

BOARD OF SUPERVISORS

AGENDA

Meetings are located at:
Yuba County Government Center
Board Chambers, 915 Eighth Street
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

JANUARY 26, 2016

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Fletcher
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 1. [\(013-0116\) Approve amendment No. 1 to memorandum of understanding with Yuba County Water Agency extending through December 31, 2016 regarding Radio Tower and Communications Room construction and authorize Chair to execute.](#)
 - B. Board of Supervisors
 1. [\(014-0116\) Approve Board Standing Committee appointments for calendar year 2016.](#)
 2. [\(015-0116\) Approve amendment to employment agreement with County Administrator Robert Bendorf effective January 1, 2016 and authorize Chair to execute.](#)
 3. [\(031-0116\) Approve findings of fact and conclusion of law and order for property located at 10440 Texas Hill Road, Dobbins, APN 048-160-042/Jed Kenniston, and authorize Chair to execute.](#)
 - C. Clerk of the Board of Supervisors
 1. [\(016-0116\) Appoint Christopher S. Parent to Area 4 Agency on Aging Governing Board as At-Large Representative to a term to end December 31, 2017.](#)
 2. [\(017-0116\) Appoint Mr. Norbert Kominsky to the Yuba County Assessment Appeals Board No. 2 as a Representative to fill the remainder of term scheduled to expire September 5, 2016.](#)
 3. [\(018-0116\) Approve meeting minutes from January 12, 2016.](#)
 - D. Community Development and Services
 1. [\(019-0116\) Accept Loma Rica Road Shoulder Widening project as complete and authorize Public Works Director to sign and record notice of completion.](#)

2. [\(020-0116\) Adopt resolution authorizing Director of Environmental Health to apply and enter into agreement with Department of Resources Recycling and Recovery \(CalRecycle\) grant for Waste Tire Enforcement program for Fiscal Years 2016/2017 through 2021/2022.](#)

E. Health and Human Services

1. [\(021-0116\) Adopt resolution authorizing grant application for California Maternal Child and Adolescent Public Health for period of July 1, 2016 through June 30, 2019 and authorizing Chair to execute necessary documents related to application, acceptance, and funding. \(Human Services Committee recommends approval\).](#)
2. [\(022-0116\) Approve memorandum of understanding for reciprocal Health Officer coverage between Yuba and Sutter Counties and authorize Chair to execute.](#)
3. [\(023-0116\) Approve rental contract with Extra Self Storage for the rental of a 10 x 10 storage space at \\$65.00 per month and authorize Chair to execute.](#)

F. Human Resources

1. [\(024-0116\) Adopt resolution amending the Basic Salary Schedule related to County Administrator effective January 1, 2016.](#)

G. Information Technology

1. [\(025-0116\) Approve renewal enrollment agreement with Microsoft State and Local Government Enterprise and authorize Chair to execute agreement and any additional supporting documents that may be required.](#)

IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

V. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. [\(026-0116\) Three notices from California State Fish and Game Commission regarding regulatory action relating to mammal, tricolored blackbirds, and Klamath River fishing.](#)
- B. [\(027-0116\) Notice from California Water Resources Control Board regarding petitions for transfer of 76,069 acre feet of water under a license and various permits of the United States Bureau of Reclamation.](#)
- C. [\(028-0116\) Two notices from Pacific Gas and Electric Company regarding Camp Far West Transmission Line Project.](#)
- D. [\(029-0116\) Audit Report for Linda County Water District for Fiscal Year ending June 30, 2015.](#)
- E. [\(030-0116\) Letter from Office of the Governor enclosing a proclamation calling the Presidential Primary Election on Tuesday, June 7, 2016.](#)

VI. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

VII. **CLOSED SESSION**

- A. Personnel pursuant to Government Code 54957(b)(1) Public Employee Discipline/Dismissal/Release

VIII. **ADJOURN**

1/29/2016 9:00 A.M. Tri-County Juvenile Rehabilitation Facility Oversight Committee

Yuba County Government Center, Wheatland Room

915 8th Street

Marysville, CA 95901

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors.



013-0116

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services *DM*
Date: January 26, 2016
Re: Memorandum of Understanding between Yuba County and the Yuba County Water Agency
for Radio Tower and Communications Room Construction

Recommendation

The Board approved the attached Amendment #1 to the Memorandum of Understanding between the County of Yuba and the Yuba County Water Agency, and authorize Chair to execute same.

Background

The Board approved the attached Memorandum of Understanding relating to construction of the Sheriff radio tower and supporting infrastructure on July 22, 2014.

Discussion

The County of Yuba and the Yuba County Water Agency would like to extend this agreement for an additional 12 months to accommodate construction and activation of the tower.

Committee Action

Committee bypassed due to the routine nature of this request.

Financial Impact

No fiscal impact.

MEMORANDUM OF UNDERSTANDING

Between

County Of Yuba

And

Yuba County Water Agency

This Memorandum of Understanding (MOU) is hereby made and entered into this 22 day of July 2014 by and between the County of Yuba ("County"), Marysville, CA, and the Yuba County Water Agency ("YCWA"), of Marysville, CA.

RECITALS

WHEREAS, YCWA has a need for improved communications between its offices in the Marysville area and its business units located in the foothills of the County; and,

WHEREAS, the County plans to construct a radio tower and related improvements in conjunction with the development of the new Sheriff Office facility at 720 Yuba Street in Marysville; and,

WHEREAS, there is mutual benefit to both the County and the YCWA resulting from sharing in the development, design, construction and installation of the tower and the related costs; and,

WHEREAS, YCWA desires space on the tower for its communication equipment and a related separate, secure YCWA-only room in the adjacent County building for YCWA office/workspace and computer, communications and IT systems and equipment (the "YCWA Room"); and,

WHEREAS, additional design work will be necessary to update the already-designed sheriff facility in order to create the addition of a dedicated but separate YCWA Room which will be required by YCWA; and,

WHEREAS, the design will need to incorporate and provide adequate security to YCWA's radio & microwave equipment and computer systems; and,

WHEREAS, this MOU is authorized by the provisions of Title I, Division 7, Chapter 5, of the Government Code of the State of California which authorizes the joint exercise by agreement of two public agencies of any power common to them.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. TERM.** This MOU shall apply to the period of June 1, 2014 through December 31, 2015 (except that section 5.5 will remain in effect until reimbursement plus interest is paid in full). The term may be extended by mutual written agreement of both parties.
- 2. DESIGNATED REPRESENTATIVE.** The Director of Administrative Services of Yuba County is the authorized representative of the COUNTY. The General Manager of the Yuba County Water Agency, or his designee, is the authorized representative of YCWA. Changes in designated representatives shall occur only by advance written notice to the other party.

3. **PURPOSE.** The purpose of this MOU is to outline responsibilities and actions required by YCWA and COUNTY as it relates to the COUNTY developing, designing, constructing and installing the tower, YCWA Room and other improvements to support both entities.
4. **SCOPE OF SERVICES.** The two parties to this MOU mutually agree:
 - 4.1. The County will establish a tower construction project team to meet with and advise the County staff and design professionals concerning the design and construction of the tower project. The County will include one or more YCWA project team member(s) (to be determined by YCWA) as part of the tower construction project team.
 - 4.2. The County will take the lead on specifying, coordinating, designing, permitting, licensing, constructing and installing the base tower to be located at 720 Yuba St in Marysville, YCWA Room and related improvements. The plans for the County building adjacent to the tower will be redesigned to incorporate the YCWA Room and related improvements. The tower design will include adequate space, determined in consultation with YCWA, for the installation of YCWA antennas and other and related communications equipment.
 - 4.3. The base tower is expected to be installed by late September / early October; leaving the remainder of the calendar year for each party to purchase and install its antenna and other and related communications equipment on the tower.
 - 4.4. Both parties agree to work together to define their individual needs and to mutually agree on the space or location of each antennas / dishes to be hung on the tower.
 - 4.5. YCWA will be responsible for determining and specifying its needs for antennas on the tower and its needs for the YCWA Room and communicating those needs and requirements to the County for the County to incorporate in the building redesign and tower design and implementation.
 - 4.6. Each party will be responsible for specifying, planning, purchasing and installing its own antennas and other and related communications equipment once the tower is erected. Both parties agree to withhold installation until both parties have mutually agreed on antenna placement.
 - 4.7. Included in the adjacent County building design shall be the YCWA Room, a computer room for County, and a pathway of enclosed ductwork to house all antenna cables for their routing into each of the two computer rooms so as to preclude the need for 'plenum rated cables.'
 - 4.8. Yuba County Administrative Services will coordinate as many design meetings as required between YCWA and the County's architect of record on the Sheriff building project to define the needs and design / develop a revised floor plan that includes the YCWA Room in the new Sheriff facility located adjacent to the existing County computer room that will meet YCWA's requirements. This plan shall be inclusive of all YCWA needs including power, HVAC, proper grounding, power back up (UPS), and any related issues.
 - 4.8.1. The County agrees to partner with YCWA and allow the YCWA Room to be connected to the County emergency generator power ('e-power').
 - 4.8.2. The County further agrees to work collaboratively with YCWA to determine the best option of redundant cooling capabilities; i.e., will YCWA install its own secondary cooling or could a redundant unit be installed that supports both computer rooms. Following the building redesign and tower design and the parties' approval of the

redesign and design plans, County will construct and install the tower, YCWA Room, related cabling* and other related improvements in accordance with the approved plans.

4.8.2.1. *YCWA will be responsible for installation of its dedicated antennas and related cabling and connections.

- 4.9. The County will incorporate the YCWA space on the tower, YCWA Room and related cabling and improvements into its construction plans and planning process, solicitations for construction and actual construction / tenant improvement of the building and tower.
- 4.10. YCWA will be responsible for selecting, purchasing, installing and operating its own systems and equipment to be located in the YCWA Room.
- 4.11. Following completion of tower construction, the parties plan to enter into a separate agreement concerning the shared use, rents, facility access, and operation and maintenance of the tower and related improvements.

5. COST COMPUTATION. The COUNTY and YCWA agree to share the costs of designing, constructing and installing the tower, YCWA Room and related improvements pursuant to the following cost allocations:

- 5.1. The County initially will bear the full costs of developing, designing, permitting, licensing, constructing and installing the tower, YCWA Room, related cabling and other related improvements. County will keep and maintain accurate bookkeeping records relating to these capital costs and expenditures. YCWA and its employees, accountants, attorneys and agents may review, inspect, copy and audit these records, including all source documents. County will segregate its costs to design and construct the YCWA Room, County computer room, and County antennas, dish and communications equipment. YCWA will reimburse County's final, actual, direct, commercially reasonable, and substantiated costs (without markup) as provided below.
- 5.2. YCWA agrees to reimburse to the County 30% of the actual total capital costs described in section 5.1, but excluding costs to design and construct the YCWA Room and any costs for County-specific antennas, dishes or other communications, computer or IT systems and equipment. The 30% cost share is based on the anticipated number of antennas to be mounted, space occupied by those antennas, and the weight of the antennas as a percent of the total; total project costs are estimated to be between \$150K and \$160K; 30% of this estimated cost would be approximately \$45K to \$48K.
- 5.3. YCWA agrees to reimburse to the County all of the related building redesign costs to change the existing plans to accommodate and create the YCWA Room (estimated to be \$40,000 to \$50,000) and the costs to construct the YCWA Room portion of the County building and related cabling to the room (estimated to be \$150,000 to \$200,000).
- 5.4. These estimated costs will continue to be monitored, and shared with the project committee as plans and project progress. No substantive change will be authorized without approval from both parties as an amendment to this agreement.
- 5.5. Upon completion of construction of the tower, YCWA Room and related improvements, County will calculate and prepare a final accounting of its section 5.1 costs and a statement of the YCWA reimbursement due under sections 5.2 and 5.3. YCWA will pay the reimbursement amount to County after receipt of the final accounting and statement prepared in accordance with these provisions. YCWA will repay its share of the costs as soon as reasonably practical but no

later than December 31, 2018. Interest shall be charged at a rate of 4% per year commencing from the date of YCWA's receipt of the statement requesting reimbursement.

- 5.6. County will be solely responsible for the costs to design and construct the County building adjacent to the tower (with the exception of the costs to be paid by YCWA under section 5.3) and the costs to purchase and install the County-specific antennas, dishes and other communications, computer or IT systems and equipment.
6. **Assignment Prohibited.** No party to this MOU may assign or transfer any right or obligation pursuant to this MOU. Any attempted or purported assignment or transfer of any right or obligation pursuant to this MOU shall be void and if no effect.
7. **Termination.** This MOU may be terminated at any time by mutual written agreement of both parties.
8. **Entire Agreement.** This MOU represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may only be modified by a written amendment duly executed by the parties.
9. **Interpretation.** Each party has reviewed this MOU and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This MOU shall be construed as if all parties had jointly drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this MOU.
10. **Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows

COUNTY: County of Yuba
Attn: Director of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to: County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

YCWA: Yuba County Water Agency
Attn: General Manager
1220 F Street
Marysville, CA 95901

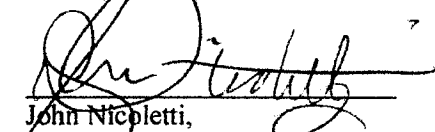
11. **Indemnification – Hold Harmless.** Each party shall indemnify, defend, protect, and hold the other party harmless, and their respective directors, officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert

witness and consultant fees, and litigation costs) of every nature arising out of or in connection with the party's negligent performance under this Agreement, breach of or failure to perform under this Agreement, or misconduct relating to this Agreement. Obligations under this section shall survive the termination of the MOU.

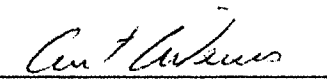
12. This MOU shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on this day entered above.

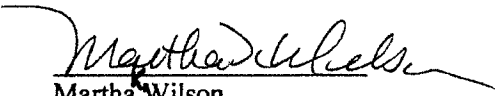
"COUNTY"
County of Yuba


John Nicoletti,
Chairman, Board of Supervisors

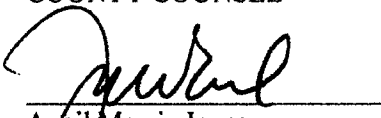
"YCWA"
Yuba County Water Agency


Curt Aikens
General Manager

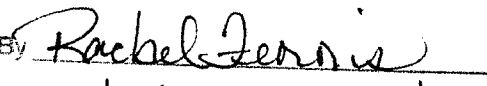
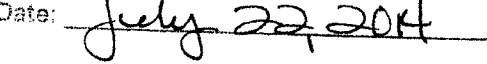
INSURANCE PROVISIONS
APPROVED


Martha Wilson,
Risk Manager

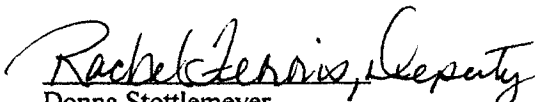
APPROVED AS TO FORM:
COUNTY COUNSEL


Angil Morris-Jones,
County Counsel

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By 
Date: 

Attest:


Donna Stottlemeyer
Clerk of the Board of Supervisors

MEMORANDUM OF UNDERSTANDING

**Between
County of Yuba
And
Yuba County Water Agency**

AMENDMENT # 1

This is the first amendment to the agreement, dated July 22, 2014 between the County of Yuba (County) and the Yuba County Water Agency (YCWA) for the design and construction of a tower and equipment room at 720 Yuba Street, Marysville, CA.

The following changes have been made to Section 1: TERM:

- (1) Term. Extend the agreement term from June 1, 2014 through December 31, 2015 to June 1, 2014 through December 31, 2016.

All other terms and conditions remain unchanged.


In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on

_____ 2016.


"COUNTY"
County of Yuba

Chair, Board of Supervisors

"YCWA"
Yuba County Water Agency


Curt Aikens
General Manager

INSURANCE PROVISIONS
APPROVED


Jill Abel,
Risk Manager

APPROVED AS TO FORM:


For Angil Morris-Jones,
County Counsel

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(014-0116) Appro... - 1 of 4

<p><u>AGENDA SETTING</u></p> <p>Rep: Chair</p> <p>Alt: <i>Vice Chair</i></p> <hr/> <p>Chair and Vice-chair as Alternate. Meets weekly on Tuesday. Time varies</p> <p style="text-align: right;">○</p>	<p><u>AREA 4 AGENCY ON AGING-GOVERNING</u></p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets 2nd Friday of each month at 10 a.m. at different locations within seven counties. Phone: (916) 486-1876 (Tai) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing ○</p>	<p><u>ARTS COUNCIL Board of Directors</u></p> <p>Rep: Mary Jane Griego</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets last Monday of each month, except in Dec., at 6:30 p.m. at 624 "E" Street, Marysville. Telephone: 742-2787 1 Rep/1 Alt</p> <p style="text-align: right;">○</p>
<p><u>BEALE ENHANCEMENT TEAM</u></p> <p>Rep: Andy Vasquez</p> <p>Rep: Roger Abe</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 1st Tuesday of every other month beginning April at noon. Exec. Comm. meets 3rd Friday of every other month beginning in Jan. at 10 a.m. includes Executive Comm. meeting. Brenda Stranix Contact 751-8555. Also includes Beale Military Liaison Committee (Janice Nall) and Association of Defense BealeAFB: 634-8890</p> <p style="text-align: right;">○</p>	<p><u>BI-CO. SOLID WASTE IND. HRG.</u></p> <p>Rep: John Nicoletti</p> <hr/> <p>Meets as needed. Only 1 Rep. Contact Environmental Health, 749-5450 1 Rep</p> <p style="text-align: right;">○</p>	<p><u>BI-COUNTY TRANSPORTATION</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Meets as needed. Contact: Mike Lee, 749-5420 1 Rep/1 Alt</p> <p style="text-align: right;">○</p>
<p><u>CA STATE ASSN. of COUNTIES</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Meets 2/18, 5/19, and 9/1, at 10 a.m. in Sac. 11/29-30 - 12/1-2 Annual Conference in Palm Springs. Rep/Alt appointed in October. Telephone: (916) 327-7500 (Sue/Agenda) 1 Rep/1 Alt</p> <p style="text-align: right;">○</p>	<p><u>CHAMBER of COMMERCE</u></p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Govt. Affairs Committee - Meets 1st Tuesday at 7:30 a.m. of each month at Sutter Medical Foundation Board room; 969 Plumas St. Yuba City. Telephone: Rikki Shaffer 743-6501 1 Rep/1 Alt</p> <p style="text-align: right;">○</p>	<p><u>CMSP/Co. Medical Services Program</u></p> <p style="text-align: center;">Group 2 Region/Elected Mark Lovelace/Humboldt <i>Term Ends 12/31/2016</i></p> <hr/> <p>Yuba is a member County. Representatives are elected by the 34 member county. Meets 4th Thurs of each month except Nov and Dec at 1451 River Park Drive, Suite 213 Sacramento, CA 95815 (916) 649-2631 (Lee Kemper Exec. Dir.) Mark - 707-476-2393</p> <p style="text-align: right;">Form 700 Filing ○</p>
<p><u>EMERGENCY MEDICAL CARE</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets 3rd Wednesday at 8:30 a.m. of each month at 1700 Poole Blvd., Yuba City. Telephone: 674-2780 (Ron Welch) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing ○</p>	<p><u>FEATHER RIVER AIR QUALITY MGMT</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Meets 1st Monday at 4 p.m. every other month beginning February 1, at Government Center Conference Room 1. Stipend of \$100 per meeting including committee meetings. 2 Rep/1 Alt for 2012 Telephone: 634-7659 ext. 204 (LuAnn) ext. 203 Chris Brown</p> <p style="text-align: right;">Form 700 Filing ○</p>	<p><u>FINANCE & ADMINISTRATION</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Roger Abe</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Auditor/Controller, Assessor, CAO, Clerk of the Board, Clerk/Recorder, Counsel, Human Resources, Treasurer/Tax Collector,</p> <p style="text-align: right;">○</p>

<p><u>FIRST 5 YUBA COMMISSION</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets every month on the 4th Thursday beginning Jan. (except Nov. and Dec the 3rd Thursday) at 3:30 p.m. at One Stop Business Center, 1114 Yuba St. Marysville, Includes Healthy Kids Healthy Future Governing Board Telephone: 749-4877 (Claudia) 1 Rep/1 Alt - Form 700 Filing</p>	<p><u>GREATER SAC AREA ECONOMIC COUNCIL</u></p> <p>Rep. Chair</p> <p>Alt. <i>Vice Chair</i></p> <hr/> <p>Undetermined Schedule/ Next Meeting 2/2/16 7:30 a.m. at Hyatt Regency</p> <p>Contact Barry Browne, CEO & President 916 441-2144 400 Capital Mall, Suite 2500 Sacramento 916 441-2144 </p>	<p><u>HUMAN SERVICES</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Health & Human Services, Housing & Comm. Services, Library, Bi-County Mental Health. * Committee member serves on Library Advisory Commission </p>
<p><u>LAFCO/LOCAL AGENCY FORMATION CO</u></p> <p>Rep: Mary Jane Griego-Term 2017</p> <p>Rep: Roger Abe- 2015-19 Term</p> <p>Alt: <i>Andy Vasquez-Term 2017</i></p> <hr/> <p>Meets 1st Wednesday at 6 p.m. in the Board Chambers as needed. Terms end 1st Mond in May Telephone: 749-5467 (Paige) Form 700 Filing</p>	<p><u>LAND USE & PUBLIC WORKS</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Roger Abe</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Planning, Building Services, Community Services, Public Works </p>	<p><u>LAW & JUSTICE</u></p> <p>Rep: John Nicoletti</p> <p>Rep: Roger Abe</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Child Support Services, DA, Probation, Sheriff/Coroner </p>
<p><u>LINDA LIAISON</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 2nd Wednesday at 5 p.m. of even numbered months (Feb., April,...) when needed. Location announced.</p> <p>Telephone: 749-7510 (Donna) 1 Rep/1 Alt </p>	<p><u>MARYSVILLE CITY/COUNTY LIAISON</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Mary Jane Griego</i></p> <hr/> <p>Meets as needed on 1st Thursday at 4:30 p.m. of each month at Marysville City Hall.</p> <p>Telephone: 749-7510 (Donna) Billie F. 749-3901 (City) 1 Rep/1 Alt </p>	<p><u>NACO/NATIONAL ASSN. OF COUNTIES</u></p> <p>Rep:</p> <p>Alt:</p> <hr/> <p>Membership Suspended FY 12-13 Meets four times per year in various parts of the U.S. Funds. </p>
<p><u>NO. CENTRAL COUNTIES CONSORTIUM</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Meets quarterly -2/18, 5/20, 8/19, 11/18. Stipend of \$100 per meeting, travel reimbursed at IRS rate per mile, plus lunch expense if coming from out of area. Rep. Colusa, Glenn, Sutter, Yuba Counties Telephone: 822-7145 1 Rep/1 Alt Form 700 Filing</p>	<p><u>NO. VALLEY HISPANIC CHAMBER OF COM</u></p> <p>Rep John Nicoletti</p> <p>Alt <i>Mary Jane Griego</i></p> <hr/> <p>Meets on varied dates at 6:00 p.m., 321 D St., Marysville.</p> <p>Wendy Zapata, Executive Director Telephone (916) 532-1165 1 Rep/1 Alt </p>	<p><u>OPUD/COUNTY LIAISON</u></p> <p>Rep. Mary Jane Griego</p> <p>Alt: <i>Roger Abe</i></p> <hr/> <p>Meets on the 2nd Friday of each month at 11 a.m Jan - June at OPUD Board Chambers, 1970 9th Avenue and July - Dec at Government Center, Marysville Room.</p> <p>Telephone: 749-7510 (Donna) 1 Rep/1 Alt. </p>

