance company reasonably acceptable to the Agency, broad form commercial general public liability insurance, insuring the Developer and the Agency against claims and liability for bodily injury, death, or property damage arising from the use, occupancy, condition, or operation of the Site and the Improvements thereon, which insurance shall provide combined single limit protection of at least \$2,000,000, and include contractual liability endorsement. Such

insurance shall name the City and the Agency and their members, officers, employees, and servants, as additional insureds.

7.1.2. Before commencement of any demolition or construction work the Developer shall also procure or cause to be procured, and shall maintain in force until completion of the work (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a company reasonably acceptable to the Agency, and (ii) workers' compensation insurance covering all persons employed in connection with work. The builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

7.1.3. The Developer shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that any contractor with whom it has contracted for the performance of work on Site or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law.

7.1.4. With respect to each policy of insurance required above, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on the insurance carrier's form setting forth the general provisions of the insurance coverage. The required certificate shall be furnished by the Developer prior to commencement of development of the Improvements on the Site.

7.1.5. All such policies required by this Section shall be nonassessable and shall contain language to the effect that (i) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the Agency, and (ii) the Agency shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Agency.

Section 7.2. Indemnity.

The Developer shall indemnify, defend, protect, and hold harmless the Agency and the City and any and all agents, employees and representatives of the Agency and the City, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

- (i) the use, ownership, management, occupancy, or possession of the Site,
- (ii) any breach or Default of the Developer hereunder,



(iii) any of the Developer's activities on the Site (or the activities of the Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Site), including without limitation the construction of any Improvements on the Site,

(iv) the presence or clean-up of Hazardous Substances on, in or under the Site, or,

(v) any other fact, circumstance or event related to the Developer's performance hereunder, or which may otherwise arise from the Developer's ownership, use, possession, improvement, operation or disposition of the Site,

regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, or before or after the conveyance of the Site, except to the extent such losses or liabilities are caused by or contributed by the negligent or intentionally wrongful act of the Agency.

Section 7.3. Notices.

All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Agency: Byron L. Woosley,  
Executive Director  
Coachella Redevelopment Agency  
1515 Sixth Street  
Coachella, California 92236  
Telephone: (760) 398-3502  
Fax: (760) 398-8117

with a copy to: Green, DeBortnowski and Quintanilla A  
35-325 Date Palm Drive, Suite 202  
Cathedral City, California 92234  
Attention: Steven Quintanilla  
Telephone: (760) 770-0873  
Fax: (760) 770-1724

Developer: George and Tamara Kirkjan  
c/o Desert Valley Date  
86-740 Industrial Way,  
Coachella, California 92236.  
Telephone: (760) 398-0999  
Fax: (760) 398-1514

Section 7.4. Construction.

The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

Section 7.5. Limitation on Applicability of this Agreement to the City and the Agency.

The Developer acknowledges and agrees that the City shall be bound hereby only to the extent any obligations specifically name and refer to the City, and the City shall not be liable for any breach or default of the Agency in the performance of the Agency's obligations hereunder. Moreover, the Developer acknowledges and agrees that the Agency shall not be liable for any breach or default of the City in the performance of any obligations specifically naming and attributable to the City hereunder. The obligations of the City and the Agency are several.

Section 7.6. Developer's Warranties.

The Developer, jointly and severally, warrants and represents to the City and the Agency as follows:

7.6.1. The Developer has full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder. The rights and obligations of Developer herein are joint and several. This Agreement constitutes the valid and binding agreement of the Developer, enforceable in accordance with its terms. Neither the execution nor delivery of this Agreement, nor the Developer's recordation or the Restrictive Covenant and Option, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Developer is a party.

7.6.2. The Developer has inspected the Site and is familiar with all aspects of the Site and its condition, and accepts such condition.

7.6.3. The Developer has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

7.6.4. No commission or fee whatsoever is payable to any person, firm, corporation, partnership or other entity in connection with the transactions contemplated by this Agreement due to the acts of the Developer. The Developer has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable.

Section 7.7. Interpretation.

In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires.

Section 7.8. Non Speculation/Right of First Refusal. The Developer covenants to construct the Improvements and that the Developer's intent is to develop the Site and not for speculation in the value of real property. Accordingly, the Developer hereby grants the Agency a first right of refusal to purchase the Site from the Developer prior to the Developer's sale of the Site to any third party (the "First Right of Refusal"). The First Right of Refusal shall be in a form reasonably required by the Agency and shall be recorded as part of the Grant Deed on the Site in favor of the Agency for a term of seventy-five (75) years. Provided, however, that the First Right of Refusal shall not arise should Developer determine, based upon estate planning considerations to transfer title to the Site to a revocable living trust or should Developer transfer title to the Site to Desert Valley Date, a California corporation.

Section 7.9. Time of the Essence.

Time is of the essence of this Agreement.

Section 7.10. Nonliability of Agency Officials and Employees.

No member, official or employee of the Agency or the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the Agency or the City or for any amount which may become due to the Developer or to any successor, or on any obligations under the terms of this Agreement.

Section 7.11. Attorneys' Fees.

If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court. If either the City, the Agency, or the Developer, without fault, is made a party to any litigation instituted by or against the other Party, such other Party shall defend it against and save it harmless from all costs and expenses including reasonable attorney's fees incurred in connection with such litigation.

**Section 7.12. Enforced Delay: Extension of Times of Performance.**

In addition to specific provisions of this Agreement, delay in performance by either party hereunder shall not be a Default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause, if the party claiming such extension gives notice of the delay within 10 days after the commencement of the cause. If, however, the party claiming such extension fails to give such notice within 10 days after the commencement of the cause, the period shall commence to run only 10 days prior to the giving of such notice. Times of performance under this Agreement may be extended in writing by the Agency and the Developer.

**Section 7.13. Approvals by Agency and the Developer.**

Unless otherwise specifically provided herein, wherever this Agreement requires the Agency or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld.

**Section 7.14. Inspection of Books and Records.**

The Agency shall have the right at all reasonable times to inspect the books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement.

**Section 7.15. Developer's Private Undertaking.**

The development covered by this Agreement is a private undertaking, and the Developer shall have full power over and exclusive control of the Site while the Developer holds title to the Site; subject only to the limitations and obligations of the Developer under this Agreement and the Redevelopment Plan.

**Section 7.16. Entire Agreement, Waivers and Amendments.**

The Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. No person is authorized to make, and by execution hereof the Developer and the Agency acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement,

representation or promise made by any such person which is not contained herein shall be valid or binding on the Developer or the Agency.

Section 7.17. Severability.

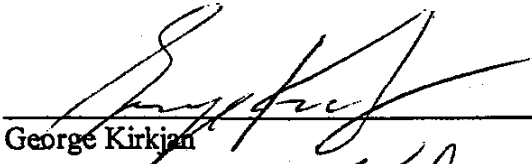
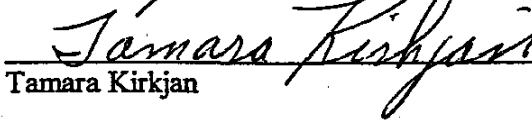
Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 7.18. Survival.

The provisions hereof shall not terminate but rather shall survive any conveyance hereunder and the delivery of all consideration.

