

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, the County Library, 303 Second 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.

FEBRUARY 1, 2011

- 1:00 P.M. YUBA COUNTY WATER AGENCY - CANCELLED**
- 3:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**
- 6:00 P.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. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. **Board of Supervisors**
1. Appoint Deputy Counsel Christine Dehr as the Board Chairman's designee to the Law Library Board of Trustees. (No background material) (041-11)
- B. **Clerk of the Board of Supervisors**
1. Appoint Todd Hambrook to the Economic Development Advisory Committee as a District Three Representative to serve at the pleasure of the Board. (042-11)
 2. Approve minutes from meeting of January 11 and 18, 2011. (043-11)
 3. Re-appoint Grady Windham to the Fish and Game Advisory Commission as an At-Large Representative for a term to end January 25, 2015. (044-11)
- C. **Community Development and Services**
1. Adopt resolution authorizing the Director of Environmental Health to apply for CalRecycle Waste Tire Enforcement Grant Fiscal Years 2010/11 to 2015/16 and to execute all grant related documents. (045-11)
- D. **County Administrator**
1. Approve Letter supporting Reclamation District 784's pursuit of Proposition 1E grant funding for its Regional Drainage Facility project and authorize the Chairman to execute same. (046-11)
- E. **Health and Human Services**
1. Approve Children's Medical Services (CMS) Plan Guidelines for Fiscal Year 2010-2011 and authorize the Chair to execute CMS Certification Statements included in the plan. (Human Services Committee recommended approval) (047-11)

F. Child Care Planning Council of Yuba and Sutter Counties

1. Approve Certification Statement regarding composition of Local Planning Council membership and authorize the Chairman to execute same. (048-11)

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. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing.

- A. Public Hearing - Hold public hearing and adopt resolution approving the form and authorizing the execution of certain lease financing documents in connection with financing various solar energy projects throughout the geographic boundaries of the county, and authorizing and directing certain actions. (049-11)

VI. **RECESS AS BOARD OF SUPERVISORS AND CONVENE AS YUBA COUNTY PUBLIC FACILITIES CORPORATION** Roll Call - Directors Vasquez, Nicoletti, Griego, Abe, Stocker

ACTION ITEM

- A. Adopt resolution approving the form and authorizing the execution of certain lease financing documents in connection with the offering and sale of certificates of participation relating thereto to finance various solar energy projects throughout the geographic boundaries of the county, and authorizing and directing certain actions. (050-11)

ADJOURN AS PUBLIC FACILITIES CORPORATION AND RECONVENE AS BOARD OF SUPERVISORS

VII. **ITEM OF PUBLIC INTEREST**

- A. Approve Second Hand Dealer's permit from Kimerli Rempp dba Yellow Ribbons Thrift and Gift Shop / Central Valley Homeless Veterans Assistance Program located at 5876 Lindhurst Avenue and take action as appropriate. (051-11)

VIII. **CORRESPONDENCE** - (052-11)

- A. Letter from Federal Energy Regulatory Commission regarding Scoping Document 1 for the Yuba River Hydroelectric Project, P-2246 and scoping meeting on February 2, 2011 at 1:00 p.m. and 7:00 p.m. in the Government Center.
- B. Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of January 1, 2011 to March 31, 2011.
- C. Email from Mr. Jim Flurry commending Adult Services Division Case Worker Mr. Chou Her for the excellent service he provided.
- D. Letter from the Brophy Farming Community regarding services offered at The Joshua House.
- E. Area 4 Agency on Aging 2009-2010 Annual Report.
- F. Notice from State of California Fish and Game Commission regarding a petition to list cedars wild buckwheat as endangered under the California Endangered Species Act.

IX. **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.

- X. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner
- B. Threatened litigation pursuant to Government Code §54956.9(b) - One Claim
- XI. **ADJOURN**

COMMITTEE MEETINGS

5:30 P.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider lease agreement with North Yuba Little League for joint use and associated improvements for the North Yuba Little League complex known as Sperbeck Field in Browns Valley - Community Development and Services (Five minute estimate) (053-11)
- B. Consider agreement with the Yuba Sutter Training Zone to perform recreation coordinator services - Community Development and Services (Five minute estimate) (054-11)

Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider fleet management program with Enterprise Fleet and Master Equity Lease Agreement, Maintenance Management Agreement, and Maintenance Agreement - Administrative Services (Fifteen minute estimate) (055-11)

2/03/11 4:30 P.M. Marysville City/County Liaison Committee
City of Marysville
Covillaud Room
526 C Street
Marysville, Ca 95901

In compliance with the American 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 one full business day before the start of the meeting.

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

PUBLIC INFORMATION: Copies of §6.7 shall be posted along with agendas.

End



CONSENT
AGENDA

The County of Yuba

Office of Clerk of the Board of Supervisors

042-11



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Economic Development Advisory Committee

Date: February 1, 2011

A handwritten signature in cursive script, reading "Donna Stottlemeyer", is written over the subject line.

Recommendation

Appoint Todd Hambrook to the Economic Development Advisory Committee as a District Three Representative to serve at the pleasure of the Board.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and is updated monthly.

Todd Hambrook submitted an application at the time of the resignation of Mr. Shane Gibbs which is attached for your review and consideration. The Committee allows for up to 16 appointees who serve at the pleasure of the Board. With the appointment of Mr. Hambrook, there will be 14 members.

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

Fiscal Impact

None

Committee Action

None required.

The County of Yuba

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



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

SEP - 2 2010

Economic Development Advisory Committee

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

TOAD M. HAMBROOK

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

BUSINESS OWNER

DISTRICT 3

REASONS YOU WISH TO

SERVE ON THIS BODY:

LOCAL BUSINESS OWNER

QUALIFICATIONS:

PRESIDENT OF ACE COMPOSITES INC.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

NONE

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

DATE

Aug. 9 2010

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

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

JANUARY 11, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:43 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 Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Andy Vasquez
 AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker NOES: None
 ABSENT: None ABSTAIN: None

A. Agricultural Commissioner

1. Approve out of state travel for the Agricultural Commission to attend the California Agricultural Commissioners and Sealers Association (CACASA) delegation to Washington DC, February 28, 2011 through March 4, 2011 with costs to be reimbursed by CACASA. (009-11) Approved.

B. Board of Supervisors

1. Approve Board of Supervisors meeting schedule for 2011 and cancelling certain meetings. (010-11)
 Approved meeting schedule for 2011 and approved cancellation of the following meetings:

January 25, 2011	February 15, 2011	March 15, 2011	April 19, 2011
May 24, 2011	June 14, 2011	July 5, 2011	July 19, 2011
August 16, 2011	September 6, 2011	December 20, 2011	December 27, 2011
2. Appoint Ms. Alyssa Lindman to the Yuba County Planning Commission as the District One Representative for a term ending January 13, 2015. (011-11) Approved.
3. Reappoint Chuck Carver as the District One Representative and Sue Cejner-Moyers as the District Five Representative for terms ending December 31, 2014; and appoint Charissa McClain as the District Three Representative for a term ending December 31, 2012 to the Library Advisory Commission. (012-11) Approved.

4. Reappoint Meldine Rodda to the Planning Commission as the District Five Representative for a term ending January 13, 2015. (013-11) Approved.
5. Reappoint Robert Winchester to the Yuba County Fish and Game Advisory Commission as the District 5 Representative, and appoint Frank Hall as the District One Representative for terms ending December 31, 2014. (014-11) Approved.
6. Reappoint Bob Swift to the Community Services Commission as the District Five representative for a term ending December 31, 2014. (015-11) Approved.
7. Appoint Gertrude Hinojosa to the Commission on Aging as the District One Representative for a term ending December 31, 2014. (016-11) Approved.

C. Clerk of the Board of Supervisors

1. Approve minutes from the meeting of December 14 and 28, 2010, and January 3, 2011. (017-11) Approved as written.
2. Appoint Andrea Armstrong as the Parent Consumer Representative to the Child Care Planning Council for term to end September 30, 2013. (001-11) Approved.
3. Appoint David Baker to the Browns Valley Cemetery District for a term ending August 25, 2013. (002-11) Approved.

D. Community Development and Services

1. Accept Road Rehabilitation RSTP ARRA Project as complete regarding McGowan Parkway, Willow Glen Road and Challenge Cutoff Road and authorize Public Works Director to sign notice of completion. (003-11) Approved.
2. Approve agreement with Sandgren Real Estate Group - Helm Properties for the Neighborhood Stabilization Program for professional real estate services and authorize the Chair to execute same. (018-11) Approved.
3. Adopt resolution authorizing Yuba County Community Development and Services Agency Director to complete purchase of single family residence APN 014-033-002 as part of the Neighborhood Stabilization program and execute all documents needed for completion of purchase, rehabilitation and resale. (019-11) Adopted Resolution No. 2011-1, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING YUBA COUNTY COMMUNITY DEVELOPMENT AND SERVICES AGENCY DIRECTOR TO COMPLETE PURCHASE OF SINGLE FAMILY RESIDENCE APN 014-033-002 AS PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM AND EXECUTE ALL DOCUMENTS NEEDED FOR COMPLETION OF PURCHASE, REHABILITATION AND RESALE."
4. Adopt resolution accepting the California Fire Safe Council Grant 11USFS-SFAX0105 for fuel reduction on county roads and authorizing the Public Works Director to execute. (020-11) Adopted Resolution No. 2011-2, which is on file in Yuba County Resolution Book No. 42 entitled: "A RESOLUTION ACCEPTING THE CALIFORNIA FIRE SAFE COUNCIL GRANT 11USFS-SFAX0105 FOR FUEL REDUCTION ON COUNTY ROADS AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN."

E. County Administrator

1. Adopt resolution approving second amendment and restated Joint Power Agreement Sierra Sacramento Valley Emergency Management Systems. (021-11)
Adopted Resolution No. 2011-3, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION APPROVING SIERRA SACRAMENTO VALLEY EMERGENCY MANAGEMENT SYSTEMS JOINT POWERS AUTHORITY AGREEMENT."

F. Emergency Services

1. Adopt resolution authorizing Director of Emergency Services or designee to execute a Memorandum of Understanding with all qualified entities receiving federal preparedness funds through County Emergency Services. (Protective Inspection Committee recommends approval) (004-11)
Adopted Resolution No. 2011-4, which is on file in Yuba County Resolution Book No. 42 entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES OR ITS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH ALL QUALIFIED ENTITIES RECEIVING FEDERAL PREPAREDNESS FUNDS THROUGH COUNTY EMERGENCY SERVICES."

G. Health and Human Services

1. Adopt resolution reaffirming the existence of the Yuba County Child Abuse Prevention Council and designation of the council to make recommendations regarding the children's trust fund including the child abuse prevention and intervention treatment/community based child abuse prevention fund. (Human Services Committee recommends approval) (005-11)
Adopted Resolution No. 2011-5, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION REAFFIRMING THE EXISTENCE OF THE YUBA COUNTY CHILD ABUSE PREVENTION COUNCIL AND DESIGNATION OF THE COUNCIL TO MAKE RECOMMENDATIONS REGARDING THE CHILDREN'S TRUST FUND INCLUDING THE CHILD ABUSE PREVENTION AND INTERVENTION TREATMENT/COMMUNITY BASED CHILD ABUSE PREVENTION FUND (CAPIT/CBCAP)."

H. Sheriff-Coroner

1. Approve agreement with Vigilant Canine Services International, LLC to provide developmental canine training service and authorize the Chair to execute same. (006-11) Approved.

IV. SPECIAL PRESENTATION

- A. Present California State Association of Counties (CSAC) Institute for Excellence in County Government County Senior Executive Credential Certificate to Sean Powers, Community Development and Services Finance and Administration Manager. No background information. (Five minute estimate) (022-11) CSAC Institute for Excellence in County Government, Manager Bill Chiat presented a Senior Executive Credential Certificate to Community Development and Services Fiscal Manager Sean Powers.
- B. Receive introduction of Bi-County Cooperative Extension Director Christopher Greer. (Ten minute estimate) (023-11) Retiring Director Mike Murray introduced Christopher Greer as the new Bi-County Cooperative Extension Director.

Director Christopher Greer advised the Board he was looking forward to working with the county and commended Mr. Murray for his contribution to both Sutter and Yuba Counties.

V. PUBLIC COMMUNICATIONS:

Planning Director Wendy Hartman recapped the release of the General Plan Update Draft EIR which occurred last month, and advised staff had been available to review the document with any interested parties and to date have only had a few inquiries.

County Administrator Robert Bendorf provided an update on the initial release of the State budget including the following:

- January budget initial release appears to be broken into two parts:
 - Fiscal Year 2010-11 \$8.2 billion deficit and Fiscal Year 2011-12 \$17.2 deficit for a total deficit of \$25.5 billion

Mr. Bendorf advised of the following proposed reductions:

- \$5.8 billion in overall reductions to Health and Human Services
- \$5 billion in realignment proposal that would shift state responsibility to counties for Public Safety, Mental Health and Child Support Services
- Proposed \$1.5 billion reduction to the Cal Works Program
- \$1.7 billion reduction to Medical Program
 - 10% reduction in provider payments
- \$861 million one time reduction in Mental Health Services
- \$19 million reduction in Child Welfare Services:
 - Eliminates Transitional Housing Program Plus for 18 and 19 year olds
- Prop 10 and Child Care: \$1 billion one time reduction
- Public Safety \$1.8 billion transfer of lower level offender parole violators from State to County
- \$741 million transfer of adult parole supervision responsibilities from the State to County Probations Departments
- \$506 million transfer of vehicle license fee funded program to the state
- State proposed child support services be returned to the Counties

VI. COUNTY DEPARTMENTS

A. County Administrator

1. Authorize Chair to sign letter supporting AB 66 and ABX1 9, as they relate to continuing the public safety portion of the Vehicle License Fee. (024-11) Legislative Affairs Coordinator Russ Brown briefly recapped both bills and responded to Board inquiries.