<p><u>PEACH TREE HEALTH CARE BOARD DIRE</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets last Wednesday at 4 p.m. of each month at clinic.</p> <p>Greg Stone Exc. Director Telephone: 741-6245 ext. 105 (Michelle) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>PROTECTIVE INSPECTION</u></p> <p>Rep: Andy Vaquez</p> <p>Rep: Roger Abe</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Agricultural Commissioner, Emergency Services, Environmental Health</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>PUBLIC FACILITIES</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Administrative Services</p> <p style="text-align: right;">Form 700 Filing</p>
<p><u>RCRC/Rural County Representative of CA</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets 01/20, 3/16, 4/20 & 4/21, 6/22, 8/17, 9/28-30 Annual Mtg., 12/7 @ 9 a.m. Lunch provided. Mileage reimbursed (Includes Nat'l Forest & Schools Coalition (Forest Receipts) and Ca. Rural Home Mortgage Finance Authority. (916) 447-4806 1 Rep/1 Alt -</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>REGIONAL HOUSING AUTHORITY</u></p> <p>Rep. John Nicoletti</p> <p>Alt. <i>Roger Abe</i></p> <hr/> <p>Meets at 12:15 on the 1st and 3rd Wednesdays of each month at 655 Joann Way, Yuba City. \$50 stipend per meeting. Linda Nichols Executive Director Jennifer Ruiz Exec. Asst. 671-0220 ext. 122 1 Rep.</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>REGIONAL WASTE MGMT AUTHORITY</u></p> <p>Rep: John Nicoletti</p> <p>Alt: <i>Mary Jane Griego</i></p> <hr/> <p>Meets 3rd Thursday at 4:30 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Telephone: 634-6890 (Sandra) 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing</p>
<p><u>S-Y BEHAVIORIAL HEALTH ADV. BRD.</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Meets 1st Thursday at 5:30 p.m. except Aug. and Dec. at 1965 Live Oak Blvd., Yuba City Telephone 822-7200 ext. 2275 (Sue Hopper) Fax 822-7627 1 Rep/1 Alt</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>SAC MOTHERLODE REG. ASSN. of CO.</u></p> <p>Suspend Membership since FY 04/05 - Full Name: Sacramento Motherlode Regional Association of County Supervisors. Meets in conjunction with CSAC & RCRC Annual conferences. Maximum of 3 mtgs per year. Placer County Supervisor Jim Holmes Telephone: 885-3695</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>SACOG/SAC AREA COUNCIL of GOVMTS.</u></p> <p>Rep: Mary Jane Griego</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 3rd Thursday at 9 a.m. of each month. Involves at least 1 additional committee meeting. Stipend of \$100 per meeting, plus mileage at IRS rate. Includes Capitol Valley Regional SAFE Telephone: (916) 321-9000 - Rebecca Sloan 1 Rep/1 Alt -</p> <p style="text-align: right;">Form 700 Filing</p>
<p><u>SIERRA NEVADA CONSERVANCY</u></p> <p>Rep. Placer County Rep Jennifer Montgomery</p> <p>Alt.. <i>Yuba Alt. Randy Fletcher</i></p> <hr/> <p>Meetings are held Mar 2&3 Sacramento, Sept 7&8(East), and Dec 7&8 (Central), at various locations within the region. Currently we are a County Liaison for the Central Region (Nevada, El Dorada, Placer, Yuba). Stipend \$100 per meeting as representative. Contact Theresa 530 823-4672</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>SIERRA-SACTO VALLEY EMS</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Meets 2nd Friday at 1 p.m. of odd numbered months at 5995 Pacific St., Rocklin. Stipend of \$50 per meeting, plus travel at IRS rate. Telephone: (916) 625-1701 1 Rep/1 Alt -</p> <p style="text-align: right;">Form 700 Filing</p>	<p><u>TRI-CO. JUV. REHAB. OVERSIGHT COM.</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets the last Friday of October, January, April and July at 8:30 a.m. at Yuba County Government Center - Wheatland Conference Room. Telephone:(530) 741-6378 ext 112 (Jan Kile-Rockwell)</p> <p style="text-align: right;">Form 700 Filing</p>

(014-0116) Appro... - 4 of 4

<p><u>TRLIA DISPLACED PERSONS APPEALS BR</u></p> <p>Rep: Roger Abe</p> <hr/> <p>Meets as needed. Representative serves as an alternate in the event a member is unable to attend meetings.</p> <p>TRLIA Executive Director Paul Brunner 749-5679 1 Rep.</p>	<p><u>WHEATLAND CITY/COUNTY LIAISON</u></p> <p>Rep: Roger Abe</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets as needed on 2nd Tuesday at 5:00 p.m. of each month at Wheatland City Hall, 111 C Street, Wheatland.</p> <p>Telephone: 749-7510 (Donna) City Administrator Steve Wright 633-2761 1 Rep/1 Alt</p>	<p><u>Y-S ECONOMIC DEVELOPMENT CORP.</u></p> <p>Rep: *John Nicoletti</p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets at 7:30 a.m on Feb. 6 and May 5 * Committee member serves on the Comprehensive Economic Development Strategy Committee.</p> <p>Telephone: 751-8555 (Brynda Stranix)</p>
<p><u>YUBA CO. CHILDREN'S CO.</u></p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>Andy Vasquez</i></p> <hr/> <p>Meets 1st Wednesday at 8:00 a.m. at Yuba One Stop Beckworth Room. *Member also sits on Juvenile Justice Coordinating Council and Child Abuse Prevention Council (Dr. Brad Luz 822-7200) Nancy 822-7200 ext 2275 1 Rep/1 Alt</p>	<p><u>YUBA COUNTY YOUTH COMMISSION</u></p> <p>Rep:</p> <hr/> <p>Currently not active due to lack of representatives. Meets 2nd and 4th Monday at 5:30 p.m. of each month at the Yuba County Government Center Board Chambers. Telephone: (530) 749-7510</p>	<p><u>YUBA SUTTER TRANSIT AUTHORITY</u></p> <p>Rep: Mary Jane Griego</p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>John Nicoletti</i></p> <hr/> <p>Meets 3rd Thursday at 4:00 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Telephone: Sandra 634-6880</p>
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County of Yuba Board of Supervisors

(015-0116) Appro... - 1 of 2

District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

TO: Yuba County Board of Supervisors
FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors
RE: Amendment to the Employment Agreement for the County Administrator
DATE: January 26, 2016

RECOMMENDATION

It is recommended by the Board of Supervisors to approve an amendment to the Employment Agreement for Robert Bendorf, County Administrator.

BACKGROUND / DISCUSSION

Per a recent evaluation of the County Administrator, the Board is recommending that effective January 1, 2016, his current employment agreement be extended to December 31, 2020 along with a one-time five percent increase in the base salary to be effective the same date. This Board item shall serve as an amendment to the current employment contract along with an updated salary schedule presented before your Board today.

COMMITTEE ACTION

Per the Board of Supervisors, this item is taken directly to the full Board in open session.

FISCAL IMPACT

The fiscal impact for the remainder of the fiscal year is estimated to be approximately \$6,410 of which approximately sixty percent is general fund.

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BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

In the Matter of:)	CASE NO.	MMJ15-0338
)		
JED KENNISTON)		
)		
Parcel Location:)		
10440 Texas Hill Road)		
Dobbins, CA 95935)		
)		
APN: 048-160-042)		
)		
)		
Respondent.)		

DECISION

1. The Yuba County Board of Supervisors heard this matter on November 18, 2015, in Marysville, California.
2. Complainant Jeremy Strang, Code Enforcement Division Manager, represented the Code Enforcement Division, Yuba County Community Development and Services Agency along with Code Enforcement Officer John Jacenich.
3. Respondent, Jed Kenniston, was present and was represented by his attorney James Vasquez.
4. Evidence was received, the record was closed, and the matter was submitted for decision on November 18, 2015.

FINDINGS OF FACT

1. Respondent is the owner of record of the property located in the unincorporated area of Yuba County identified as Assessor's Parcel Number 048-160-042 and is assigned the address of 10440 Texas Hill Road, Dobbins, CA 95935.
2. The property is zoned RR5, Rural Residential – 5 acre minimum, and is 15.98 acres in area. The property is improved with a 1500 square foot barn.
3. On October 5, 2015, the property owner, Mr. Jed Kenniston, was properly served with a Notice and Order to Abate Public Nuisance ("Notice & Order") by personal service. The Notice and Order was also served by U.S. Mail, both by Certified Mail with Return Receipt and First Class, to his address as it appears on the last equalized assessment roll. The Order alleged violations of the Yuba County Ordinance Code consisting of:
 - a. Illegal marijuana cultivation –
 1. excessive number of plants - 186,
 2. cultivating on a parcel without a dwelling
 3. cultivating marijuana outdoors, and
 4. failing to register the cultivation prior to growing the marijuana;
 - b. Illegally constructing two (2) greenhouses without the required permits;
 - c. Illegally grading without the required permits
 - d. Illegally conducting accessory uses on a parcel without establishing a primary use
 - e. Illegally occupying a recreational vehicle as a place of human habitation
 - f. Illegally using of extension cords in lieu of permanent wiring.
4. The conditions as alleged in the Notice an Order to Abate were present and did exist on October 5, 2015.
5. A re-inspection of the property on October 8, 2015 found that the marijuana had been cut down and destroyed.
6. Respondent, through his attorney Vasquez & Vasquez, filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the imposition of the Administrative Penalty and fees (Enforcement Costs). The hearing was conducted under Yuba County Ordinance Code, Chapter 7.40, Article 6.
7. The Enforcement Costs and Administrative Penalties incurred to date total: \$63,923.07.

CONCLUSIONS OF LAW

1. Respondent was properly notified to appear before the Board of Supervisors on November 18, 2015 at 1:30pm to show cause, if any, why the Enforcement Costs and Administrative Penalty for the property located at 10440 Texas Hill Road, Dobbins, CA, APN 048-160-042, pursuant to the Notice and Order to Abate Public Nuisance, should not be imposed.
2. Based on the evidence and testimony submitted, the Respondent failed to sustain the burden of showing that no public nuisance existed on the property.
3. Based on the evidence and testimony submitted, Respondent's property is a public nuisance.
4. Based on the evidence and testimony submitted, the Administrative Penalty for \$19,300.00 per day regarding APN 048-160-042 is accurate and is hereby confirmed.
5. Based on the evidence and testimony submitted, the Enforcement Costs and Administrative Penalties incurred to date totaling \$63,923.07 were properly incurred and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the Enforcement Costs and Administrative Penalties in the amount of \$63,923.07, assessed to date, are hereby imposed and are due and payable.
2. Respondent shall forfeit the \$4,116.00 deposit paid to the County and that amount shall be deducted from the total amount of administrative and abatement costs and penalties of \$63,923.07 leaving a remaining balance of \$59,807.07.
3. Respondent shall pay the remaining \$59,807.07 within 30 days of the date of this Order. Payment pursuant to these orders shall be made to the Code Enforcement Division.
4. If respondent fails to pay the \$59,807.07 in full within the 30 days as ordered, Yuba County Code Enforcement shall submit the amount to the Yuba County Tax Collector's Office and the amount shall be placed as a special tax assessment. In addition, a Notice of Abatement Lien shall be filed with the Yuba County Recorder's Office.
5. Where no payment is made or received by the Code Enforcement Division and Notice of Abatement Lien is recorded and a special Tax Assessment is placed, monies recovered shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.

6. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
7. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
8. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the _____ day of _____ 2016, by the following vote:

AYES:

NOES:

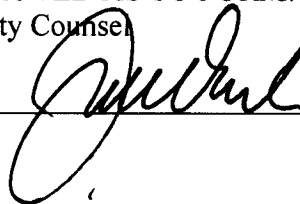
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County
of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

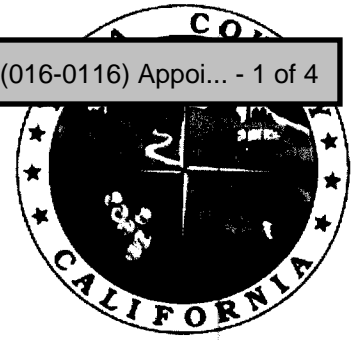
APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



The County of Yuba

Office of Clerk of the Board of Supervisors

(016-0116) Appoi... - 1 of 4



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Area 4 Agency on Aging Governing Board – At Large Representative
Date: January 26, 2016

Recommendation

Appoint Christopher S. Parent to the Area 4 Agency on Aging Governing Board to serve a two year term ending December 31, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This position is a scheduled vacancy by Mr. John Hollis. One application has been received from Mr. Parent and is attached for your review.

In light of the expressed interest, it would be appropriate to appoint at this time.

Fiscal Impact

None

Committee Action

None required.

Attachments

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The County of Yuba

(016-0116) Appoi... - 3 of 4

Application for Board/Commission/Committee Appointed by the Board of Supervisors



RECEIVED

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

Clerk/Board of Supervisors

ON WHICH YOU WOULD LIKE TO SERVE: Agency on Aging Governing Board

APPLICANT NAME:

Chris Parent

MAILING ADDRESS:

816 12th St., Marysville, CA 95901

PHYSICAL ADDRESS:

Same As Above

TELEPHONE:

HOME:

530-743-1970

cell
WORK:

530-329-1997

EMAIL ADDRESS:

emseapAR546@hotmail.com

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Semi Retired

REASONS YOU WISH TO
SERVE ON THIS BODY:

CAU BRING EXPERIENCE AND desire to Assist Aging.
CHANCE TO Give back to Community.

QUALIFICATIONS:

I have served on a variety of non profit Boards serving a divergent
cross section of Society.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Affirmative Action Commission, Salinas, CA
B.R.A.C. Fort Ord, CA Governors Task Force on self Esteem

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE.

[Signature]
SIGNATURE

12-28-2015
DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

Previous Non-Profit Board Membership

William James Association

Arts In Corrections

Chair Advisory Board

Treasurer, Board of Directors

Friends Outside of Monterey County

Keeping Prisoners and Families connected

Board Member

Base Realignment and Closure Commission

Fort Ord Closure

Family Resource Center of Monterey County

Respite Care

Board Member

Orion Planetarium Center

Osage Beach MO

Board Member

Off the Leash Dog Park

President

Christopher S. Parent

816 12th. St. Marysville, CA 95901

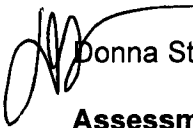
530-329-1997

emseapar546@hotmail.com

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From:  Donna Stottlemeyer, Clerk of the Board
Subject: Assessment Appeals Board No. 2
Date: January 26, 2016

Recommendation

Appoint Norbert Kominsky to the Yuba County Assessment Appeals Board No. 2 as a Representative to fill the remainder of term schedule to expire September 5, 2016.

Background and Discussion

This vacancy occurred due to the resignation of Mr. Robert Storm. Mr. Kominsky has been serving as an Alternate since August 2013, and meets all the qualifications as required.

Mr. Kominsky has been a licensed real estate broker since 2005, and has completed the State Board of Equalizations Appeals Process Self-Study Session. In light of the expressed interest, it would be appropriate to make the appointment at this time.

As a matter of information, the Board of Supervisors has the authority to discontinue the assessment appeals board effective on the first Monday of September in any year and serve as the Board of Equalization.

Fiscal Impact

Board members are compensated \$75 per hour with a daily minimum of \$150 and no maximum pursuant to Section 4.60.030 of the Ordinance Code.

Committee Action

This is brought directly to the Board for consideration.

/rf

CALIFORNIA STATE BOARD OF EQUALIZATION
COUNTY-ASSESSED PROPERTIES DIVISION



CERTIFICATE OF TRAINING

THIS IS TO CERTIFY THAT

NORBERT KOMINSKY

HAS SUCCESSFULLY COMPLETED

APPEALS PROCESS SELF-STUDY TRAINING SESSION

GIVEN AT BROWNS VALLEY, CALIFORNIA – AUGUST 17, 2013

Sherrie Kinkle
Sherrie Kinkle, Facilitator

Dean R. Kinnee
Dean R. Kinnee, Chief

COPY

COPY

The County of Yuba

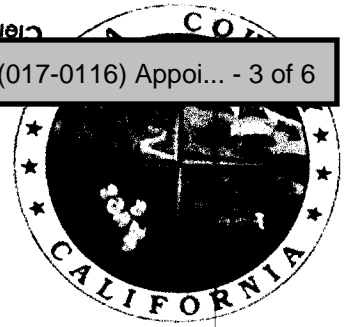
Application for Board/Commission/Committee
Appointed by the Board of Supervisors

Supervisors

Clerk/Board

UN 14 2013

(017-0116) Appoi... - 3 of 6



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: ASSESSMENT APPEALS BOARD 2

APPLICANT NAME:

NORBERT KOMINSKY

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

PO Box 66 Browns Valley 95918

PHYSICAL ADDRESS
(Street, City, Zip):

13290 Whitman Way Oregon House 95962

TELEPHONE:

HOME: 530 300 3671

WORK: 530 692 1265

EMAIL ADDRESS:

NORBERT@SUCCEED.NET

OCCUPATION/PROFESSION:
SUPERVISOR/DISTRICT
NUMBER: 5

LICENSED REAL ESTATE BROKER #01361303

REASONS YOU WISH TO
SERVE ON THIS BODY:

EXPERT AT PROPERTY VALUATION, WANT TO HELP FOLLOW
YUBA COUNTY RESIDENTS UNDERSTAND THE PROCESS

QUALIFICATIONS:

LICENSED REAL ESTATE BROKER #01361303
SINCE 2005

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

D

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

Norbert Kominsky

DATE

6-12-2013

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☒ APPLICANT APPOINTED: 8/13/13 Ltr app'd

☐ OTHER: _____

P.O. Box 66

Browns Valley, CA 95918

(530) 692-1265

OBJECTIVE

Real Estate Sales and Disposition, Real Property Valuation, Professional Asset Management.

PROFESSIONAL PROFILE

Practical, realistic team leader with a natural talent for knowing the way a business should operate most successfully. Highly effective, project executive who gathers all the pertinent facts, then quickly gets to the core of the situation and organizes process, product, and people so that even the most complex challenges can be resolved accurately and efficiently.

QUALIFICATIONS

Over 20 years of professional, results-oriented experience, encompassing such key dependable strengths as:

- | | |
|---|-------------------------------------|
| * Real Estate Sales and Contracts | * Report/Proposal Writing |
| * Real Property Valuation | * Cost Analysis/Projection |
| * Property Report/Survey Analysis | * Negotiation/Leases/Lease-purchase |
| * Contact Assessment and Re-Engineering | * Marketing/Promotion |

REAL ESTATE JOB DESCRIPTION

CALIFORNIA REAL ESTATE SALES AGENT – 2003-2005, PAUL LAW GMAC REAL ESTATE, GRASS VALLEY, CA. REPRESENTED BUYERS AND SELLERS OF RESIDENTIAL REAL ESTATE FOR LOCAL BROKERAGE. EXTENSIVE SALES AND MARKETING ACTIVITIES FOR LISTED PROPERTIES.

CALIFORNIA REAL ESTATE BROKER – 2005 TO PRESENT. BROKER FOR GEMSTONE REAL ESTATE, A DIVISION OF NADOWA CAPITAL CORPORATION. MANAGE RESIDENTIAL AND COMMERCIAL REAL ESTATE TRANSACTIONS. WRITE CONTRACTS, VALUE PROPERTIES, CLOSE DEALS. ASSIST LENDERS IN NEED OF PROPERTY DISPOSAL, MANAGE CONTRACTORS OF ALL TYPES: TITLE COMPANIES, APPRAISERS, PROPERTY PRESERVATION, WELL AND SEPTIC, COUNTY, ASSET MANAGERS, ETC.

OTHER SELECTED ACHIEVEMENTS

- Turned-around retail business, doubling sales volume within one year. Successfully built and operated retail business employing 10 people with revenues in excess of 2.5 million/yr.
- Designed e-Business marketing program for internet delivered technology services. Researched and created detailed internet marketing plan for company's launch. Designed web seminar to coincide with launch of business services.
- Coordinated production and logistics for large paper manufacturer. Handled all raw material acquisition and conversion for multiple-site supplier of corrugated paper products.
- Researched, designed, and engineered products for retail distribution.

SELECTED ACHIEVEMENTS (continued)

- Earned reputation as industry specialist whose accurate property valuations could save clients many 1,000 of dollars. Unraveled complexities of real estate, exhibiting an expertise that quickly established customer confidence/loyalty and a high referral rate.
- Managed construction, telecommunications, and marketing projects for a variety of business clients. Specialized in project planning/scheduling, cost projection, and technical writing.
- Started local newspaper which:
 - * Increased local news coverage by 100%;
 - * Had an extremely positive, unifying effect on the community; and
 - * Served as an excellent promotional tool.
- Implemented vendor evaluation/qualification strategies, quality process auditing, and on-site training of supervisors and agents at call center sites for the US Census Bureau. Provided voice and data analysis of agent's interaction with Operator Support System.-
- Organized and planned international scientific conference for the advanced automotive battery industry. Successfully orchestrated first ever conference in this field.

EXPERIENCE

NADOWA CAPITAL CORPORATION, GEMSTONE REAL ESTATE CA REAL ESTATE BROKER, BROKER/OFFICER	2006 - PRESENT
GMAC REAL ESTATE REAL ESTATE AGENT	2003 - 2005
PBE MANAGEMENT SERVICES BUSINESS/PROJECT MANAGEMENT SPECIALIST	2000 - 2003
PAULSBORO JEWELERS President & General Manager	1987 – 2000
AEROJET ORDNANCE COMPANY Aerospace Engineer	1985 - 1987

EDUCATION

ROWAN UNIVERSITY, AKA GLASSBORO STATE COLLEGE, Glassboro, NJ
BA, Geography 1981

Specialized Training:

- * Graduate: Japanese Management Training Institute, 1989
- * California Real Estate Brokers License #01361303

STATE BOARD OF EQUALIZATION
PROPERTY AND SPECIAL TAXES DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0064
1-916 274-3350 • FAX 1-916 285-0134
www.boe.ca.gov

RECEIVED

SEP 6 2013

Clerk/Board of Supervisors

BETTY T. YEE
First District, San Francisco

SEN. GEORGE RUNNER (RET.)
Second District, Lancaster

MICHELLE STEEL
Third District, Orange County

JEROME E. HORTON
Fourth District, Los Angeles

JOHN CHIANG
State Controller

CYNTHIA BRIDGES
Executive Director

September 3, 2013

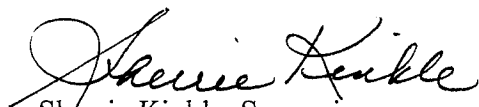
Mr. Norbert Kominsky, Member
Assessment Appeals Board
County of Yuba
P.O. Box 66
Browns Valley, CA 95918

Dear Mr. Kominsky:

You have successfully completed the *Appeals Process Self-Study Session*. Enclosed is a *Certificate of Training* for the session. This training session qualifies as the mandatory training required by Revenue and Taxation Code section 1624.01 for members of county assessment appeals boards.

I hope that the training materials will serve as a reference for future appeals questions.

Sincerely,



Sherrie Kinkle, Supervisor
Assessment Services Unit
County-Assessed Properties Division

Enclosure

cc: Ms. Donna Stottlemeyer
Clerk of the Board

The County of Yuba

B O A R D O F S U P E R V I S O R S

JANUARY 12, 2016



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher: All present.
- III. 2015 CHAIRMAN OF THE BOARD STATEMENT - Chair Mary Jane Griego - Chair Griego commended staff for their assistance throughout the year and recapped accomplishments for 2016 including new businesses, economic strategic planning, and hiring of Health Officer.
- IV. ADJOURN SINE DIE
- V. ELECTION OF OFFICERS - Chair and Vice Chair (Conducted by the Clerk of the Board)

Supervisor Nicoletti nominated Supervisor Abe for office of Chairman

MOTION: Move to appoint Supervisor Abe Chairman for 2016 Move to appoint Supervisor Abe Chair for 2016

MOVED: John Nicoletti SECOND: Randy Fletcher

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Supervisor Vasquez nominated Supervisor Fletcher for office of Vice-Chairman.