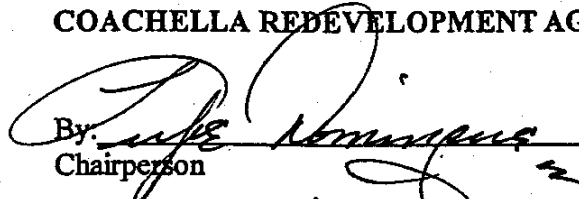
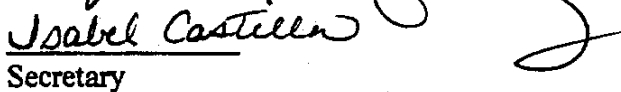
IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year first above written.

"Developer"

  
George Kirkjan  
  
Tamara Kirkjan

"Agency"

COACHELLA REDEVELOPMENT AGENCY

By:   
Chairperson  
  
Secretary

ATTEST:

**EXHIBITS**

- Exhibit A - Legal Description of the Site**
- Exhibit B - Restrictive Covenant and Option**
- Exhibit C - Schedule of Performance**
- Exhibit D - Form of Grant Deed**
- Exhibit E - Form of Certificate of Completion**

EXHIBIT A

LEGAL DESCRIPTION OF SITE

That certain real property located in the City of Coachella, County of Riverside, State of California, described as follows:

**Parcel 11 of Tentative Parcel Map NO. 29564 in the City of Coachella, California**

**EXHIBIT B**

Recording Requested By and  
When Recorded Return To:

Coachella Redevelopment Agency  
1515 Sixth Street  
Coachella, California 92236  
Attention: City Clerk

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**RESTRICTIVE COVENANT AND OPTION**

This Restrictive Covenant and Option made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between GEORGE and TAMARA, KIRKJAN husband and wife, hereinafter collectively called the "Developer," and the COACHELLA REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter called the "Agency."

**RECITALS**

- A. Developer and the Agency are the parties to a Disposition and Development Agreement dated as of March 28, 2001 (the "DDA"), which DDA concerns the sale by the Agency to Developer of certain real property located in the City of Coachella, County of Riverside, State of California, and which property is hereinafter referred to as the "Site" and is more particularly described in Exhibit 1 attached hereto;
- B. As required by the DDA, Developer wishes to impose certain limitations and restrictions on the use and development of the Site as required by law; and
- C. As required by the DDA, Developer wishes to secure its obligations to Agency to develop the Site by granting to Agency an option to purchase a portion of the Site.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, and by stating their intention to be legally bound hereby and in consideration of the promises herein contained, Developer covenants and agrees in favor of Agency as follows:

1. Developer covenants by and for itself, jointly and severally, and its successors and its assigns, that the Developer, such successors, and such assignees shall use the Site, and every part thereof, only for the construction of the Improvements (as defined in the DDA) thereon and operation of the businesses for which the Improvements are designed. The covenant to use the Site for this use shall run with the land for the benefit of the Agency and the Project Area for the purpose of protecting the interest of the community, and shall be binding on the Developer and all successors in interest of the Developer. These covenants shall run in favor of the Agency without regard to whether the Agency has been, remains or is an owner or holder of any land or interest in the Project Area. The Agency shall have the right, if such covenants are



breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled, including, without limitation, specific performance, damages, and injunctive relief. The Agency shall have the right to assign all of its rights and benefits hereunder to the City.

2. After completion of the Project (as defined in the DDA), the Developer, and the Developer's transferees, successors and assigns, shall maintain the Site and the Project (including landscaping) in good and clean condition and repair.

3. Developer covenants by and for itself, jointly and severally, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, age, handicaps color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, age, handicaps color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, age, handicap, color, religion, creed, national origin or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

(c) In contracts relating to the sale or transfer of the Site or any interest therein: "There shall be no discrimination against or segregation of any person or group of

persons on account of sex, marital status, race, age, handicap, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees of the land."

4. Developer shall improve the Site in accordance with the DDA, within the time parameters shown on the Schedule of Performance attached to the DDA.

5. Developer further covenants that with respect to the construction, operation, and maintenance of the Project (as defined in the DDA) and operation of businesses from the Site (as defined in the DDA), Developer shall give a first priority preference in hiring to residents in redevelopment project areas in the City of Coachella, and a second priority preference in hiring to residents of the City of Coachella but do not live in redevelopment project areas, in situations in which prospective employees are otherwise equally qualified. Developer shall also provide in all purchase and sale agreements, grant deeds, leases, and contracts, that with respect to the construction and maintenance of all improvements on the Site and the operation of all businesses therefrom, all transferees, lessees, and contractors, and their successors and assigns, shall give a first priority preference in hiring to residents in redevelopment project areas in the City of Coachella, and a second priority preference in hiring to residents of the City of Coachella but do not live in redevelopment project areas, in situations in which prospective employees are otherwise equally qualified. Developer's failure to comply with this provision shall be a material breach of the DDA.

6. Developer hereby grants to the Agency an option to purchase the Site as follows:

(a) If Developer defaults on the DDA, at any time prior to issuance of a Certificate of Completion for the first phase of the Improvements pursuant to Section 3.13 of the DDA, then the Agency shall have an option to repurchase the entire Site at any time. The purchase price shall be the sum of \$92,565.00.

(b) Any option to purchase shall be exercised, if at all, by the Agency's delivery of written notice of its election to exercise the option to Developer at 86-740 Industrial Way, Coachella, California 92236, or to such other address as is provided by Developer to the Agency in writing for the purpose of delivering notices.

(c) Upon the issuance of the Certificate of Completion for the improvements to be constructed on the Site during Phase I, the Agency shall execute a memorandum terminating this option to purchase.

(d) Agency shall deliver the purchase price to Developer promptly following receipt of a policy of title insurance showing fee title to the Site in favor of Agency

subject only to exceptions that (i) existed at the time of Developer's acquisition of the Site, or (ii) were created with the written consent of the Agency or approved in writing by the Agency.

(e) The option to purchase the Site, or any portion thereof, shall expire, if unexercised, if notice of exercise of same is not delivered by the Agency to Developer on or before the date that is ten (10) years after the date of recordation hereof.

7. The right to enforce this Restrictive Covenant and Option shall be assignable by the Agency to any public entity having jurisdiction over the Site.

8. This instrument shall bind the heirs, representatives, successors and assigns of Developer, and shall inure to the benefit of the Agency, its successors and assigns.

9. This instrument contains the entire agreement of Developer and the Agency relating to the restrictions herein created and the option to purchase. Any modifications concerning this instrument shall be valid only if in writing and signed by the party to be charged.

10. The covenants and restrictions herein shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Site or any part thereof for the benefit and in favor of the Agency, its successors and assigns, and the City of Coachella. Except as set forth below, the covenants contained in this Agreement shall remain in effect until October 1, 2025, unless this Agreement provides for their earlier termination. The covenants against discrimination (as described in Paragraph 3) shall remain in perpetuity.

IN WITNESS THEREOF, Developer has caused this Restrictive Covenant and Option to be duly executed as of the day, month, and year first above written.