MOTION: Move to approve MOVED: Andy Vasquez SECOND: John Nicoletti
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker NOES: None
ABSENT: None ABSTAIN: None

2. Approve contract with M.M. Rosenberg and Associates effective January 12, 2011, and authorize the Chair to execute same. (025-11) County Administrator Robert Bendorf provided a brief recap of the contract and responded to Board inquiries.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Hal Stocker
AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Mary Jane Griego, Roger Abe NOES: None
ABSENT: None ABSTAIN: None

B. Health and Human Services

1. Approve California Department of Veteran Affairs Subvention and Medi-Cal Certificate of Compliance for Fiscal Year 2010-2011 and authorize Chair to execute same. (008-11) Health and Human Services Director Suzanne Nobles recapped the necessity for the certification establishing compliance and responded to Board inquiries.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe NOES: None
ABSENT: None ABSTAIN: None

VII. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading, adopt ordinance repealing Ordinance No. 1413 which thereby terminates the development agreement with Yuba Foothills Associates, LLC relating to Yuba Highlands; and adopt resolution authorizing the release of the River Highlands Community Services District pre-annexation agreement for APN 019-130-035 and 036, and 019-140-030 and 018 in exchange for full payment of the 1991-B, Series A and B Bonds. (Ten minute estimate) (026-11) Community Development and Services Director Kevin Mallen recapped history of Yuba Highlands and the necessity for passing this ordinance and responded to Board inquiries.

Mr. Dan Martin, Trust for Public Land, responded to specific questions posed by the Board regarding ownership of easement and potential public access.

Chairman Abe opened the public hearing. The following individuals spoke:

- Mr. Josh Cook, Gridley, in support
- Ms. Alyssa Lindman, East Linda, in support

MOTION: Move to close the public hearing and adopt ordinance
MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe NOES: None
ABSENT: None ABSTAIN: None

Adopted Ordinance No. 1504, which is on file in Yuba County Ordinance Book No. 22 entitled: "AN ORDINANCE REPEALING ORDINANCE NO. 1413 WHICH THEREBY TERMINATES THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF YUBA AND YUBA FOOTHILLS ASSOCIATES, LLC RELATIVE TO THE DEVELOPMENT KNOWN AS YUBA HIGHLANDS."

MOTION: Move to adopt resolution
MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe NOES: None
ABSENT: None ABSTAIN: None

Adopted Resolution No. 2011-6, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS ACTING ON BEHALF OF THE RIVER HIGHLANDS COMMUNITY SERVICES DISTRICT AUTHORIZING RELEASE OF THE RIVER HIGHLANDS COMMUNITY SERVICES DISTRICT PRE-ANNEXATION AGREEMENT FOR APNS 019-130-035, 019-130-036, 019-140-030, AND 019-040-018 IN EXCHANGE FOR FULL PAYMENT OF THE 1991-B, SERIES A & B BONDS."

- B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$5,936.50 and the recording of a lien located at 1542 Cress Way, Olivehurst (Bank of America) (Ten minute estimate) (027-11) Code Enforcement Manager Jeremy Strang recapped the abatement action, provided photos of the location, and responded to Board inquiries.

Chairman Abe opened the public hearing. No one came forward.

Responding to inquiries from the Board, Code Enforcement Officer John Rohrbach advised this abatement was limited to the outside of the residence only and no anticipation the vacant residence would attract an illegal element.

MOTION: Move to close the public hearing and adopt findings

MOVED: Mary Jane Griego

SECOND: John Nicoletti

AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker NOES: None

ABSENT: None ABSTAIN: None

VIII. ITEM OF PUBLIC INTEREST

- A. Consider request for dance permit from Mad K Country LLC doing business as The Branding Iron located at 5861 Feather River Boulevard and take action as appropriate. (Ten minute estimate) (028-11) Ms. Kimerli Rempp advised the business had recently sold and requested approval and transfer of dance permit to new owner Israel Barron.

Following Board discussion, Ms. Rempp advised all inspections for the permit had been concluded and passed.

MOTION: Move to approve and transfer dance permit to new owner upon submittal of appropriate documents and approval of the Sheriff's Department

MOVED: Andy Vasquez

SECOND: John Nicoletti

AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker NOES: None

ABSENT: None ABSTAIN: None

IX. CORRESPONDENCE - (029-11)

- A. Notice from State of California Fish Commission relating to readoption of emergency regulations concerning Stewarts Point State Marine Reserve and Stewarts Point State Marine Conservation Area.

MOTION: Move to accept and file

MOVED: Hal Stocker

SECOND: Mary Jane Griego

AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe NOES: None

ABSENT: None ABSTAIN: None

X. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Vasquez: Requested Counsel provide copies of redline corrections on certain agreements and ordinances submitted for Board approval

Supervisor Nicoletti:

- Provided a copy of Walt Whitentons plan for redistricting to Wendy Hartman
- Commended Sean Powers for receipt of CSAC Senior Executive Credential Certificate
- City of Marysville interested in land near South Annex be dedicated for a park
- Senator Doug LaMalfa reviewing county voting practices
- Memorial Adjournment - Mrs. Carmen Ramos
- Memorial Adjournment - Mrs. Eloise "Jerry" Carmody
- Memorial Adjournment - Mr. Shigeo "Jack" Tanimoto
- Memorial Adjournment - Mr. Dave Wheeler
- Memorial Adjournment - Mr. Eugene H. Lonon

Supervisor Stocker: Memorial Adjournment - Ms. Glydas Zerba

Supervisor Abe: Sacramento Valley Flood Action Committee group met January 10, 2011 related to new flood maps

Planning Director Wendy Hartman: Recommendations prepared for Sacramento Area Council of Governments Metropolitan Transportation Plan (MTP) Scenario No. 3 and letter prepared for Board approval.

XI. CLOSED SESSION: The Board retired into closed session at 11:35 a.m.

- A. Pending litigation pursuant to Government Code §54956.9(a) - Sacramento County et al vs. State of California et al
- B. Threatened litigation pursuant to Government Code §54956.9(b) - One Case/Wilden

The Board returned from Closed Session at 12:03 p.m. with all members present as indicated above.

Counsel Angil Morris-Jones advised no reportable action regarding pending litigation and in the matter of the threatened litigation the Board voted unanimously to allow the claimant to present a late claim against the public agency.

XII. ADJOURN: 12:04 p.m. by Chairman Abe in memory of Mrs. Carmen Ramos, Mrs. Eloise "Jerry" Carmody, Ms. Glydas Zerba, Mr. Shigeo "Jack" Tanimoto, Mr. Dave Wheeler, and Mr. Eugene "Gene" Lonon.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

BY: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

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

JANUARY 18, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session 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 Hal Stocker. 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 Nicoletti
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Mary Jane Griego
AYES: John Nicoletti, Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker NOES: None
ABSENT: None ABSTAIN: None

A. Administrative Services

1. Adopt resolution authorizing application for a grant from the Yuba County Water Agency and authorizing the County Administrative Officer and/or the Director of Administrative Services to receive and process the grant, including receiving funds and executing related documents, for flood control website. (031-11)
Adopted Resolution No. 2011-7, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING APPLICATION FOR A GRANT FROM THE YUBA COUNTY WATER AGENCY AND AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER AND/OR THE DIRECTOR OF ADMINISTRATIVE SERVICES TO RECEIVE AND PROCESS THE GRANT, TO INCLUDE RECEIVING FUNDS AND EXECUTING RELATED DOCUMENTS."
2. Approve renewal of Off-Airport Operator agreement and use permit with Krueger Aviation and authorize Chairman to execute same. (032-11) Approved.
3. Approve lease agreements with Michael Murphy for corporate hanger lease site No. 5, ground sites No. 4 and 6 and authorize Chairman to execute same. (033-11) Approved.

B. Auditor-Controller

1. Authorize Budget Transfer in the total amount of \$148,900 to transfer health insurance in lieu back to salaries for general and operating departments for six month period ending December 31, 2010. (034-11) Approved.

C. Board of Supervisors

1. Approve Board of Supervisors' Committee appointments for 2011. (035-11) Approved.
2. Reinstate Board of Supervisors meeting of February 15, 2011. (036-11) Approved.

D. Community Development and Services

1. Adopt resolution approving memorandum of understanding with Sacramento Area Council of Governments (SACOG) for grant funding to update the Yuba County Bikeway Master Plan and authorizing the Public Works Director to execute necessary documents. (037-11)
Adopted Resolution No. 2011-8, which is on file in Yuba County Resolution Book No. 42 entitled: "APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SACOG FOR GRANT FUNDING THROUGH THE BICYCLE AND PEDESTRIAN REGIONAL FUNDING PROGRAM TO UPDATE THE YUBA COUNTY BIKEWAY MASTER PLAN AND TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE THE MOU AND ANY PERTINENT DOCUMENTS RELATED TO ADMINISTRATION OF THE GRANT."

IV. PUBLIC COMMUNICATIONS:

Economic Development Coordinator John Fleming recapped upcoming meetings for board participation related to economic development:

- Economic Development Advisory Committee, Friday, January 21, 2010 at 7:30 a.m. at Gary's Place
- United States Department of Agricultural Jobs Forum scheduled March 2, 2011 in Dobbins
- Annual Economic Development Forecast scheduled April 29, 2011 at Peach Tree Country Club

V. COUNTY DEPARTMENTS

A. Community Development and Services

1. Approve letter to Sacramento Area Council of Governments regarding growth allocation assumption for the Preferred Metropolitan Plan Scenario for Yuba County and authorize Chairman to execute same. (Ten minute estimate) (038-11) Planning Director Wendy Hartman recapped changes to the submitted letter to in regards to regional growth allocation and flood protection and responded to Board inquiries. Community Development and Services Director Kevin Mallen responded to Board inquiries regarding growth, impact fees, and impacts to transportation project funds.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: John Nicoletti, Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker NOES: None
ABSENT: None ABSTAIN: None

B. County Administrator

1. Receive report regarding Fiscal Year 2011-2012 Budget and provide staff direction as appropriate. (60 minute estimate) (039-11) County Administrator Robert Bendorf provided a Power Point presentation recapping the following related to the Fiscal Year 2011-2012 projected budget:
 - Non-General Fund Departments may receive some General Fund revenue
 - ✓ Social Services funding sources from State and Federal
 - ✓ Child Support Services funding sources from State and Federal
 - ✓ Sheriff/District Attorney/Probation some State and Federal funding, Public Safety sales tax and General Fund

- General Fund Departments
 - ✓ Assessor, Auditor, Clerk of the Board, County Administrator, County Clerk, Treasurer, Public Guardian
 - ✓ Non County Departments other expenditures - Public Defender, contingencies, reserves, payments to state and federal requirements
- General Fund/Discretionary Revenues
 - ✓ Property Tax, Triple Flip, Sales Tax, Interest Earnings, Transient Occupancy Tax, County Share of certain fines and fees, Franchise Fees, Tipping Fees
 - ✓ Revenue received lowest since 2006-2007
 - ✓ Appropriation of General Fund/Discretionary Revenues
- Addressing Previous and Current Year Impacts
- Cost Increases and Assumption
 - ✓ Salaries - No cost-of-living adjustment for Fiscal Year 2011-12
 - ✓ Health Benefits - 10 % increase based on average 11.5% increase each year (220% increase since 2000)
 - ✓ County Paid Health Benefits - \$9.4 million (\$2.9 million in 1999-2000)
 - ✓ Pensions
 - County Plan - Miscellaneous Retirement Plan 2% at 55 - Safety Retirement Plan 2% at 50
 - History of county costs and changes (Up from 2.60% in 2003/2004 to 18.67% in 2011-12)
 - ✓ Life Insurance/Unemployment and Medic-Care Benefit Assumptions remain static
- General Fund Revenue Summary indicating no significant increases and some decreasing with an approximate total decrease of \$1.1 million; Costs increases of \$1.7 million; and one-time revenue uses of \$1.3 million for a total of \$4.1 million deficit
- Information for reference to close gap between expenses and revenues:
 - 10% decrease to County paid Health equals \$938,000
 - 5% cut to Salaries equals \$2.8 million
 - 5% cut to General Fund appropriation equals \$1.2 million
 - 10% cut of General Fund appropriation equals \$2.5 million
- Budget Goals for 2011-12 included:
 - No new positions and increase in General Fund Appropriations
 - Departments absorb cost increases and reduce line items as appropriate
 - Identify service level reductions and reduce reliance on one-time revenue sources where possible
 - Ongoing Revenues equal Ongoing Expenditures
 - A majority of structural deficit is corrected
 - Budget reserves per established Board policy at 6%
 - General Fund revenues are budget conservatively
 - Minimize service level reductions and layoffs
- Considerations for Board
 - Meet and confer with labor units
 - Budget instructions to departments to include:
 - ✓ Absorb cost increase
 - ✓ Assume no increase in General Fund appropriation
 - ✓ Identify Budget impacts (layoffs, service level reductions)

In response to specific Board inquiries, Mr. Bendorf advised the following:

- County Service Area 70 funds are received and budgeted for Public Safety
- Transfer of state programs to county such as Child Support Services with some funding for five years
- Could increase employee contributions to health and retirement benefits to address the steady increase in costs

Following Board discussion, Mr. Bendorf advised the Board would receive the midyear review for Fiscal Year 2010-2011 at the February 15, 2011.

VI. CORRESPONDENCE - (040-11)

- A. Letter from Missing in America Project regarding designation of disposition of indigent military veteran remains. Received

VII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Griego:

- OPUD/County Liaison Committee meeting held January 14, 2011
- Appointed Sacramento Area Council of Governments Land Use and Housing Committee Chair
- Judge at the American Legion Speech Contest held January 15, 2011

Supervisor Nicoletti: Memorial Adjournment - Ms. Teresa Hazlerig

Supervisor Vasquez:

- Retirement of Yuba County Water Agency Power Systems Manager Steve Onken
- Receiving redlined version of the entire ordinance code which was adopted in August 2010 and possibility of reconsidering Board action taken

Supervisor Abe:

- Meeting regarding sphere of influence for Wheatland
- Memorial Adjournments - Mrs. Marlene High; Ms. Dona Sparkman; and Mrs. Dortha Baker

VIII. ADJOURN: 11:20 a.m. in memory of Ms. Teresa Hazlerif, Mrs. Marlene High, Ms. Dona Sparkman, and Mrs. Dortha Baker by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors

044-11



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

A handwritten signature in dark ink, appearing to read "Donna Stottlemeyer", is written over the "From:" line.