MOTION: Move to appoint Supervisor Fletcher Vice-Chair for 2016

MOVED: John Nicoletti SECOND: Randy Fletcher

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

VI. SPECIAL PRESENTATION

- A. (010-0116) City of Marysville presentation of plaque to Public Works for Beckworth Riverfront Park Boat Launch Facility Improvements. (No background material) (Ten minute estimate) Council Members Bill Simmons and Chris Pedigo recapped the project and presented plaque to Public Works Director Mike Lee and Public Works Superintendent Mike Bailey commending work and dedication to project.

- VII. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

The following individuals spoke on items C. 1 and 2:

- Ms. Karen Liggett
- Ms. Charnel James
- Ms. Janet Wolfley
- Ms. Carmel Garcia, Sutter County

The Board recessed taken at 9:53 a.m. and reconvened at 10:07 a.m. with all present as indicated above.

Comments continued:

- Mr. Mickey Martin
- Mr. Josh Shurtz
- Mr. Jeff Ramos
- Mr. Lee Boutt
- Ms. Wendy Hanna
- Mr. Kasse Weikel
- Mr. Samuel
- Mr. Vincent Cauchi
- Mr. Jon Riebli
- Mr. Robert House

MOTION: Move to approve Consent Agenda MOVED: John Nicoletti SECOND: Randy Fletcher

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

A. Board of Supervisors

1. (001-0116) Reappoint Daniel R. Lucero to Keystone Cemetery District for a term ending December 6, 2019. Approved.
2. (002-0116) Appoint Patricia Camarena to the Historic Resources Commission as District Four Representative for a term ending December 31, 2016. Approved.
3. (003-0116) Appoint Kevin Roush Interim Agricultural Commissioner Sealer of Weights and Measures effective January 1, 2016 for a period not to exceed sixty (60) days. Approved.

B. Clerk of the Board of Supervisors

1. (005-0116) Approve minutes from meetings of December 8, 14, and 15, 2015. Approved.

C. Clerk Recorder/Elections

1. (006-0116) Accept Certificate of Sufficiency for Medical Marijuana Cultivation Act of 2015 and direct Registrar of Voters to consolidate special election with the June 7, 2016 Presidential Primary Election. Approved.
2. (007-0116) Accept Certificate of Sufficiency for the Patients Access to Regulated Medical Cannabis Act of 2015 and direct Registrar of Voters to consolidate special election with the June 7, 2016 Presidential Primary Election. Approved.

D. Emergency Services

1. (009-0116) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630. Adopted Resolution No. 2016-1, which is on file in Yuba County Resolution Book No. 47.

E. Community Development and Services

1. (008-0116) Authorize grant deed transferring ownership of 9.23 acre parcel (APN 016-130) to Three Rivers Levee Improvement Authority and authorize Chair to execute. Approved.

VIII. PUBLIC COMMUNICATIONS

The following individuals spoke:

- Ms. Johanna Lassaga, 4H Camp - Administrative Services Director Doug McCoy recapped the agreement with the Boy Scouts and indicated contact would be made to the Scouts to assist with use of camp by 4H club.
- Mr. Buck Weckman
- Mr. A. Geiler
- Mr. Brook Hilton
- Ms. Carmel Garcia
- Mr. Lee Boutt
- Mr. Micky Martin
- Mr. Josh Shurtz

IX. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (011-0116) Letter from Renew Financial advising participants in the California First property assessed clean energy program has expanded to include seismic improvements and electric vehicle charging infrastructure. Received
- B. (012-0116) Seven notices from California State Fish and Game Commission regarding regulatory action and endangered species. Received

X. BOARD AND STAFF MEMBERS REPORTS: This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

Supervisor Nicoletti:

- Homeless Ad Hoc Committee update
- Letter of support regarding Hammonton-Smartsville Road Housing Project

Chair Abe re-established the Homeless Issues Ad Hoc Committee to address ways for alleviating impacts appointing Supervisors Vasquez and Nicoletti as representative.

Supervisor Abe:

- Sierra Sacramento Valley EMS meeting January 8, 2016
- Memorial Adjournment - Mrs. Ardeth McDonald

XI. CLOSED SESSION

The Board retired into closed session at 11:44 a.m. and returned at 12:33 p.m. with all present as indicated above, except Supervisor Vasquez.

Supervisor Vasquez left closed session at 12:20 p.m.

A. Personnel pursuant to Government Code 54957(b)(1) - Public Employment/Agricultural Commissioner Recruitment
Direction provided.

B. Threatened litigation pursuant to Government Code 54956.9(d)(4) - One Case
Direction provided.

XII. ADJOURN: 12:34 p.m. in memory of Mrs. Ardeth McDonald.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

Approved: _____

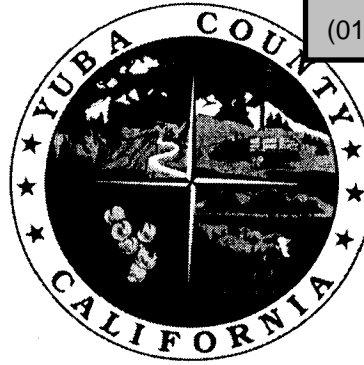
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



(019-0116) Accep... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

JANUARY 26, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *by M. Lee*

SUBJECT: Accept Loma Rica Road Shoulder Widening Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

Knife River Construction was awarded the contract for the Loma Rica Road Safety Improvements Project in the amount of \$1,280,852.00 on April 7, 2015. Actual construction costs were \$1,293,387.58. The project consisted of placing/replacing storm drain culverts, widening shoulders, placing hot mix asphalt overlay, placing pavement reinforcing fabric, pavement striping, and the placement of shoulder backing material along Loma Rica Road 900 feet northeast of Scott Grant Road to Los Verjeles Road. The portion of Loma Rica Road from its intersection with Fruitland Road to Loop Road was also overlaid with hot mix asphalt.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the approved Public Works Budget.

FISCAL IMPACT:

This project was funded with Trust 188 Impact Fees.

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Yuba-Sutter
Local Enforcement

(020-0116) Adopt... - 1 of 4

915 8th Street, Suite 123, Marysville, CA 95901

Environmental Health Division

Phone: (530) 749-5450

Fax: (530) 749-5454

Web: <http://www.yubacomdev.com>

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director T.M.
Clark Pickell/Yuba-Sutter LEA *CP*

SUBJECT: Approval of Resolution to apply for the Waste Tire Enforcement Grant

Date: January 26, 2016

Recommendation: Authorize the Chair of the Board of Supervisors to approve a resolution authorizing the Director of Environmental Health to apply for and enter into agreement with the Department of Resources Recycling and Recovery (CalRecycle) for a grant to implement the Waste Tire Enforcement Program in Yuba and Sutter Counties.

Background: CalRecycle offers the Waste Tire Enforcement Grant Program to provide funding to solid waste Local Enforcement Agencies (LEAs) and city and county agencies in California for waste tire enforcement activities per Section 42889(d) of the Public Resources Code (PRC). A fee on new tires sold in California provides funding for the Waste Tire Enforcement Grant Program.

Discussion: This grant provides funds to develop and implement the Waste Tire Enforcement Program as defined in PRC 42889(d). The grant further provides funds to the LEA for equipment, training, administration and activities related to implementation of waste tire program pursuant to PRC section 42872(a). This section further allows for the awarding of grants to entities involved in activities and applications that result in reduced landfill disposal or stockpiling of waste tires.

Committee: Due to the routine nature of renewing this resolution the Public Works and Land Use Committee was bypassed and the resolution was added to the consent agenda.

Fiscal Impact: The Environmental Health Department proposes to enter into an agreement with CalRecycle to receive a grant which provides funding to implement the Waste Tire Enforcement Program. This is a reimbursement type grant and the hours spent by the LEA staff enforcing the waste tire program will be reimbursed during the fiscal year by CalRecycle. All expenditures related to implementation of this program during the fiscal years 2016-2017-2021/2022 will be funded by this grant, and therefore there will be no fiscal impact to the general fund.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE COUNTY OF YUBA) Resolution No. _____
TO APPLY FOR CALRECYCLE WASTE TIRE)
ENFORCEMENT GRANT)
FISCAL YEARS 2016/2017-2021/2022)

WHEREAS, Public Resources Code section 40000 et seq. identifies the goal of the State of California (State) to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the Department of Resources, Recycling and Recovery (CalRecycle) administers various Grant Programs in furtherance of that goal; and

WHEREAS, funds are allocated and available from the CalRecycle for Grants to cities, counties and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities at waste tire facilities; and

WHEREAS, CalRecycle has been delegated the responsibility for the administration of the grant program within the State; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish necessary procedures governing the application, awarding and management of the Grants; and

WHEREAS, procedures established by the State and CalRecycle require each Applicant's governing body to certify by resolution its approval of the submittal of Grant Application[s] to CalRecycle; and

WHEREAS, if awarded, the County of Yuba for itself and on behalf of the participating jurisdictions will enter into a Grant Agreement with the CalRecycle for implementation of a regional waste tire enforcement program;

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the submittal of a Collaborative Application on behalf of the Participating Collaborative Jurisdictions (as shown by the attached authorizing Resolutions and Letters of Permission) to the CalRecycle for all available Grants for which the County of Yuba is eligible for the period of fiscal years beginning with 2016-2017 through 2021-2022.

BE IT FURTHER RESOLVED that the County Administrator, or the Director of Environmental Health, or his/her designee, is hereby authorized and empowered to execute in the name of the County of Yuba all Grant-related documents, including but not limited to, Applications, Agreements, Amendments and requests for payment, necessary to secure Grant funds and implement the approved Grant project.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

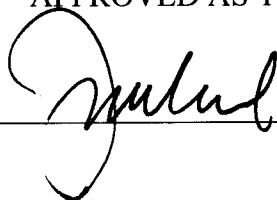
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



The County of Yuba

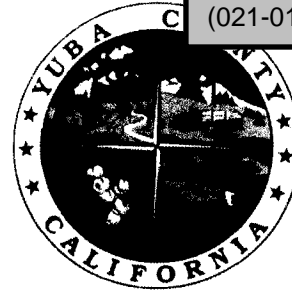
(021-0116) Adopt... - 1 of 4

021-0116

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



Dr. Nichole Quick, MD, MP
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Dr. Nichole Quick, Health Officer
Health & Human Services Department

DATE: January 26, 2016

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to apply for the California Information and Education (I&E) Program

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH), Maternal, Child and Adolescent Health (MCAH), California Information and Education (I&E) Program for the period of July 1, 2016, through June 30, 2019; and further authorizing the Chair of the Board to accept, allocate and transfer funds for the stated period and any subsequent funds awarded, and to execute documents as required by the application and the resultant contract and any pertinent documents related to this program.

BACKGROUND: Yuba County, through its Health and Human Services Department, has received MCAH program funds since 2007 to develop policies and standards, and conduct activities with the focus of improving the health and well-being of the women, children and families of Yuba County. CDPH has made funds available through the MCAH I & E Program for the purpose of improving the health and well-being of youths aged 12-19 to prevent adolescent pregnancies and sexually transmitted infections by providing the knowledge, understanding, and behavioral skills necessary to make responsible decisions regarding at-risk behavior.

DISCUSSION: If approved, CDPH will provide funds for the MCAH I & E Program in the amount of \$80,000.00 for the funding period of July 1, 2016 through June 30, 2019.

COMMITTEE: The Human Services Committee recommended approval on January 12, 2016.

FISCAL IMPACT: Approval of this Resolution will not impact County General Funds.

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

**RESOLUTION AUTHORIZING THE HEALTH)
AND HUMAN SERVICES DEPARTMENT TO)
APPLY TO THE CALIFORNIA DEPARTMENT)
OF PUBLIC HEALTH FOR MATERNAL,)
CHILD AND ADOLESCENT HEALTH (MCAH)) Resolution No. _____
PROGRAM FUNDS FOR THE PERIOD OF)
JULY 1, 2016 THROUGH JUNE 30, 2019,)
AND FURTHER, AUTHORIZE THE CHAIR OF)
THE BOARD TO EXECUTE DOCUMENTS)
RELATED TO THIS PROGRAM AND THE)
ACCEPTANCE OF FUNDS)**

WHEREAS, the State of California, through the California Department of Public Health, has made grant funds available to implement the Maternal, Child and Adolescent Health (MCAH) Information and Education (I&E) Program, for the purpose of providing youth with comprehensive life skills and sexual health education programs in diverse settings; and

WHEREAS, it is in the best interest of its residents for the County of Yuba to apply for and utilize the grant funds for the improvement of the health and well-being of youth aged 12-19 to prevent adolescent pregnancies and sexually transmitted infections by providing the knowledge, understanding, and behavioral skills necessary to make responsible decisions regarding at-risk behavior.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors that the submission of an application to the California Department of Public Health for Maternal, Child and Adolescent Health (MCAH) Information and Education (I&E) grant funds is hereby authorized; and

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Chair of the Board is hereby authorized to:

- Accept Eighty Thousand Dollars (\$80,000) for the period July 1, 2016, through June 30, 2019;

- Execute, upon review and approval of County Counsel, documents as required by the application and the resultant contract for the stated period;
- Allocate and transfer funds for the stated period;
- Amend contracts for additional or lesser funding; and
- Execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

A copy of said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

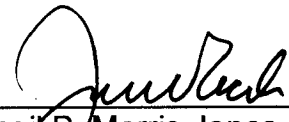
ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



Angil P. Morris-Jones,
Yuba County Counsel

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



(022-0116) Appro... - 1 of 6

022-0116

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Nicole Quick, Health Officer
Health & Human Services Department

DATE: January 26, 2016

SUBJECT: Approval of Memorandum of Understanding for Reciprocal Health Officer Coverage

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between Yuba County and Sutter County for reciprocal Health Officer Coverage and authorize the Chair to execute the Memorandum of Understanding

BACKGROUND: The Health Officer enforces state and local laws related to public health and provides services such as communicable disease control, reporting local epidemics to the California Department of Public Health, and implementation of measures to prevent the spread of disease, and enforcement of orders and ordinances of the Board of Supervisors pertaining to public health.

DISCUSSION: There are occasions when the Health Officers from Yuba and Sutter County are absent and/or unable to respond to matters requiring urgent action by the Health Officer in order to protect the public's health and safety. An MOU between the two counties will provide a means through which the Health Officers in their respective counties would provide limited service to the other county in the absence of the other county's Health Officer.

COMMITTEE: The Human Services Committee was by-passed as this request will have no impact on General Funds.

FISCAL IMPACT: Approval of this MOU will have no impact on General Funds. Sutter County is willing to provide reciprocal Health Officer coverage.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN YUBA COUNTY AND SUTTER COUNTY FOR
TEMPORARY HEALTH OFFICER COVERAGE**

THIS MEMORANDUM OF UNDERSTANDING (hereafter "MOU") is made and entered into by and between the County of Yuba (hereafter "YUBA COUNTY") and the County of Sutter (hereafter "SUTTER COUNTY"), both subdivisions of the State of California, in order to provide for the continuity in the discharge of the function of the duties of the Health Officers in the two counties in the event that the Health Officer in either county is absent and/or unable to respond to any matter requiring urgent action by the Health Officer in order to protect the public health and safety.

RECITALS

WHEREAS, each County has appointed a County Health Officer ("Health Officer") pursuant to Government Code Section 24000(s); and

WHEREAS, said Health Officers are appointed to carry out duties prescribed, *inter alia*, in the Health and Safety Code section 120100 et seq. and other applicable statutes; and

WHEREAS, each Health Officer from time to time is temporarily absent from his/her county or otherwise unavailable to carry out his/her duties as required by law ("unavailable"); and

WHEREAS, the counties desire to provide temporary Health Officer coverage for the County when the Health Officer is temporarily unavailable.

NOW THEREFORE, YUBA COUNTY and SUTTER COUNTY hereto mutually agree to the following terms and conditions:

1. TERM.

This MOU shall be in effect when executed by each party and shall remain full force and effect unless terminated earlier under Provision 4.2 of this MOU.

2. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the authorized representative for YUBA COUNTY. The Assistant Director of the Human Services-Health Division is the authorized representative for SUTTER COUNTY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. SERVICES.

- 3.1** In the event that there is an urgent need for the Health Officer from either county to act on any matter affecting the public health and safety and the Health Officer from that county is absent from his or her respective county, then the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") may request the assistance by the Health Officer from the other county during the time that the requesting county's Health Officer is absent from that county.
- 3.2** Upon receipt of a request for assistance, the Health Officer from the responding county shall be empowered to act as the Health Officer for the requesting county and shall be deemed to be an officer of the requesting county when functioning on behalf of the requesting county. When providing services on behalf of the requesting county, the responding Health Officer shall be entitled to, and his or her acts shall be subject to, all immunities set out in state and/or federal law pertaining to the acts of the public officer as if the responding Health Officer was the Health Officer in the requesting county.
- 3.3** The consideration of any Providing County's Health Officer in providing coverage for the Requesting County pursuant to this MOU is the mutual covenants expressed herein. The Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's providing the coverage. The coverage provided by the Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer who shall receive no additional remuneration therefore.
- 3.4** SUTTER COUNTY shall indemnify, defend and hold harmless YUBA COUNTY from any claims or liability arising or alleged to have arisen from the acts or omissions of Sutter County, its officers, Board of Supervisors, employees, and agents except that SUTTER COUNTY shall not indemnify, defend and hold harmless YUBA COUNTY from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer that are performed solely within the course and scope of his/her providing coverage in Yuba County. YUBA COUNTY shall indemnify, defend, and hold harmless SUTTER COUNTY and the Covering Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or omissions of YUBA COUNTY, its officers, Board of Supervisors, employees, and agents.
- 3.5** YUBA COUNTY shall indemnify, defend and hold harmless SUTTER COUNTY from any claims or liability arising or alleged to have arisen from the acts or omissions of Yuba County, its officers, Board of Supervisors,

employees, and agents except that YUBA COUNTY shall not indemnify, defend and hold harmless SUTTER COUNTY from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer that are performed solely within the course and scope of his/her providing coverage in Sutter County. SUTTER COUNTY shall indemnify, defend, and hold harmless YUBA COUNTY and the Covering Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or omissions of SUTTER COUNTY, its officers, Board of Supervisors, employees, and agents.

- 3.6** Each County shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverage:

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$1,000,000 per claim and in the aggregate.

- 3.7** A county or county Health Officer who is requested by a Requesting County to provide coverage may refuse to provide coverage without penalty or liability to said county and/or its Health Officer. A covering Health Officer may cease providing coverage to a Requesting county at any time without penalty or liability to himself/herself or the providing county.

4. GENERAL PROVISIONS.

- 4.1** This MOU may be amended only by the written, mutual consent of both parties.
- 4.2** This MOU may be terminated by either party, with or without cause, upon thirty (30) days verbal or written notice to the other party.

///

///

///

///

///

///

5. NOTICES

Any notice required or permitted to be given under this MOU may be verbal or in writing via e-mail, mail, or personal service upon the other party. Mailed notices shall be addressed as follows:

If to YUBA COUNTY:

Yuba County Health & Human Services
Department
Jennifer Vasquez, Director
5730 Packard Avenue, Suite 100
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to SUTTER COUNTY:

Sutter County Human Services-Health
Amerjit Bhattal, Assistant Director of Human
Services-Health
1445 Veterans Memorial Circle
Yuba City, CA 95993

IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY:

By: _____
_____, Chair

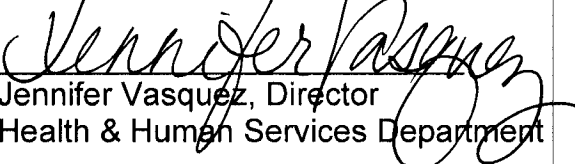
On: _____
(Date)

APPROVED AS TO FORM



ANGIL MORRIS-JONES
YUBA COUNTY COUNSEL

RECOMMENDED FOR APPROVAL



Jennifer Vasquez, Director
Health & Human Services Department

SUTTER COUNTY:

By _____
Ron Sullenger, Chairman

On: _____
(Date)

APPROVED AS TO FORM

SUTTER COUNTY COUNSEL

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



(023-0116) Appro... - 1 of 6

023-0116

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Dr. Nichole Quick, Health Officer
Health & Human Services Department

DATE: January 26, 2016

SUBJECT: Rental Contract between Extra Self Storage and the Yuba County Health and Human Services Department

RECOMMENDATION: It is recommended that the Board of Supervisors approve the rental contract between Health and Human Services Department and Extra Self Storage for the rental of a 10 x 10 storage space at \$65.00 per month.

BACKGROUND: The Health and Human Services Department uses off-site storage for the storage of Public Health Emergency Preparedness Grant (PHEP) disaster preparedness supplies for use in providing mass prophylaxis and/or vaccination to Yuba County residents. Supplies include, but are not limited to, Point of Dispensing signage, stanchions, hand cards, delineator poles, traffic signs, cones and barricades.

DISCUSSION: The current self-storage facility utilized by Public Health for storage of program supplies previously known as Hub Self Storage has recently been renamed to Extra Self Storage. It has been determined that the Public Health Division continues to need a large storage space unit, therefore, will need to continue the rental of the storage space #D010 that was previously numbered #10 at Hub Self Storage.

COMMITTEE: The Human Services Committee was bypassed due to the routine nature of the request.

FISCAL IMPACT: Approval of the rental contract with Extra Self Storage will not impact County General Funds as these costs will be paid through the Public Health Emergency Preparedness Grant (PHEP).

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023-0116

(023-0116) Appro... - 3 of 6

Next payment due: 8/1/16GATE CODE 5730RENT IS DUE ON THE
FIRST OF EACH MONTH

DATE _____

LESSEE: Yuba County Health and Human Services DepartmentBILLING ADDRESS: P.O. Box 2320CITY: Marysville STATE: CA ZIP: 95901 TEL #: 530-749-6312 CELL #: N/ADRIVERS LIC. #: N/A SOC. SEC #: N/A DOB: N/AEMAIL ADDRESS: N/AEMPLOYER N/A WORK # N/AEMPLOYER ADDRESS: N/APlease provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent.
(If none write "none")ALT. CONTACT: None PHONE: N/AALTERNATE CONTACT ADDRESS: N/AMILITARY: Are you or your spouse on active duty military service? Yes N/A No _____ Service: N/AHow did you hear about us? ☐ YP ad ☐ Facebook/Twitter ☐ Internet ☐ Drive by ☐ Referral ☒ Previous tenantExtra Self Storage LINDA, rents to Occupant the storage space number 1010 pursuant to the following
terms and conditions: (10 x 10)

TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

RENT: The rent shall be in the amount of \$65.00 per month. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check, or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

PARTIAL RENT PAYMENTS: Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-Service Storage Facility Act. _____ (initial here)

CHANGE OF ADDRESS: Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address. _____ (initial here)

LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner. _____ (initial here)

NOTICE OF LIEN: Pursuant to the California Self-Service Storage Facility Act your property will be subject to a lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due are not paid within 10 consecutive days. (023-0116) Appro... - 4 of 6

CROSS COLLATERALIZATION OF SPACES: When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

GATE ACCESS REVOKED: When rent or other charges remain unpaid for fourteen (14) consecutive days, Owner may revoke Occupant's gate access code. Occupant will only have access to the space during office hours and must first check-in at the office prior to entry into the facility.

TERMINATION: Fifteen (15) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages. _____ (initial here)

USE OF STORAGE SPACE: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

HAZARDOUS AND PERISHABLE ITEMS PROHIBITED: Occupant is strictly prohibited from storing perishable items such as food or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

TIME TO MAKE CLAIM OR BRING SUIT: Occupant must bring any claim that arises out of this rental agreement, the negotiations that preceded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

LOCKS: Occupant shall provide, at Occupant's own expense, a disc pad lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. _____ (initial here)

RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to pro-

mulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of space located on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time. (023-0116) Appro... - 5 of 6

PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

NO SUBLETTING: Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

NOTICES: All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

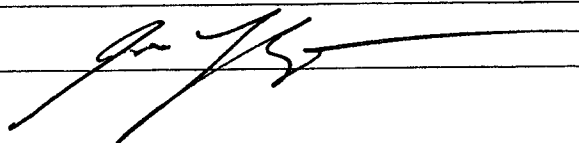
NO ALTERATIONS: Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

DISABILITY ACCESS INSPECTION: This facility has not been inspected by a Certified Access Specialist.