"Developer"

\_\_\_\_\_  
George Kirkjan

\_\_\_\_\_  
Tamara Kirkjan

"Agency"

COACHELLA REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

State of California

County of \_\_\_\_\_ }

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)

**EXHIBIT C****SCHEDULE OF PERFORMANCE****DESERT VALLEY DATE -- COACHELLA REDEVELOPMENT AGENCY**

<u>Activity</u>	<u>Time Frame</u>
<u>Developer and Agency open Escrow</u>	Within 5 days after the date hereof
<u>Agency orders title report and delivers same to the Developer</u>	Within 10 days after the date hereof
<u>Developer reviews and approves or disapproves the title report</u>	Within 10 days after receipt of the title report from the Agency
<u>Close of Escrow and delivery of title policy</u>	180 Days from the Effective Date
<u>Submission - Basic Concept Drawings.</u> Developer shall submit to the Agency for approval Basic Concept Drawings.	Not later than 52 months from the Closing Date
<u>Approval - Basic Concept Drawings.</u> Agency shall approve, approve subject to conditions or disapprove the Basic Concept Drawing submission.	Within 45 days after receipt by the Agency.
<u>Submission - Preliminary Plans and Landscaping Plans.</u> Developer shall submit for Agency approval Preliminary Plans and Landscaping Plans.	Not later than 30 days after Agency approval of Basic Concept Drawings.
<u>Approval - Preliminary Plans and Landscaping Plans.</u> Agency Executive Director or designee shall approve, approve subject to conditions or disapprove the submittal.	Within 45 days after receipt by the Agency.
<u>Submission - Final Plans and Specifications.</u> Developer shall submit to Agency for Agency approval Final Plans and Specifications.	Within 30 days after Agency approval of Preliminary Plans and Landscaping Plans.

Approval - Final Plans and Specifications. Agency Executive Director or Designee shall approve, approve subject to conditions or disapprove the submittal.

Within 30 days after receipt by the Agency.

Developer Commences Construction of Improvements.

By the end of 36 months from the Effective Date.

Developer Completes Construction of Improvements.

By the end of 60 months from the Effective Date.

Construction Contract and Bond. Developer shall deliver to Agency a copy of the fully executed construction contract and performance bond and labor and material payment bond described in Section 3.8 of the Agreement

At least 10 days prior to commencement of any construction.

Construction Loan. Developer shall deliver to Agency evidence of construction financing for each phase of the Improvements.

At least 15 days prior to commencement of construction of the applicable Improvements.

Insurance. Developer shall furnish the Agency evidence of insurance as required by Section 7.1.

Not later than 30 days prior to commencement of construction of any Improvements on the Site

Issuance of Certificate of Completion. Upon completion of construction in conformance with this Agreement, the Agency Executive Director or designee shall issue a Certificate of Completion for the Improvements.

Within 30 days after Agency receives written request from Developer if all requirements of the Agreement have been satisfied.

**EXHIBIT D**  
**GRANT DEED**

**RECORDING REQUESTED BY**

**Coachella Redevelopment Agency**

**AND WHEN RECORDED RETURN TO:**

**George Kirkjan  
Desert Valley Date  
86-740 Industrial Way  
Coachella, California 92236**

**GRANT DEED**

**The undersigned Grantor Declares:**

**Exempt from Documentary Transfer Tax is \$0.00 pursuant to R & T Code Section 11922.**

**FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COACHELLA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantor"), hereby grants to GEORGE and TAMARA KIRKJAN, husband and wife (collectively, "Grantee"), certain real property (the "Site") described in Exhibit A attached hereto and incorporated herein by this reference.**

**1. This Grant of the Site is subject to the Redevelopment Plan and pursuant to a Disposition and Development Agreement (the "Agreement") entered into by and between Grantor and Grantee dated July 24, 2001, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor, 1515 Sixth Street, Coachella, California 92236. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record.**

**2. The Grantee covenants by and for itself, its representatives, its successors and assigns and every successor in interest to the Site or any part thereof, that during construction of improvements and thereafter the Grantee shall not use or permit the use of the Site in violation**

of the Redevelopment Plan, as adopted by the City of Coachella by its Ordinance No. 470 on May 4, 1982. The Grantee further covenants and agrees for itself, and its successors and its assigns, that the Developer, such successors, and such assignees shall use the Site and every part thereof only for the construction of the Improvements (as defined in the Agreement) thereon and operation of the businesses for which the Improvements are designed. The Grantee further covenants and agrees that upon completion of the any Improvements described in the Agreement, the Grantee shall maintain the such Improvements (including landscaping) in good condition and repair.

3. By acceptance hereof, Grantee agrees, for themselves, jointly and severally, their successors and assigns, to refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Grantee themselves or any persons claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees in the Site. The foregoing covenants shall run with the land.

All deeds, leases or contracts entered into with respect to the Site shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, sex, marital status, age or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, age, national



origin, sex, marital status or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the property described herein.

4. Grantee hereby grants the Agency a first right of refusal to purchase the Site from the Grantee prior to the Developer's sale of the Site to any third party (the "First Right of Refusal"). This First Right of Refusal shall be in favor of the Agency for a term of seventy-five (75) years from the date of recording of this Grant Deed. Provided, however, that the First Right of Refusal shall not arise should Grantee determine, based upon estate planning considerations to transfer the property to a revocable living trust or should Grantee transfer the property to Desert Valley Date, a California corporation.

5. All covenants contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

6. The covenants contained in Paragraph 2 of this Grant Deed shall remain in effect until the expiration date of the Redevelopment Plan (as amended or extended from time to time). The covenants contained in Paragraph 3 of this Grant Deed shall remain in effect in perpetuity.

COACHELLA REDEVELOPMENT  
AGENCY, a public body corporate and  
politic

Accepted and Agreed:

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
George Kirkjan

Attest:  
  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Tamara Kirkjan

"Grantee"

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ices), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ices), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)

EXHIBIT E

## CERTIFICATE OF COMPLETION

Recording Requested by and  
When Recorded Return to:

Coachella Redevelopment Agency  
1515 Sixth Street  
Coachella, California 92236  
Attention: City Clerk

## CERTIFICATE OF COMPLETION

This Certificate of Completion is given this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with reference to the following matters:

A. The COACHELLA REDEVELOPMENT AGENCY, a public body corporate and politic (the "Agency") and GEORGE and TAMARA , KIRKJAN, husband and wife (collectively, the "Developer") entered into a certain Disposition and Development Agreement dated as of July 24, 2001 (the "Agreement"), which Agreement provides, in Section 3.13 thereof, that the Agency shall furnish the Developer with a Certificate of Completion upon satisfactory completion of the Improvements (as described in the Agreement) on the real property described therein as the Site (the "Site"), which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Riverside County; and

B. The Certificate of Completion shall be conclusive determination of satisfactory completion of the construction Improvements required with respect to the portion of the Site described in Exhibit 1 attached hereto; and

C. The Agency has determined that the construction of the Improvements has been satisfactorily performed; and

NOW, THEREFORE, the parties to this instrument hereby provide as follows:

1. As provided in the Agreement, the Agency does hereby certify that the construction of the Improvements on the portion of the Site described in Exhibit 1 attached hereto has been satisfactorily performed and completed.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or deed of trust or any insurer of a mortgage, or deed of trust securing money loaned to finance the improvements or any part thereof, nor does it constitute evidence of payment of any promissory note or performance of any deed of trust provided by the Developer to the Agency under the Agreement or otherwise.

COACHELLA REDEVELOPMENT AGENCY

By \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ ) S.S.

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_

WITNESS my hand and official seal.

\_\_\_\_\_

**AGREEMENT FOR REFORMATION OF**  
**DISPOSITION AND DEVELOPMENT AGREEMENT**

The Coachella Redevelopment Agency ("*Agency*"), and George Kirkjan and Tamara Kirkjan, are the signatory parties ("*Parties*") to a Disposition and Development Agreement ("*DDA*"), the terms and conditions of which do not accurately reflect their intent. This Agreement will reform that DDA to accurately reflect their intent; and become effective upon execution by both Parties.