Subject: Fish and Game Advisory Commission – At-Large Representative

Date: January 25, 2011

Recommendation

Re-appoint Grady Windham to the Fish and Game Advisory Commission as an at large representative for a term to expire January 25, 2015.

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 and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Mr. Dousman's term.

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

Fiscal Impact

None

Committee Action

None required.

rf

attachment

The County of Yuba

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



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

JAN 29 2010

X FISH & GAME ADVISORY COMMISSION

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

GRADY WINDHAU

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

OCCUPATION/PROFESSION:

SUPERVISOR/ DISTRICT

NUMBER:

PASTOR, WHEATLAND HARVEST CHURCH

REASONS YOU WISH TO

SERVE ON THIS BODY:

STRONG INTEREST IN WILDLIFE CONSERVATION
AND OUTDOOR ACTIVITIES.

QUALIFICATIONS:

NATIVE RAISED IN WOODS & MEMBER
OF TROUT UNLIMITED (TU)

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

RETIRED CHP SGT

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

Grady Windhaus

DATE

29 DEC 09

THIS SECTION FOR OFFICE USE ONLY

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

☒ APPLICANT APPOINTED: NOV 16, 2010

☒ OTHER: Todd Quist advised applicant "No Vacancies at this time."



Yuba-Sutter
Local Enforcement Agency

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

E n v i r o n m e n t a l H e a l t h D i v i s i o n

Phone: (530) 749-5450

Fax: (530) 749-5454

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

TO: Board of Supervisors

045-11

FROM: Tejinder Maan/ Environmental Health Director
Jagjinder Sahota, Yuba-Sutter LEA

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

Date: January 14, 2011

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: The 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. The Environmental Health Department has applied for and successfully completed all grant requirements every year since 1997.

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.

Fiscal Impact: The Environmental Health Department proposes to enter into an agreement with the 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 the CalRecycle. All expenditures related to implementation of this program during the fiscal years 2010/2011-2015/2016 will be funded by this grant, and therefore there will be no fiscal impact to the general fund.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE DIRECTOR OF
ENVIRONMENTAL HEALTH TO APPLY FOR
CALRECYCLE WASTE TIRE ENFORCEMENT GRANT
FISCAL YEARS 2010/2011-2015/2016

) Resolution No. _____

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 Yuba- Sutter LEA (Yuba County Environmental Health Department is the LEA for Yuba- Sutter area) 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 Yuba-Sutter LEA is eligible for the period of July 1st, 2011 through June 30th, 2016.

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 Yuba-Sutter LEA 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 _____, 2011 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

046-11



Office of the County Administrator

Robert Bendorf, County Administrator
John Fleming, Economic Development Coordinator
Russ Brown, Communications & Legislative Affairs Coordinator
Grace M Mull, Administrative Analyst
Teena L. Carlquist, Executive Assistant to the County Administrator
Yuba County Government Center
915 8th Street, Suite 115
Marysville, CA 95901

Phone: (530) 749-7575
Fax: (530) 749-7312
Email: rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

DATE: February 1, 2011

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: RD 784 application for Proposition 1E grant to fund Regional Drainage Facility Project

Recommended Action: Authorize Chairman to sign letter supporting Reclamation District 784's pursuit of Proposition 1E grant funding for its Regional Drainage Facility Project.

Background & Discussion: Reclamation District 784 has been involved in considerable work in the south county area to address flooding and drainage issues, and it is currently developing a Regional Drainage Facility Project to address concerns in the vicinity the Yuba County Airport. RD 784 will be applying to get a Proposition 1E grant to fund implementation of this project.

As part of the application it will submit in April, RD 784 is asking various local entities to submit letters of support.

Committee Action: Due to time constraints, this matter was not presented at the committee level.

Fiscal Impact: None

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

February 1, 2011

To Whom It May Concern:

The Yuba County Board of Supervisors has always supported Reclamation District 784's efforts to address vital flooding and drainage issues in the southern portion of our county. We likewise support its Regional Drainage Facility Project at the Ella Detention Basin (including Pump Station No. 10), which will reduce flood related impacts in the vicinity of the Yuba County Airport. So it is with great interest that we track RD 784's plans to submit a grant application to the State for Proposition 1E funding this April.

The Regional Drainage Facility Project will reduce the number of properties currently being mapped into the floodplain by FEMA as part of its Map Modernization process. It is an integral component of the County's overarching goal of enhancing safety and welfare to the citizens of Yuba County. We fully expect this project to reduce the financial burden imposed by mandatory flood insurance on those whose homes or businesses would otherwise remain in a FEMA floodplain.

It is for these reasons the Yuba County Board of Supervisors declares its support for RD 784's Regional Drainage Facility Project and asks the State approve grant funding for its completion.

Sincerely,

Roger Abe, Chairman

SUPERVISORS

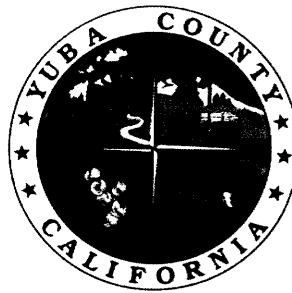
Andy Vasquez – District 1 • **John Nicoletti** – District 2 • **Mary Jane Griego** – District 3 • **Roger Abe** – District 4 • **Hal Stocker** – District 5

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



047-11

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: February 1, 2011

SUBJECT: Children's Medical Services (CMS) Plan Guidelines for
FY 2010-2011

RECOMMENDATION: Board of Supervisors approval of the attached CMS Plan Guidelines for FY 2010-2011 and authorization for the Chairman to sign CMS Certification Statements included in this plan is recommended.

BACKGROUND: The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC), to county health departments. DHCS allocates administrative funds to the Health Services Division of the Health and Human Services Department to provide these ongoing, mandated services upon the submission and approval of the CMS Plan Guidelines.

DISCUSSION: The CMS Plan Guidelines for FY 2010-2011 includes the combined plan, budget, and scope of work to continue the administration of the CMS, CHDP, CCS and HCPCFC programs in Yuba County. The total CMS budget is \$401,004.00; which includes the CHDP budget of \$112,872., the HCPCFC budget of \$51,135., and the CCS budget of \$236,997. This revenue source covers salaries and benefits for 3.905 Full Time Employees (FTEs), in addition to the costs of services and supplies associated with administering these programs.

COMMITTEE: The Human Services Committee recommended approval on January 11, 2011.

FISCAL IMPACT: There is a County match of \$16,565. for the CCS program, which will be paid through Health Realignment Funds.

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

Certification Statement - Child Health and Disability Prevention (CHDP) ProgramCounty/City: Yuba County

Fiscal Year: 2010-11

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.


 Signature of CHDP Director

12-2-10
 Date Signed


 Signature of Director or Health Officer

12/1/10
 Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

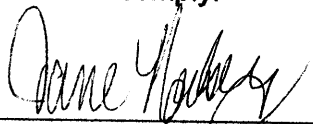
BY: Maria Bryant-Pellard

Certification Statement - California Children's Services (CCS)

County/City: Yuba County

Fiscal Year: 2010-11

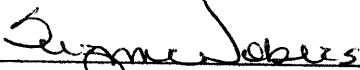
I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.



Signature of CCS Administrator

12/2/10

Date Signed



Signature of Director or Health Officer

12/1/10

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Maria Bryant-Pellus

**Children's Medical Services (CMS)
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)**

Plan Guidelines

FY 2010-2011

**Children's Medical Services
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)**

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2. Budget Worksheet	N/A
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Plan and Budget Required Documents Checklist

MODIFIED FY 2010-2011

County/City: Yuba CountyFiscal Year: 2010-2011

Document		Page Number
1.	Checklist	3 - 4
2.	Agency Information Sheet	5
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	6
	B. Certification Statement (CCS) – Original and one photocopy	7
4.	Agency Description	
	A. Brief Narrative	8
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	9 - 11
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised (Includes Class Specification – PHN I/II)	12 - 25
5.	Implementation of Performance Measures – Performance Measures for FY 2009-10 are due November 30, 2010.	N/A
6.	Data Forms	
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7.	Memoranda of Understanding and Interagency Agreements List	
	A. MOU/IAA List	29
	B. New, Renewed, or Revised MOU or IAA	N/A
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	Budgets	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	30
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Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

County/City: Yuba County

Fiscal Year: 2010-2011

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4.	Budget Justification Narrative	40
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	Yes, only if applicable
2.	County/City Other Expenses Justification Form	Yes, only if applicable
9.	Management of Equipment Purchased with State Funds	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	Yes, only if applicable
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	Yes
3.	Property Survey Report Form (STD 152)	Yes, only if applicable

Agency Information Sheet**County/City:** Yuba County**Fiscal Year:** 2010 - 11**Official Agency**

Name:	County of Yuba (Health and Human Services Agency)	Address:	5730 Packard Avenue, Suite 100
Health Officer	Joseph Cassady, D.O.		Marysville, CA 95901

CMS Director (if applicable)

Name:	_____	Address:	_____
Phone:	_____		_____
Fax:	_____	E-Mail:	_____

CCS Administrator

Name:	Jane Norberg, Supervising PHN	Address:	5730 Packard Avenue, Suite 100
Phone:	530-749-6805		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	jnorberg@co.yuba.ca.us

CHDP Director

Name:	Joseph Cassady, D.O.	Address:	5730 Packard Avenue, Suite 100
Phone:	530-749-6366		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	joecassady@co.yuba.ca.us

CHDP Deputy Director

Name:	Jane Norberg, Supervising PHN	Address:	5730 Packard Avenue, Suite 100
Phone:	530-749-6805		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	jnorberg@co.yuba.ca.us

Clerk of the Board of Supervisors or City Council

Name:	Donna Stottlemeyer, Clerk of the County Board of Supervisors	Address:	915 8 th Street, Suite 109
Phone:	530-749-7510		Marysville, CA 95901
Fax:	530-749-7353	E-Mail:	dstottlemeyer@co.yuba.ca.us

Director of Social Services Agency

Name:	Suzanne Nobles, Director	Address:	5730 Packard Avenue, Suite 100
Phone:	530-749-6271		Marysville, CA 95901
Fax:	530-749-6281	E-Mail:	snobles@co.yuba.ca.us

Chief Probation Officer

Name:	Jim Arnold	Address:	215 5 th Street
Phone:	530-749-7550		Marysville, CA 95901
Fax:	530-749-7364	E-Mail:	jamold@co.yuba.ca.us

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Yuba County Fiscal Year: 2010-11

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Certification Statement - California Children's Services (CCS)

County/City: Yuba County

Fiscal Year: 2010-11

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Brief Narrative

Yuba County's CHDP Program is currently composed of a Supervising Public Health Nurse who serves as the CHDP Deputy Director, (two) Public Health Nurse I/II and an Office Specialist. The program is part of the CMS Unit which includes CHDP, HCPCFC and CCS. The unit is directly supervised by a Supervising Public Health Nurse. The unit is one of three within the Health Services Division which is managed by the Director of Nurses with medical oversight provided by the Health Officer (Director of CHDP). The Health Services Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services or Child Protective Services). The Foster Care Nurse in the HCPCFC program is stationed in the Children's Services Division. This position is part of the CMS Unit and is supervised by the Supervising Public Health Nurse. This position receives program direction and input from both the CHDP Deputy Director and staff from the Children's Services Division.

Yuba County is a CCS dependent county under the direction of the Sacramento Regional Office (SRO). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Medical Case Manager collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Medical Case Manager reviews all requests for needed medical services and intervenes in high-risk client case management. CHDP staff refers children identified on the PM 160 with possible CCS eligible condition(s) to the CCS Case Manager. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - California Children's Services

For FY 2010-11, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, and; RC for Regional Center.

County/City: Yuba County Fiscal Year: 2010-11

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising Public Health Nurse	Jane Norberg	5%	Yes	No
Public Health Nurse II	Robert Hogan	90%	Yes	No
Case Manager	Michele Clark	90%	Yes	No
Public Health Nurse II	Cheryl Andersen	21%	Yes	No
Veronica Villalobos	Office Assistant (Bilingual)	5%	Yes	No
Account Technician	Donna Clark	3%	Yes	No

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - Child Health and Disability Prevention Program

For FY 2010-11, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Yuba County**

Fiscal Year: **2010-11**

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN, CHDP Deputy Director	Jane Norberg	25%	None	5% CCS, 6.5%HCPCFC, 63.5% General	Yes	No
Public Health Nurse I/II	Cheryl Andersen	50%	None	21% CCS, 29% General	Yes	No
Public Health Nurse I/II	Cherisse Lacoste	10%	None	22% Ims Coordinator, 68% General	Yes	No
Office Specialist	Kathleen Harriger	30%	None	70% General	Yes	No
Accounting Technician	K. Goss	5%	None	95% General	Yes	No

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - Health Care Program for Children in Foster Care

For FY 2010-11, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Yuba County

Fiscal Year: 2010-2011

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN	Jane Norberg	6.5%	None	25% CHDP, 5% CCS, 63.5% General	Yes	
Public Health Nurse I/II	Paulette Almeida	50%	None	50% Children's Services	Yes	No

DUTY STATEMENT

TITLE: Supervising Public Health Nurse & CHDP Deputy Director
(25% CHDP, 5% CCS, 6.5% HCPCFC, 63.5% General,)
Jane Norberg

REPORTS TO: Director of Nursing

DEFINITION: Under the direction of the Director of Nurses assigns, directs, and reviews the work of all assigned nursing personnel and related staff; assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

DUTIES:
CHDP

- 4.25% Determine the medical rationale to ensure timely referral for medical and/or dental health assessment services.
- 6% Interpret information regarding the applicant/client's health status and his/her needs for preventive health services; explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
- 4% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
- 3% Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and CalWorks staff to improve the availability and use of medical services.
- 3% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
- 0.5% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Programs.
- 0.5% Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, and injury prevention.
- 0.5% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes.
- 0.5% Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.
- 0.25% Develop and review program standards, regulations, policies, procedures, health-related educational materials.
- 1% Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings.