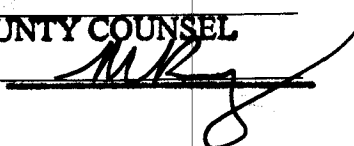
Do not sign this agreement until you have read it, including the provision on pages one and two, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Occupant Signature _____

On Behalf of Owner _____



APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

Date _____
COUNTY COUNSEL
Date BY: 



Contact Addendum

Occupant hereby agrees that Extra Self Storage management is not responsible for disposing of trash and or debris left on the facility grounds by tenants or a third party person(s). Should personal property or trash of any kind be left on the facility grounds by a tenant or third party person(s), the following fees will apply:

Debris / Trash Removal Fee:	\$75.00 per occurrence	_____ Initial
Dumping Fee:	\$150.00 per occurrence	_____ Initial

Extra Self Storage requires that all tenants be off the facility grounds by no later than 7pm. Should you not comply with this company policy, that following fees will apply:

1st Time:	Warning	_____ Initial
2nd Time:	\$10.00	_____ Initial
3rd Time:	\$15.00	_____ Initial
4th Time & each occurrence after:	\$25.00	_____ Initial

Occupant / Lessee

Date: _____



Extra Self Storage Representative

Date: _____

The County of Yuba



(024-0116) Adopt... - 1 of 2

915 6 STREET, STE 113
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR

024-0116

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
DATE: January 26, 2016
SUBJECT: Amend the County's Basic Salary Schedule

RECOMMENDATION

Adopt the resolution to amend the Classification System – Basic Salary/Hourly Schedule effective January 1, 2016.

DISCUSSION

This action modifies the County's salary schedule to implement the five percent increase to the County Administrator's base salary as recommended by the Board.

COMMITTEE

Per the Board of Supervisors, this item is taken directly to the full Board in open session.

FISCAL IMPACT

The estimated fiscal impact for the current year is approximately \$6,500 of which approximately sixty percent is general fund.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AMENDING THE)
CLASSIFICATION SYSTEM –)
BASIC SALARY SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective January 1, 2016.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
COAD	County Administrator	8	12,650	72.98	E	9410

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
COAD	County Administrator	8	12,047	69.50	E	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2016 by the following votes:

AYES:
NOES:
ABSENT:

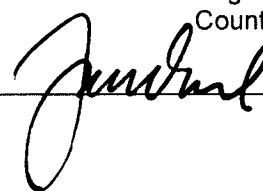
CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: _____





025-0116

Information Technology Memorandum

To: Board of Supervisors
CC: Robert Bendorf, CAO
Angil Morris-Jones, County Counsel
From: Paul LaValley
Date: January 26, 2015
Re: Microsoft Enterprise Agreement

Recommendation:

Recommend the Board of Supervisors authorize Yuba County's renewal into the Microsoft State and Local Government Enterprise agreement, approve the enrollment agreement (contract), and authorize the Chair to sign the Microsoft Volume Licensing Enterprise Agreement and any additional supporting documents that may be required.

Background:

Yuba County uses many of Microsoft's products as standard software on personal computers and servers. These products include operating systems, databases, office suite applications, and client access licenses. Yuba County is currently responsible for licensing all these software packages for 950 users on 1200 end user computers and over 100 servers. We are also planning on using some Microsoft cloud services instead of purchasing and maintaining new hardware for some servers and storage. These cloud services will displace old hardware which would have to be replaced and also allow for some critical services to be available in the case of a disaster affecting county data centers.

Microsoft is continuing to offer the same licensing options as the previous agreements. They are offering a 3 year contract which benefits Yuba County by offering a fixed pricing level for the life of the agreement.

Discussion:

Yuba County has been using Microsoft Enterprise agreements for 15 years. The original contract was approved in October of 2001, and has been renewed approximately every 3 years. The Microsoft licensing model is changing for this agreement since end-user licensing is just by user count and allows up to 5 devices per user to be used.

We have implemented the following steps to minimize the costs associated with Microsoft products and services used across the County of Yuba.

- We are 'piggybacking' a competitively bid agreement negotiated by Riverside County in conjunction with the California Counties Information Systems Director's Association (CCISDA) to assure best available pricing. The Riverside agreement allows us to take advantage of volume pricing usually reserved for the largest organizations with over 15,000 employees.
- We have consolidated all SQL Server databases used by the county onto 2 physical servers to minimize cost
- We are talking advantage of additional levels of discounting by including cloud services into the agreement

Committee Action:

This renewal was reviewed at the Technology Review Committee (TRC) meeting on January 6, 2016.

Fiscal Impact:

The total first year annual cost of the Enterprise Agreement is \$341,362.85. The subsequent two payments for the remainder of the agreement will be for the same amount, unless additional users or cloud based services are needed based upon departmental needs.

The cost of the agreement will be distributed to country departments and related agencies through direct billing or through the IT Internal Services Fund.



Volume Licensing

Amendment to Contract Documents

Enrollment Number
Microsoft to Complete

000-jorob-s-1116

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Enterprise Enrollment (Indirect)

US Government Community Cloud

Amendment ID M306

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. Section 1 ("Definitions") of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of Section 6(d) of the Enrollment ("Termination for cause"):

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section 7 is hereby added to the Enrollment:

7. Government Community Cloud

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the

Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Enterprise Enrollment Exchange Online: Departmental Mailboxes/Shared Accounts for County of Yuba Office of Emergency Services Amendment M133

The parties agree that the Enrollment is amended by adding the following new section:

Departmental Mailboxes/Shared Accounts for County of Yuba Office of Emergency Services

Customer would like to obtain for of its Office of Emergency Services shared account e-mailboxes to be used by multiple individuals working at those locations. Customer may order under this Enrollment Exchange Online Plan 1, Exchange Online Plan 2, or Exchange Online Kiosk user subscription licenses that can be shared by Customer's personnel working in its Office of Emergency Services locations, provided that:

- a. All of the individuals using each e-mailbox will use common logon information,
- b. A maximum of 75 users can share each user subscription license in order to access to each e-mailbox , and
- c. All access to each e-mailbox can be made available only from a single device in the location, guest property or location for which the shared account e-mailbox was obtained (a separate device can be designated and used for each e-mailbox obtained for the location).

These special use licenses do not provide rights to access any of Customer's on-premises servers. They only provide access to the Microsoft Online Services.

Enterprise Enrollment

Microsoft Azure Amendment for StorSimple Solution with 8000 series

Amendment ID M333

This amendment specifies the terms under which 8000 series storage ("Storage Arrays") and support will be made available to Enrolled Affiliate.

When Enrolled Affiliate purchases one of the StorSimple Monetary Commitment Offerings identified below (each an "Offering") in connection with a subscription to the Microsoft Azure Service, Enrolled Affiliate will be eligible to receive, at no additional charge to Enrolled Affiliate, delivery of a corresponding Storage Array

StorSimple Standard Support is included until the next enrollment Anniversary after purchase for the StorSimple Monetary Commitment Offering. Details about support offerings for StorSimple Monetary Commitment Offerings are available at: [https://msdnstage.redmond.corp.microsoft.com/en-US/library/mt433077\(TechNet.10\).aspx](https://msdnstage.redmond.corp.microsoft.com/en-US/library/mt433077(TechNet.10).aspx).

Each Offering and its corresponding device is specified in the tables below. **StorSimple Subscription Offerings**

CWZ-00010	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 1	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8100 device
CWZ-00011	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 2	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8600 device
CWZ-00021	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 1 GOV	Azure GCC Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8100 device
CWZ-00022	AzureStorSimple ShrdSvr ALNG SubsVL MVL MC 1 GOV	Azure GCC Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8600 device

StorSimple Fee Offerings:

CWZ-00031	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntFeeMC1	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8100 device
CWZ-00032	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntFeeMC2	Azure Monetary Commitment equivalent to the fee paid, Azure StorSimple Support and an 8600 device
CWZ-00030	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntGFeeMC1	Azure StorSimple MC Fee SKU for GCC for 8100 device
CWZ-00033	AzureStorSimple ShrdSvr ALNG Fee MVL Ovg AzureStorSimpleCmmtmntGFeeMC2	Azure StorSimple MC Fee SKU for GCC for 8600 device

Monetary Commitment purchased under an Offering will be added to Enrolled Affiliate's Azure Subscription under this Enrollment and will be subject to the same terms as other Monetary

Commitment purchased under this Enrollment, except that i) Monetary Commit purchased under this Amendment using a StorSimple Fee Offering must be consumed by the last day of the month preceding the first Enrollment anniversary after purchase, after which any unused portion will be forfeited; and ii) Monetary Commit purchased under this Amendment with a StorSimple Fee Offering will not be allocated proportionally through the Enrollment term.

Enrolled Affiliate is not eligible to receive the Storage Array and Storage Array support until Microsoft receives an order for the applicable Offering and an executed copy of this Amendment.

Enrolled Affiliate understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Enrolled Affiliate at no additional charge. Microsoft waives any and all entitlement to compensation from Enrolled Affiliate for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Enrolled Affiliate without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Array/s and StorSimple Standard Support shall be for the sole benefit and use of Enrolled Affiliate and not for the personal use or benefit of any individual government employee.

EXHIBIT A

Storage Array and Related Services Terms and Conditions of Use

1. **Shipment and Title.** Shipping terms for orders placed are: (i) FCA (*Incoterms 2010*) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Enrolled Affiliate; and (iii) for shipments outside the United States, Enrolled Affiliate is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Enrolled Affiliate on a No Charge basis and title for the Storage Array and the risk of loss will pass to Enrolled Affiliate upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. Enrolled Affiliate will retain ownership of the Storage Array at the end of the subscription term. The Storage Array will be shipped to the address provided by Enrolled Affiliate using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by the Enrolled Affiliate for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to the Enrolled Affiliate and does not impact any other ship-to (or Tax Address) provided on the Enrollment used for purposes of charging sales tax to the Enrolled Affiliate on purchases made under the Enrollment.
2. **Storage Array Software.** Software that runs in the Storage Array ("Storage Array Software") is licensed to Enrolled Affiliate, not sold. Terms such as "sell" and "purchase" apply only to the extent the Storage Array consists of Storage Array items other than Storage Array Software. By using any Storage Array Software, Enrolled Affiliate agrees to be bound by and abide by the terms of the license. Storage Array Software is licensed to the Enrolled Affiliate in accordance with the license, restrictions and other terms of this Exhibit A.
 - a. **Grant of Rights.** Subject to the terms and conditions herein, Microsoft grants to Enrolled Affiliate a non-exclusive, non-transferable, limited right to: (i) use the Storage Array Software running on the Storage Array and accompanying documentation only in connection with the configuration and operation of the Storage Array, not to be separated or run apart from the Hardware; and (ii) reproduce accompanying documentation as reasonably necessary for such permitted use, provided that Enrolled Affiliate reproduces, unaltered, all proprietary notices on or in such copies. Microsoft reserves all rights not expressly granted in this Exhibit A.
 - b. **Restrictions.** Enrolled Affiliate may not (a) remove any proprietary or copyright notices, labels or marks on or in any copy of Storage Array Software or documentation; (b) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Storage Array Software, or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Storage Array Software (except that the foregoing limitation does not apply to the extent that such activities may not be prohibited under applicable law); (c) use the Storage Array Software for comparisons or "benchmarking" except for Enrolled Affiliate's internal purposes or publish or disclose the results thereof.
 - c. **Certain Third Party Open Source Software.** The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: <http://go.microsoft.com/fwlink/?LinkId=627000>, and is licensed to Enrolled Affiliate in accordance with the applicable open-source licenses.
 - d. **Proprietary Rights.** Except as provided above, the Storage Arrays are offered for sale and are sold by Microsoft subject in every case to the condition that such sale does not convey any

license, expressly or by implication, estoppel or otherwise, under any patent claim with respect to which Microsoft can grant licenses covering complete equipment, or any assembly, circuit combination, method or process in which any such products are used as components. Microsoft expressly reserves all its rights under such patent claims and retains all right, title and interest to the Storage Array Software and all intellectual property rights therein.

- e. **U.S. Government Use.** If Enrolled Affiliate is acquiring the Storage Array (that contains the Storage Array Software) on behalf of any part of the U.S. Government, the following provisions apply. The Storage Array Software and accompanying documentation were developed at private expense and are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Storage Array Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the Terms. Any technical data provided that is not covered by the above provisions is deemed to be "technical data/commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b). Enrolled Affiliate agrees not to export the Storage Array Software in violation of the laws and regulations of the United States or any other nation. Microsoft's direct and indirect licensors of software incorporated into the Storage Array Software are third party beneficiaries of these Terms and these Terms are made expressly for the benefit of, and are enforceable by, Microsoft and such licensors.

- f. **Activation/Consent for Internet-based Services.** Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Enrolled Affiliate's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Enrolled Affiliate is using, and the language code of the Storage Array running the Storage Array Software. StorSimple uses this information to make the Internet-based services available to you. By using the Storage Array and Storage Array Software, Enrolled Affiliate consents to the transmission of this information to Microsoft. For more information, see the Storage Array Software documentation.

- g. **Storage Array Software Updates.** Enrolled Affiliate use of the update service for Storage Array Software will allow you to download available updates manually, or opt-in to receiving updates automatically. Available updates will come from Microsoft or third parties through the Microsoft Update service. The third party, not Microsoft, provides and licenses the third party updates through the update service. Microsoft has no responsibility for updates that come from a third party through the update service. Updates from Microsoft are delivered and licensed to Enrolled Affiliate by Microsoft. Microsoft reserves all rights.

3. Warranty.

- a. **Limited Warranty (the "Limited Hardware Warranty").** Microsoft warrants to Enrolled Affiliate that the Storage Array, including the Hardware, replacement components, and Storage Array Software, will not malfunction due to a defect in materials or workmanship under Normal Use Conditions for a period of ninety (90) days from the date of delivery to the Enrolled Affiliate. If Microsoft has breached the Limited Hardware Warranty with regard to a particular Storage Array, Microsoft will repair or replace it (at Microsoft's election) at no charge. "Normal Use Conditions" means ordinary commercial use according to the online instructions, online manual and/or printed product manual for a particular Product. This is the only warranty Microsoft gives for the Storage Arrays, and Microsoft gives no other guarantee, warranty, or condition. No one else may give any guarantee, warranty, or condition on Microsoft's behalf. **This warranty gives Enrolled Affiliate specific legal rights, and Enrolled Affiliate may also have other rights which vary from state to state. If applicable law gives Enrolled Affiliate any implied warranty, including an implied warranty of merchantability or fitness for a particular purpose, its duration is limited to the ninety (90) day Limited Hardware Warranty period.**

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the foregoing limitation may not apply to Enrolled Affiliate.

- b. **Limitations.** To make a claim under the Limited Hardware Warranty, Enrolled Affiliate must (1) request support for the Storage Array during the Limited Hardware Warranty Term as described below and (2) upon request, provide contract number, Storage Array information, as well as any additional information reasonably requested by Microsoft. The Limited Hardware Warranty only applies if Microsoft has received full payment for the SKU offer that includes the Storage Array for which Enrolled Affiliate is making a claim.

Microsoft is not responsible and the Limited Hardware Warranty does not apply if a Storage Array:

- (i) is damaged by use with products or services not sold or licensed by Microsoft. (Enrolled Affiliate can use third-party product with the Storage Array without voiding the Limited Hardware Warranty; the Limited Hardware Warranty is voided only to the extent that Enrolled Affiliate uses such a third-party device and use of that third-party device causes the harm to the Storage Array);
- (ii) is used for a purpose other than those authorized by Enrolled Affiliate's Enterprise Agreement;
- (iii) is opened, modified, or tampered with (including, for example, any attempt to defeat any Storage Array technical limitation, security, or anti-piracy mechanism, etc.), or its serial number is altered or removed;
- (iv) is damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, etc.), or failure to follow instructions in the instruction manual for the Storage Array;
- (v) is damaged by maintenance or repair being improperly performed by anyone other than Microsoft or a Microsoft authorized vendor;
- (vi) Incurs an issue resulting from or otherwise is attributable to the negligence, misuse, or abuse of the Storage Array by Enrolled Affiliate or its agents;
- (vii) does not comply with any environmental and storage requirements specified by Microsoft that result from Enrolled Affiliate's or its agents act or omission, including without limitation, temperature or humidity ranges; or
- (viii) is used in combination with any non-Microsoft supplied apparatus, data, or programs outside Microsoft's typical, recommended or reasonably anticipated use of the Storage Array within the applicable documentation.

Microsoft does not guarantee that Enrolled Affiliate's use of a Storage Array will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

- c. **Limited Warranty Support.** Microsoft will use reasonable efforts to provide included warranty and support Services in an efficient manner. Enrolled Affiliate must notify Microsoft of any failure to do so perform within ten (10) days after the date on which such failure first occurs, by logging a support request ticket in the Microsoft Azure portal. Microsoft's entire obligation, and Enrolled Affiliate's exclusive remedy, under this warranty will be for Microsoft, at Microsoft's option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts Microsoft is not able to correct the deficiencies, refund the portion of any included Services fee that corresponds to the failure to perform.
- d. **No Other Warranties; Disclaimer.** Except for the Limited Hardware Warranty, the Storage Array is provided as-is and with all faults. Microsoft provides no other express or implied warranties or conditions. Microsoft disclaims any implied representations, warranties, or conditions, including warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, satisfactory quality and non-infringement, as well as any other implied warranties, such as warranties regarding data loss, availability, accuracy, functionality and lack of viruses. These disclaimers will apply except to the extent applicable law does not permit them. Any warranties, guarantees or conditions that cannot be disclaimed as a matter of law last for ninety (90) days from the start of the Limited Hardware Warranty.

- e. **Hazardous Use Restriction.** The Storage Arrays are not designed for use in hazardous environments requiring fail-safe performance, including operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems, or any other system whose failure could lead to injury, death, environmental damage, or mass destruction.
- 4. **Non-Transferability.** If Enrolled Affiliate sells or otherwise transfers any Hardware to any third party, Enrolled Affiliate will either de-install and remove the Storage Array Software from such Hardware prior to sale or transfer, or provide Microsoft with reasonable notice and an opportunity to remove or disable such Storage Array Software prior to any sale or transfer of the Hardware.
- 5. **Indemnification.** Defense of third party claims. Microsoft will defend you, the Enrolled Affiliate, against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Master Agreement regarding defense of third party claims.
- 6. **Limitation of Liability.** WHETHER UNDER ANY WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, THE FOLLOWING WILL APPLY TO MICROSOFT AND ITS AFFILIATES AND ALL STORAGE ARRAYS, STORAGE ARRAY SOFTWARE, AND SERVICES OF MICROSOFT IN ALL CIRCUMSTANCES: (A) MICROSOFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OR INACCURACY OF DATA; AND (B) MICROSOFT'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES IS LIMITED TO AMOUNTS PAID TO MICROSOFT BY ENROLLED AFFILIATE FOR THE PARTICULAR PRODUCTS AND/OR SERVICES WITH RESPECT TO WHICH A CLAIM IS MADE. MICROSOFT HAS AGREED WITH ENROLLED AFFILIATE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO ENROLLED AFFILIATE.
- 7. **U.S. Export Control Laws.** The Storage Arrays are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use, and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.
- 8. **Collection of Diagnostic Information.** Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that an Enrolled Affiliate stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Enrolled Affiliate's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, see <https://www.microsoft.com/en-us/privacystatement/default.aspx>.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(June2015)	CTM	M97	BD
EAEEnrAmend(Indirect)(USGovCloud)(US)(ENG)(Sep2015)	CTM	M306	BD
EnrAmend (RetailDepartmentalMailbox)(WW)(ENG)(Apr2015)	CTM	M133	BD
EnrAmend(GOV SLG USA StorSimple Solution with 8000 series)(WW)(ENG)(Oct2015)	CTM	M333	BD

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Program: Enterprise 6
 Enrollment Number: Renewal
 Quote Number: 0385278.005
 Reseller Name: Dell Inc.
 Reseller Address: One Dell Way
 RoundRock, TX, United States, 78682-7000

Discount Details

Enrolled Affiliate will order the Products identified in the table below. The List Price is the Estimated Retail Price (ERP) per unit for such Products. Resellers pay a net price per unit that is lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the Discount column in the table below. The discount would be lower if it were a percentage of ERP because ERP is higher than net price. Reseller may receive other or additional compensation from Microsoft (e.g., incentives or rebates). Enrolled Affiliate's actual price will be established by a separate agreement between Enrolled Affiliate and its Reseller.

For Ordered Products

Currency	Total Aggregated ERP Price	Aggregated % Discount to Partner Net Pricing
US Dollar	1,442,895	9.72

Discount Transparency Compliance Notes

Note 1: This form must be attached to signature form to be valid.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0385278.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	0	950	-	Yes	User Licenses
OES	35	0	-	No	Device Licenses
Public Facing Shared	34	0	-	No	Device Licenses
Total	69	950			

Products	Enterprise Quantity	OES Quantity	Public Facing Shared Quantity
Office Professional Plus			
Office Professional Plus	-	35	34
Windows Desktop			
Windows Enterprise OS Upgrade	-	35	34
Enterprise Cloud Suite (ECS)			
Enterprise Cloud Suite USL	950	-	-

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	1019	950	950	1019

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

5615147

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

5615147

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Yuba

Contact name* First Paul Last LaValley

Contact email address* plavalley@CO.YUBA.CA.US

Street address* 915 8th Street Suite121

City* Marysville

State/Province* CA

Postal code* 95901-5147

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 530-749-5609

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock

State/Province* TX

Postal code* 78682

Country* USA

Contact name* Government Contract Admin

Phone* 847-465-3700

Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* _____
Printed title* _____
Date* _____

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Agency: County of Yuba Microsoft Enterprise Agreement			
Program Type: Payment Schedule: Billing Currency: Term Of Agreement:	Enterprise Enrollment Annual US Dollar 3 Years (36 Months)	Date: 1/7/2016 Dell Marketing LP 850 Asbury Drive Buffalo Grove, IL 60089 Jeff Khamthansy Jeff.Khamthansy@Dell.com	
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Product Description	Part Number(SKU)	Net Unit Price(USD)	License Quantity	Extended Amount(USD)
OfficeProPlus ALNG SA MVL	269-05704	83.58	35	2,925.30
WinENT ALNG SA MVL	KV3-00368	36.85	35	1,289.75
OfficeProPlus ALNG SA MVL	269-05704	83.58	34	2,841.72
WinENT ALNG SA MVL	KV3-00368	36.85	34	1,252.90
EntCloudSuiteGovFromSA ShrdSvr ALNG SubsvL MVL PerUsr	AAA-11984	236.40	950	224,580.00
CISDataCtr ALNG SA MVL 2Proc	RUD-00938	1,214.78	10	12,147.80
PrtPrforO365 ShrdSvr ALNG SubsvL MVL PerUsr	4ST-00001	195.96	12	2,351.52
SharePointSvr ALNG SA MVL	H04-00268	1,015.54	1	1,015.54
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	ZJQ-00343	2,053.72	12	24,644.64
VisioProforO365 ShrdSvr ALNG SubsvL MVL PerUsr	P3U-00001	101.88	5	509.40
CISStd ALNG SA MVL 2Proc	YJD-01077	250.42	16	4,006.72
SQLSvrStoCore ALNG SA MVL 2Lic CoreLic	ZJQ-00292	535.58	2	1,071.16
VisioProO365GovFromSA ShrdSvr ALNG SubsvL MVL PerUsr	9K4-00003	96.72	5	483.60
AzureStorSimple ShrdSvr ALNG SubsvL MVL MCIGOV	CHZ-00021	60,000.00	1	60,000.00
ExchgOnlnPlan2Gov ShrdSvr ALNG SubsvL MVL PerUsr	3NS-00003	64.08	35	2,242.80
Annual Payment - Year 2				341,362.85
Pricing & Usage Period 3				
Product Description	Part Number(SKU)	Net Unit Price(USD)	License Quantity	Extended Amount(USD)
OfficeProPlus ALNG SA MVL	269-05704	83.58	35	2,925.30
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AzureStorSimple ShrdSvr ALNG Subsvl MVL MCIGOV	CWZ-00021	60,000.00	1	60,000.00
ExchgOnlnPlan2Gov ShrdSvr ALNG Subsvl MVL PerUsr	3NS-00003	64.08	35	2,242.80
Annual Payment - Year 3				341,362.85

Program Signature Form

MBA/MBSA number

000-jorob-s-1043

Agreement number

01E73134

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

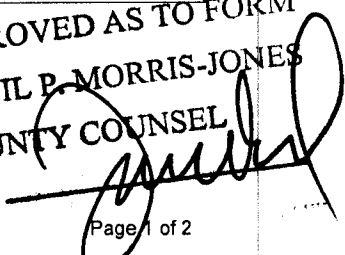
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Discount Transparency Disclosure Form	DTDF (new)
Product Selection Form	0385278.003(new)
Amendment	CSD (new)
Document Description	Document Number or Code)
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Yuba
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Commissioners**Jack Baylis**, President
Los Angeles**Jim Kellogg**, Vice President
Discovery Bay**Richard Rogers**, Member
Santa Barbara**Michael Sutton**, Member
Monterey**Jacque Hostler-Carmesin**, Member
McKinleyvilleSTATE OF CALIFORNIA
Edmund G. Brown Jr., Governor**Fish and Game Commission**Wildlife Heritage and Conservation
Since 1870

(026-0116) Three... - 1 of 18

1416 Ninth Street, Room 4020
Sacramento, CA 95814
(916) 653-4899

www.fgc.ca.gov

026-0116

January 8, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amending sections 265, 353, 360, 361, 362, 363, 364, 364.1 and 472; and adding Section 708.18, Title 14, California Code of Regulations, relating to mammal regulations for the 2016-2017 seasons, which will be published in the California Regulatory Notice Register on January 8, 2016.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Mr. Craig Stowers, Wildlife Branch, phone (916) 445-3553, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

(026-0116) Three... - 2 of 18

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 203, 3960, 3960.2 and 3960.4 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 207, 3960, 3960.2, 3960.4 and 4756 of said Code, proposes to amend sections 265, 353, 360, 361, 362, 363, 364, and 364.1; and add section 708.18 Title 14, California Code of Regulations (CCR), relating to Mammal regulations for the 2016-2017 seasons.