**RECITALS**

**a. Identification of "Developer"**

1. The Agency and "*George Kirkjan and Tamara Kirkjan, husband and wife, doing business as Desert Valley Date, Inc.*" (collectively, '*Developer*') entered into such DDA on the "*Effective Date*" of July 24, 2001, which has not thereafter been amended, for acquisition of the approximately 4.25 acre "*Site*" described in Exhibit A of the DDA from the Agency, and development of the Site with certain Improvements.

2. Resolution No. 2001-40 of the Coachella City Council, and Resolution No. 276 of the Agency, authorized sale of the Site to "*George and Tamara Kirkjan, d/b/a Desert Valley Date (the 'Developer').*"

3. The "*Report in Compliance with Section 33433 of the Health and Safety Code of the State of California,*" states that the Agency was considering entering into a DDA with "*George and Tamara Kirkjan dba Desert Valley Date, Inc., a California corporation (the 'Developer').*"

4. A letter from the attorney for the Developer to Bill Claire, City Economic Development Director, dated August 23, 2000, reviewed the DDA and made a number of suggested revisions, including "*The Developer should be George Kirkjan rather than Desert Valley Date.*" The name of Tamara Kirkjan was omitted, but presumably that was inadvertent.

5. The grant deed conveying ownership of the Site, in the form attached to the DDA as Exhibit "D," simply to "*GEORGE and TAMARA KIRKJAN, husband and wife (collectively, 'Grantee')*" was recorded by the Agency on January 31, 2002.

6. The "*Restrictive Covenant and Option to Purchase*" containing the Agency option to repurchase all or a portion of the Site if the Developer failed to comply with the terms of the DDA required to insure compliance with its use restrictions and to protect the Agency's interest in seeing that the Site is improved with the required Improvements, also was executed by "*GEORGE and TAMARA KIRKJAN husband and wife, hereinafter collectively called the 'Developer'.*"

**b. Developer Indemnification of Agency**

1. Section 3.1.2 of the DDA requires the Developer to “*comply with...any and all applicable...state...laws.*”

2. Section 3.11 also provides that “*The Developer shall carry out the construction of the Improvements in conformity with all applicable laws, including all applicable...state...laws, rules, regulations and standards.*”

3. Among such state laws, rules and regulations are those of Labor Code Section 1770 et seq., regarding payment of prevailing wages, including those imposed by Section 1781 (added by SB 966 of the 2003 Legislative session as CH 804, Stats of 2003), potentially exposing the Agency to liability for increased prevailing wage rate labor costs, fines and penalties.

4. Section 7.2 also provides that:

*“The Developer shall indemnify, defend, protect and hold harmless the Agency and the City and any and all agents, employees and representatives of the Agency and the City, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney’s fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:*

- (i) the use, ownership, management, occupancy, or possession of the Site,*
- (ii) any breach or Default of the Developer hereunder,*
- (iii) any of the Developer’s activities on the Site (or the activities of the Developer’s agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Site), including without limitation the construction of any Improvements on the Site, ...*
- (v) any other fact, circumstance or event related to the Developer’s performance hereunder, or which may otherwise arise from the Developer’s ownership, use, possession, improvement, operation or disposition of the Site, regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, or before or after the conveyance of the Site, except to the extent such losses or liabilities are caused by or contributed by the negligent or intentionally wrongful act of the Agency.”*

**c. Required "Improvements"**

Section 3.1.1 of the DDA states that *"The 'Improvements' to be completed by Developer shall be a building consisting of at least 10,000 square feet of building area (the 'Building') and shall include such other landscaping and public improvements as are reasonably required by the Agency."*

Section II B. of the Section 33433 Report states that *"The Developer intends to construct a 10,000 square foot industrial building on the Site for agricultural processing and storage similar to the structure that exists on the property immediately to the West of Parcel 11 [the Site]..."*

City Council Resolution No. 2001-40 and Agency Resolution No. 276 further describe the DDA "Project" as *"... the construction on the Property of a 10,000 square foot building for date processing."*

The construction of only a 10,000 square foot industrial building on this 4.25 acre Site is a disproportionately small development obligation by the Developer, and there also was significant discussion by the Developer and Agency about construction of not only this initial phase one building of 10,000 square feet, but also a second phase two building of approximately 20,000 square feet. The initial concept plan recently submitted by the Developer for City approval also shows such a second building.

**d. Schedule of Performance**

Section 7.9 of the DDA provides that *"Time is of the essence of this Agreement."*

Recital G of the DDA further states that *"A material inducement to the Agency to enter into this Agreement is the agreement by the Developer to construct the Improvements within a limited period of time, and the Agency would be unwilling to enter into this Agreement in the absence of an enforceable commitment by the Developer to construct the Improvements within a limited period of time."*

Section 7.8 of the DDA also provides the Agency with a right of first refusal, based on its declaration that *"The Developer covenants to construct the Improvements and that the Developer's intent is to develop the Site and not for speculation in the value of real property."*

Section 6.2.2 of the DDA further provides that *"The rights established in this Agreement are to be interpreted in light of the fact that the Agency will convey the Site to the Developer for development and operation of the Project thereon and not for speculation in undeveloped land..."*



Section II B. of the Health & Safety Code Section 33433 Report, dated July 24, 2001, provided that *"The Developer intends to construct a 10,000 square foot industrial building on the Site for agricultural processing and storage similar to the structure that exists on the property immediately to the West of Parcel 11 within 3 years from the date of the Agreement."* (emphasis added)

Section 3.1.1 of the DDA also requires that *"The 'Improvements' to be completed by Developer shall be...completed, ready for occupancy, and open for business no later than three (3) years from the Closing (the 'Completion Date'),"* i.e., January 31, 2005 . (emphasis added)

Both City Council Resolution No. 2001-40 and Agency Resolution No. 276, authorizing the sale of this Site, further describe the DDA "Project" in a manner consistent with that *"Completion Date"* i.e., *"...construction on the Property of a 10,000 square foot building for date processing within 3 years of the sale."*

However, Section 3.6 of the DDA also provides that *"The Developer shall begin and complete all construction within the times specified in the Schedule of Performance."* [attached as Exhibit "C"]; and Section 4 of the Restrictive Covenant and Option also provides that *"Developer shall improve the Site in accordance with the DDA, within the time parameters shown on the Schedule of Performance attached to the DDA,"*

Section 6.1.1 of the DDA defines a default as *"The Developer's failure to commence construction of the Improvements or to complete construction of the Improvements in accordance with the time parameters set forth in the Schedule of Performance ..."*

However, Section 6.1.6 of the DDA also defines a default as *"The Developer's failure to perform any requirement or obligation of Developer set forth herein or in the Schedule of Performance not heretofore described on or prior to the date for such performance set forth herein or in the Schedule of Performance, and the failure of the Developer to cure or perform such obligation or requirement within 15 days after written notice of such delinquency."* (emphasis added)

The Schedule of Performance in Exhibit "C" provides that *"Commencement of Construction"* is required after prior submission and Agency approval of Basic Concept Drawings, Preliminary Plans and Landscaping Plans, Final Plans and Specifications, Construction Contract and Bond, Construction Loan and Insurance, (none of which has been done yet) on or before 36 months after the *"Effective Date,"* defined in the DDA Introduction as July 24, 2001, i.e., July 24, 2004. However, The Schedule of Performance also inconsistently provides that the Developer is not required to submit these Basic Concept Drawings until 52 months after the *"Closing Date"* (defined by Section 1.1.6 as the date of recordation of the grant deed to the Developer, i.e. January 31, 2002, which would be May 31, 2006). This would be after the Completion Date required by Section 3.1.1 of the DDA, the City Council Resolution No 2001-40, Agency Resolution 276, and the Section 33433 Report.