- 0.5% Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).
- 0.5% Provide annual updated training and informing materials consistent with federal informing requirements.
- 0.5% Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrate equipment, and appropriately-stored vaccines.

CCS

- 1.25% Furnish medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.
- 1.25% Collaborate with groups of physicians, health department staff (e.g. public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- 1.25% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Programs, hospitals, and special care centers.
- 1.25% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Review CCS data, and analyze and utilize in program-related needs assessments, program planning, and evaluation. Develop, monitor, and revise yearly budgets to implement program plan within program appropriations in accordance with CMS Plan and Fiscal Guidelines. Recruit, orient, supervise, and evaluate personnel responsible for implementing the CCS program according to the Staffing Standards. Assure that CCS funded personnel perform only allowable functions, audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file. Prepare program-related reports, documents, and correspondence
- 0.75% Develop and review medically related regulations, policies and procedures, and other health care service standards. Interpret CCS program standards and policy letters to physicians and other health care professionals.
- 0.75% Perform county, regional, and state program reviews; evaluate performance, attainment of goals/ objectives, measure outcomes, etc. Develop and utilize medical criteria to review claims, reporting forms, and client charts for the purpose of evaluating the appropriateness and adequacy of medical and allied professional health care

HCPCFC

- 1.625% Participate on advisory boards and commissions to interpret the health care services needs of clients in foster care. Assure medical input into the negotiation, implementation, and monitoring of the PHN role and activities as outlined in the HCPCFC Memorandum of Understanding with the local departments of social services and probation. Participate in coordination activities to develop the

medical and health care services role of the public health nursing program in foster care in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (LEAs), public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Care Plans, hospitals, and CCS Special Care Centers.

- 1.625% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Review and use HCPCFC data in program planning and evaluation. Develop, monitor, and revise annual budgets within program appropriations, in accordance with CMS Plan and Fiscal Guidelines. Recruit and evaluate PHN personnel responsible for implementing the HCPCFC program in accordance with the Welfare and Institutions Code, Sec. 16501.3 and the HCPCFC Model Scope of Work activities. Assure that HCPCFC funded PHN personnel perform only allowable functions and complete time studies a minimum of one month a quarter. Assure that an audit trail is maintained and all appropriate documentation is retained on file. Evaluate the impact of the PHN on the foster care team and the health status of clients in foster care. Prepare program-related reports, documents, and correspondence.
- 1.625% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care. Provide supervision and evaluation of the PHN(s) in the performance of their professional program activities.
- 1.625% Conduct joint reviews of case records for documentation of medical, dental and health care services with child welfare services agencies and probation departments.

DUTY STATEMENT

Title: Public Health Nurse I/II
(50% CHDP, 21% CCS, 29% General)
Cheryl Andersen, PHN II

Reports To: CHDP Director and the Supervising Public Health Nurse

Definition: The CHDP PHN works under the direction of the Deputy Director. The role of the PHN in the CHDP program is to provide support to the Deputy Director in the areas of Administrative Medical Case Management and Quality Management of CHDP providers.

Duties: Using skilled professional medical expertise:
CHDP

- 10% Determine the medical rationale to ensure timely referral for medical and/or dental health assessments services.
- 30% Interpret information regarding the applicant/client's health status and his/her needs for preventive health services; explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
- 2% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
- 1% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
- 0.5% Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, and injury prevention.
- 4% Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings.
- 0.5% Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).
- 2% Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately-stored vaccines.

CCS

- 4% Ensures appropriate medical follow-up.
- 10% Collects and interprets the applicant/clients medical status and his/her needs for medical services; identify resources and referrals needed to support a patients medical condition in the home.
- 4% Reviews literature and researches articles to determine eligibility and/or benefits relating to a specific clients medical condition.
- 3% Provides information on specialized medical program services available to medically high-risk children and their families.

DUTY STATEMENT

Title: CHDP Public Health Nurse I/II
(10% CHDP, 23% Immunization, 67% General)
Cherisse Lacoste

Reports To: CHDP Director and the Supervising Public Health Nurse

Definition: The CHDP PHN works under the direction of the Deputy Director. The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative Case Management and Quality Management of CHDP Providers.

Duties: Using skilled professional medical expertise:

- 1% Determine the medical rationale to ensure timely referral for medical and/or dental health assessment services.
- 8% Interpret information regarding the applicant/client's health status and his/her needs for preventive health services; explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
- 1% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Public Health Nurse I/II
ALLOCATION: Health & Human Services
FLSA STATUS: Non-exempt
UNION AFFILIATION: YCEA

ESTABLISHED: Prior to 1990
REVISED: July 2010

JOB SUMMARY:

Provides the full range of public health nursing services including teaching, health assessment, and counseling services in homes, clinics, schools and community centers in connection with the prevention and control of diseases and adverse health conditions; performs related work as assigned.

Public Health Nurse I is the entry level in the public health nursing class series. Initially under close supervision, incumbents learn and perform a variety of public health nursing duties in assigned program areas. As experience is gained, assignments become more complex and are performed under more general supervision. This class is alternately staffed with Public Health Nurse II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meet the requirements for the higher level class.

Public Health Nurse II is the working level in this class series, fully qualified to provide public health nursing services for complex cases and to review the work of para-professional or support staff assigned to a nursing team. This class is distinguished from Public Health Nurse III in that the latter has programmatic responsibility and may provide lead direction of staff in addition to performing the full range of public health nursing duties.

CLASS CHARACTERISTICS:

This position reports directly to Supervising Public Health Nurse.

EXAMPLES OF DUTIES:

Essential:

Public Health Nurse I:

- Participates on a health services team with other professionals and paraprofessionals in the delivery of public health nursing services.
- Performs case management activities which includes evaluating the health needs for individuals or special population groups and identifying the symptoms of physical, mental or emotional problems; provides referrals for individuals or families to medical providers, appropriate community agencies or other support services; follows up to ensure services have been obtained and meet the client's needs.
- Develops plans for individuals and families to meet their health care needs, such as coping with care for a family member such as a child, spouse or parent.
- Identifies at-risk populations; develops strategies to meet identified needs and to provide primary prevention and health promotions services to the community.
- Recommends prenatal and post-partum nursing; provides family planning information and counseling.
- Participates in epidemiological investigations in the home, school and the community.
- Provides professional instruction, counseling and guidance to individuals and groups related to the prevention of disease and the promotion of health.
- Assists in the preparation and presentation of community outreach programs for specialized programs and activities.
- Acts as the patient liaison and advocate with medical service resources.
- Responds to public health emergencies and disasters as needed, utilizing the nursing skills authorized under their professional scope of practice.
- Updates and maintains a variety of records, files and charts reflecting patient care activities, progress and results.

Public Health Nurse II (In addition to the above):

- Interviews and instructs diagnosed and contact cases of communicable disease to promote cure and prevent contagion.
- Participates in the planning, operation and appraisal of a variety of public health clinics.
- Participates in a variety of community screening, educational and related outreach programs;

- conducts presentations, addresses community and school groups related to public health programs.
- Coordinates community health nursing activities with those of other County human service departments.
- Gathers and compiles data related to specialized health assessment and public nursing activities; analyzes statistical information and prepares reports of findings.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Maintains accurate records and prepares periodic and special reports as required.
- Uses standard office equipment, including a computer, in the course of the work.

EMPLOYMENT STANDARDS:

Knowledge of:

Public Health Nurse I:

- Principles, practices and techniques of providing public health nursing services including diagnosis, treatment, control and prevention of communicable and chronic illness, nutrition and its effect upon various age groups, normal growth and development, including aging and health guidelines for all age groups.
- Principles and practices of health education, counseling, interviewing, instruction and history taking.
- Procedures involved in promoting maternal and child health.
- Information and treatment techniques related to symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.
- Applicable laws, codes and regulations, including the California Nurse Practice Act.
- Proper techniques for documenting services provided.
- Community and public agency resources available to the clients served, including extended nursing care.
- Mandatory reporting responsibilities related to suspected abuse or neglect of children, dependent adults, and the elderly.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.
- Computer applications related to the work.

Public Health Nurse II (in addition to the above):

- Demographic, bio-statistical and data collection methods used in evaluating public health rules and regulations.
- Sociological and emotional problems in care of patients with long term-care of individuals.
- Basic techniques and methods used in training design, teaching and instruction for individuals and groups.

Skill In:

Public Health Nurse I:

- Performing nursing assessment and specified diagnostic tests and instructing others in continuing required treatments.
- Assessing normal health and behavior and developing, implementing and managing effective treatment plans
- Interpreting, applying and explaining laws, rules, policies, procedures and technical information.
- Communicating clear and accurate information regarding clients to physicians and other health providers.
- Preparing clear and accurate procedures, educational materials, reports, correspondence and other written materials.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.
- Identifying cultural differences on community health care practices.

Public Health Nurse II (in addition to the above):

- Using initiative and independent judgment within established policy and procedural guidelines.

- Organizing own work, setting priorities and meeting critical deadlines.
- Interpreting explaining and applying complex requirements, rules and regulations.
- Carrying assigned analytical projects through, from data gathering to completion.

Ability to:

- Exercise initiative and sound judgment and make appropriate recommendations.
- Assess and prioritize multiple tasks, projects and demands.
- Interpret, apply and adapt County and department policies, procedures, rules and regulations.
- Communicate and work effectively with public health personnel, health professionals, representative of other agencies and the public.
- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Use patience, tact and courtesy
- Maintain accurate records and files.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group V) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Mobility to work in a typical clinic setting and use equipment standard to the field.
- Work with infected individuals and tolerate exposure to communicable diseases.
- Lift, carry, push and/or pull equipment and supplies weighing up to 25 pounds on a routine basis.
- Drive a personal motor vehicle in order to visit various work sites and/or attend meetings.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Work in a standard office or clinic setting.
- Work may require exposure to sources of potentially contagious pathogens in the course of field duties, while wearing personal protective equipment.
- May be required to work extended hours.
- May be required to attend meetings outside of normal business hours.
- Will be required to be available for call back in emergency situations.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications the County reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures:

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment.
- Possess license as a Registered Nurse in the State of California.
- Possess certification as a Public Health Nurse in the State of California.

Special Requirements:

- Successfully complete an extensive and thorough background investigation which includes Live Scan fingerprinting.

Education and Experience:

Public Health Nurse I

Minimum: Graduation from a four year college or university with major course work in nursing and possession of a license as a Registered Nurse and a Public Health Nurse certificate.

Preferred: In addition to the minimum, some experience in nursing.

Public Health Nurse II

Minimum: Graduation from a four year college or university with major course work in nursing, possession of a license as a Registered Nurse, a Public Health Nurse certificate, and one year of experience equivalent to the County's class of Public Health Nurse I.

Preferred: In addition to the minimum two years experience equivalent to the County's class of Public Health Nurse I.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

Dept Approval: Department Head
Date:

Signature: _____

Personnel Approval: Analyst
Date:

Signature: _____

DUTY STATEMENT

Title: Office Specialist
CHDP Clerk
(30% CHDP, 70% General)
Kathleen Harriger

Reports To: Supervising Public Health Nurse / CHDP Deputy Director

Definition: Under the direction of the CHDP Deputy Director, the CHDP Clerk is responsible for the clerical duties of the CHDP program. (S)He performs technical clerical work and exercises independent judgment. (S)He works with providers and consumers to inform them of the CHDP program guidelines.

Duties:	<u>CHDP</u>	
	2%	Performs activities which include a combination of oral and written information associated with follow-up contacts to clients referred from local social service departments including telephone calls, letters, and home visits with respective documentation required on Social Services forms (PM 357).
	1%	Orders, maintains, and distributes program materials for outreach purposes.
	6.75%	Informs and assists clients and their families in accessing program services.
	6.75%	Identifies and follows up on the need for support services such as scheduling appointments and transportation to assure that the client can access services.
	6.75%	Receives and processes PM160 exams, prepares those designated by a medical or dental provider for further follow-up services.
	4%	Prepares reports, documents and correspondence that relate to the program.
	.5%	Participates in training sessions for providers on claiming program policy and regulations.
	.25%	Maintains current list of CHDP medical and dental providers.
	2%	Provide general clerical support.

DUTY STATEMENT

Title: Office Assistant
(5% CCS, 95% General)
Veronica Villalobos

Reports To: CHDP Deputy Director

Definition: Interprets and translates for Spanish speaking CHDP clients to inform them about program requirements, services, and follow-up with recommended medical care.

Duties:

- 2.5% Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.
- 2.5% Provide translation to assist the applicant/client, whose primary language is other than English.

DUTY STATEMENT

Title: Accounting Technician
(5% CHDP, 95% General)
Kathy Goss

Reports To: Fiscal Manager

Definition: Provides financial and accounting support for the CHDP and CCS grants. This includes performing technical accounting work such as billing, claims, and monitoring expenditures.

Duties:

- 1.5% Reviews fiscal procedures and activities to evaluate program compliance/effectiveness.
- 2% Works with CHDP Deputy Director and CCS Administrator in developing budgets and monitors the use of the program funds.
- 1.5% Prepares fiscal reports, documents, and related correspondence.

Duty Statement

Title: Public Health Nurse I/II
CCS Medical Case Manager
(90% CCS Case Manager, 10% General)
Robert Hogan

Reports To: CCS Administrator

Definition: Responsible for the day to day CCS Medical Case Management activities. This must be a Skilled Professional Medical Person (SPMP).