Informative Digest/Policy Statement Overview

265

Amend Section 265, Title 14, CCR, by deleting subsections (d)(1) and (d)(2). The current regulations prohibit the use of treeing switches and GPS collar equipment for dogs used in the taking of mammals. Recent changes to statutes have restricted the use of dogs by hunters to only the taking of wild pigs and deer. The prohibition on the use of treeing switches is therefore unnecessary. Allowing the use of GPS collar equipment will improve a hunter's ability to find and retrieve downed game and lost dogs.

353

Amend Section 353, Title 14, California Code of Regulations (CCR), Methods Authorized for Taking Big Game. The purpose of the proposed amendments is to specifically require compliance with sections 353 and 250.1 when taking big game, and to clarify which cartridges may be used by defining "softnose or expanding projectile."

The current regulations in Section 353, Title 14, CCR, provide method of take restrictions for big game using centerfire cartridges in rifles, pistols and revolvers. The projectiles used in these firearms are required to be "softnose or expanding." However, these words are not defined in the regulation. While "softnose or expanding" is commonly accepted from the standpoint of bullet design and trade industry terminology, some have suggested that it could include frangible bullets. The lack of distinction between projectile types is confusing to hunters and difficult to interpret by law enforcement. Furthermore, frangible bullets are not an efficient and effective means to take big game.

The proposed regulation changes are as follows:

- 1) Add clause to subsection 353(a) specifically making it unlawful to use methods of take or projectiles for big game other than what is authorized in Sections 250.1 and 353;
- 2) Add a new subsection 353(b)(1) to define "softnose or expanding projectile" based upon design and common accepted terminology of mushrooming, bullet diameter increase and bullet weight retention; and
- 3) Add a new subsection 353(b)(2) to clarify that "frangible" bullets are not softnose or expanding projectiles.

360(a)

Existing regulations provide for the number of license tags available for deer in the A, B, C, and D Zones. This regulatory proposal changes the number of tags for all existing zones to a series of ranges presented in the table below. These ranges are necessary because the final number of tags cannot be determined until spring herd data are collected in March/April. Because various environmental factors including severe winter conditions can adversely affect herd recruitment and over-winter adult survival, the final recommended quotas may fall below the current proposed range into the "Low Kill" alternative identified in the most recent Environmental Document Regarding Deer Hunting.

Deer: § 360(a) A, B, C, and D Zone Hunts - Tag Allocations			
§	Zone	Current 2015	Proposed 2016 [Range]
(1)	A	65,000	30,000-65,000
(2)	B	35,000	35,000-65,000
(3)	C	8,150	5,000-15,000
(4)	D3-5	33,000	30,000-40,000
(5)	D-6	10,000	6,000-16,000
(6)	D-7	9,000	4,000-10,000
(7)	D-8	8,000	5,000-10,000
(8)	D-9	2,000	1,000-2,500
(9)	D-10	700	400-800
(10)	D-11	5,500	2,500-6,000
(11)	D-12	950	100-1,500
(12)	D-13	4,000	2,000-5,000
(13)	D-14	3,000	2,000-3,500
(14)	D-15	1,500	500-2,000
(15)	D-16	3,000	1,000-3,500
(16)	D-17	500	100-800
(17)	D-19	1,500	500-2,000

360(b)

Existing regulations provide for the number of deer hunting tags for the X zones. The proposed action changes the number of tags for all existing zones to a series of ranges presented in the table below. These ranges are necessary at this time because the final number of tags cannot be determined until spring herd data are collected in March/April. Because various environmental factors such as severe winter conditions can adversely affect herd recruitment and over-winter adult survival, the final recommended quotas may fall below the current proposed range into the "Low Kill" alternative identified in the most recent Environmental Document Regarding Deer Hunting.

Deer: § 360(b) X-Zone Hunts - Tag Allocations			
§	Zone	Current 2015	Proposed 2016 [Range]
(1)	X-1	775	500-6,000
(2)	X-2	160	50-500
(3)	X-3a	315	100-1,200
(4)	X-3b	795	200-3,000

Deer: § 360(b) X-Zone Hunts - Tag Allocation			
§	Zone	Current 2015	Proposed 2016 [Range]
(5)	X-4	435	100-1,200
(6)	X-5a	75	25-200
(7)	X-5b	50	50-500
(8)	X-6a	320	100-1,200
(9)	X-6b	305	100-1,200
(10)	X-7a	225	50-500
(11)	X-7b	135	25-200
(12)	X-8	210	100-750
(13)	X-9a	650	100-1,200
(14)	X-9b	325	100-600
(15)	X-9c	325	100-600
(16)	X-10	400	100-600
(17)	X-12	680	100-1,200

360(c)

Existing regulations provide for the number of deer hunting tags in the Additional Hunts. The proposed action provides a range of tag numbers for each hunt from which a final number will be determined, based on the post-winter status of each deer herd. These ranges are necessary at this time because the final number of tags cannot be determined until spring herd data are collected in March/April. Because various environmental factors such as severe winter conditions can adversely affect herd recruitment and over-winter adult survival, the final recommended quotas may fall below the current proposed range into the "Low Kill" alternative identified in the most recent Environmental Document Regarding Deer Hunting.

Existing regulations for Additional Hunts G-8 (Fort Hunter Liggett Antlerless Deer Hunt) and J-10 (Fort Hunter Liggett Apprentice Either-Sex Deer Hunt) provide for hunting to begin on October 3 and continue for two (2) consecutive days and reopen on October 10 and continue for three (3) consecutive days, inclusive of the Columbus Day holiday, in order to accommodate for Base operations and other hunt opportunities. The proposal would modify the season to account for the annual calendar shift and move the seasons one week later to eliminate conflicts with elk hunting during the first week of October. The proposal would change the season dates to open on October 8 and October 15, for 3 and 2 consecutive days respectively, and include the Columbus Day holiday, in order to accommodate for Base operations.

Minor editorial changes are necessary to provide consistency in subsection numbering, spelling, grammar, and clarification.

The proposed action changes the number of tags for all existing hunts to a series of ranges as indicated in the table below.

Deer: § 360(c) Additional Hunts - Tag Allocations	
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§	Hunt Number (and Title)	Current 2015	Proposed 2016 [Range]
(1)	G-1 (Late Season Buck Hunt for Zone C-4)	2,710	500-5,000
(2)	G-3 (Goodale Buck Hunt)	35	5-50
(3)	G-6 (Kern River Deer Herd Buck Hunt)	50	25-100
(4)	G-7 (Beale Either-Sex Deer Hunt)	20 Military*	20 Military*
(5)	G-8 (Fort Hunter Liggett Antlerless Deer Hunt)	20 Tags Total* (10 Military & 10 Public)	20 Tags Total* (10 Military and 10 Public)
(6)	G-9 (Camp Roberts Antlerless Deer Hunt)	0	30 Tags Total* (15 Military and 15 Public)
(7)	G-10 (Camp Pendleton Either-Sex Deer Hunt)	250 Military*	250 Military*
(8)	G-11 (Vandenberg Either-Sex Deer Hunt)	200 Military*, DOD and as Authorized by the Installation Commander**	200 Military*, DOD and as Authorized by the Installation Commander**
(9)	G-12 (Gray Lodge Shotgun Either-Sex Deer Hunt)	30	10-50
(10)	G-13 (San Diego Antlerless Deer Hunt)	300	50-300
(11)	G-19 (Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt)	25	10-50
(12)	G-21 (Ventana Wilderness Buck Hunt)	25	25-100
(13)	G-37 (Anderson Flat Buck Hunt)	25	25-50
(14)	G-38 (X-10 Late Season Buck Hunt)	300	50-300
(15)	G-39 (Round Valley Late Season Buck Hunt)	5	5-150
(16)	M-3 (Doyle Muzzleloading Rifle Buck Hunt)	20	10-75
(17)	M-4 (Horse Lake Muzzleloading Rifle Buck Hunt)	5	5-50
(18)	M-5 (East Lassen Muzzleloading Rifle Buck Hunt)	5	5-50

Deer: § 360(c) Additional Hunts - Tag Allocations			
§	Hunt Number (and Title)	Current 2015	Proposed 2016 [Range]
(19)	M-6 (San Diego Muzzleloading Rifle Either-Sex Deer Hunt)	80	25-100
(20)	M-7 (Ventura Muzzleloading Rifle Either-Sex Deer Hunt)	150	50-150
(21)	M-8 (Bass Hill Muzzleloading Rifle Buck Hunt)	20	5-50
(22)	M-9 (Devil's Garden Muzzleloading Rifle Buck Hunt)	15	5-100
(23)	M-11 (Northwestern California Muzzleloading Rifle Buck Hunt)	20	20-200
(24)	MA-1 (San Luis Obispo Muzzleloading Rifle/Archery Either-Sex Deer Hunt)	150	20-150
(25)	MA-3 (Santa Barbara Muzzleloading Rifle/Archery Buck Hunt)	150	20-150
(26)	J-1 Lake Sonoma Apprentice Either-Sex Deer Hunt)	25	10-25
(27)	J-3 (Tehama Wildlife Area Apprentice Buck Hunt)	15	15-30
(28)	J-4 Shasta-Trinity Apprentice Buck Hunt)	15	15-50
(29)	J-7 (Carson River Apprentice Either-Sex Deer Hunt)	15	10-50
(30)	J-8 (Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt)	15	10-20
(31)	J-9 (Little Dry Creek Apprentice Shotgun Either-Sex Deer Hunt)	5	5-10
(32)	J-10 (Fort Hunter Liggett Apprentice Either-Sex Deer Hunt)	75 Tags Total* (15 Military & 60 Public)	85 Tags Total* (25 Military & 60 Public)
(33)	J-11 (San Bernardino Apprentice Either-Sex Deer Hunt)	40	10-50
(34)	J-12 (Round Valley Apprentice Buck Hunt)	10	10-20
(35)	J-13 (Los Angeles Apprentice Either-Sex Deer Hunt)	40	25-100
(36)	J-14 (Riverside Apprentice Either-Sex Deer Hunt)	30	15-75
(37)	J-15 (Anderson Flat Apprentice Buck Hunt)	10	5-30

Deer: § 360(c) Additional Hunts - Tag Allocation			
§	Hunt Number (and Title)	Current 2015	Proposed 2016 [Range]
(38)	J-16 (Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt)	75	10-75
(39)	J-17 (Blue Canyon Apprentice Either-Sex Deer Hunt)	25	5-25
(40)	J-18 (Pacific-Grizzly Flat Apprentice Either-Sex Deer Hunt)	75	10-75
(41)	J-19 (Zone X-7a Apprentice Either-Sex Deer Hunt)	25	10-40
(42)	J-20 (Zone X-7b Apprentice Either-Sex Deer Hunt)	20	5-20
(43)	J-21 (East Tehama Apprentice Either-Sex Deer Hunt)	50	20-80

**Specific numbers of tags are provided for military hunts through a system which restricts hunter access to desired levels and ensures biologically conservative hunting programs.*

***DOD = Department of Defense and eligible personnel as authorized by the Installation Commander.*

361

Existing regulations provide for the number of deer hunting tags for existing area-specific archery hunts. The proposed action changes the number of tags for existing hunts to a series of ranges presented in the table below. These ranges are necessary at this time because the final number of tags cannot be determined until spring herd data are collected in March/April. Because various environmental factors such as severe winter conditions can adversely affect herd recruitment and over-winter adult survival, the final recommended quotas may fall below the current proposed range into the "Low Kill" alternative identified in the most recent Environmental Document Regarding Deer Hunting.

Archery Deer Hunting: § 361(b) - Tag Allocations			
§	Hunt Number (and Title)	Current 2015	Proposed 2016 [Range]
(1)	A-1 (C Zones Archery Only Hunt)	1,945	[150-3,000]
(2)	A-3 (Zone X-1 Archery Hunt)	115	[50-1,000]
(3)	A-4 (Zone X-2 Archery Hunt)	10	[5-100]
(4)	A-5 (Zone X-3a Archery Hunt)	35	[10-300]
(5)	A-6 (Zone X-3b Archery Hunt)	70	[25-400]

Archery Deer Hunting: § 361(b) - Tag Allocations			
§	Hunt Number (and Title)	Current 2015	Proposed 2016 [Range]
(6)	A-7 (Zone X-4 Archery Hunt)	120	[25-400]
(7)	A-8 (Zone X-5a Archery Hunt)	15	[15-100]
(8)	A-9 (Zone X-5b Archery Hunt)	5	[5-100]
(9)	A-11 (Zone X-6a Archery Hunt)	50	[10-200]
(10)	A-12 (Zone X-6b Archery Hunt)	90	[10-200]
(11)	A-13 (Zone X-7a Archery Hunt)	45	[10-200]
(12)	A-14 (Zone X-7b Archery Hunt)	25	[5-100]
(13)	A-15 (Zone X-8 Archery Hunt)	40	[5-100]
(14)	A-16 (Zone X-9a Archery Hunt)	140	[50-500]
(15)	A-17 (Zone X-9b Archery Hunt)	300	[50-500]
(16)	A-18 (Zone X-9c Archery Hunt)	350	[50-500]
(17)	A-19 (Zone X-10 Archery Hunt)	100	[25-200]
(18)	A-20 (Zone X-12 Archery Hunt)	100	[50-500]
(19)	A-21 (Anderson Flat Archery Buck Hunt)	25	[25-100]
(20)	A-22 (San Diego Archery Either-Sex Deer Hunt)	1,000	[200-1,500]
(21)	A-24 (Monterey Archery Either-Sex Deer Hunt)	100	[25-200]
(22)	A-25 (Lake Sonoma Archery Either-Sex Deer Hunt)	35	[20-75]
(23)	A-26 (Bass Hill Archery Buck Hunt)	30	[10-100]
(24)	A-27 (Devil's Garden Archery Buck Hunt)	5	[5-75]

Archery Deer Hunting: § 361(b) - Tag Allocations			
§	Hunt Number (and Title)	Current 2015	Proposed 2016 [Range]
(25)	A-30 (Covelo Archery Buck Hunt)	40	[20-100]
(26)	A-31 (Los Angeles Archery Either-Sex Deer Hunt)	1,000	[200-1,500]
(27)	A-32 (Ventura/Los Angeles Archery Late Season Either-Sex Deer Hunt)	250	[50-300]
(28)	A-33 (Fort Hunter Liggett Late Season Archery Either-Sex Deer Hunt)	50 Tags Total* (25 Military & 25 Public)	50 Tags Total* (25 Military & 25 Public)

* Specific numbers of tags are provided for military hunts through a system which restricts hunter access to desired levels and ensures biologically conservative hunting programs.

362

The current regulation in Section 362, T14, CCR, provides for limited hunting of Nelson bighorn rams in specified areas of the State. The proposed amendments are intended to adjust the number of hunting tags for the 2016 season based on the Department's annual estimate of the population in each of the nine hunt zones. The Department's final recommendations will ensure that the take will be no more than 15 percent of the mature rams estimated in each zone in accordance with Fish and Game Code Section 4902.

Preliminarily, the tag numbers are presented as ranges (e.g., [0 -3]) in the table in subsection 362(d) of the amended Regulatory Text. Final tag quotas for each zone will be identified and recommended to the Fish and Game Commission at the April 14, 2016, adoption hearing.

363

Amend Section 363, Pronghorn Antelope, Title 14, California Code of Regulations (CCR).

In accordance with management goals and objectives, and in order to maintain hunting quality, tag quotas for Pronghorn Antelope hunts need to be adjusted annually. Current regulations specify the number of pronghorn antelope hunting tags for the 2015 season. This proposed regulatory action will amend subsection 363(m) providing the number of tags for hunting in 2016.

Preliminarily, the tag numbers are presented as ranges (e.g., [0-3]) in the table in subsection 363(m) of the amended Regulatory Text. Final tag quotas for each zone will be identified and recommended to the Fish and Game Commission at the April 14, 2016, adoption hearing.

Other minor changes to the regulatory text to reduce redundancy, improve accuracy and clarity are proposed.

364

Existing regulations in Section 364, Title 14, CCR, specify elk license tag quotas for each hunt. In order to achieve elk herd management goals and objectives and maintain hunting quality, it is periodically necessary to adjust quotas, seasons, hunt areas and other criteria, in response to dynamic environmental

and biological conditions. The proposed amendments to Section 364 will establish (026-0116) Three... - 10 of 18
each hunt adjusting for annual fluctuations in population number, season dates and tag distribution.

The complete amended text is found in the amended Regulatory Text of Section 364 with the Initial Statement of Reasons.

Proposed Amendments:

- The current Elk Hunt regulations in Title 14, Section 364, are overly long and the format makes it difficult to navigate to find pertinent hunting information. The Department of Fish and Wildlife (Department) is recommending placing a substantial amount of information from Section 364 in a Table to improve the hunting regulations and make them more user-friendly.
- In order to achieve appropriate harvest levels and maintain hunting quality it is necessary to annually adjust quotas (total number of tags) in response to dynamic environmental and biological conditions. Section 364 regulations specify elk license tag quotas for each hunt in accordance with management goals and objectives.
- Remove, Amend, and Establish New Hunt Areas. The Department is recommending changes to the Hunt Areas as described in amended subsections 364(a)(1) through (d)(20).
- Add New Opportunities for Specialized Hunts. The Department makes many different specialized hunts available to the public including Archery, Muzzleloader, and Apprentice hunts. Because of the new areas added, some new opportunities will be made available.
- Modify Season Dates and Hunt Periods. The Department makes many different times and seasons of the year available to the public. In order to provide opportunity for hunters, the Department modifies the calendar day for the start of individual hunts and the number of days of hunting. The new Table sets forth the recommended days for each hunt.
- Modifications to Hunt Area Special Conditions.
- Current regulations require a hunter orientation in certain hunt areas prior to hunting. This requirement is not necessary in most areas since all pertinent information is sent to the successful tag purchaser (hunter) along with their tag. Tag holders are also provided contact numbers for local Department employees to answer any additional questions. Where required, the Special Conditions appear in regulation with the hunt area description. Special Conditions for hunting on military installations appear in new subsections (p) Fort Hunter Liggett Special Conditions; and, (q) Camp Roberts Special Conditions.

Minor Editorial Changes are proposed to improve clarity and reduce redundancy.

364.1

Current regulations in Section 364.1, SHARE Elk Hunts, T14, CCR, specify elk tag quotas for each hunt area. In order to achieve elk herd management goals and objectives and maintain hunting quality, it is periodically necessary to adjust quotas in response to dynamic environmental and biological conditions. In conjunction with proposed amendments to Section 364, Elk, which will delete, amend and add hunt areas, it is necessary to similarly amend Section 364.1 for consistency.

Preliminary tag quota ranges are indicated pending final 2016 tag allocations in accordance with elk management goals and objectives. Survey data collected between October 2015, and March 2016, will be the basis for the final tag numbers recommended to the Commission at the April 2016 adoption hearing. The quota ranges for 2016 elk tags are indicated in the proposed Regulatory Text.

The complete Table and text is found in the attached proposed Regulatory Text of Section 364.1.

708.18

Existing regulations in Section 708, T14, CCR specify procedures and conditions for returning or exchanging big game tags and refunding tag fees but do not identify similar procedures to allow the return of big game fund raising tags sold by qualifying non-governmental organizations at auction.

This proposal would add Subsection 708.18 to establish regulations which allow the return of the purchase price for fund raising tags. The new provisions set forth a few possible circumstances beyond the control of the holder under which, by example, the tag holder may not be able to use the FRT. These include, but are not limited to, illness, military deployment, and hunt area closure (i.e., fire, etc.). However, the request to return the tag must be made in writing to the Department, at least ten business days before the start of the season. If possible, the returned FRT will be made available for purchase by the next highest bidder(s).

Benefits of the regulations

Sections

265	The regulation eliminates unnecessary language regarding the prohibition on the use of treeing switches; and, permits GPS equipped collars increasing the hunter's ability to find and retrieve downed wild pigs and deer as well as lost dogs.
353	The Commission anticipates benefits to the health and welfare of California residents and benefits to the State's environment because the proposed regulation assists the Department in the sustainable management of California's big game populations.
360 - 361	The deer herd management plans specify objective levels for the proportion of bucks in the herds. These ratios are maintained and managed in part by annually modifying the number of hunting tags. The final values for the license tag numbers will be based upon findings from the annual harvest and herd composition counts.
362	The Nelson Bighorn Sheep management plans specify objective levels for the herds. These ratios are maintained and managed in part by annually modifying the number of tags. The final values for the license tag numbers will be based upon findings from the population surveys.
363	The management plans specify objective levels for the herds. These ratios are maintained and managed in part by annually modifying the number of tags. The final values for the license tag numbers will be based upon findings from the population surveys.
364 - 364.1	The proposed regulations will contribute to the sustainable management of elk populations in California. Existing elk herd management goals specify objective levels for the proportion of bulls in the herds. These ratios are maintained and managed in part by annually modifying the number of tags. The final values for the license tag numbers will be based upon findings from annual harvest and herd composition counts where appropriate.
708.18	The Commission anticipates benefits to the health and welfare of California residents and benefits to the State's environment because the proposed regulations assist the Department in the sustainable management of California's natural resources.