Section 2.3.2 of the DDA defines "*Closing*" as the date on which the grant deed is recorded and the Purchase Price and Transaction Costs are paid to the Agency. However, § 1.1.6 also defines "*Closing Date*" as the date on which the grant deed is recorded, without regard to any payment to the Agency. The Agency receipt for the sale proceeds was not dated until February 6, 2002. The signatures of Agency officials on the grant deed were not notarized until January 23, 2002, a date changed from the previously stated date in 2001, although the gratuitous signatures of the Developer agreeing to and accepting the terms of that deed had been notarized on January 29, 2001. Without this notarization of the Agency signatures, the grant deed could not have been recorded. While it is not free from doubt, the appropriate Closing Date is assumed to be January 31, 2002.

It also should be noted that for some reason the Closing of the sale escrow did not occur until over six months after the DDA "*Effective Date.*"

However, the Schedule of Performance in Exhibit "C" also provides that the Developer is not required to complete construction of such Improvements until 60 months from that "*Effective Date,*" i.e., July 24, 2006 rather than the January 31, 2005 "*Completion Date*" required by Section 3.1.1 of the DDA and referred to in Section IIB of the Health & Safety Code Section 33433 Report.

Two separate discretionary one-year extensions of the "*Completion Date,*" although not of the "*Commencement of Construction*" or any other performance date, are available to the Developer under § 3.1.1 of the DDA, upon Agency approval of written application to the Executive Director of the Agency. However, no such application or notice has been received by the Agency.

In addition, § 7.12 of the DDA, erroneously referred to in Section 6.1.1 of the DDA as § 7.11, authorizes extensions for force majeure causes upon written notice to the Agency by Developer of such delay within 10 days of commencement of such causes, unlimited in number but limited to the duration of the delay created by such causes. However, no such written notice has been received by the Agency.

*e. Notice of Default*

In accordance with Section 7.3 of the DDA, on August 9, 2004 the Agency served the Developer with a notice of default for its failure to commence construction of the minimum 10,000 square foot industrial building by July 24, 2004. Developer also was advised in such notice that it was authorized by the DDA to cure that default within 15 days of such notice.

*f. Notice of Termination of DDA and Election to Exercise Option*

On August 30, 2004, after failure of the Developer to cure such default within the prescribed 15 day period, the Agency served the Developer with its Notice of Termination of the DDA and Election of Option to repurchase the Site. On September 22, 2004, the City Council, acting as the governing body of the Agency, also approved

such repurchase and authorized a budget amendment in the amount of \$93,765.00 to complete that repurchase transaction.

## AGREEMENT

The following reformation of the DDA hereby is made, to accurately reflect the intent of the signatory parties to the DDA:

### a. Identification of "Developer"

The "*Developer*" referred to in the DDA is George Kirkjan and Tamara Kirkjan, husband and wife, as Joint Tenants.

### b. Developer Indemnification

The indemnification of the Agency by Developer in Section 7.2 of the DDA includes the obligation of Developer to defend, indemnify and hold harmless the Agency and the City of Coachella, and all their agents, employees and representatives against all losses, liabilities, claims, damages, fines, penalties, forfeitures, costs and expenses, including all attorneys' fees and other litigation costs, relating to the failure of Developer to pay prevailing wages in accordance with the requirements of California Labor Code Section 1770, et seq., including without limitation Section 1781.

Developer acknowledges and agrees that it may be required to cause all of its contractors and their contractors to pay prevailing wages in compliance with California Health and Safety Code Sections 33423 through 33426 and California Labor Code Section 1770 et seq., and be responsible for the keeping of all records required pursuant to Labor Code Section 1770 et seq., including but not limited to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Developer also acknowledges and agrees that it shall be independently responsible for reviewing the applicable law and regulations with respect to the payment of prevailing wages and complying therewith.

### c. Required "Improvements"

The Improvements required to be provided by the Developer shall include not only the first phase construction on the Site of an industrial building of not less than approximately 10,000 square feet, but also a second phase construction of another industrial building of approximately 20,000 square feet, in accordance with the Schedule of Performance attached hereto as Exhibit "C."

**d. Schedule of Performance**

Performance by the Developer shall be in accordance with that Schedule of Performance attached to this Agreement as "Revised Exhibit 'C'."

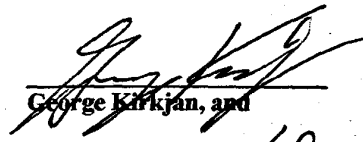
**e. Notice of Default**

Agency hereby revokes its Notice of Default, contingent upon and effective upon execution of this Reformation Agreement by the Developer and the Agency.

**f. Notice of Termination and Election to Exercise Option**

Agency hereby revokes its Notice of Termination of the DDA and Election to Exercise its Option to repurchase the Site, contingent upon and effective upon execution of this Reformation Agreement by the Developer and the Agency.

**"DEVELOPER"**

  
George Kirkjan, and 1-17-05  
Date

  
Tamara Kirkjan, 1-17-05  
Date

Husband and Wife, as Joint Tenants

**"AGENCY"**

Coachella Redevelopment Agency

By: \_\_\_\_\_  
Jesse Villarreal Date  
Chairman

Attest: \_\_\_\_\_  
Isabel Castillon Date  
Secretary

**REVISED EXHIBIT C**

**SCHEDULE OF PERFORMANCE**

<b>Submission of Agreement for Reformation of Disposition and Development Agreement.</b> Developer shall submit to the Agency a copy of the Agreement for Reformation of Disposition and Development Agreement duly executed by the Developer.	Before January 17, 2005
<b>Agency Approval of Agreement for Reformation of Disposition and Development Agreement.</b> Agency shall approve or disapprove the Agreement for Reformation of Disposition and Development Agreement.	Within 30 days after Developer's submission to the Agency of an executed Agreement for Reformation of Disposition and Development Agreement.
<b>Submission of Required Development Application.</b> Developer shall submit the Development Application to the City of Coachella.	Within 30 days of Agency approval of Agreement for Reformation of Disposition and Development Agreement.
<b>Developer and City Response.</b> Developer shall respond to all requests by the City for additional information and/or revisions to plans.	Developer will respond to any request within 14 days. City will respond to any submission within 14 days.
<b>Planning Commission Hearing on Preliminary Drawings.</b> The Planning Commission will consider the proposed Preliminary Drawings.	Within 60 days of a determination by the City Community Development Department of a complete application.
<b>Submission of Construction Drawings for Improvements.</b> Developer shall submit to the City complete Construction Drawings for the Improvements.	Within 120 days after Planning Commission approval of the proposed Preliminary Drawings.
<b>Public Works Review of Construction Drawings.</b> The City Public Works Department shall approve or disapprove the Construction Drawings for the Improvements.	Within 45 days after submittal

**Revisions of Construction Drawings by the Developer.** Developer shall prepare revised Construction Drawings for the improvements as necessary, and resubmit them to the Public Works Department for review.

Within 14 days after receipt of Public Works Department comments

**Final Review of Complete Construction Drawings.** The City Public Works Department shall approve or disapprove the revisions submitted by Developer for the Improvements, and the Developer shall be ready to obtain grading and building permits provided that the revisions necessary to accommodate the Department's comments have been made.

Within 30 days after submittal by the Developer.

**Commencement of Construction of First Phase Improvements.** Developer shall commence grading of the Site and construction of the First Phase Improvements.