Duties: Using skilled professional medical expertise to:

70% Perform administrative medical case management activities such as:

Determining the medical rationale to ensure timely and appropriate medical follow-up.

Collecting and interpreting information regarding the applicant/client's medical status and his/her needs for medical services; conducting hospital-based utilization review activities to determine number of days for approval; identifying resources and referrals needed to support a patient's care in the home for his/her medical condition.

Initiating a proactive medical case management plan, including a review of the adequacy and availability of medical services for the applicant/client and participation in medical case management conferences to coordinate medical service needs and program benefits.

Reviewing literature and research articles to determine eligibility and/or benefits relating to a client's specific medical condition.

Reviewing complex physician billing and making fee determinations.

Providing information on specialized medical program services available to medically high-risk children and their families.

Furnishing medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.

Determining the estimated cost of medical care for exceptional cases.

Determining the authorizations to be issued for medical services and benefits to paneled medical/allied health providers and vendors based on knowledge and application of program standards and county requirements.

5% SPMP Intra/Interagency Collaboration activities such as:

Collaborating with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff

to improve the availability and use of medical services.

5% Participating in SPMP Program Planning and Policy Development and Quality Management activities such as:

Developing educational resources regarding CCS services and benefits for use by patients/families, providers, and community agencies.

Interpreting CCS program standards and policy letters to physicians and other health care professionals.

Participating in county program reviews; evaluate performance, attainment of goals/objectives, measure outcomes, etc.

5% SPMP and Non-SPMP training activities such as:

Participating in county, regional, and state-conducted medical training sessions/meetings and attending professional education programs relevant to the role of the medical professional and/or to medical administration of the program(s).

Participating in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

5% Program Specific Administration activities such as:

Reviewing program standards, regulations, policies, procedures, and health-related educational materials.

Reviewing literature and research articles to apply up-to-date knowledge in delivery of health care services.

Preparing program-related reports, documents, and correspondence.

DUTY STATEMENT

Title: CCS Case Manager
(90% CCS, 10% General)
Michele Clark

Reports To: CCS Administrator

Definition: Under the direction of the CCS Administrator and the Director of Nursing, performs duties necessary to the workings of the CCS program in Yuba County. (S)he works closely with the State Regional Office (SRO), providers, families, Health Division staff, and associated agencies in other counties in performing his/her duties.

Duties:

- 1% Coordinates and participates in screening programs to facilitate identification of at risk patient population who are eligible for program services.
- 2% Orders, maintains, and distributes CCS/MC program materials to families, community agencies, and health care providers.
- 35% Determines financial and residential eligibility for CCS, conducts interviews of applicant/client family, including screening potential eligibility for Medi-Cal.
- 5% Informs and assists applicant/client and family in accessing other Medicaid program services, as they related to the client's medical condition such as Medi-cal and supplemental services.
- 3% Identifies barriers and assists the applicant/client, whose primary language is other than English, to secure medical services.
- 7% Participates in coordination of activities as required to meet the program(s) mandate in relation to other agencies such as Regional Center, Medi-Cal field office, local education agencies, public health agencies to include Maternal, Child and Adolescent Health services, Medi-Cal managed care programs, hospitals, and special care centers.
- 1% Reviews literature and researches articles to apply up-to-date knowledge in delivery of health care services.
- 2% Develops and reviews program standards, regulations, policies, procedures, and health related educational materials.
- 30% Prepares reports, documents, and correspondence related to the program.
- 2% Participates in program required/conducted county, regional and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

- 2% Participates in training/education programs which will improve the skill level of the individual staff member in meeting and serving the medical needs for the applicant/client.

DUTY STATMENT

- Title:** Foster Care Public Health Nurse (PHN)
(50% CHDP-Foster Care, 50% Children's Services)
Paulette Almeida
- Reports To:** Supervising Public Health Nurse
- Definition:** Under the direction of the CHDP Deputy Director and in support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal.
- 2.5% Inform and assist child/youth in foster care and foster care providers with the need to obtain preventive health services within 30 days of placement.
- Inform and assist child/youth and foster care providers with the need for support services such as finding appropriate resources and scheduling appointments for medical, dental, mental health and developmental services.
- Promote an understanding of the need to maintain a link to health care services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs.
- 15% Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers; explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others; identify resources and assist clients, their caseworkers and foster care providers in obtaining comprehensive assessments and treatment services.
- 5% Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.
- 5% Consult with the caseworker, foster care provider, and health care provider to develop and update a health plan in the client's case plan.
- 5% Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.
- 2.5% Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.
- 2.5% Interpret medical information on specialized health services for medically high-

risk clients and assist the caseworkers and foster care providers to obtain referrals for necessary services.

- 1% Collaborate with caseworkers, medical, dental, mental and developmental health providers, Independent Living Skills Program coordinators, foster care providers, Foster Family Agencies, Group Homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- 2.5% Interpret the health care needs of clients in foster care to the medical provider network, other health care service providers, caseworkers, juvenile court officers, and foster care providers.
- 3% Assure that the Health and Education Passport or its equivalent is present and updated as necessary.
- 1% Prepare program-related reports, documents, and correspondence.
- 3% Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.
- 1% Provide program information to caseworkers, juvenile court officers, foster care providers, foster family agencies, group homes, and other service agencies on the public health nursing services available through the HCPCFC.
- 1% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.

California Children's Services Caseload Summary Form

County: Yuba

Fiscal Year: 2010-2011

		A	B				
	CCS Caseload 0 to 21 Years	07-08 Actual Caseload	% of Grand Total	08-09 Actual Caseload	% of Grand Total	09-10 Estimated Caseload based on first three quarters	% of Grand Total
MEDI-CAL							
1	Average of Total Open (Active) Medi- Cal Children	242	61.58%	264	58.54%	290	75%
2	Potential Case Medi-Cal	18	4.58%	20	4.43%	0	0%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	260	66.16%	284	62.97%	290	75%
NON MEDI-CAL							
Healthy Families							
4	Average of Total Open (Active) Healthy Families	65	16.54%	69	15.29%	66	17%
5	Potential Cases Healthy Families	1	0.25%	2	0.44%	0	0%
6	Total Healthy Families (Row 4 + Row 5)	66	16.79%	71	15.73%	66	17%
Straight CCS							
7	Average of Total Open (Active) Straight CCS Children	40	10.18%	66	14.63%	31	8%
8	Potential Cases Straight CCS Children	27	6.87%	30	6.65%	0	0%
9	Total Straight CCS (Row 7 + Row 8)	67	17.05%	96	21.28%	31	9%
10	TOTAL NON MEDI- CAL (Row 6 + Row 9)	133	33.84%	167	37.03%	97	36%
GRAND TOTAL							
11	(Row 3 + Row 10)	393	100%	451	100%	387	100%

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City:	FY 07-08	FY 08-09	FY 09-10
Basic Informing and CHDP Referrals			
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	6525		7332
2. Total number of cases and recipients in "1" requesting CHDP services	6992		
a. Number of CalWORKs cases/recipients	289	622	466
b. Number of Foster Care cases/recipients	49	75	83
c. Number of Medi-Cal only cases/recipients	130	247	120
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:			
a. Medical and/or dental services	158	114	70

b. Medical and/or dental services with scheduling and/or transportation	308	279	173
c. Information only (optional)	478	276	56
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	119	61	103
Results of Assistance			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	0	0	0
6. Number of recipients in "5" who actually received medical and/or dental services	0	0	0

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: **Yuba county**Fiscal Year: **2010-11**

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Vision Service Plan	MOU	1998	2010	Supervising PHN / Jane Norberg	No
Health Net	MOU	1998	2010	Supervising PHN / Jane Norberg	No
Access Dental	MOU	1998	2010	Supervising PHN / Jane Norberg	No
DentiCare	MOU	1999	2010	Supervising PHN / Jane Norberg	No
HCPCF	MOU	July 2009 - June 2011	11/2010	Supervising PHN / Jane Norberg	No
Health Families and CCS MOU	MOU	2000	2010	Supervising PHN / Jane Norberg	No
DSS	IAA	July 2009 – June 2011	11/2010	Supervising PHN / Jane Norberg	No
Safe Guard Vision	MOU	2005	2010	Supervising PHN / Jane Norberg	No
Blue Cross	MOU	2006	2010	Supervising PHN / Jane Norberg	No
Eyemed Vision Care	MOU	2005	2010	Supervising PHN / Jane Norberg	No

CHDP Administrative Budget Worksheet for FY 2010-2011
No County/City Match
State and State/Federal

County/City Name: YUBA

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Sup PHN - Norberg	25%	\$79,944	\$19,986	0%		100%	\$19,986	80%	\$15,989	20%	\$3,997
2. PHN II - Anderson	50%	\$67,840	\$33,920				\$33,920	80%	\$27,136	20%	\$6,784
3. PHN II - Lacoste	10%	\$57,459	\$5,746				\$5,746	80%	\$4,597	20%	\$1,149
4. Office Spec. - Harriger	30%	\$34,968	\$10,490				\$10,490			100%	\$10,490
5. Acct. Tech. - Goss	5%	\$41,958	\$2,098				\$2,098			100%	\$2,098
6.											
7.											
8.											
9.											
10.	1.20										
Total Salaries and Wages			\$72,240				\$72,240		\$47,722		\$24,519
Less Salary Savings											
Net Salaries and Wages			\$72,240				\$72,240		\$47,722		\$24,519
Staff Benefits (Specify %) Actual			\$21,435				\$21,435		\$13,507		\$7,928
I. Total Personnel Expenses			\$93,675				\$93,675		\$61,228		\$32,447
II. Operating Expenses											
1. Travel			\$300				\$300		\$240		\$60
2. Training			\$300				\$300		\$240		\$60
3. Office Expense			\$1,250				\$1,250				\$1,250
4. Educational Materials			\$1,700				\$1,700				\$1,700
5. Space Rent			\$4,925				\$4,925				\$4,925
6. Communications			\$254				\$254				\$254
7. Provider Training			\$1,100				\$1,100				\$1,100
8.											
9.											
10.											
II. Total Operating Expenses			\$9,829				\$9,829		\$480		\$9,349
III. Capital Expenses											
1.											
2.											
3.											
4.											
5.											
III. Total Capital Expenses											
IV. Indirect Expenses											
1. Internal (Specify %) 10.00%			\$9,368				\$9,368				\$9,368
2. External (Specify %) 0.00%											
IV. Total Indirect Expenses			\$9,368				\$9,368				\$9,368
V. Other Expenses											
1.											
2.											
3.											
4.											
5.											
V. Total Other Expenses											
Budget Grand Total			\$112,871		\$0		\$112,871		\$61,708		\$51,163

Prepared By (Signature)

CHDP Director or
Deputy Director

Date Prepared

Date

530-749-3278

Phone Number

kgoss@co.yuba.ca.us

Email Address

530-749-6805

Phone Number

jnorberg@co.yuba.ca.us

Email Address

CHDP Administrative Budget Summary for FY 2010-11

No County/City Match

County/City Name: YUBA

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$93,676	\$0	\$93,676	\$61,228	\$32,447
II. Total Operating Expenses	\$9,829	\$0	\$9,829	\$480	\$9,349
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$9,368	\$0	\$9,368		\$9,368
V. Total Other Expenses					
Budget Grand Total	\$112,872	\$0	\$112,872	\$61,708	\$51,164

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$0	\$0			
Medi-Cal Funds:			\$112,872		
State	\$41,009		\$41,009	\$15,427	\$25,582
Federal (Title XIX)	\$71,863		\$71,863	\$46,281	\$25,582

Prepared By (Signature) Kathy Goss 11/1/10 Date Prepared 530-749-6278 Phone Number kgoss@co.yuba.ca.us Email Address

CHDP Director or Deputy Carrie Jorberg 12/2/10 Date 530-749-6805 Phone Number jinorberg@co.yuba.ca.us Email Address
Director (Signature)

CHDP
Budget Narrative
Fiscal Year 2010-2011

I. PERSONNEL EXPENSES

Total Salaries:	\$72,240
Total Benefits:	\$21,435

Total Personnel Expenses:	\$ 93,675
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II. OPERATING EXPENSES

1 <u>Travel</u>	\$300	Includes travel to Statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current approved Co. rate. and per diem for lodging/meals.
2 <u>Training</u>	\$300	Cost of registration for conferences and workshops
3 <u>Office Expense</u>	\$1,250	Office supplies, Copies, Postage and various materials for day to day operations
4 <u>Educational Material</u>	\$1,700	Public Health is working towards lowering the percentage of obese children in the community. CHDP staff during outreach activities will hand out educational material to health providers and the community.
5 <u>Space Rental</u>	\$4,925	1.2 FTE's x 150 Sq Ft per x \$2.28 per sq. ft x 12 months
6 <u>Communications</u>	\$254	\$17.64 per FTE x 12 months x 1.2 FTE
7 <u>Provider Training</u>	\$1,100	Materials & Supplies for training of new providers

Total Operating Expenses:	\$ 9,829
----------------------------------	-----------------

III. <u>CAPITAL EXPENDITURES</u>	\$ -
---	-------------

IV. INDIRECT EXPENSE

1 <u>Internal</u>	\$ 9,368	10% of Total Personnel Expense to cover indirect expenses.
2 <u>External</u>	\$ -	

Total Indirect Expenses:	\$ 9,368
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V. Other Expenses

Total Other Expenses:	\$ -
------------------------------	-------------

<u>BUDGET GRAND TOTAL:</u>	<u>\$ 112,872</u>
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HCPCFC Administrative Budget Summary

Fiscal Year 2010-11

County/City Name: Yuba

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$45,678	\$25,811	\$19,866
II. Total Operating Expenses	\$890	\$445	\$445
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$4,568		\$4,568
V. Total Other Expenses			
Budget Grand Total	\$51,135	\$26,256	\$24,878