Non-monetary benefits to the public

All Sections in this Notice	The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.
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Sections

- 265, 353,
360, 361
- The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate deer hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to deer tag allocations are consistent with Sections 360, 361, 701, 702, 708.5 and 708.6 of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations. The proposed amendments are consistent with federal laws.
- 362
- The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate Nelson Bighorn Sheep hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to Nelson Bighorn Sheep tag allocations are consistent with the provisions of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.
- 363
- The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate pronghorn antelope hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to pronghorn antelope tag allocations are consistent with the provisions of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.
- 364 - 364.1
- The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate elk hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to elk tag allocations are consistent with Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.
- 708.18
- The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate big game hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to the refund of the price of unused fund raising tags to be consistent with the provisions of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building Auditorium, 1416 Ninth Street, Sacramento, California, on Thursday, February 11, 2016 at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Flamingo Conference Resort & Spa, 2777 Fourth Street, Santa Rosa, CA 95405, California, on Thursday, April 14, 2016, at 8:30 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted at the address given below or by e-mail to FGC@fgc.ca.gov. Written comments mailed or e-mailed to the Commission office, must be received before 12:00 noon on April 12, 2016. All comments must be received no later than April 14, 2016, at the hearing location listed above. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-

2090, phone (916) 653-4899. Please direct requests for the above mentioned document (026-0116) Three... - 13 of 18 concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Roger Bloom, Department of Fish and Wildlife, phone (916) 445-3777, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the various rulemaking documents are also available on the Fish and Game Commission website at <http://www.fgc.ca.gov>."

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States.

Sections

- 265 The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. Removing outdated prohibitions on treeing switches and GPS collars are not anticipated to affect current levels of hunting effort for species that can legally be pursued with dogs.
- 353 The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed action adds definitions to method of take regulations for big game in order to clarify regulations for law enforcement and legal applications, and eliminate possible confusion on the part of hunters. The proposal is economically neutral to business.
- 360(a), 360(b), 360(c), 361, 362, 363, 364, 364.1, 708.18 The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed action adjusts tag quotas for existing deer hunts. Given the number of tags available and the area over which they are distributed, these proposals are economically neutral to business.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

Sections

265,
353,360(a),
360(b), 360(c),
361, 362, 363,
364, 364.1

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The Commission anticipates benefits to the State's environment in the sustainable management of natural resources.

The proposed action will not have significant impacts on jobs or business within California and does not provide benefits to worker safety.

708.18

(in addition to the statement above) The Commission does expect a small benefit to the State's environment because the proceeds of the sale of the fund raising tags are deposited to the Big Game Management Account established by the Legislature in Fish and Game Code Section 3953 for the sustainable management of the state's big game resources. The refund process, and subsequent re-sale of the tag, assures hunters that the money spent is worthwhile and without risk.

(c) Cost Impacts on Private Persons.

All Sections in this Notice

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State

All Sections in this Notice

None.

(e) Other Nondiscretionary Costs/Savings to Local Agencies:

All Sections in this Notice

None.

(f) Programs Mandated on Local Agencies or School Districts

All Sections in this Notice

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed under Part 7 (commencing with Section 17500) of Division 4:

All Sections in this Notice

None.

(h) Effect on Housing Costs

All Sections in this Notice

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Sonke Mastrup
Executive Director

Dated: December 15, 2015

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Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

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Fish and Game Commission



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CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINDINGS

Tricolored Blackbird (*Agelaius tricolor*)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2074.2 of the Fish and Game Code, the California Fish and Game Commission, at its December 10, 2015, meeting in San Diego, California, accepted for consideration the petition submitted to list the tricolored blackbird as an endangered species. Pursuant to subdivision (e)(2) of Section 2074.2 of the Fish and Game Code, the Commission determined that the amount of information contained in the petition, when considered in light of the Department of Fish and Wildlife's written report, the comments received, and the remainder of the administrative record, would lead a reasonable person to conclude there is a substantial possibility the requested listing could occur.

Based on that finding and the acceptance of the petition, the Commission is also providing notice that the aforementioned species is a candidate species as defined by Section 2068 of the Fish and Game Code.

Within one year of the date of publication of this notice of findings, the Department of Fish and Wildlife shall submit a written report, pursuant to Section 2074.6 of the Fish and Game Code, indicating whether the petitioned action is warranted. Copies of the petition, as well as minutes of the December 10, 2015 Commission meeting, are on file and available for public review from Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, California 95814, phone (916) 653-4899. Written comments or data related to the petitioned action should be directed to the Commission at the aforementioned address.

Fish and Game Commission

December 29, 2015

Sonke Mastrup
Executive Director

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Richard Rogers, Member
Santa Barbara
Michael Sutton, Member
Monterey
Jacque Hostler-Carmesin, Member
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Since 1870

(026-0116) Three... - 17 of 18

1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899

www.fgc.ca.gov

RECEIVED

JAN 07 2016

January 4, 2016

Clerk/Board of Supervisors

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Findings regarding the tricolored blackbird which will be published in the California Regulatory Notice Register on January 8, 2015.

Sincerely,


Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
Jack Baylis, President
Los Angeles
Vacant, Vice President
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

(026-0116) Three... - 18 of 18

(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

RECEIVED

JAN 11 2016

Clerk/Board of Supervisors

January 5, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

At its February 11, 2016, meeting, the Fish and Game Commission (Commission) will determine which options to include in its notice of proposed changes to the Klamath River Basin sport fishing regulations for 2016.

In April 2015, the Commission adopted changes to the Klamath River Basin sport fishing regulations, including seasons, bag limits, possession limit, a prohibition on catch and release fishing of legally caught salmon in the Klamath River spit area, and closures to all fishing in the Klamath River between June 15 and September 14 from 500 feet above to ½ mile downstream of the mouth of Blue Creek and from September 15 to December 31 within 500 feet of the mouth of Blue Creek.

The Commission is interested in receiving your specific recommendations concerning the fishing closures at the mouth of Blue Creek or any other specific recommendations concerning Klamath River Basin sport fishing. You may submit your recommendation in writing to the letterhead address or to FGC@fgc.ca.gov, and are not required to use the Commission's regulation change petition form. **Written recommendations are requested by 5:00 p.m. on January 28, 2016, but must be received by noon on February 5, 2016.**

While the Commission will also accept recommendations presented in person at its February 11, 2016, meeting, early submittal of recommendations is most effective.

The Department of Fish and Wildlife (Department) is also holding a public meeting on this subject on January 12, 2016, from 5:30 to 7:30 p.m. at the Del Norte County Board of Supervisors Chambers, in Crescent City, CA. Please check the Department's Public Meetings and Notices web page (<https://www.wildlife.ca.gov/Notices>) for information regarding the Department's public meeting.

If you would like to receive future notices electronically regarding the proposed Klamath River Basin sport fishing regulations, please sign up on the Commission's list serve via the Commission's website at www.fgc.ca.gov.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst



State Water Resources Control Board

**NOTICE OF PETITIONS FOR TEMPORARY CHANGE
INVOLVING THE TRANSFER OF 76,069 ACRE-FEET OF WATER
UNDER A LICENSE AND VARIOUS PERMITS OF THE U.S. BUREAU OF RECLAMATION**

On December 15, 2015, the U.S. Bureau of Reclamation (Reclamation) filed petitions for temporary change to transfer up to 76,069 acre-feet (af) of water pursuant to California Water Code section 1725 et seq. This transfer will involve redirection at Patterson Irrigation District and Banta-Carbona Irrigation District of flows dedicated for instream use pursuant to the existing terms and conditions of the subject water right license and permits. Implementation of the transfer is authorized and directed by, and would be implemented in accordance with the San Joaquin River Restoration Settlement Act. Temporary changes involving a transfer of water may be in effect for one year from the date of approval.

Reclamation's petitions and related project information can be viewed at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/index.shtml

Reclamation's License and Permits Subject to Temporary Change

Application Number	License (L) or Permit (P) Number	Description
23	1986 (L)	Friant Project
234	11885 (P)	Friant Project
1465	11886 (P)	Friant Project
5638	11887 (P)	Friant Project

Pursuant to California Water Code section 1726(f), any interested person may file a comment regarding the petitions. **Comments filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on January 25, 2016.**

Send comments to both:

Patricia Fernandez
State Water Resources Control Board
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000
patricia.fernandez@waterboards.ca.gov

Bob Colella
U.S. Bureau of Reclamation
Mid-Pacific Region, MP-440
2800 Cottage Way
Sacramento, CA 95825-1898
rcolella@usbr.gov

For more information regarding this matter please contact Patricia Fernandez at (916) 319-9141 or by email at patricia.fernandez@waterboards.ca.gov.

Date of Notice: January 8, 2016

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov

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**Pacific Gas and
Electric Company**

RECEIVED

JAN 11 2016

Clerk/Board of Supervisors

(028-0116) Two n... - 1 of 11

Mark Stewart
Electric FERC Lic. Coordinator
4636 Missouri Flat Rd.
Placerville, CA 95667
Tel: (530) 621-4100
Email: M9S5@pge.com

November 10, 2015

SUBJECT: Camp Far West Transmission Line Project
FERC Project No. 10821
Information Request for Relicensing Pre-Application Document

Dear Potentially Interested Party:

Pacific Gas and Electric Company (PG&E) is preparing to relicense its Camp Far West Transmission Line Project, Federal Energy Regulatory Commission (FERC) Project Number 10821 (Project). The Project is located in Yuba and Placer counties, California. The Project includes: an approximately 11-mile long, 60 kilovolt (kV) transmission line which runs from the Camp Far West Power Plant to a point of interconnection with the Smartville-Nicolaus No.1 60-kV transmission line at Beale Air Force base. The existing FERC Project traverses a mix of tribal, county, federal and private lands. Attachment A includes a figure of the Project.

The initial license for the Project was issued by FERC to South State Water District (SSWD) on April 16, 1981, and transferred to PG&E on April 2, 1991. Sometime before or on June 30, 2016, PG&E will file with FERC a Notice of Intent to File an Application for a New License (NOI).

The purpose of this letter is to:


- notify potentially interested governmental agencies, non-governmental organizations (NGOs), and individuals of the upcoming relicensing proceeding; and
- request your help in identifying existing, relevant and reasonably available information that describes the existing environment near the Project and known potential impacts/issues related to the Project.

The information you provide will be useful in PG&E's preparation of a Pre-Application Document (PAD) that will be filed with FERC at the same time PG&E files its NOI. The PAD will provide to FERC and potentially interested parties existing, relevant and reasonably available information pertaining to the Project. This information assists in the identification of issues and related information needs, development of study requests, and preparation of documents analyzing the license application that PG&E expects to file with FERC by June 30, 2019.

You have been identified as possible source of information for the PAD. To help ensure that information you may have is available for inclusion in the PAD, **PG&E requests that you complete the attached PAD Information Questionnaire to the best of your ability, and return the completed questionnaire in the enclosed, stamped envelope addressed to PG&E's relicensing consultant, HDR, within 45 days of receipt of this letter.**

I want to thank you in advance for helping identify information that meets the criteria for inclusion in the PAD. We appreciate your assistance and look forward to your participation in the relicensing. If you have any questions about this request, please contact me at PG&E or Randy Olden of HDR, at (916) 679-8749 or email him at randy.olden@hdrinc.com.

Sincerely,



Mark Stewart
Electric FERC Lic. Coordinator
Pacific Gas and Electric Company

Attachment: Pre-Application Document Information Questionnaire

cc: Randy Olden, HDR

PRE-APPLICATION DOCUMENT INFORMATION QUESTIONNAIRE

Pacific Gas and Electric Company (PG&E) is preparing to relicense its Camp Far West Transmission Line Project, Federal Energy Regulatory Commission (FERC) Project Number 10821 (Project). The Project is located in Yuba and Placer counties, California. The Project consists of an approximately 11-mile long 60 kilovolt (kV) transmission line, which runs from the Camp Far West Power Plant to a point of interconnection with the Smartville-Nicolaus No. 1 60 kV transmission line at Beale Air Force base. The existing FERC Project traverses a mix of private, county, tribal and federal lands. Attachment A includes a map figure of the Project. The initial license for the Project was issued by FERC to South State Water District (SSWD) on April 16, 1981. However, FERC required that the license be held by the owner and operator of the transmission line, and the license was transferred to PG&E on April 12, 1991. Sometime before or on June 30, 2016, PG&E will file with FERC a Notice of Intent to File an Application for a New License (NOI).

PG&E is preparing a Pre-Application Document (PAD) that provides FERC and other parties that may be interested in the Camp Far West Transmission Line Project relicensing with existing, relevant and reasonably available information pertaining to the Project to help identify issues and related information needs, develop study requests, and prepare documents analyzing potential Project effects. PG&E will file the PAD with FERC at the same time PG&E files its NOI.

PG&E respectfully requests that you complete this PAD Information Questionnaire to the best of your ability to help identify: 1) sources of existing, relevant and reasonably available information; 2) known or potential adverse impacts or issues associated with the construction, operation and maintenance of the Project; and 3) the potential need for information gathering and/or studies.

1. Information about person completing the PAD Questionnaire:

Name & Title:	
Organization:	
Address:	
Bus. Phone:	
Cell Phone:	
Email Address:	

2. Do you or your organization know of existing, relevant and reasonably available information that describes the existing environment or potential impacts of the Camp Far West Transmission Line Project?

☐ Yes (If yes, please complete 2a thru 2f.) ☐ No (If no, please go to 3.)

a. If yes to Question 2, please check the box(es) to indicate the specific resource areas(s) that the information relates to:

- | | |
|---|---|
| <input type="checkbox"/> Geology and soils | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Water quantity and quality | <input type="checkbox"/> Land use |
| <input type="checkbox"/> Fish and aquatic resources | <input type="checkbox"/> Aesthetic resources |
| <input type="checkbox"/> Wildlife resources | <input type="checkbox"/> Cultural resources |
| <input type="checkbox"/> Botanical resources | <input type="checkbox"/> Socio-economic resources |
| <input type="checkbox"/> Wetlands, riparian and littoral habitat | <input type="checkbox"/> Tribal resources |
| <input type="checkbox"/> Species Protected under the Endangered Species Act | <input type="checkbox"/> Other resource information |

- b. *Please briefly describe the information or list available documents: (Additional information may be provided on sheet 5 of this questionnaire.)*

- c. *Where can PG&E obtain this information?*

- d. *Please indicate whether there is a specific representative you wish to designate for a potential follow-up contact by a PG&E representative for the resource area(s) checked above: (Additional information may be provided on sheet 5 of this questionnaire.)*

Representative Contact Information:

Name & Title:	
Organization:	
Address:	
Phone:	
Cell Phone:	
Email Address:	
Resource Area(s)	

Representative Contact Information

Name & Title:	
Organization:	
Address:	
Phone:	
Cell Phone:	
Email Address:	
Resource Area(s)	

e. Based on the specific resources listed in 2a, are you aware of any specific issues pertaining to the identified resource area(s)? (Additional information may be provided on sheet 5 of this questionnaire.)

☐ Yes (Please list specific issues below.)

☐ No

Resource Area	Project	Specific Issue

f. Based on the resource issues identified in 2e, are you aware of any potential studies or information needs associated with the identified issues? (Additional information may be provided on sheet 5 of this questionnaire.)

☐ Yes (Please list potential studies or information needs below.)

☐ No

Resource Area	Project	Potential Studies or Information Needs

3. Do you or your organization plan to participate in PG&E's Camp Far West Transmission Line Project relicensing?

☐ Yes

☐ No

Comments

[illegible]

To allow for any follow-up contacts that may be needed by a PG&E representative, within 30 days please return this completed PAD Questionnaire in the enclosed, stamped envelope to:

HDR, Inc.
ATTN: Randy Olden
2379 Gateway Oaks Drive
Suite 200
Sacramento, CA 95833

Alternatively, you may fax this completed PAD Questionnaire to:

ATTN: Randy Olden
HDR, Inc.
Fax: (916) 679-8711

or email a *.pdf copy of the completed PAD Questionnaire to:

randy.olden@hdrinc.com

Not responding within 45 days of the date of this letter will indicate that you are not aware of any existing, relevant, and reasonably available information that describes that existing environment or known potential impacts of PG&E's Camp Far West Transmission Line Project.

Thank you for your consideration.

[illegible]

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JAN 11 2016



**Pacific Gas and
Electric Company**

Clerk/Board of Supervisors

Mark Stewart
Electric FERC Lic. Coordinator
4636 Missouri Flat Rd.
Placerville, CA 95667
Tel: (530) 621-4100
Email: M9S5@pge.com

November 23, 2015

SUBJECT: Camp Far West Transmission Line Project
FERC Project No. 10821
Information Request for Relicensing Pre-Application Document
Attachment A – Project Map

Dear Potentially Interested Party:

On November 10th, you were sent via US Mail, a questionnaire requesting information that may be relevant to the Pacific Gas and Electric Company (PG&E) Camp Far West Transmission Line Project relicensing process. The questionnaire and letter referenced an Attachment A, Project Map, which was mistakenly not included in the mailing. Included in this mailing is the map figure, Attachment A, detailing the geographic extent of the Project transmission line.

We appreciate your assistance and look forward to your participation in the relicensing. If you have any questions, please contact me at PG&E or Randy Olden of HDR, at (916) 679-8749 or email him at randy.olden@hdrinc.com.

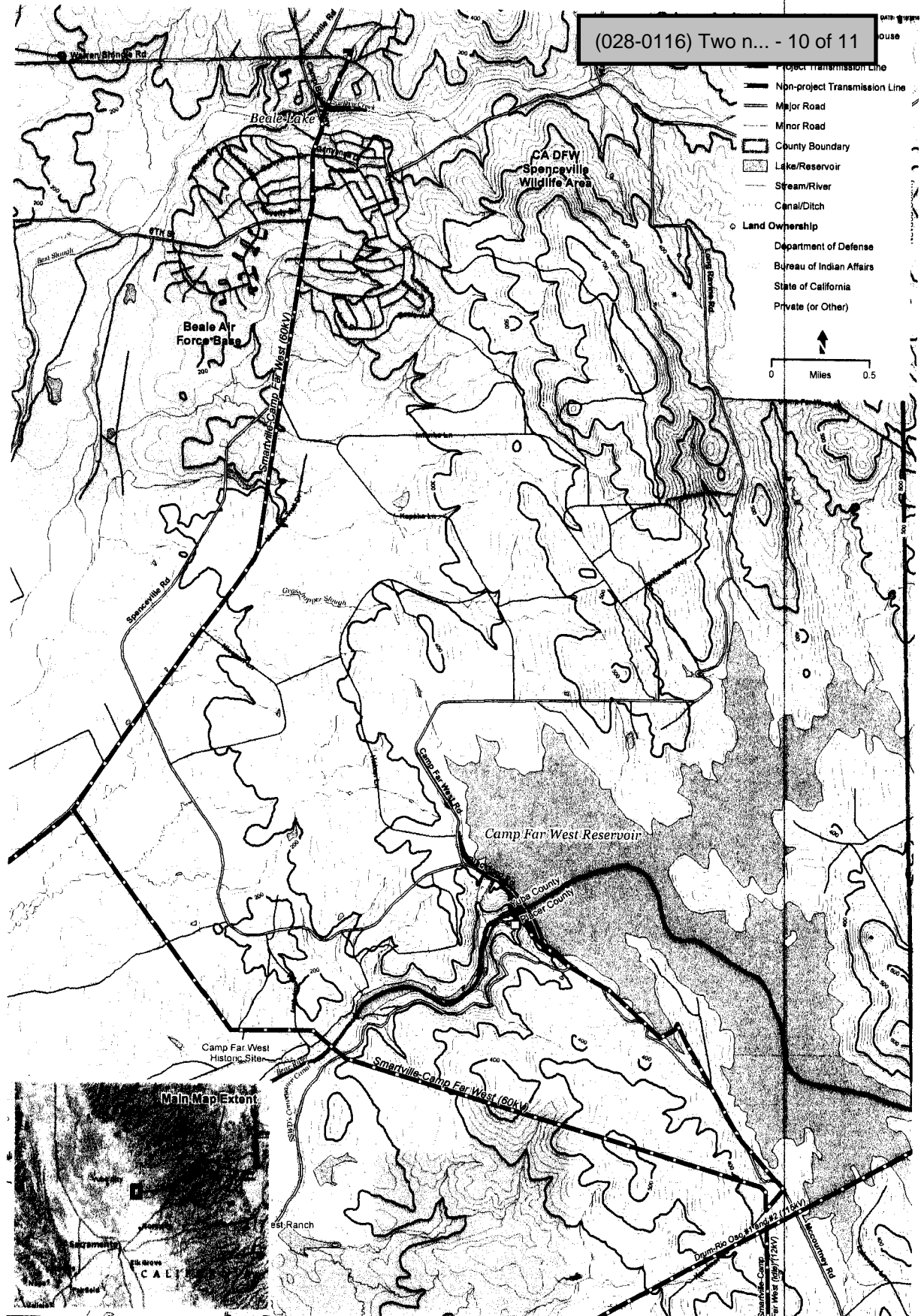
Sincerely,

A handwritten signature in cursive script that reads "Mark Stewart".

Mark Stewart
Senior Distribution Specialist
Pacific Gas and Electric Company

Attachment: Attachment A - Project Location Map

cc: Randy Olden, HDR



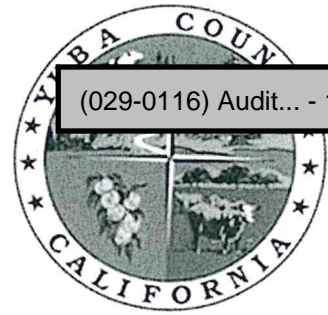
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The County of Yuba

Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us



(029-0116) Audit... - 1 of 41

January 14, 2016

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the five year(s) specified:

LINDA COUNTY WATER DISTRICT

JUNE 30, 2015

Yours truly,

A blue ink signature of C. Richard Eberle, written in a cursive style.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Filed Copy

P.O. Box 160
Lincoln, CA 95648
Office (916) 434-1662
Fax (916) 434-1090

December 29, 2015

Board of Directors
Linda County Water District
Marysville, CA

Dear Ladies and Gentlemen,

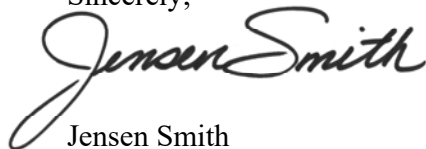
The audit went smoothly again this year. As you can see from the reports, there were no findings noted in the audit report.

In planning and performing our audit of the financial statements of Linda County Water District for the year ended June 30, 2015, we considered the District's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

We previously reported on the District's internal control in our report dated December 29, 2015. This letter does not affect our reports dated December 29, 2015, on the financial statements or internal control of the District.

We want to thank your staff for their assistance in completing this audit. We wish you the best for the current year.

Sincerely,



Jensen Smith
Certified Public Accountants, Inc.

**LINDA COUNTY WATER DISTRICT
FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2015**

BOARD OF DIRECTORS

KEITH WHITAKER – PRESIDENT
GORDON STEVENS – VICE PRESIDENT
JOAN SAUNDERS – DIRECTOR
JOHN MCALEER – DIRECTOR
RUTH ARMSTRONG - DIRECTOR

DISTRICT GENERAL MANAGER

DOUGLAS W. LOFTON

DISTRICT ACCOUNTANT

TERRI THOMPSON

**LINDA COUNTY WATER DISTRICT
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JUNE 30, 2015**

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P.O. Box 160
Lincoln, CA 95648
Office (916) 434-1662
Fax (916) 434-1090

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Linda County Water District
Marysville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities, and each major fund, of the Linda County Water District (the District), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial

statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, and each major fund of the District, as of June 30, 2015, and the respective changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America and with the California State Controller's Minimum Audit Requirements and Reporting Guidelines for Special Districts.