Within 30 days after final approval of the City Public Works Department

**Completion of Construction of First Phase Improvements.** Developer shall complete construction of the First Phase Improvements.

Within 12 months following commencement of construction of the Improvements.

**Commencement of Construction of Second Phase Improvements.** Developer shall commence grading of the Site and construction of the Second Phase Improvements.

Within 30 days after final approval of the City Public Works Department

**Completion of Construction of Second Improvements**  
Developer shall complete construction of the Second Phase Improvements.

Within 3 years after issuance of the Certificate of Occupancy for the First Phase Improvements

**EXHIBIT C**  
**ORIGINAL GRANT DEED**

DOC # 2002-056045

01/31/2002 08:00A Fee:28.00  
Page 1 of 5 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder

Recording Requested by  
**CHICAGO TITLE COMPANY**

RECORDING REQUESTED BY

Coachella Redevelopment Agency

AND WHEN RECORDED RETURN TO:

George Kirkjan  
Tamara Kirkjan  
45645 Cielito Drive  
Indian Wells, Ca. 92210



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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TRA: 012-017

APNS: 763-131-024-3(Portion)  
763-131-023-2(Portion)

T  
JB

GRANT DEED

The undersigned Grantor Declares:

Exempt from Documentary Transfer Tax is \$102<sup>30</sup> pursuant to R & T Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COACHELLA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantor"), GRANTS TO: GEORGE KIRKJAN AND TAMARA KIRKJAN, husband and wife as joint tenants (collectively, "Grantee"), certain real property (the "Site") described in Exhibit A attached hereto and incorporated herein by this reference.

1. This Grant of the Site is subject to the Redevelopment Plan and pursuant to a Disposition and Development Agreement (the "Agreement") entered into by and between Grantor and Grantee dated July 24, 2001, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor, 1515 Sixth Street, Coachella, California 92236. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record.

2. The Grantee covenants by and for itself, its representatives, its successors and assigns and every successor in interest to the Site or any part thereof, that during construction of improvements and thereafter the Grantee shall not use or permit the use of the Site in violation

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of the Redevelopment Plan, as adopted by the City of Coachella by its Ordinance No. 470 on May 4, 1982. The Grantee further covenants and agrees for itself, and its successors and its assigns, that the Developer, such successors, and such assignees shall use the Site and every part thereof *only for only for the construction of the Improvements (as defined in the Agreement) thereon and* operation of the businesses for which the Improvements are designed. The Grantee further covenants and agrees that upon completion of the any Improvements described in the Agreement, the Grantee shall maintain the such Improvements (including landscaping) in good condition and repair.

3. By acceptance hereof, Grantee agrees, for themselves, jointly and severally, their successors and assigns, to refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Grantee themselves or any persons claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees in the Site. The foregoing covenants shall run with the land.

All deeds, leases or contracts entered into with respect to the Site shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, sex, marital status, age or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, age, national

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origin, sex, marital status or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the property described herein.

4. Grantee hereby grants the Agency a first right of refusal to purchase the Site from the Grantee prior to the Developer's sale of the Site to any third party (the "First Right of Refusal"). This First Right of Refusal shall be in favor of the Agency for a term of seventy-five (75) years from the date of recording of this Grant Deed. Provided, however, that the First Right of Refusal shall not arise should Grantee determine, based upon estate planning considerations to transfer the property to a revocable living trust or should Grantee transfer the property to Desert Valley Date, a California corporation.

5. All covenants contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

6. The covenants contained in Paragraph 2 of this Grant Deed shall remain in effect until the expiration date of the Redevelopment Plan (as amended or extended from time to time). The covenants contained in Paragraph 3 of this Grant Deed shall remain in effect in perpetuity.

COACHELLA REDEVELOPMENT AGENCY, a public body corporate and politic

By: [Signature]  
Chairperson

Attest:  
Isabel Castillo  
Secretary

Accepted and Agreed:

[Signature]  
George Kirkjan  
[Signature]  
Tamara Kirkjan

"Grantee"



2002-056045  
01/31/2002 08:00A  
3 of 5

State of California }  
County of Riverside }

On Jan. 23, 2002, before me, Linda Garza Garza a Notary Public, personally appeared Juan M. Delara and Isabel Castillon, Chairman and Secretary, of the Coachella Redev. Agcy., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ices), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda Garza Garza



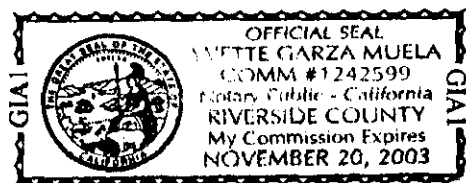
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State of California }  
County of Riverside }

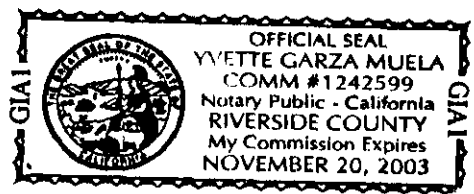
On 1-29, 2001, before me, Yvette Garza Muela a Notary Public, personally appeared Georg Kirkjan and Tamara Kirkjan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ices), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Yvette Garza Muela



(seal)



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01/31/2002 09:06A  
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## DESCRIPTION EXHIBIT "A"

THOSE PORTIONS OF PARCELS 21 AND 22 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN PARCEL MAP BOOK 165, PAGES 37 THROUGH 39 INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE, LOCATED IN SECTION 9, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 22;  
THENCE NORTH 00° 05' 44" WEST ALONG THE WEST LINE OF PARCEL 22, A DISTANCE OF 563.24 FEET;  
THENCE NORTH 89° 54' 50" EAST, A DISTANCE OF 329.15 FEET TO THE EAST LINE OF SAID PARCEL 21;  
THENCE SOUTH 00° 02' 30" EAST ALONG SAID EAST LINE, A DISTANCE OF 563.24 FEET TO THE SOUTHEAST CORNER OF PARCEL 21;  
THENCE SOUTH 89° 54' 51" WEST ALONG THE SOUTH LINES OF PARCELS 21 AND 22, A DISTANCE OF 328.62 FEET TO THE POINT OF BEGINNING.



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01/31/2002 09:00A  
5 of 5

**EXHIBIT D**

**GRANT DEED NO. 2020-0334597**

**FIDELITY NATIONAL TITLE COMPANY**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
THIS GRANT DEED AND ALL  
TAX STATEMENTS TO:

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: TERESA #134

DTT APPROVED #535

DVD Farming LLC  
c/o 11812 San Vicente Boulevard, Suite 510  
Los Angeles, California 90040  
Attention: Mr. David Kohl

30047123-72

(Above Space for Recorder's Use Only)

**GRANT DEED**

TRA # 058-017

THE UNDERSIGNED GRANTOR DECLARES:

Documentary transfer tax is \$ 29,700.

- computed on full value of property conveyed, or
- computed on full value, less value of liens and encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Kirkjan Investment Properties, L.P., a California limited partnership ("**Grantor**"), hereby GRANTS to DVD Farming LLC, a California limited liability company ("**Grantee**"), the following described real property (the "**Property**") located in the County of Riverside, State of California:

SEE SCHEDULE "1" ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE,

Together with (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances thereto and owned by Grantor, including, without limitation, all development rights, all minerals, oil, gas, and other hydrocarbon substances on or under the Property or any portion thereof, and air, access, utility and solar rights, water, water rights and water stock, if any, that pertaining or relating to the Property or any portion thereof, and (ii) all buildings, structures, or other improvements located on the Property and associated parking areas, and all trees and plants located or growing on the Property or any portion thereof.