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$19,003	\$6,564	\$12,439
Federal Funds (Title XIX)	\$32,132	\$19,693	\$12,439
Budget Grand Total	\$51,135		

Lorrie Synak

10/18/2010 (530) 749-6233


lsynak@co.yuba.ca.us

Prepared By (Signature)

Date Prepared

Phone Number

Email Address


 CHDP Director or Deputy Director
 (Signature)

12/2/10

Date

(530) 749-6805

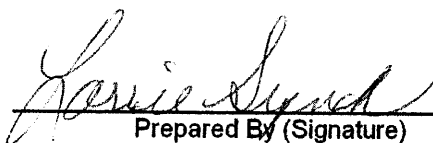
Phone Number

inorberg@co.yuba.ca.us

Email Address

HCPCFC Administrative Budget Worksheet
Fiscal Year 2010-11
County/City Name: YUBA

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Almeida, Paulette -PHN I/II - 32 hrs	50%	\$61,624	\$30,812	60%	\$18,487	40%	\$12,325
2. Norberg, Jane- Supervising PHN	6.5%	\$79,944	\$5,196	20%	\$1,039	80%	\$4,157
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	56.5%		\$36,008		\$19,526		\$16,482
Less Salary Savings							
Net Salaries and Wages			\$36,008		\$19,526		\$16,482
Staff Benefits (Specify %) Actual			\$9,669		\$6,285		\$3,384
I. Total Personnel Expenses			\$45,679		\$25,811		\$19,866
II. Operating Expenses							
1. Travel			\$290	50%	\$145	50%	\$145
2. Training			\$600	50%	\$300	50%	\$300
II. Total Operating Expenses			\$890		\$445		\$445
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses (10% Cap)							
1. Internal (Specify %) 10.00%			\$4,568				\$4,568
2. External							
IV. Total Indirect Expenses			\$4,568				\$4,568
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$51,136		\$26,256		\$24,880


 Prepared By (Signature)

10/18/2010

Date prepared

(530) 749-6233

Phone Number

lsynak@co.yuba.ca.us

Email Address


 CHDF Director or Deputy Director (Signature)

12/2/10
 Date

(530) 749-6805

Phone Number

jnorberg@co.yuba.ca.us

Email Address

HCPCFC
Foster Care
Budget Narrative
FY 2010-2011

I. **PERSONNEL EXPENSES**

Total Salaries: \$36,008

Total Benefits: \$9,669

Benefits are calculated as actuals

Total Personnel Expenses: \$ 45,678

II. **OPERATING EXPENSES**

1 Travel \$290

Personal vehicle use mileage at current approved Co. rate and per diem for lodging/meals.

2 Training \$600

Cost of registration for conferences and workshops

Total Operating Expenses: \$ 890

III. **CAPITAL EXPENDITURES** \$ -

IV. **INDIRECT EXPENSE**

1 Internal \$4,568

10% of Total Personnel Expense to cover indirect expenses.

2 External \$ -

Total Indirect Expenses: \$ 4,568

V. **OTHER EXPENSES** \$ -

BUDGET GRAND TOTAL: \$ 51,135

CCS Administrative Budget Summary for FY 2(FY 2010-11)

County Name: YUBA

CCS CASELOAD	Actual Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	290	75%
Potential Cases Medi-Cal	0	0%
TOTAL MEDI-CAL	290	75%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	66	17%
Potential Cases HF	0	0%
Total Healthy Families	66	17%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	31	8%
Potential Cases Straight CCS	0	0%
Total Straight CCS	31	8%
TOTAL NON MEDI-CAL	97	25%
GRAND TOTAL	387	100%

Category/Line Item	1 Total Budget	2 Non-Medi-Cal County/State/HF Co/St/Federal	3 Total Medi-Cal State/Federal	4 Enhanced State/Federal (25/75)	5 Nonenhanced State/Federal (50/50)
I. Total Personnel Expense	\$198,200	\$49,680	\$148,520	\$96,010	\$52,510
II. Total Operating Expense	\$11,980	\$3,003	\$8,977	\$513	\$8,464
III. Total Capital Expense					
IV. Total Indirect Expense	\$19,820	\$4,967	\$14,853		\$14,853
V. Total Other Expense	\$6,999	\$1,754	\$5,245		\$5,245
Budget Grand Total	\$236,999	\$59,404	\$177,595	\$96,523	\$81,072

Source of Funds	1 Total Budget	2 Non-Medi-Cal County/State/HF Co/State/Federal	3 Total Medi-Cal State/Federal	4 Enhanced State/Federal (25/75)	5 Nonenhanced State/Federal (50/50)
Straight CCS					
State	\$9,492	\$9,492			
County	\$9,492	\$9,492			
CCS Healthy Families					
State	\$7,073	\$7,073			
County	\$7,073	\$7,073			
Federal (Title XXI)	\$26,272	\$26,272			
Medi-Cal Funds:					
State	\$64,667		\$64,667	\$24,131	\$40,536
Federal (Title XIX)	\$112,929		\$112,929	\$72,392	\$40,536

Prepared By (Signature) [Signature] Date Prepared 12-1-10
 CCS Administrator (Signature) [Signature] Date 12/1/10
 YUBA COUNTY
 (530) 749-6467 Phone Number dclark@co.yuba.ca.us Email Address
 (530) 749-6805 Phone Number jnorberg@co.yuba.ca.us Email Address

CCS Administrative Budget Worksheet for FY 2010-11

County Name: YUBA

CCS CASELOAD	Actual Caseload 07/08	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	290	75%
Potential Cases Medi-Cal	0	0%
TOTAL MEDI-CAL	290	75%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	66	17%
Potential Cases HF	0	0%
Total Healthy Families	66	17%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	31	8%
Potential Cases Straight CCS	0	0%
Total Straight CCS	31	8%
TOTAL NON MEDI-CAL	97	25%
GRAND TOTAL	387	100%

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (50/50)
I. Personnel Expense											
Program Administration											
Norberg, Jane - Supervising PHN	5%	\$79,944	\$3,997	25%	\$1,003	75%	\$2,995			100%	\$2,995
Clark, Donna - Admin Analyst	3%	\$71,103	\$2,133	25%	\$536	75%	\$1,598			100%	\$1,598
Subtotal		\$151,047	\$6,130		\$1,539		\$4,594				\$4,594
Medical Case Management											
Hogan, Robert - PHN II	90%	\$76,953	\$69,258	25%	\$17,359	75%	\$51,898	97%	\$50,342	3%	\$1,557
Anderson, Cheryl - PHN II	21%	\$67,840	\$14,246	25%	\$3,571	75%	\$10,676	97%	\$10,355	3%	\$320
Subtotal		\$144,793	\$83,504		\$20,930		\$62,574		\$60,697		\$1,877
Other Health Care Professionals											
Subtotal											
Ancillary Support											
Clark, Michele - CCS Case Manager	90%	\$51,996	\$46,796	25%	\$11,729	75%	\$35,067			100%	\$35,067
Subtotal		\$51,996	\$46,796		\$11,729		\$35,067				\$35,067
Clerical and Claims Support											
Veronica Villalobos, Office Assist	5%	\$31,104	\$1,555	25%	\$390	75%	\$1,165			100%	\$1,165
Subtotal	FTE 2.14		\$1,555		\$390		\$1,165				\$1,165

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (50/50)
Total Salary and Wages			\$137,986		\$34,588		\$103,400		\$60,697		\$42,703
Less Salary Savings											
Net Salary and Wages			\$137,986		\$34,588		\$103,400		\$60,697		\$42,703
Staff Benefits (Specify %)			\$60,212	25%	\$15,092	75%	\$45,120		\$35,313		\$9,807
I. Total Personnel Expense			\$198,198		\$49,680		\$148,520		\$96,010		\$52,510
II. Operating Expense											
1. Travel			\$375	25%	\$94	75%	\$281	80%	\$263	20%	\$18
2. Training			\$450	25%	\$113	75%	\$337	80%	\$250	20%	\$87
3. Office Expense			\$2,031	25%	\$509	75%	\$1,522				\$1,522
4. Space Rent			\$8,706	25%	\$2,182	75%	\$6,524				\$6,524
5. Communication			\$418	25%	\$105	75%	\$313				\$313
II. Total Operating Expense			\$11,980		\$3,003		\$8,977		\$513		\$8,464
III. Capital Expense											
IV. Total Capital Expense											
IV. Indirect Expense											
1. Internal											
2. External			\$19,820	25%	\$4,968	75%	\$14,852			100%	\$14,852
IV. Total Indirect Expense			\$19,820		\$4,968		\$14,852				\$14,852
V. Other Expense											
1. Maintenance and Transportation			\$7,000	25%	\$1,755	75%	\$5,245			100%	\$5,245
V. Total Other Expense			\$7,000		\$1,755		\$5,245				\$5,245
Budget Grand Total			\$236,997		\$59,404		\$177,593		\$96,523		\$81,072

Prepared By (Signature) *Donna Clark* Date Prepared *12-1-2010* Phone Number (530) 749-6467 email address dclark@co.yuba.ca.us
 Prepared By (Signature) *Donna Clark* Date Prepared *12-1-2010* Phone Number (530) 749-6805 email address jnorberg@co.yuba.ca.us
 PCS Administrator (Signature) _____ Date Signed _____ Phone Number _____ email address _____

Combined

WORKSHEET
TO DETERMINE FUNDING SOURCES FOR ADMINISTRATIVE ACTIVITIES
RELATED TO HEALTHY FAMILIES FOR FY 2010-11
 County YUBA

**** This worksheet is formula driven. Fill in shaded areas and the calculations will be entered automatically**

Caseload Percentages

1	Enter the total Non Medi-Cal Caseload (from the Caseload Box on the Budget Summary)
2	Enter The total Healthy Families Caseload (from Caseload Box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 2a divided by line 1(a))
3	Enter the Total CCS Caseload (from the caseload box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 3(a) divided by line 1(a))

(a)	(b)
97	
66	68.04%
31	31.96%

SOURCE OF FUNDS**Straight CCS**

4	Enter Budget Grand Total for Non Medi-Cal (from Budget Summary, Column 2)
5	Total Straight CCS Dollars (multiply CCS percentage, line 3(b) x line 4(a))
6	State (Line 5(a) x 50%)
7	County (subtract Line 6(b) from Line 5(a))

\$59,404	
\$18,985	
	→ \$9,492
	→ \$9,492

(Transfer to Budget Summary, Column 2)

(Transfer to Budget Summary, Column 2)

CCS Healthy Families

8	Determine Total Healthy Families Dollars (HF percentage from line 2, column b above x total Straight CCS dollars, Line 4, column a)
9	State/County (35%) (multiply Total Healthy Families Dollars, line 8, column (a) by 35%)
10	State (multiply line 9, column (a) by 50%)
11	County (subtract line 10(b) from line 9(a))
12	Federal Title XXI (65%) (multiply Total Healthy Families Dollars, line 8, column (a) by 65%)

\$40,419	
\$14,147	
	→ \$7,073
	→ \$7,073
	→ \$26,272

(Transfer to Budget Summary, Column 2)

(Transfer to Budget Summary, Column 2)

(Transfer to Budget Summary, Column 2)

Budget Grand Total (equals Budget Grand Total for Non Medi-Cal from Budget Summary)

\$59,404

CCS
Budget Narrative
Fiscal Year 2010-2011

I. PERSONNEL EXPENSES

Total Salaries:	\$137,986
Total Benefits:	\$60,212
Total Personnel Expenses:	\$ 198,198

II. OPERATING EXPENSES

1 <u>Travel</u>	\$375	Includes travel to statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current Co. approved rate , and per diem for lodging/meals.
2 <u>Training</u>	\$450	Cost of registration for conferences and workshops
3 <u>Office Expense</u>	\$2,031	Office supplies, printing, copies, educational material postage.
4 <u>Space Rental</u>	\$8,706	2.14 FTE's x 150 Sq Ft per x \$2.26 x 12 Months
5 <u>Communications</u>	\$418	Long distance charges for program usage. \$16.28 per FTE x 12 months x 2.14 FTE

Total Operating Expenses: \$ 11,980

III. CAPITAL EXPENDITURES

\$ -

IV. INDIRECT EXPENSE

1 <u>Internal</u>	\$19,820	10% of Total Personnel Expense to cover indirect expenses.
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2 <u>External</u>	\$ -
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Total Indirect Expenses: \$ 19,820

V. OTHER EXPENSES

1 <u>Maintenance & Transportation</u>	\$7,000
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Total Other Expenses: \$ 7,000

BUDGET GRAND TOTAL: \$ 236,997



1104 E Street
Marysville, CA 95901
Phone: (530) 749-4040
Fax: (50) 749-3279

048-11

M e m o r a n d u m

Date: February 1, 2011

To: Yuba County Board of Supervisors

From: Jorgine Allan Rogers, Coordinator
Child Care Planning Council of Yuba & Sutter Counties

RE: Membership Self-Certification for Child Care Planning Council

RECOMMENDATION: Board of Supervisors to approve the Certification Statement Regarding Composition of Local Planning Council (LPC) Membership and authorize the Chairman of the Board to sign.

BACKGROUND: In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met.

DISCUSSION: The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council. The submission of the Certification Statement Regarding Composition of the LPC is required annually by the State Department of Education, Child Development Division.

COMMITTEE ACTION: No committee has reviewed the request because it is annually reviewed and recertified.