Other Matters

Required Supplementary Information

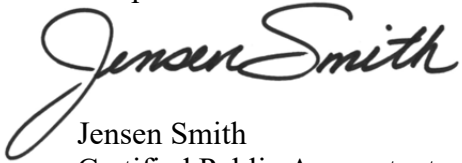
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information and CalPERS schedules on pages 4 through 6 and 26 to 29 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The statistical section schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The statistical section schedules (comparative results of operations; comparative financial condition and schedule of operating statistics) have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2015, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Jensen Smith". The signature is written in a cursive, flowing style.

Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California
December 29, 2015

**LINDA COUNTY WATER DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2015**

(029-0116) Audit... - 8 of 41

As management of the Linda County Water District, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2015. The management's discussion and analysis is designed to: 1) assist the reader in focusing on significant financial issues, 2) provide an overview of the District's financial activity, and 3) identify changes in the District's financial position. Please read and review it in conjunction with the District's financial statements and accompanying notes.

FINANCIAL HIGHLIGHTS

- The District continued projects to expand and upgrade its wastewater treatment plant facilities, in order to comply with new state regulations.
- The District's net position for our business-type activities decreased for this year. All of the decrease was due to a \$2,155,410 reduction in net position as a result the new GASB 68 reporting requirements. There was an increase in net position as a result of this year's utility operations by \$840,125.
- During the year, the District had operating revenues of \$5.274 million, or an 8.11 percent decrease over the prior year. The District's operating expenses remained constant, at over \$4.369 million.
- The \$944,830 that the District collected in water and sewer hook-up fees this year was approximately \$360,000 less than the prior year. The amount of residential hook-up fees collected is expected to increase over the short term.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position provide information about the activities of the District as a whole and also present the District's operations in more detail by providing information about the District's two business-type operations.

Reporting the District as a Whole and Its Significant Funds

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in it. You can think of the District's net position—the difference between assets and liabilities—as one way to measure the

**LINDA COUNTY WATER DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2015**

(029-0116) Audit... - 9 of 41

District's financial health, or financial position. Over time, increases or decreases in the District's net position are indicative of whether its financial health is improving or deteriorating. It must be kept in mind however, that the utility hookup fees that are collected go into reserved cash accounts for use in building future District capital facilities. These fees therefore should be deducted from the increase in net position to determine the growth in assets attributable to regular utility operations. You will need to consider other nonfinancial factors also, such as proposed or potential mandates by the State Water Quality Control Board, to assess the overall health of the District.

District Significant Funds

- **Proprietary Funds**—When the District charges customers for the services it provides, these services are reported as proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position. In fact, the District's proprietary funds are the same as the business-type activities we report in the government-wide statements but provide more detail and additional information, such as cash flows.

Comparative operations and financial condition information for the District's two proprietary funds is presented in the supplementary information section of this report.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At June 30, 2015, the District had \$65.9 million invested in water and sewer utility capital assets. This amount represents a \$1.29 million increase over the prior year.

A schedule of all fixed asset changes in the water and sewer funds over the past year is presented in the notes to the financial statements.

Debt

At June 30, 2015, the District owed \$24,439,565 to the State Water Resources Control Board for the construction of the wastewater treatment plant expansion and upgrade. The District began making annual payments on April 1, 2013. The loan agreement calls for repayment over a thirty year period, with interest calculated annually at one percent. The District has a contract with the City of Marysville to receive a total of \$12,300,600 over the same thirty years, at one percent interest annually to cover Marysville's calculated thirty-six percent interest in the new wastewater treatment plant. Marysville pays \$476,625 to the District annually under the agreement, which calls for the District to provide wastewater treatment services to the City of Marysville.

**LINDA COUNTY WATER DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2015**

(029-0116) Audit... - 10 of 41

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The District levies monthly charges for water and sewer service provided to its customers. The monthly charges reflect the costs to the District of providing the services, including the costs of operation, maintenance, repair and replacement of facilities, equipment, materials, supplies, and associated labor and administrative costs.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, customers and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have any questions about this report or need additional information, contact the District General Manager, 1280 Scales Avenue, Marysville, California 95901.

**LINDA COUNTY WATER DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2015**

(029-0116) Audit... - 11 of 41

			TOTAL BUSINESS-TYPE ACTIVITIES/ ENTERPRISE FUNDS
ASSETS AND DEFERRED OUTFLOWS	WATER	SEWER	
Current Assets:			
Cash and cash equivalents	\$ 168,294	\$ 102,908	\$ 271,202
Unreserved cash - L.A.I.F.	3,879,420	2,433,449	6,312,869
Receivable - City of Marysville	-	964,656	964,656
Accounts receivable:			
Utility accounts receivable - Net	105,546	94,100	199,646
Prepaid insurance	36,888	53,737	90,625
Total Current Assets	4,190,148	3,648,850	7,838,998
Noncurrent Assets:			
Reserved cash - L.A.I.F.	4,056,638	11,845,051	15,901,689
Loan Receivable - City of Marsville - net of current	-	10,864,765	10,864,765
Depreciable capital assets - net	7,602,291	40,236,261	47,838,552
Land	314,766	377,188	691,954
Deferred outflows from pensions	44,798	67,196	111,994
Total Noncurrent Assets	12,018,493	63,390,461	75,408,954
Total Assets and Deferred Outflows	16,208,641	67,039,311	83,247,952
LIABILITIES, DEFERRED INFLOWS, AND NET POSITION			
Current Liabilities:			
Trade accounts and payroll payable	130,798	723,979	854,777
Accrued interest payable	-	60,932	60,932
Matured bond interest payable	37	738	775
Customer and developer deposits	342,907	122,193	465,100
Current portion - contact payable - US Bank	1,092	1,092	2,184
Current portion - note payable - SWRCB	-	792,342	792,342
Reserved for delinquent accounts	1,954	4,745	6,699
Total Current Liabilities	476,788	1,706,021	2,182,809
Noncurrent Liabilities:			
Contract payable - US Bank - net of current portion	419	418	837
Note payable - State Water Resources Control Board	-	23,647,223	23,647,223
Compensated absences	59,902	46,665	106,567
Developer fees	1,996,206	3,179,820	5,176,026
Net pension liability	810,889	1,216,333	2,027,222
Total Noncurrent Liabilities	2,867,416	28,090,459	30,957,875
Total Liabilities	3,344,204	29,796,480	33,140,684
Deferred Inflows of Resources			
Deferred inflows from pension	121,132	181,699	302,831
NET POSITION			
Investment in capital assets, net of related debt	7,917,057	16,059,473	23,976,530
Unrestricted	4,826,248	21,001,659	25,827,907
Total Net Position	\$ 12,743,305	\$ 37,061,132	\$ 49,804,437

WWTP = Waste Water Treatment Plant

L.A.I.F. = Local Agency Investment Fund

See accompanying notes.

LINDA COUNTY WATER DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND N
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2015

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	WATER	SEWER	TOTAL BUSINESS-TYPE ENTERPRISE FUNDS
OPERATING REVENUES			
Charges for services	\$ 1,296,932	\$ 3,031,833	\$ 4,328,765
Hookups- installation, extension and annexation charges	404,949	539,881	944,830
Other revenues	187	187	374
Total operating revenues	<u>1,702,068</u>	<u>3,571,901</u>	<u>5,273,969</u>
OPERATING EXPENSES			
Chemicals	7,944	28,150	36,094
Engineering	20,083	29,928	50,011
Power and fuel for pumping	290,259	288,945	579,204
Maintenance and repair of plant	146,046	82,485	228,531
Truck and transportation costs	10,415	18,592	29,007
Plant supervision and labor	213,115	285,895	499,010
Laboratory fees	13,320	74,831	88,151
State and local fees and permits, and penalties	17,494	55,773	73,267
Depreciation	417,204	1,204,148	1,621,352
Legal fees	14,877	22,316	37,193
Accounting and audit	8,440	12,660	21,100
Directors' fees	2,720	4,080	6,800
Insurance	37,150	53,292	90,442
Property taxes	4,634	7,083	11,717
Office utilities and maintenance	4,306	6,454	10,760
Office supplies	6,055	9,057	15,112
IT Support	2,795	5,713	8,508
Printing and postage	14,861	20,312	35,173
Administrative and office salaries	124,149	186,223	310,372
Payroll taxes and benefits	93,607	138,478	232,085
Employee benefits and retirement	149,468	208,264	357,732
Telephone	9,295	12,503	21,798
Other expense	1,204	1,801	3,005
Bad debts and collections	651	1,580	2,231
Total operating expenses	<u>1,610,092</u>	<u>2,758,563</u>	<u>4,368,655</u>
Net Operating Income	<u>91,976</u>	<u>813,338</u>	<u>905,314</u>
NONOPERATING REVENUES (EXPENSES)			
Interest income - City of Marysville	-	143,894	143,894
Interest expense	(5,500)	(263,664)	(269,164)
Interest income	14,333	45,748	60,081
Total non-operating revenue (expenses)	<u>8,833</u>	<u>(74,022)</u>	<u>(65,189)</u>
Change in Net Position	<u>100,809</u>	<u>739,316</u>	<u>840,125</u>
Net Position- as Previously Reported	13,504,660	37,615,062	51,119,722
Cumulative effect of change in accounting principle	<u>(862,164)</u>	<u>(1,293,246)</u>	<u>(2,155,410)</u>
Total Net Position - as Restated	12,642,496	36,321,816	48,964,312
Total Net Position - June 30, 2015	<u>\$ 12,743,305</u>	<u>\$ 37,061,132</u>	<u>\$ 49,804,437</u>

See accompanying notes.

**LINDA COUNTY WATER DISTRICT
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2015**

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	PROPRIETARY FUNDS		
	WATER	SEWER	TOTALS
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from customers	\$ 1,662,360	\$ 2,982,659	\$ 4,645,019
Payments to suppliers	(664,409)	(403,453)	(1,067,862)
Payments to employees	(556,154)	(782,360)	(1,338,514)
Net cash provided by operating activities	441,797	1,796,846	2,238,643
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	(141,489)	(2,769,467)	(2,910,956)
Loan payments to US Bank Financing	(1,091)	(1,092)	(2,183)
Loan payments to SWRCB	-	(784,497)	(784,497)
Interest paid on capital debt	-	(252,240)	(252,240)
Net cash used in capital and related financing activities	(142,580)	(3,807,296)	(3,949,876)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest income	14,333	189,642	203,975
Principal receipts - loan receivable	-	332,731	332,731
Net cash provided by investing activities	14,333	522,373	536,706
Net change in cash and cash equivalents	313,550	(1,488,077)	(1,174,527)
Balances- June 30, 2014	7,790,802	15,869,485	23,660,287
Balances- June 30, 2015	\$ 8,104,352	\$ 14,381,408	\$ 22,485,760
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income	\$ 91,976	\$ 813,338	\$ 905,314
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation expense	417,204	1,204,148	1,621,352
Amortizaion of deferred inflows from pension	(31,251)	(46,876)	(78,127)
Change in assets and liabilities:			
Receivables, net	28,270	(483,646)	(455,376)
Prepays	(31,994)	(46,396)	(78,390)
Deferred outflows from pension	(44,798)	(67,196)	(111,994)
Accounts and other payables	(19,145)	378,907	359,762
Deferred revenue and fees	(72,014)	(111,251)	(183,265)
Compensated absences payable	(1,594)	(1,499)	(3,093)
Net pension liability	101,108	151,662	252,770
Deposits and credits	4,035	5,655	9,690
Net cash provided by operating activities	\$ 441,797	\$ 1,796,846	\$ 2,238,643

Supplemental Disclosures of Cash Flow Information:

The District considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Total cash paid for interest during the year was \$252,240.

See accompanying notes.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

Linda County Water District (the District) was formed under the County Water District Law of the State of California. It is a special district within Yuba County, California and is governed by an independent five member Board of Directors.

The District complies with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, have been applied unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails. For proprietary funds, GASB Statement Nos. 20 and 34 provide the District the option of electing to apply FASB pronouncements issued after November 30, 1989. The District has elected not to apply those pronouncements. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this Note. The District has implemented the financial reporting requirements of GASB Statement Nos. 33 & 34. The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*. These statements establish standards for reporting deferred outflows of resources, deferred inflows of assets or liabilities which should be classified as deferred outflows or inflows of resources on the Statement of Net Position.

Reporting for a component unit can be blended or discretely presented. Blended component units, although legally separate entities, are in substance, part of the District's operations. Blended component units are an extension of the District, so data from these units is combined with data of the District. Discretely presented component units are reported in a separate column in the combined financial statements to emphasize that they are legally separate from the District.

There are no component units of the District which meet the criteria of either the blended or discrete presentation.

Basis of Accounting - Proprietary Fund Type

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for the proprietary funds include the cost of personnel, supplies, maintenance and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe which transactions are recorded within the various financial statements. Basis of accounting refers to when transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the Statement of Net Position and the Statement of Revenues, Expenses, and Changes in Fund Net Position, business-type activities are presented using the economic resources measurement focus since the District's governmental activities are limited solely to business-type activities.

Basis of Accounting

All proprietary funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Cash and Investments

For financial statement purposes "cash and cash equivalents" includes all demand, savings accounts, certificates of deposit, or short-term investments with an original maturity of three months or less.

Receivables

In the financial statements, receivables consist of all revenues earned at year-end and not yet received. Receivables are uncollateralized and are valued at cost. Any losses on uncollectible accounts receivable are recognized when such losses become known or indicate. Allowances for uncollected accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables relate to utilities earnings.

Accounts receivable of the business-type activities consist of utilities receivables. An allowance for uncollectible receivables is estimated at one-half of one percent of the total water and sewer sales each year. Separately stated delinquent utility accounts have been turned over to Yuba County to be added to the property tax bills on the respective properties. These amounts are then collected as the property owners pay their taxes.

The allowance for doubtful accounts totaled \$14,943 at June 30, 2015.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Fixed assets used in proprietary fund operations are accounted for as capital assets. Fixed assets are valued at historical cost or engineering estimates for donated assets.

Depreciation of all exhaustible fixed assets is recorded as an allocated expense in the Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Funds, with accumulated depreciation reflected in the Statement of Net Position - Proprietary Funds. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset follows:

Water Utility Plant:

Wells	20 - 40	Years
Pumping plants	20 - 40	Years
Transmission and distribution systems	40 - 100	Years
Engineering and other intangible costs	10 - 100	Years

Sewage System Plant:

Transmission and distribution systems	10 - 50	Years
Sewage treatment plant	5 - 50	Years
Engineering and other costs during construction	50	Years

Other District Assets:

Office building	40	Years
Warehouse building	40	Years
Office equipment	5 - 15	Years
Tools and equipment	10	Years
Vehicles	5 - 10	Years
Other Equipment	10	Years

Long-Term Debt

All long-term debt to be repaid from business-type resources is reported as liabilities in the government-wide statements. Long-term debt liability at year-end consists of accrued compensated absences, a contract payable for the purchase of office equipment and a note payable to the California State Water Resources Control Board. Also reported in this category are deferred development fees, which will be repaid from future development fee collections.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

(029-0116) Audit... - 17 of 41

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

Vested or accumulated sick leave, compensation time, floater holiday pay, and vacation pay is recorded as an expense and liability as the benefits accrue to employees. The District's policies permit employees to accumulate earned but unused vacation and fifteen percent of sick leave. In accordance with the provisions of GASB Statement No. 16, *Accounting for Compensated Absences*, no liability is recorded for non-vesting accumulating rights to receive sick pay benefits in excess of fifteen percent. The liability for these compensated absences is recorded as long-term debt in the government-wide and the proprietary funds statements.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period which will only be recognized as an outflow of resources (expense) in the future. The District only has one item that qualifies for reporting in this category, which is the deferred outflows of resources related to pension which represents a reclassification of current year's pension contributions, all of which will be amortized during fiscal year 2015-16, per accounting pronouncement GASB Statement No. 71.

In addition to liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and would only be recognized as an inflow of resources (revenue) at that time. The District only has one item that qualifies for reporting in this category, related to pension, which is the difference between the projected and actual earnings on the pension plan investments.

Net Pension Liability

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the District's California Public Employees' Retirement System (CalPERS) plan (the Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity Classifications

The net position represents the difference between assets and liabilities. The District's net position categories are classified as follows:

- a. *Invested in Capital Assets - Net of Related Debt*: This represents the District's total investment in capital assets, net of outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included as a component of invested in capital assets, net of related debt.
- b. *Restricted*: This represents assets with constraints placed on their use either by: (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. *Unrestricted*: Unrestricted represents resources available for transactions relating to the general operations of the District and may be used at the discretion of the governing board to meet current expenses for any purpose.

Operating Revenues and Expenses

Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and/or services. It also includes all revenue and expenses not related to capital and related financing, noncapital financing, or investing activities. The principal operating revenues of the District are charges to customers for sales and services. Operating expenses for the District include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenues and expenses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Budget

The District's budget is adopted on a modified accrual basis, which is a comprehensive basis of accounting other than generally accepted accounting principles. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The annual appropriations lapse at fiscal year-end.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Change in Accounting Principle

Net position as of July 1, 2014, has been restated as follows for the implementation of GASB Statement No. 68, as amended by GASB Statement No. 71.

June 30, 2015

Net position - as previously reported - June 30, 2014	\$ 51,119,722
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Cumulative Effect of Change in Accounting Principle

Net pension liability (measurement date as of June 30, 2013)	(2,265,745)
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Deferred Outflows of Resources

District contributions made during fiscal year 2014	110,335
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Total Cumulative Effect of Change in Accounting Principle	(2,155,410)
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Net Position - as Restated - July 1, 2014	\$ 48,964,312
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NOTE 2: DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS

The following notes present detail information to support the amounts reported in the basic financial statements for its various assets, liabilities, equity, revenues and expenses.

Cash and Investments

Credit Risk - Carrying Value and Market Value of Investments

The District adopted GASB 31 *"Accounting and Financial Reporting for Certain Investments and for External Investment Pools"* during 1998. This statement requires investments to be carried at fair value if the difference between carrying value and fair value is material. Fair value is based on quoted market prices. The difference between the carrying amount and the fair value of cash and investments was not material; therefore, an adjustment to fair value was not required for GASB 31 compliance.

The District invests funds in the State Treasurer's Pooled Money Investment Account (PMIA) through the Local Agency Investment Fund (LAIF), a voluntary program created by statute in 1977. The PMIA has regulatory oversight from the Pooled Money Investment Board and an in-house Investment Committee. The Local Agency Investment Advisory Board has oversight of LAIF. The fair value of the District's position in the pool is materially equivalent to the value of pool shares.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 2: DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (CONTINUED)

In accordance with authorized investment laws, the State Treasurer's Investment Pool LAIF invests in various structured notes and mortgage-backed securities, such as collateralized mortgage obligations. As of June 30, 2015, 1.86% of LAIF's investment portfolio was invested in structured notes and other asset-backed securities. Copies can be obtained from the Local Agency Investment Fund, P.O. Box 942809, Sacramento, CA 94209. PMIA's weighted average maturity was 239 days at June 30, 2015. The District's cost balance held by the LAIF at June 30, 2015, was \$22,214,558. The fair market value of the District's pro rata share was \$22,222,910 at June 30, 2015.

Cash Reserves - Local Agency Investment Fund

Portions of the Local Agency Investment Fund have been reserved for the following amounts. Reservations of cash reflect the Board's action to set aside funds and do not reflect a restricted fund as defined by the Governmental Accounting Standards Board.

Water Reserves:

Water Facilities Reserve	\$ 4,056,638
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Sewer Reserves:

2000 Wastewater Facilities Improvement	\$ 210,724		
Wastewater Treatment Expansion Reserve	8,947,409		
Wastewater Collection Reserve	2,686,918		
			11,845,051
			\$ 15,901,689

Capital Assets

	Balance June 30, 2014	Additions	Deletions	Balance June 30, 2015
Water Utility Plant				
Land	\$ 299,266	\$ -	\$ -	\$ 299,266
Depreciable Assets:				
Wells	4,506,800	-	-	4,506,800
Pumping Plants	4,142,663	-	-	4,142,663
Transmission/Distribution	3,632,144	-	-	3,632,144
Engineering/Other Costs	137,875	6,470	-	144,345
Meters (post 1990)	1,032,009	119,053	-	1,151,062
Subtotal	13,750,757	125,523	-	13,876,280
Other Assets	243,247	15,965	1,860	257,352
	13,994,004	141,488	1,860	14,133,632
Accumulated Depreciation	(5,801,231)	(417,204)	1,860	(6,216,575)
Net Water Utility Plant	8,192,773	(275,716)	-	7,917,057

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

(029-0116) Audit... - 21 of 41

NOTE 2: DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (CONTINUED)

Capital Assets - Continued

Sewage System Plant				
Land	361,688	-	-	361,688
Depreciable Assets:				
Transmission/Distribution	9,662,090	41,205	-	9,703,295
Sewage Treatment Plant	11,108,062	2,699,505	-	13,807,567
Engineer/Other Costs	2,564,466	127,203	-	2,691,669
New Wastewater Treatment Plant	25,009,961	-	-	25,009,961
Subtotal	48,706,267	2,867,913	-	51,574,180
Other Assets	243,246	15,965	1,858	257,353
	48,949,513	2,883,878	1,858	51,831,533
Accumulated Depreciation	(10,015,794)	(1,204,148)	1,858	(11,218,084)
Net Sewage System Plant	38,933,719	1,679,730	-	40,613,449
Other Assets				
Land	31,000	-	-	31,000
Depreciable Assets:				
Office Building	91,892	-	-	91,892
Warehouse Building	14,220	-	-	14,220
Office Equipment	53,410	10,705	3,718	60,397
Tools and Equipment	81,291	-	-	81,291
Vehicles	182,106	21,225	-	203,331
Vehicle Storage Building	32,574	-	-	32,574
Subtotal	486,493	31,930	3,718	514,705
Transfer to Water & Sewer	(486,493)	31,930	3,718	514,705
Total Net Capital Assets	<u>\$ 47,126,492</u>	<u>\$ 1,404,014</u>	<u>\$ -</u>	<u>\$ 48,530,506</u>

Depreciation expense for the year ended June 30, 2015 was \$1,621,352.

Long-Term Debt

As of June 30, 2015, the long term debt payable from proprietary fund resources consists of the following:

Accrued Compensated Absences

As of June 30, 2015, the District had accrued \$106,657 in accrued compensated absences.

Note Payable – State Water Resources Control Board

At June 30, 2015, the principal balance of the loan for the construction of the new wastewater treatment plant was \$24,439,565. The note is to be repaid over 30 years, with interest at the rate of one percent per annum. The loan matures April 1, 2042.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 2: DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (CONTINUED)

Note Payable – State Water Resources Control Board - Continued

Note principal maturities for the next five years are as follows:

Year ended June 30	Amount
2016	\$ 792,342
2017	800,265
2018	808,268
2019	816,351
2020	824,514
Thereafter	<u>20,397,825</u>
Total	\$ <u>24,439,565</u>

Development Fees

The District has a fee credit arrangement with the bankruptcy trustee for Reynen & Bardis Communities, Inc. to compensate the developer for construction and installation of water and sewer system improvements to serve the Edgewater Subdivision. The agreement, dated February 5, 2007, calls for a total of \$6,532,812 in fee credits, with \$3,754,690 in credits being reimbursable to Reynen & Bardis as builders pull permits and pay the fees, and \$2,778,122 available in non-reimbursable credits. At June 30, 2015, there was a balance of \$2,735,368 remaining in reimbursable credits, and \$943,420 available in non-reimbursable credits.