SUBJECT TO:

1. General and special real property taxes and assessments, a lien not yet due and payable;
2. All other covenants, conditions, restrictions, easements, reservations, dedications, rights and rights-of-way of record; and

3. All (a) matters reasonably discoverable or ascertainable by inspection or an accurate ALTA survey of the Property, (b) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property, and (c) any other matters created, permitted or approved by Grantee.

7-22-20 *[Signature]*

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 22 day of July, 2020.

KIRKJAN INVESTMENT PROPERTIES, L.P.

By: *[Signature]*  
Print Name: GEORGE KIRKJAN  
Print Title: Pres  
AKA George Harny Kirkjan

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )

On July 22, 2020, before me, Reina L. Sandoval,  
(insert name of notary)

Notary Public, personally appeared George Harry Kerkyan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same  
in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Reina Sandoval*

(Seal)





**SCHEDULE 1****LEGAL DESCRIPTIONS****Cansino Ranch**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 749-030-053)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE EASTERLY 30 FEET AND THE SOUTHERLY 15 FEET OF SAID LAND.

ALSO EXCEPTING THOSE PORTIONS CONVEYED TO COACHELLA VALLEY WATER DISTRICT BY GRANT DEED RECORDED DECEMBER 23, 2009 AS INSTRUMENT NO. 2009-658980 OF OFFICIAL RECORDS.

PARCEL 1A: (EASEMENT)

A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR IRRIGATION AND INCIDENTAL PURPOSES AS SET FORTH IN THE DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED DECEMBER 23, 2009 AS INSTRUMENT NO. 2009-0658981 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 749-040-009)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE EASTERLY 30 FEET AND THE NORTHERLY 15 FEET OF SAID LAND.

APN: 749-030-053-3, 749-040-009-5

**Kristen Ranch**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THERMAL, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 3 IN SECTION 16, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, OF COACHELLA VALLEY LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 5 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED DATED APRIL 1, 1902 AND RECORDED NOVEMBER 14, 1906 IN BOOK 233, PAGE 220 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

APN: 763-260-002

PARCEL B:

LOT 6 OF COACHELLA VALLEY LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE EASTERLY 5 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 14, 1906 IN BOOK 233, PAGE 220 OF DEEDS, RIVERSIDE COUNTY RECORDS.

APN: 763-270-006

**Narbonne Ranch**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THERMAL, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL A:

PARCEL NO. 2 OF PARCEL MAP 5025, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 15 FEET OF PARCEL 1 OF PARCEL MAP 5025, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 33 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

PARCEL 3 OF PARCEL MAP 5025, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE(S) 33 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 751-090-011-8, 751-090-012-9

**Oasis School**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA (THERMAL AREA) IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN;

EXCEPTING THEREFROM THOSE PORTIONS OF THE SOUTH AND WEST SIDES USED FOR PUBLIC HIGHWAYS.

APN: 755-142-011-6

**Polk Ranch**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THERMAL, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, STATE OF CALIFORNIA, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE WEST AND SOUTH 30 FEET.

APN: 757-270-003-9

**Rancho David**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THERMAL, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 755-141-003-6

**EXHIBIT E**

**GRANT DEED NO. 2020-0335834**

**FIDELITY NATIONAL TITLE COMPANY**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
THIS GRANT DEED AND ALL  
TAX STATEMENTS TO:

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARIA #309

DVD Facility LLC  
c/o 11812 San Vicente Boulevard, Suite 510  
Los Angeles, California 90049  
Attention: Mr. David Kohl

DTT APPROVED #535

*30047121-72*

(Above Space for Recorder's Use Only)

**GRANT DEED**

*TRA# 012-017*

THE UNDERSIGNED GRANTOR DECLARES:

Documentary transfer tax is \$ *11,000.00*

- computed on full value of property conveyed, or
- computed on full value, less value of liens and encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Kirkjan Investment Properties, L.P., a California limited partnership ("**Grantor**"), hereby GRANTS to DVD Facility LLC, a California limited liability company ("**Grantee**"), the following described real property (the "**Property**") located in the County of Riverside, State of California:

SEE SCHEDULE "1" ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE,

Together with (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances thereto and owned by Grantor, including, without limitation, all development rights, all minerals, oil, gas, and other hydrocarbon substances on or under the Property or any portion thereof, and air, access, utility and solar rights, water, water rights and water stock, if any, that pertaining or relating to the Property or any portion thereof, and (ii) all buildings, structures, or other improvements located on the Property and associated parking areas, and all trees and plants located or growing on the Property or any portion thereof.

SUBJECT TO:

1. General and special real property taxes and assessments, a lien not yet due and payable;
2. All other covenants, conditions, restrictions, easements, reservations, dedications, rights and rights-of-way of record; and


Item 30.

3. All (a) matters reasonably discoverable or ascertainable by inspection or an accurate ALTA survey of the Property, (b) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property, and (c) any other matters created, permitted or approved by Grantee.

The Grantee herein covenants (i) by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, age or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees in the land herein conveyed, and (y) with respect to the construction and maintenance of all improvements on the Property and the operation of all businesses from the Property, Grantee and all of its transferees, lessees, and contractors, and their successors and assigns, shall give a first priority preference in hiring to residents in redevelopment project areas in the City of Coachella, and a second priority preference in hiring to the residents of the City of Coachella who do not live in redevelopment project areas, in situations in which prospective employees are otherwise equally qualified. The foregoing covenants shall run with the land.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 22 day of July, 2020.

KIRKJAN INVESTMENT PROPERTIES, L.P.

By:   
Print Name: GEORGE KIRKJAN  
Print Title: Pres.  
AKA George Harry Kirkjan

Item 30.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )

On July 22, 2020, before me, Reina L. Sandoval,  
(insert name of notary)

Notary Public, personally appeared George Harry Kurkjan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(is)~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same  
in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Reina Sandoval

(Seal)

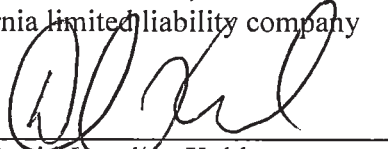


SIGNATURE PAGE  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

Escrow File No. \_\_\_\_\_

Dated: July 17 2020

**DVD FACILITY LLC,**  
a California limited liability company

By:   
Name: David Jonathon Kohl  
Title: Authorized Signatory



**SCHEDULE 1****LEGAL DESCRIPTIONS**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COACHELLA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

PARCEL 2 OF PARCEL MAP 23812, AS SHOWN ON MAP ON FILE IN BOOK 155, PAGES 22 AND 23 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL B:**

PARCELS 21 AND 22 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 165, PAGES 37 THROUGH 39, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER AS A SINGLE PARCEL AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 22; THENCE,

NORTH 89°54'50" EAST ALONG THE NORTH LINES OF SAID PARCELS 21 AND 22, A DISTANCE OF 329.23 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 21; THENCE,

SOUTH 00°02'30" EAST ALONG THE EAST LINE OF SAID PARCEL 21, A DISTANCE OF 649.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 21; THENCE,

SOUTH 89°54'51" WEST ALONG THE SOUTH LINES OF SAID PARCELS 21 AND 22, A DISTANCE OF 328.62 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 22; THENCE,

NORTH 00°05'44" WEST ALONG THE WEST LINE OF SAID PARCEL 22, A DISTANCE OF 649.97 FEET TO SAID POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 22.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF PARCEL MERGER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED SEPTEMBER 5, 2019 AS INSTRUMENT NO. 2019-0345508 OF OFFICIAL RECORDS.