FISCAL IMPACT: None

Attachments

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:

California Department of Education
Child Development Division
Local Planning Council Consultant
1430 N. Street, Suite 3410
Sacramento, CA 95814

Due Date:

Annually on January 20

Please complete all information requested below:

County Name: Yuba County	County Coordinator Name and Telephone Number: Jorgine Allan Rogers (530) 749-4041
Membership Categories	
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)	
Name of Representative	Address/Telephone Number
Jennifer Wickliff	1104 E Street Marysville, CA 95901 (530) 749-4040
Andrea Armstrong	1104 E Street Marysville, CA 95901 (530) 749-4040
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)	
Name of Representative	Address/Telephone Number
Jodie Keller	1128 Yuba Street Marysville, CA 95901 (530) 741-2995
Kathy Woods	1919 B Street Marysville, CA 95901 (530) 749-6162
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)	
Name of Representative	Address/Telephone Number
Sally Sokoloski	935 14 th Street Marysville, CA 95901 (530) 749-4871
Kathy Brown	5730 Packard Avenue Marysville, CA 95901 (530) 749-6035

Membership Categories

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

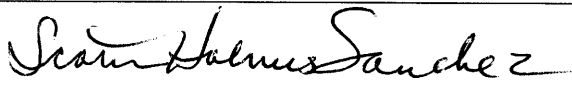
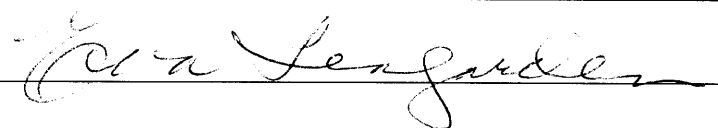
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Birdsong Sundstrum	P.O. Box 218 Camptonville, CA 95922 (530) 288-9355	October 1, 2010 – September 30, 2013
Vacant		October 1, 2010 – September 30, 2013

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Lena Westman	900 Olive Street Wheatland, CA 95692 (530) 633-9369	October 1, 2010 – September 30, 2013
Denice Burbach	2088 North Beale Road Marysville, CA 95901 (530) 741-6926	October 1, 2010 – September 30, 2013

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of January 6, 2011 ^(Date) the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
	(530) 749-7510	
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	(530) 749-4855	1-18-2011
Local Child Care Planning Council Chairperson	Telephone Number	Date
	(530) 822-5235	1-4-2011

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



049-11

ROBERT BENDORF
COUNTY ADMINISTRATOR

RANDY MARGO
ASSISTANT COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator *RB/te*
Doug McCoy, Director, Administrative Services
Jeff Small, Capitol Public Finance Group

DATE: February 1, 2011

SUBJECT: Authorization to Enter Into a Lease Financing Agreement for the Chevron
Energy Efficiency Project

Recommendation

It is recommended that the Board of Supervisors;

1. Approve the attached resolution to execute lease financing documents to finance the energy efficiency project and authorize the Chairman to execute same, and;
2. Authorize the Chairman to execute all related documents for the Chevron Energy Efficiency Project, and;
3. Authorize the Auditor-Controller to process the necessary transfer from Fund 229, Tobacco Securitization in an amount not to exceed \$800,000.

Background

The proposed energy efficiency and improvement project was presented to the Board of Supervisors on December 14th, 2010. The presentation included a self-funded option and a non-self-funded option. The self-funded option avoided upfront costs and included a 5.25 percent interest rate over a 21-year repayment term. The non-self funded option included an equity contribution of \$875,000 and a 4.25 percent interest rate over a 16-year term.

The Board of Supervisors directed staff to return with a cost effective financing option that will allow the County to finance the project with an equity contribution, neutral fiscal impact, and the shortest possible repayment period. In addition, and as a potential alternative, staff was also directed to examine a conventional form of financing over a longer period with similar guidelines.

Discussion

After evaluating numerous financing options, staff is recommending the County to enter into a lease financing with Bank of America. The proposed lease financing is a private placement that is projected to be fiscally neutral. In essence, the annual savings or dissavings will be within a \$5,000 range during the financing term. At the completion of the financing term, the project is expected to generate free cash flow averaging approximately \$1.1 million per year for the next five years.

Staff is requesting the Board of Supervisors to authorize a financing not to exceed \$10.4 million, with an upfront equity contribution not to exceed \$800,000, at an interest rate not to exceed 4.85 percent, and for a term not to exceed 18 years. The requested authorization allows staff to enter into an agreement with Bank of America or affiliate that is within the terms being proposed and allows staff to continue to evaluate options that may allow for the equity contribution to be reduced further. To the extent that this contribution can be reduced, it may come at the cost of a slightly higher interest rate and a longer term.

The anticipated terms of the proposed financing are described in the table below:

Deposit to Construction Fund	\$ 9,592,420
Total Costs of Issuance	190,000
Capitalized Interest	<u>423,255</u> ^a
	\$10,205,675
County Contribution	<u>(800,000)</u>
Total Financed Amount	9,405,675
Interest Rate	4.50%
Term	16 Years

^a 12 months of capitalized interest at 4.5%

The proposed financing is subject to credit approval by Bank of America. During the review process, Bank of America will consider extending the term of the financing by one year in order to reduce the County contribution to approximately \$420,000. By extending the financing one year, Bank of America would most likely increase the interest rate from 4.50 percent to 4.65 percent. The County is not obligated to accept a longer financing period; however staff is interested in actively pursuing ways of reducing the County's upfront costs, of which the source is capital funds.

Staff believes that the financing as described in the table above represents the most cost effective option for implementing the project.

Committee Action

This matter is being presented directly to the Board of Supervisors.

Fiscal Impact

As stated for the project.

Yuba County
Chevron Energy Financing
16-Year Financing Term

Pmt. No.	Payment Date	Energy & Water Savings	O & M Savings	Energy Rebates/Incentives	Renewable Energy Credits	Total Annual Savings	Preventative Maintenance Costs	Net Annual Savings	Outstanding Balance	Principal Portion	Interest Portion	Payment Amount	Annual Lease Payment	Annual Positive Cashflow
1	8/17/11	523,381	46,000	40,000	15,304	624,685	(17,999)	606,686	9,405,675	0	211,628	211,628		
	2/17/12								9,405,675	0	211,628	211,628		
2	8/17/12	546,602	47,380	404,436	15,196	1,013,614	(18,719)	994,895	9,314,239	91,437	211,628	303,064		
	2/17/13								9,220,745	93,494	209,570	303,064	(606,129)	557
3	8/17/13	570,870	48,801	288,732	15,090	923,493	(19,467)	904,026	8,931,042	289,702	207,467	497,169	(994,338)	557
4	2/17/14								8,634,822	296,221	200,948	497,169		
5	8/17/14	596,230	50,265	286,711	14,984	948,190	(20,246)	927,944	8,377,371	257,451	194,283	451,734	(903,469)	557
6	2/17/15								8,114,127	263,244	188,491	451,734		
7	8/17/15	622,735	51,773	284,704	14,880	974,092	(21,056)	953,036	7,833,002	281,126	182,568	463,693	(927,387)	557
8	2/17/16								7,545,551	287,451	176,243	463,693		
9	8/17/16	650,435	53,327	282,711	14,775	1,001,248	(21,898)	979,350	7,239,086	306,465	169,775	476,239	(952,479)	557
10	2/17/17								6,925,726	313,360	162,879	476,239		
11	8/17/17	679,386	54,925		14,672	748,983	(22,774)	726,209	6,592,158	333,568	155,829	489,396	(978,793)	557
12	2/17/18								6,251,085	341,073	148,324	489,396		
13	8/17/18	709,644	56,574		14,569	780,787	(23,685)	757,102	5,801,733	362,176	130,539	378,272	(725,652)	557
14	2/17/19								5,554,000	378,272	124,965	378,272		
15	8/17/19	741,270	58,271		14,467	814,008	(24,632)	789,376	5,025,548	275,144	119,266	394,409	(756,545)	557
16	2/17/20								4,744,214	281,335	113,075	394,409		
17	8/17/20	774,325	60,020		14,366	848,711	(25,618)	823,093	4,439,691	304,523	106,745	411,268	(822,536)	557
18	2/17/21								4,128,316	311,375	99,893	411,268		
19	8/17/21	808,876	61,820		14,265	884,961	(26,642)	858,319	3,792,322	335,994	92,887	428,881	(857,762)	557
20	2/17/22								3,448,768	343,554	85,327	428,881		
21	8/17/22	844,990	63,675		14,166	922,831	(27,708)	895,123	3,079,082	369,686	77,597	447,283	(894,566)	557
22	2/17/23								2,701,079	378,004	69,279	447,283		
23	8/17/23	882,740	65,585		14,066	962,391	(28,816)	933,575	2,295,344	405,735	60,774	466,509	(933,018)	557
24	2/17/24								1,880,480	414,864	51,645	466,509		
25	8/17/24	922,200	67,553		13,968	1,003,721	(29,969)	973,752	1,436,194	444,287	42,311	486,597	(973,195)	557
26	2/17/25								981,911	454,283	32,314	486,597		
27	8/17/25	963,449	69,579		13,870	1,046,898	(31,168)	1,015,730	496,417	485,493	22,093	507,586		
28	2/17/26								0	496,417	11,169	507,586	(1,015,173)	557
29	8/17/26	1,006,569	71,667		13,773	1,092,009	(32,414)	1,059,595	0	0	0	0		
30	2/17/27								0	0	0	0		
31	8/17/27	1,051,645	73,816		13,677	1,139,138	(33,711)	1,105,427	0	0	0	0		
32	2/17/28								0	0	0	0		
33	8/17/28	1,098,767	76,031		13,581	1,188,379	(35,059)	1,153,320	0	0	0	0		
34	2/17/29								0	0	0	0		
35	8/17/29	1,148,030	78,312		13,486	1,239,828	(36,462)	1,203,366	0	0	0	0		
36	2/17/30								0	0	0	0		
37	8/17/30	1,199,531	80,661		13,391	1,293,583	(37,920)	1,255,663	0	0	0	0		
38	2/17/31								0	0	0	0		
39	8/17/31								0	0	0	0		
40	2/17/32								0	0	0	0		
														1,255,663
		16,341,675	1,236,035	1,587,294	286,546	19,451,550	(535,963)	18,915,587	9,405,675	4,147,440	13,553,116	(13,129,860)	5,785,727	

Deposit to Construction Fund	\$ 9,592,420
County Contribution	(800,000)
County Costs of Issuance	175,000
Lessor's Counsel Costs	15,000
Capitalized Interest	423,255
Total Financed Amount	\$ 9,405,675
Tax-Exempt Interest Rate	4.50%
Capitalized Interest Period (mos.)	12
Final Maturity (yrs.)	16
Estimated Funding Date	2/17/11

**Yuba County
Chevron Energy Financing
17-Year Financing Term**

Pmt. No.	Payment Date	Energy & Water Savings	O & M Savings	Energy Rebates/ Incentives	Renewable Energy Credits	Total Annual Savings	Preventative Maintenance Costs	Net Annual Savings	Outstanding Balance	Principal Portion	Interest Portion	Payment Amount	Annual Lease Payment	Annual Positive Cashflow
1	8/17/11								9,819,004	0	228,292	228,292		
2	2/17/12								9,819,004	0	228,292	228,292		
3	8/17/13	523,381	46,000	40,000	15,304	624,685	(17,999)	606,686	9,744,375	76,364	228,292	302,920	(605,841)	845
4	2/17/14	546,602	47,380	404,436	15,196	1,013,614	(18,719)	994,895	9,668,012	272,243	226,557	302,920	(594,050)	845
5	8/17/14	570,870	48,801	288,732	15,090	923,493	(19,467)	904,026	8,877,580	239,615	218,452	497,025	(451,590)	845
6	2/17/15	556,230	50,265	286,711	14,984	948,190	(20,246)	927,944	8,632,393	245,187	206,404	451,590	(903,181)	845
7	8/17/15	596,230	50,265	286,711	14,984	948,190	(20,246)	927,944	8,369,547	262,846	200,703	463,549	(927,099)	845
8	2/17/16	622,735	51,773	284,704	14,880	974,092	(21,056)	953,036	8,100,590	268,957	194,592	476,095	(952,191)	845
9	8/17/16	650,435	53,327	282,711	14,775	1,001,248	(21,898)	979,350	7,812,833	287,757	188,339	476,095	(978,505)	845
10	2/17/17	679,386	54,925		14,672	748,983	(22,774)	726,209	7,203,936	314,450	174,802	489,252	(725,364)	845
11	8/17/17	709,644	56,574		14,569	780,787	(23,685)	757,102	6,679,505	202,671	167,492	489,252	(756,257)	845
12	2/17/18	741,270	58,271		14,467	814,008	(24,632)	789,376	6,472,121	227,383	150,477	362,682	(788,531)	845
13	8/17/18	774,325	60,020		14,366	848,711	(25,618)	823,093	6,244,470	227,651	127,796	378,128	(822,248)	845
14	2/17/19	808,876	61,820		14,265	884,961	(26,642)	858,319	6,011,526	232,944	145,184	394,265	(857,474)	845
15	8/17/19	844,990	63,675		14,166	922,831	(27,708)	895,123	5,757,028	254,497	139,768	394,265	(894,278)	845
16	2/17/20	882,740	65,585		14,066	962,391	(28,816)	933,575	5,496,614	260,414	133,851	394,265	(932,730)	845
17	8/17/20	922,200	67,553		13,968	1,003,721	(29,969)	973,752	5,289,915	283,327	121,209	428,737	(972,907)	845
18	2/17/21	963,449	69,579		13,870	1,046,898	(31,168)	1,015,730	4,923,372	314,268	114,468	447,139	(1,014,885)	845
19	8/17/21	1,006,569	71,667		13,773	1,092,009	(32,414)	1,059,595	4,609,103	347,454	107,162	447,139	(1,058,750)	845
20	2/17/22	1,051,645	73,816		13,677	1,139,138	(33,711)	1,105,427	4,287,528	347,454	99,685	447,139		
21	8/17/22	1,098,767	76,031		13,581	1,188,379	(35,059)	1,153,320	3,940,074	347,454	91,607	447,139		
22	2/17/23	1,148,030	78,312		13,486	1,239,828	(36,462)	1,203,366	3,584,542	355,532	83,341	466,365		
23	8/17/23	1,199,531	80,661		13,391	1,293,583	(37,920)	1,255,663	3,201,518	383,024	74,435	466,365		
24	2/17/24								2,809,589	391,929	65,323	486,453		
25	8/17/24								2,388,458	421,130	55,532	507,442		
26	2/17/25								1,957,537	430,922	45,513	507,442		
27	8/17/25								1,495,607	461,930	34,773	507,442		
28	2/17/26								1,022,938	472,669	23,783	529,375		
29	8/17/26								517,346	505,591	12,028	529,375		
30	2/17/27								0	517,346				
31	8/17/27													
32	2/17/28													
33	8/17/28													
34	2/17/29													
35	8/17/29													
36	2/17/30													
37	8/17/30													
38	2/17/31													
39	8/17/31													
40	2/17/32													