Mercy Properties California has provided construction and installation of water and sewer system improvements for the Sierra Vista Subdivision to the District. The District accepted ownership of these assets in a Resolution dated January 14, 2008. The District has accepted the cost of the capital improvements to be \$1,284,532 and has included this amount in capital assets. The District signed a fee credit reimbursement agreement with Mercy Properties California on April 21, 2009, which calls for a total of \$775,121 in fee credits. Of this amount, \$348,255 consists of non-reimbursable fee credits to be used first, and \$426,866 represents reimbursable fee credits for improvements to the zone of influence within the District. At June 30, 2015, there was a remaining balance of \$149,499 in non-reimbursable fee credits and \$400,917 in reimbursable fee credits.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 2: DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (CONTINUED)

Development Fees - Continued

Woodside Montrose, Inc. has provided construction and installation of water and sewer system improvements for the Montrose at Edgewater development to the District. The District accepted ownership of these assets in Resolutions dated October 8, 2007, and April 14, 2008. The District has estimated the cost of the capital improvements to be \$2,615,667 and has included this amount in capital assets. The District signed a fee credit agreement with Woodside 05N LP on June 26, 2013, which calls for a total of \$1,407,680 in fee credits. Of this amount, \$506,995 consists of non-reimbursable fee credits to be used first, and \$900,685 represents reimbursable fee credits for improvements to the zone of influence within the District. At June 30, 2015, there was a remaining balance of \$6,408 in non-reimbursable fee credits and \$940,414 in reimbursable fee credits. In addition, the development fees include \$39,729 in accrued interest on the fee credit balance. In accordance with the terms of the fee credit agreement, interest accrued on the fee credit balance is added into the balance.

Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employees' health; and natural disasters. The District manages these various risks of loss as follows:

<u>Type of Loss</u>	<u>Method Managed</u>	<u>Risk Retained</u>
Physical property loss, torts, errors and omissions	Purchased insurance with Special District Risk Management Authority	(1)
Injuries to employees (workers' compensation)	Purchased insurance with Special District Workers Compensation Authority.	None
Flood	Purchased insurance with The Hartford.	(2)
Health insurance for employees	Purchased insurance with the Operating Engineers Public Employee Division Health & Welfare Trust Fund	(3)

Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this insurance coverage in any of the past three fiscal years.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 2: DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (CONTINUED)

Risk Management – Continued

(1) Liability Coverage

(2) Flood Coverage – The policies insure the District office, shop, laboratory structures and contents up to specified limits per policy.

(3) Health insurance – The District pays one-hundred percent of employees' monthly health insurance premiums. At June 30, 2015, the District's cost for monthly premiums was \$1,733 per employee for family coverage, \$1,284 per employee for coverage of the employee and spouse, and \$642 for the employee only.

**NOTE 3: PENSION OBLIGATION INCLUDING GASB STATEMENT NO. 68
(IMPLEMENTATION EFFECTIVE FOR YEAR ENDED JUNE 30, 2015)**

Qualified employees are covered under a cost-sharing, multiple-employer defined benefit pension plan maintained by the Public Employees' Retirement System (CalPERS).

Plan Description and Provisions

All full-time employees participate in CalPERS, a cost-sharing, multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the state of California. The District is part of a "cost-sharing" pool within CalPERS. Employees are eligible for retirement as early as age 50 with five years of service. At age 60, the employee is entitled to a monthly benefit of 3.0% of the highest three years of compensation for each year of service.

The plan also provides death and disability benefits. Retirement benefits fully vest after five years of credited service. Upon separation from CalPERS, members' accumulated contributions are refundable with interest credited through the date of separation.

The Public Employees' Retirement Law (Part 3 of the California Government Code, Section 20000 et seq.) establishes benefit provisions for CalPERS. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from CalPERS, 400 Q Street, Sacramento, California 95811.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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**NOTE 3: PENSION OBLIGATION INCLUDING GASB STATEMENT NO. 68
(IMPLEMENTATION EFFECTIVE FOR YEAR ENDED JUNE 30, 2015)
(CONTINUED)**

Funding Policy

Active plan members are required to contribute 8.0% of their salary (8.0% of monthly salary over \$133.33 if the member participates in Social Security), which is currently paid by the District. Also, the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for the fiscal year ended June 30, 2015, was 11.065% of annual payroll. The contribution requirements of the plan members are established by state statutes. The District's contributions to CalPERS for the fiscal years ended June 30, 2015, 2014, and 2013, were \$298,657, \$294,233, and \$287,122, respectively, and equaled 100% of the required contribution for each year.

Employees Covered

The following employees were covered by the benefit terms of the plan:

June 30, 2015

Inactive employees or beneficiaries currently receiving benefits	4
Active employees	11
Total	15

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2015, the District reported a net pension liability of \$2,027,222 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013, rolled forward to June 30, 2014, using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating districts and the State, actuarially determined. At June 30, 2013, the District's proportionate share was 0.03258%.

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2015, the District recognized pension expense of \$174,643. At June 30, 2015, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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**NOTE 3: PENSION OBLIGATION INCLUDING GASB STATEMENT NO. 68
(IMPLEMENTATION EFFECTIVE FOR YEAR ENDED JUNE 30, 2015)
(CONTINUED)**

**Pension Expense and Deferred Outflows/Inflows of Resources Related to
Pensions - continued**

June 30, 2015	Deferred Outflows Resources	Deferred Inflows Resources
Differences between expected and actual experience	\$ -	\$ -
Net difference due to differences in proportions	-	-
Net difference between projected and actual earnings on pension plan investments	-	302,831
District contributions subsequent to the measurement date	111,994	-
Total	\$ 111,994	\$ 302,831

An amount of \$111,994, reported as deferred outflows of resources related to contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized as pension expense as follows:

Years Ending June 30	
2016	\$ 78,127
2017	78,127
2018	76,513
2019	70,064
2020	-
Thereafter	-
Total	\$ 302,831

Discount Rate

The discount rate used to measure the total pension liability was 7.50%. The amortization and smoothing periods recently adopted by the Board were utilized to determine whether the municipal bond rate should be used in the calculation of a discount rate. A projection of expected benefit payments and contributions was performed to determine if the assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The stress test results are presented in a detailed report entitled, *GASB Crossover Testing Report*, that can be obtained on the CalPERS website.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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**NOTE 3: PENSION OBLIGATION INCLUDING GASB STATEMENT NO. 68
(IMPLEMENTATION EFFECTIVE FOR YEAR ENDED JUNE 30, 2015)
(CONTINUED)**

Discount Rate - continued

According to Paragraph 30 of GASB Statement No. 68, the long-term discount rate should be determined with reduction for pension plan administrative expense. The 7.50% investment return assumption used in the accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return, excluding administrative expenses, would have been 7.65%. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. CalPERS checked the materiality threshold for the difference in the calculation and did not find this to be a material difference.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stake holder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB Statement No. 67 and GASB Statement No. 68 calculations through at least the 2017-18 fiscal year. CalPERS will continue to check the materiality of the difference in the calculation until the methodology is changed.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11 to 60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

**LINDA COUNTY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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**NOTE 3: PENSION OBLIGATION INCLUDING GASB STATEMENT NO. 68
(IMPLEMENTATION EFFECTIVE FOR YEAR ENDED JUNE 30, 2015)
(CONTINUED)**

Actuarial Assumptions

The total pension liability in the June 30, 2013, actuarial valuation for CalPERS was determined using the following actuarial assumptions and applied to all periods included in the measurement:

June 30, 2015	
Valuation date	June 30, 2013
Measurement date	June 30, 2014
Actuarial cost method	Entry Age Normal
Actuarial assumptions:	
Discount rate	7.50%
Inflation	2.75%
Salary increases	Varies by entry age and service
Investment rate of return	7.50%, net of pension plan investment and administrative expenses; includes inflation

CalPERS uses custom mortality tables to best fit the patterns of mortality among its members. The mortality table used was developed based on CalPERS specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

The actuarial assumptions used in the June 30, 2013, valuation were based on the results of an actuarial experience study for the period July 1, 1997, through June 30, 2011.

NOTE 4: OTHER POST-EMPLOYMENT BENEFITS

The District provides medical, dental, and vision coverage to active employees through their current Operating Engineers 3 medical plan. The District does not currently offer continuation of any of this coverage to its retirees beyond that required under COBRA. Therefore, there is no liability for other post-retirement benefits required to be reported under GASB 45 for the fiscal year ended June 30, 2015.

NOTE 5: SUBSEQUENT EVENTS

Events subsequent to June 30, 2015 have been evaluated through December 29, 2015, the date at which the District's audited financial statements were available to be issued. No events requiring disclosure have occurred through this date.

REQUIRED SUPPLEMENTARY INFORMATION SECTION

LINDA COUNTY WATER DISTRICT
STATEMENT OF REVENUES AND EXPENSES - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2015

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	Water		Sewer Treatment		Sewer Collection	
	Actual	Budget	Actual	Budget	Actual	Budget
Operating Revenues:						
Charges for services	\$ 1,287,883	\$ 1,300,000	\$ 2,424,217	\$ 2,123,000	\$ 606,054	\$ 525,000
Hookups- installation, extension and annexation charges	376,949	15,000	428,350	25,000	111,531	5,000
Delinquent utility receipts	6,949	5,600	1,172	6,300	391	2,100
Backflow devices and testing	2,100	2,000	-	-	-	-
Water meter set fees	28,000	7,500	-	-	-	-
Miscellaneous income	187	4,000	140	3,000	47	1,000
Total Operating Revenues	1,702,068	1,334,100	2,853,879	2,157,300	718,023	533,100
Operating Expenses:						
Chemicals	7,944	16,000	28,150	30,000	-	-
Engineering	20,083	16,000	22,446	18,000	7,482	6,000
Power and fuel for pumping	290,259	300,000	259,501	230,000	29,444	33,000
Maintenance and repair of plant	145,842	72,000	59,754	132,000	19,538	28,000
Truck and transportation costs	10,415	14,000	13,867	15,750	4,725	5,250
Plant supervision and labor	213,115	216,000	232,398	330,000	53,497	120,000
Laboratory fees	13,320	16,000	74,831	80,000	-	-
Annual fees and permits	17,494	16,000	33,702	39,000	-	-
Penalties	-	-	9,000	100,000	-	-
Depreciation	417,204	-	903,111	-	301,037	-
Legal fees	14,877	14,000	16,737	15,750	5,579	5,250
Accounting and audit	8,440	12,000	9,495	13,500	3,165	4,500
Directors' fees	2,720	2,640	3,060	2,970	1,020	990
Insurance	37,150	36,000	41,222	40,500	12,069	13,500
Property taxes	4,634	1,000	5,345	1,125	1,738	375
Office utilities and maintenance	4,306	4,600	4,841	5,175	1,614	1,725
Office Supplies	6,055	6,400	6,795	7,200	2,262	2,400
IT Support	2,795	2,800	4,665	3,150	1,048	1,050
Printing and postage	14,861	15,600	15,264	17,550	5,048	5,850
Administrative and office salaries	124,149	130,800	139,667	147,150	46,556	49,050
Payroll taxes	25,891	28,600	28,494	32,425	7,653	23,475
Employee benefits and retirement	217,184	220,000	241,454	286,250	69,141	100,750
Telephone	9,295	6,800	10,446	7,650	2,057	2,550
Other expense	358	1,000	398	1,125	134	375
Propane	-	-	13,071	10,000	-	-
Sludge removal	-	-	3,193	12,000	-	-
American Legion water use	204	600	-	-	-	-
Dues/subscriptions	846	1,000	952	1,125	317	375
Bad debts and collections	651	-	1,580	-	-	-
Total Operating Expenses	1,610,092	1,149,840	2,183,439	1,579,395	575,124	404,465
Total Operating Income	91,976	184,260	670,440	577,905	142,899	128,635
Non-Operating Revenues/Expenses:						
Interest income - City of Marysville	-	-	143,894	143,894	-	-
Interest on customer deposits	(519)	(200)	(519)	(225)	-	(75)
Other revenue	-	-	-	-	-	-
Interest expense	(4,981)	-	(263,145)	(270,000)	-	-
Interest income	14,333	25,000	34,311	33,000	11,437	11,000
Net Income	\$ 100,809	\$ 209,060	\$ 584,981	\$ 484,574	\$ 154,336	\$ 139,560

See accompanying notes and independent auditor's report.

**LINDA COUNTY WATER DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE
PENSION LIABILITY – CALPERS
JUNE 30, 2015**

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Year Ended June 30, 2015

District's proportionate share of the net pension liability (asset)	0.03258%
District's proportionate share of the net pension liability (asset)	\$ 2,027,222
District's covered-employee payroll	\$ 733,122
District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	276.52%
Plan fiduciary net position as a percentage of the total pension liability	66.81%

LINDA COUNTY WATER DISTRICT
SCHEDULE OF THE DISTRICT CONTRIBUTIONS – C
JUNE 30, 2015

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Year Ended June 30, 2015

Contractually required contribution	\$ 241,742
Contributions in relation to the contractually required contribution	(241,742)
Contribution Deficiency (Excess)	\$ -
District's covered-employee payroll	\$ 733,122
Contributions as a percentage of covered-employee payroll	32.97%

See the accompanying notes to the required supplementary information.

LINDA COUNTY WATER DISTRICT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2015

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1. CHANGES OF BENEFIT TERMS

Public agencies who participate in CalPERS can make changes to their plan provisions, and such changes occur on an ongoing basis. A summary of the plan provisions that were used for a specific plan can be found in the plan's annual valuation report.

2. CHANGES OF ASSUMPTIONS

In February 2014, the CalPERS Board adopted new actuarial assumptions. The most significant change to the actuarial assumptions that the Board adopted was the inclusion of future mortality improvement. The actuarial assumptions adopted by the Board are designed to ensure greater sustainability and soundness of the defined benefit pension plans and will be better at predicting future experience resulting in more secure retirement benefits in the decades to come. The current experience study was based on demographic CalPERS data for years 1997 to 2011. The study focused on recent patterns of termination, death, disability, retirement and salary increases. These new assumptions were reflected in the total pension liabilities as of June 30, 2013. The 2013 liabilities were rolled forward to the measurement date of June 30, 2014, using standard update procedures.

REQUIRED SUPPLEMENTARY INFORMATION SECTION

LINDA COUNTY WATER DISTRICT
COMPARATIVE RESULTS OF OPERATIONS
JUNE 30, 2015 and 2014

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Operations for the twelve months ended June 30, 2015 show a net income of \$840,125, which is a decrease of \$777,395 from the previous year. Operating revenue decreased by \$465,470 and expenses decreased by \$29,202, resulting in an increase in net operating revenue for this period. The following is a comparison of the two periods showing the increases or decreases in amounts.

	Year Ended June 30,		Increase (Decrease)
	2015	2014	
Operating Revenues:			
Water sales	\$ 1,296,932	\$ 1,402,855	\$ (105,923)
Sewer sales	3,031,833	3,029,275	2,558
Water and sewer service installations	944,830	1,304,571	(359,741)
Interest and miscellaneous	374	2,738	(2,364)
Total Operating Revenues	5,273,969	5,739,439	(465,470)
Operating Expenses:			
Salaries - operating and maintenance	499,010	486,993	12,017
Salaries - office and clerical	310,372	292,430	17,942
Payroll taxes and employee benefits	589,817	559,920	29,897
Directors' fees	6,800	6,200	600
Accounting and auditing	21,100	20,600	500
Engineering	50,011	67,494	(17,483)
Insurance	90,442	80,008	10,434
Maintenance of plants and lines	228,531	291,203	(62,672)
Pumping power	579,204	560,905	18,299
Truck and transportation costs	29,007	29,930	(923)
Chemicals	36,094	32,935	3,159
Other operating expense	306,915	289,483	17,432
Total Operating Expense	2,747,303	2,718,101	29,202
Net Operating Revenue	2,526,666	3,021,338	(494,672)
Interest on indebtedness	(269,164)	(276,824)	7,660
Interest income	60,081	56,823	3,258
Gain - disposition of assets	-	6,800	(6,800)
In-kind contribution of utility infrastructure	-	270,520	(270,520)
Interest income - City of Marysville	143,894	119,470	24,424
Depreciation	(1,621,352)	(1,580,607)	(40,745)
Net Income	\$ 840,125	\$ 1,617,520	\$ (777,395)

See accompanying notes and independent
auditor's report.

**LINDA COUNTY WATER DISTRICT
COMPARATIVE FINANCIAL CONDITION
JUNE 30, 2015**

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This summary compares the District's financial condition and reflects changes for the periods ended June 30, 2015 and June 30, 2014.

	June 30,		Increase (Decrease)
	2015	2014	
Current Assets:			
Unreserved cash on hand, in banks and at L.A.I.F.	\$ 6,584,071	\$ 8,500,914	\$ (1,916,843)
Customer receivables	199,646	225,228	(25,582)
Receivables - SWRCB and City of Marysville	964,656	395,948	568,708
Prepaid expenses	90,625	12,235	78,390
Assets	\$ 7,838,998	\$ 9,134,325	\$ (1,295,327)
Current Liabilities:			
Accounts payable	\$ 854,777	\$ 298,233	\$ 556,544
Accrued interest payable	60,932	63,060	(2,128)
Matured bonds interest payable	775	775	-
Customer and developer deposits	465,100	455,410	9,690
Reserve for delinquent tax	6,699	14,909	(8,210)
Current portion - contract payable - US Bank	2,184	2,184	-
Current portion - note payable - SWRCB	792,342	784,497	7,845
Current Liabilities	\$ 2,182,809	\$ 1,619,068	\$ 563,741
Working Capital	\$ 5,656,189	7,515,257	(1,859,068)
Cash Reserves - L.A.I.F.	15,901,689	15,159,373	742,316
Loan Receivable - City of Marysville - net	10,864,765	11,229,099	(364,334)
Utility Plant in Service, Net of Accumulated Depreciation	48,530,506	47,126,491	1,404,015
Deferred outflows from pensions	111,994	-	111,994
Compensated Absences	(106,567)	(109,660)	3,093
Contract payable - US Bank - net of current portion	(837)	(3,020)	2,183
Note Payable - WWTP - net of current portion	(23,647,223)	(24,439,565)	792,342
Net Pension Liability	(2,027,222)	(2,155,410)	128,188
Deferred Inflows from Pensions	(302,831)	-	(302,831)
Development Fees	(5,176,026)	(5,358,253)	182,227
Total Fund Equity	\$ 49,804,437	\$ 48,964,312	\$ 840,125

See accompanying notes and independent
auditor's report.

STATISTICAL SECTION

**LINDA COUNTY WATER DISTRICT
SCHEDULE OF OPERATING STATISTICS
JUNE 30, 2015**

		<u>Meter Sales (Gallons)</u>	<u>Pumping (Gallons)</u>	<u>Minimum Day (Gallons)</u>	<u>Maximum Day (Gallons)</u>	<u>Average Day (Gallons)</u>
Water System:						
July	2014	124,862,144	151,803,000	4,226,000	5,379,000	4,897,000
August	2014	115,812,092	135,554,000	3,637,000	4,855,000	4,373,000
September	2014	112,929,300	118,344,000	2,852,000	5,065,000	3,945,000
October	2014	81,376,416	95,045,000	2,014,000	3,710,000	3,066,000
November	2014	52,971,116	65,600,000	1,759,000	2,614,000	2,187,000
December	2014	45,800,788	57,877,000	1,654,000	2,078,000	1,867,000
January	2015	50,178,084	57,287,000	1,591,000	2,042,000	1,848,000
February	2015	43,556,040	53,307,000	1,528,000	2,264,000	1,904,000
March	2015	49,380,716	75,753,000	2,073,000	3,080,000	2,443,000
April	2015	68,153,272	78,355,000	1,677,000	3,267,000	2,611,000
May	2015	67,806,948	89,234,000	2,417,000	3,258,000	2,879,000
June	2015	67,453,144	93,380,000	2,522,000	3,576,000	3,113,000
Monthly Average		<u>73,356,672</u>	<u>89,294,917</u>	<u>2,329,167</u>	<u>3,432,333</u>	<u>2,927,750</u>

Sewer System:

July	2014	30,930,000	900,000	1,090,000	1,000,000
August	2014	31,390,000	920,000	1,150,000	1,010,000
September	2014	31,060,000	930,000	1,180,000	1,040,000
October	2014	32,140,000	630,000	1,140,000	1,040,000
November	2014	30,570,000	170,000	2,830,000	1,020,000
December	2014	47,510,000	1,020,000	3,160,000	1,530,000
January	2015	31,010,000	92,000	1,160,000	1,000,000
February	2015	32,060,000	95,000	2,190,000	1,150,000
March	2015	30,270,000	78,000	1,060,000	98,000
April	2015	29,050,000	89,000	1,350,000	97,000
May	2015	28,150,000	820,000	990,000	910,000
June	2015	26,760,000	840,000	950,000	890,000
Monthly Average		<u>31,741,667</u>	<u>548,667</u>	<u>1,520,833</u>	<u>898,750</u>

See accompanying notes and independent auditor's report.

**LINDA COUNTY WATER DISTRICT
SCHEDULE OF OPERATING STATISTICS
JUNE 30, 2015**

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		Number of Customer Billings	Fire Hydrant Billings	Water Customer Billings	Sewer Customer Billings	Total Customer Billings	Average Customer Billings	Customer Use (Gallons x 1000)
July	2014	4,350	\$ -	\$ 155,360	\$ 245,603	\$ 400,963	\$ 92.18	151,803
August	2014	4,310	-	146,882	245,540	392,422	91.05	135,554
September	2014	4,353	-	144,229	245,726	389,955	89.58	118,344
October	2014	4,359	-	114,734	245,957	360,691	82.75	95,045
November	2014	4,351	-	88,079	245,395	333,474	76.64	65,600
December	2014	4,350	-	81,349	245,247	326,596	75.08	57,877
January	2015	4,354	-	85,459	245,189	330,648	75.94	57,287
February	2015	4,367	-	79,378	245,687	325,065	74.44	53,307
March	2015	4,370	-	84,843	245,687	330,530	75.64	75,753
April	2015	4,383	-	102,554	245,788	348,342	79.48	78,355
May	2015	4,382	-	102,221	245,672	347,893	79.39	89,234
June	2015	4,380	-	101,722	244,399	346,121	79.02	93,380
Monthly Average		<u>4,359</u>	<u>\$ -</u>	<u>\$ 107,234</u>	<u>\$ 245,491</u>	<u>\$ 352,725</u>	<u>\$ 80.93</u>	<u>89,295</u>

See accompanying notes and independent auditor's report.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Linda County Water District
Marysville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities, and each major fund of the Linda County Water District (District), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 29, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California
December 29, 2015



OFFICE OF THE GOVERNOR

January 11, 2016

To the California County Boards of Supervisors:

Consistent with the requirement in Elections Code section 12000, enclosed please find a copy of the proclamation calling the Presidential Primary Election on Tuesday, June 7, 2016.

Sincerely,

PETER A. KRAUSE
Legal Affairs Secretary

Enclosure

Executive Department
State of California

A PROCLAMATION

BY THE GOVERNOR OF THE STATE OF CALIFORNIA

I, **EDMUND G. BROWN JR.**, Governor of the State of California, pursuant to section 12000 of the Elections Code, proclaim that a Presidential Primary Election will be held throughout this State on Tuesday, the 7th day of June, 2016, at which candidates to the following offices will be presented to the voters:

President of the United States;

One United States Senator;

Representatives to the Congress of the United States from each of the 53 congressional districts of the State;

State Senators from odd-numbered districts of the 40 senatorial districts of the State;

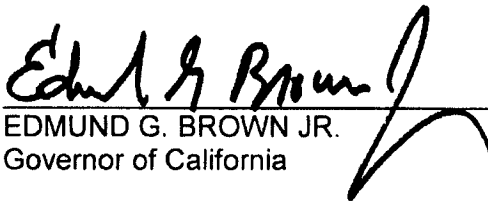
Members of the Assembly from each of the 80 assembly districts of the State; and

All such other state, county, judicial, or other officers as are provided by law to be filled at such election.

I further proclaim that at such election there will also be submitted to the voters such proposed constitutional amendments, questions, and propositions as are required to be so submitted by the Constitution and laws of this State.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 11th day of January 2016.




EDMUND G. BROWN JR.
Governor of California

ATTEST:


ALEX PADILLA
Secretary of State