**PARCEL C:**

PARCEL 20 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 165, PAGES 37 THROUGH 39 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 15, 1997 AS INSTRUMENT NO. 97-458396 OF OFFICIAL RECORDS.

APN: 763-131-028, 763-131-051, 763-131-052 AND 763-131-022

PRELIMINARY REPORT  
Your Reference:

Fidelity National Title Company  
Order No.: 997-30047121-B-TC1

## EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COACHELLA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### PARCEL A:

PARCEL 2 OF PARCEL MAP 23812, AS SHOWN ON MAP ON FILE IN BOOK 155, PAGES 22 AND 23 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

### PARCEL B:

PARCELS 21 AND 22 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 165, PAGES 37 THROUGH 39, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER AS A SINGLE PARCEL AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 22; THENCE,

NORTH 89°54'50" EAST ALONG THE NORTH LINES OF SAID PARCELS 21 AND 22, A DISTANCE OF 329.23 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 21; THENCE,

SOUTH 00°02'30" EAST ALONG THE EAST LINE OF SAID PARCEL 21, A DISTANCE OF 649.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 21; THENCE,

SOUTH 89°54'51" WEST ALONG THE SOUTH LINES OF SAID PARCELS 21 AND 22, A DISTANCE OF 328.62 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 22; THENCE,

NORTH 00°05'44" WEST ALONG THE WEST LINE OF SAID PARCEL 22, A DISTANCE OF 649.97 FEET TO SAID POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 22.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF PARCEL MERGER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED SEPTEMBER 5, 2019 AS INSTRUMENT NO. 2019-0345508 OF OFFICIAL RECORDS.

### PARCEL C:

PARCEL 20 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 165, PAGES 37 THROUGH 39 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 15, 1997 AS INSTRUMENT NO. 97-458396 OF OFFICIAL RECORDS.

APN: 763-131-028, 763-131-051, 763-131-052 AND 763-131-022

**EXHIBIT F**  
**CONSENT TO TRANSFER CERTIFICATE**

**CONSENT TO TRANSFER CERTIFICATE**

This Consent to Transfer Certificate (this “**Certificate**”) is executed and delivered by the Successor Agency to the Coachella Redevelopment Agency (the “**Agency**”), with reference to the following:

A. The COACHELLA REDEVELOPMENT AGENCY, a public body corporate and politic (the “**Former Agency**”), and GEORGE KIRKJAN and TAMARA KIRKJAN, husband and wife, as joint tenants (collectively, the “**Developer**”), entered into that certain Disposition and Development Agreement dated as of July 24, 2001 (the “**Original Agreement**”) (incorrectly referred to in the Restrictive Covenant (as defined below) as dated March 28, 2001), as amended by that certain Agreement and Reformation of Disposition and Development Agreement dated as of January 17, 2005 (the “**Reformation Agreement**”). The Original Agreement, as amended by the Reformation Agreement, is the “**DDA**”. Among other things, the DDA contemplated the construction by Developer of industrial buildings on the real property described therein as the Site (the “**Site**”), which Site is more particularly described on Exhibit A. A true and complete copy of the DDA is attached as Exhibit B.

B. Pursuant to the DDA, the Former Agency transferred the Site to the Developer via that certain Grant Deed recorded on January 31, 2002 in the Official Records of Riverside County as Document No. 2002-056045 (the “**Grant Deed**”). A true and complete copy of the Grant Deed is attached as Exhibit C.

C. Section 4 of the Grant Deed granted to the Former Agency a right of first refusal to purchase the Site from the Developer prior to the Developer’s sale of the Site to any third party (the “**Right of First Refusal**”).

D. Pursuant to the DDA, the Former Agency and Developer entered into that certain Restrictive Covenant and Option, recorded in the Official Records of Riverside County as Document No. 2002-056046 (the “**Restrictive Covenant**”). A true and complete copy of the Restrictive Covenant is attached as Exhibit D.

E. Section 6 of the Restrictive Covenant granted to the Former Agency an option to purchase the Site (the “**Purchase Option**”), which Purchase Option could be exercised if Developer failed to complete construction of the first phase of certain improvements at the Site as contemplated by Section 3.13 of the DDA (the “**First Phase Improvements**”). The Restrictive Covenant further provides that the Purchase Option would terminate upon the issuance of a Certificate of Completion by the Former Agency with respect to the First Phase Improvements, or, if the Former Agency does not provide notice of the exercise of the Purchase Option, on the date that is ten (10) years after the date of the recordation of the Restrictive Covenant (i.e., January 23, 2012).

F. Pursuant to Section 3.13 of the DDA and Section 6 of the Restrictive Covenant, the Former Agency furnished to Developer a Certificate of Completion, dated as of November 13, 2008, certifying that the construction of the First Phase Improvements was satisfactorily performed and completed (the “**Certificate of Completion**”). A true and complete copy of the Certificate of

Completion is attached as Exhibit E.

G. For estate planning purposes, the Developer quitclaimed the Site to KIRKJAN INVESTMENT PROPERTIES, L.P., a California limited partnership that is controlled by Developer (the “**Kirkjan Owner**”), via that certain Quitclaim Deed, recorded as of May 10, 2012 in the Official Records of Riverside County as Document No. 2012-0216360. A true and complete copy of such Quitclaim Deed is attached as Exhibit F.

H. The Kirkjan Owner now desires to sell the Site to DVD Facility LLC, a California limited liability company that is wholly owned as of the date hereof by JOOLIES LLC, a Delaware limited liability company (the “**Buyer**”), for a purchase price of [Ten Million Dollars (\$10,000,000.00)] (the “**Sale**”), which Sale will be financed, in part, by mortgage loans (collectively, the “**AgCredit Loan**”, and together with the Sale, the “**Transaction**”) to be made to Buyer by American AgCredit FLCA, a corporation existing and operating under the Farm Credit Act of 1971, and American AgCredit PCA, a corporation existing and operating under the Farm Credit Act of 1971 (collectively, “**AgCredit**”) concurrently with Buyer’s purchase of the Site From Kirkjan Owner.

I. The Agency is the successor to the Former Agency.

J. The Agency has no intent to exercise its Right of First Refusal with respect to or in connection with the Transaction. Accordingly, the Agency desires to execute and deliver this Certificate for the purpose of consenting to the Transaction and to evidence its decision not to exercise the Right of First Refusal with respect to or in connection with the Transaction, all as set forth below.

NOW THEREFORE, the Agency hereby certifies, acknowledges and agrees to the following:

1. The Agency hereby consents to the Transaction, and agrees that it does not and will not exercise its Right of First Refusal with respect to or in connection with the Transaction. For the avoidance of doubt, the Right of First Refusal would not apply with respect to a foreclosure sale or deed-in-lieu thereof by AgCredit in connection with the AgCredit Loan. In the event that AgCredit takes title to the Site via a foreclosure sale or deed-in-lieu thereof, the Right of First Refusal would apply to a subsequent sale of the Site by AgCredit.

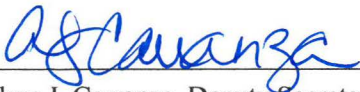
2. This certificate is given to and for the benefit of the Developer, the Kirkjan Owner and the Buyer, and may be relied on by the Developer, the Kirkjan Owner, the Buyer, and the Buyer’s lenders, and each of their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

Executed and delivered as of the date first set forth above.

**SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY**

By:   
Steven Hernandez, Chair

By:   
Andrea J. Carranza, Deputy Secretary