Deposit to Construction Fund	\$ 9,592,420
County Contribution	(420,000)
County Costs of Issuance	175,000
Lessor's Counsel Costs	15,000
Capitalized Interest	456,584
Total Financed Amount	\$9,819,004
Tax-Exempt Interest Rate	4.65%
Capitalized Interest Period (mos.)	12
Final Maturity (yrs.)	17
Estimated Funding Date	2/17/11

COUNTY OF YUBA

RESOLUTION NO. _____

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION
OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE
FINANCING OF VARIOUS SOLAR ENERGY PROJECTS THROUGHOUT THE
GEOGRAPHIC BOUNDARIES OF THE COUNTY AND AUTHORIZING AND
DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Supervisors (the "Board") of the County of Yuba (the "County"), as follows:

WHEREAS, the County, with the assistance of the County of Yuba Public Facilities Corporation (the "Corporation"), has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to (a) finance various solar energy projects throughout the geographic boundaries of the County (the "Project") and to implement a lease financing for such purposes;

WHEREAS, it is in the public interest and for the public benefit that the County authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the County and the members of the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The below-enumerated documents be and are hereby approved, and the Chair of the Board, the County Administrator or the County Treasurer-Tax Collector, or the assignee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, the execution thereof to be conclusive evidence of such approval, and the Clerk of the Board is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, between the County, as lessor, and Corporation, as lessee (the "Site and Facility Lease"), pursuant to which the County will lease certain existing, unencumbered property to the Corporation (the "Property");

(b) a lease agreement, by and between the Corporation, as lessor, and the County, as lessee (the "Lease Agreement"), pursuant to which the Corporation will lease the Property back to the County, so long as the total principal amount of the Lease Agreement does not exceed \$10,400,000, so long as the maximum average interest rate does not exceed 4.85%, so long as the term of the Lease Agreement does not exceed eighteen years and so long as the County's equity contribution to the Project does not exceed \$800,000;

(c) a letter agreement for purchase between Bank of America, N.A., or an affiliate thereof (the "Purchaser"), and the County, whereby the Purchaser agrees to acquire the rights of the Corporation to the lease payments to be made by the County under the Lease Agreement and the rights of the Corporation under the Site and Facility Lease; and

(d) a project fund agreement, by and among the County, the Purchaser and Deutsche Bank National Trust Company, as custodian, relating to the disbursement of the proceeds of the Lease Agreement.

Section 2. The Chair of the Board, the County Administrator, the County Treasurer-Tax Collector, the Clerk of the Board and all other appropriate officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 3. This Resolution shall take effect upon its adoption by this Board.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 1st day of February, 2011, 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:

A handwritten signature in black ink, reading "Angil P. Morris-Jones", written over a horizontal line.

Quint & Thimmig LLP

01/04/11
01/21/11

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of February 1, 2011

by and between the

COUNTY OF YUBA, as Lessor

and the

COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of February 1, 2011, is by and between the COUNTY OF YUBA, a political subdivision, duly organized and existing under and by virtue of the laws of the State of California (the "County"), as lessor, and the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the County proposes to lease those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the County to finance various solar energy projects throughout the geographic boundaries of the County;

WHEREAS, the Corporation proposes to lease the Property back to the County pursuant to that certain Lease Agreement, dated of February 1, 2011, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the County, to Bank of America, N.A. (the "Assignee") pursuant to that certain Assignment Agreement, dated as of February 1, 2011, by and between the Corporation and the Assignee;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The County hereby leases to the Corporation and the Corporation hereby leases from the County, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Yuba, State of California, and shall end on February 1, ____, unless such term is extended or sooner terminated as hereinafter provided. If, on February 1, ____, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid, or provision shall not have been made for their payment, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment. If, prior to February 1, ____, all Lease Payments shall be fully paid or provision made for such payment in accordance with Section 4.3(b) or 9.2 of the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The County agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental

payment of \$_____. The County and the Corporation agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the County pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the County under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. County's Interest in the Site and the Facility. The County covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the County shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the County and the Assignee.

Section 8. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the County.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the County may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the County shall have no right to terminate this Site and Facility Lease as a remedy for such default.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the County hereby releases each and every Boardmember, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Property thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments and any then unpaid interest component of the Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the County.

Section 15. Use of the Proceeds. The County and the Corporation hereby agree that the lease to the Corporation of the County's right and interest in the Property pursuant to Section 1 serves the public purposes of the County.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the County and the Corporation and their respective successors and assigns.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF YUBA

By _____
County Administrator

Attest:

Clerk of the Board

COUNTY OF YUBA PUBLIC FACILITIES
CORPORATION

By _____
President

Attest:

Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A
DESCRIPTION OF THE SITE

All that certain real property situated in the County of Yuba, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, AND RUNNING THENCE ON THE SOUTHERLY LINE OF SAID BLOCK 6, RANGE "J", AND THE WESTERLY PROJECTION THEREOF, SOUTH 83 DEGREES 43'50" WEST, 448.07 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "K" OF SAID CITY OF MARYSVILLE; THENCE ON THE EASTERLY LINE OF SAID BLOCK 6, RANGE "K" AND THE EASTERLY LINE OF BLOCK 7, RANGE "K" OF SAID CITY OF MARYSVILLE AND THE NORTHERLY PROJECTION THEREOF, NORTH 06 DEGREES 37'34" WEST, 660.58 FEET, MORE OR LESS, TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1945 IN VOLUME 88 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 337; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 3500 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 34'22" A DISTANCE OF 401.51 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 58'00" EAST, 401.30 FEET), MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4, BLOCK 7, RANGE "J" OF SAID CITY OF MARYSVILLE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 11, 1943, IN VOLUME 73 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 439; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED RECORDED JANUARY 11, 1943, NORTH 83 DEGREES 21'01" EAST, 49.83 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, AND THENCE ON THE EASTERLY LINE OF SAID BLOCK 7, RANGE "J" AND THE EASTERLY LINE OF SAID BLOCK 6, RANGE "J" SOUTH 06 DEGREES 38'50" EAST, 715.13 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE MINERALS ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND BELOW A DEPTH OF 500 FEET OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT THERETO, WITHOUT, HOWEVER, THE RIGHT TO USE OR PENETRATE THE SURFACE OF, OR TO ENTER UPON, SAID LAND WITHIN 500-FEET OF THE SURFACE THEREOF, TO EXTRICATE OR REMOVE THE SAME, AS TO A PORTION OF THE LAND HEREIN DESCRIBED, AS RESERVED IN THAT CERTAIN DEED EXECUTED BY SOUTHERN PACIFIC COMPANY, A CORPORATION RECORDED NOVEMBER 23, 1964, IN BOOK 404 PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO MONTGOMERY WARD REALTY CORPORATION, RECORDED NOVEMBER 23, 1964, IN VOLUME 404 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 399 AND RUNNING THENCE ON THE NORTH LINE OF SAID PARCEL SOUTH 83 DEGREES 21'01" WEST 49.83 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4 OF BLOCK 7, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3500 FEET THROUGH AN ANGLE OF 00 DEGREES 36'59", AN ARC DISTANCE OF 37.65 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 78 DEGREES 57'15" WEST 37.65 FEET); THENCE FROM A TANGENT THAT

BEARS NORTH 78 DEGREES 38'46" EAST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 80 FEET THROUGH AN ANGLE OF 94 DEGREES 42'15", AN ARC DISTANCE OF 132.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 54 DEGREES 00'06" EAST 117.00 FEET) TO A POINT ON THE EASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID EASTERLY LINE NORTH 05 DEGREES 38'59" WEST, 82.37 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A RECIPROCAL AND NON-EXCLUSIVE EASEMENT AS DISCLOSED BY THAT CERTAIN DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED NOVEMBER 23, 1964, IN BOOK 404, OFFICIAL RECORDS, PAGE 400 AND RECORDED MAY 22, 1972, IN BOOK 534 PAGE 661 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 20, 1978, IN BOOK 677 PAGE 401 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED DECEMBER 31, 2002, AS DOCUMENT NO. 200217873 OFFICIAL RECORDS.

A.P.N. 010-031-014

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Yuba County Government Center, located at 915 8th Street in Marysville, California, on the Site, is an 84,000 square foot, single story facility sited on a 7.1 acre parcel located just outside downtown Marysville. It houses the County's Board of Supervisors, most of the elected officials and other core functions of County Administrator, Auditor/Controller, Treasurer/Tax Collector, Community Development, County Counsel. Planning, Public Works among others. Originally built as a Montgomery Wards store in the early 70's, it won architectural awards for its use of a converted building. The interior is entirely finished office space surrounding a large atrium and houses about 195 employees.

LEASE AGREEMENT

Dated as of February 1, 2011

by and between the

COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, as Sublessor

and the

COUNTY OF YUBA, CALIFORNIA, as Sublessee

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EXHIBIT A	DESCRIPTION OF THE SITE
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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of February 1, 2011, is by and between the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the COUNTY OF YUBA, a political subdivision, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "County");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of February 1, 2011 (the "Site and Facility Lease"), the County has leased those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the County to finance various solar energy projects throughout the geographic boundaries of the County;

WHEREAS, the Corporation proposes to lease the Property back to the County pursuant to this Lease Agreement and to assign its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the County and its rights under the Site and Facility Lease, to Bank of America, N.A. (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of February 1, 2011, by and between the Corporation and the Assignee; and

WHEREAS, the County and the Corporation have agreed to enter into this Lease providing for Lease Payments with an aggregate principal component in the amount of \$_____ for the purpose of implementing the financing transaction described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Assignee" means (a) initially, Bank of America, N.A., as assignee of certain rights of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned.

"Assignment" means the Assignment Agreement, dated as of February 1, 2011, between the Corporation, as assignor of its rights under the Site and Facility Lease and this Lease, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Bond Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"Closing Date" means the date of execution and delivery of this Lease by the parties hereto, being February __, 2011.

"Corporation" means County of Yuba Public Facilities Corporation, a joint powers authority duly organized and existing under the laws of the State.

"County" means the County of Yuba, California, a political subdivision organized and existing under its charter and the laws of the State.

"Custodian" means Deutsche Bank National Trust Company, as custodian under the Project Fund Agreement, or any successor thereto appointed as escrow bank thereunder in accordance with the provisions thereof.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the County as its fiscal year period.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Lease" means this Lease Agreement dated as of February 1, 2011, between the Corporation and the County.

"Lease Payments" means all payments required to be paid by the County under Section 4.4, including any prepayment thereof under Sections 9.2 or 9.3.

"Lease Payment Date" means February 1 and August 1 in each year, commencing August 1, 2011, and continuing to and including the date on which the Lease Payments are paid in full.

"Property" means, collectively, the Site and the Facility.

"Net Proceeds" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Leased Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the County may permit to remain unpaid under Article VI of this Lease; (b) this Lease and the Assignment; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Leased Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the County certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

"Project Costs" means all costs of payment of, or reimbursement for, the 2011 Project and include funded interest through February 1, 2012.

"Project Fund" means the fund by that name created and maintained by the Custodian pursuant to the Project Fund Agreement.

"Project Fund Agreement" means that certain Project Fund Agreement, dated the Closing Date, by and among the District, the Assignee and the Custodian, as originally entered into or as it may be amended or supplemented pursuant to the provisions thereof.

"Rental Period" means each period during the Term of the Lease commencing on and including February 2 in each year and extending to and including the next succeeding February 1. The first Rental Period begins on the Closing Date and ends on February 1, 2012.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of February 1, 2011, by and between the County, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term of this Lease" or *"Term"* means the time during which this Lease is in effect, as provided in Section 4.2.

"2011 Project" includes, but is not limited to, the various solar energy projects to be financed by the County with the proceeds of this Lease.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the County. The County makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence*. The County is a political subdivision, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the County has duly authorized the execution and delivery by the County of the Site and Facility Lease and this Lease.

(b) *Due Execution*. The representative of the County executing the Site and Facility Lease and this Lease has been fully authorized to execute the same by a resolution duly adopted by the Board of Supervisors of the County.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease have been duly authorized, executed and delivered by the County and constitute the legal, valid and binding agreements of the County enforceable against the County in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease or the financial condition, assets, properties or operations of the County.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the County or of the voters of the County, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the County after reasonable investigation, threatened against or affecting the County or the assets, properties or operations of the County which, if determined adversely to the County or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease or upon the financial condition, assets, properties or operations of the County, and the County is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might

have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, or the financial condition, assets, properties or operations of the County.

(g) *Sufficient Funds.* The County reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease.

(h) *No Defaults.* The County has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title.* The County is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the County's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Leased Property.* During the term of this Lease, the Leased Property will be used by the County only for the purpose of performing one or more governmental or proprietary functions of the County consistent with the permissible scope of the County's authority.

(k) *Change in Financial Condition.* The County has experienced no material change in its financial condition since June 30, 2010.

(l) *Hazardous Substances.* The Leased Property is free of all Hazardous Substances, and the County is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk.* The Leased Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(n) *Value of Leased Property.* The insured value of the Leased Property (real property replacement cost) is not less than \$_____.

(o) *Essential to County Operations.* The Leased Property is essential to the County's efficient and economic operations and the lease thereof for use by the County is in the best interest of the County.

Section 2.2. Covenants, Representations and Warranties of the Corporation. The Corporation makes the following covenants, representations and warranties to the County as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence.* The Corporation is a joint powers authority duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease and the Assignment and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery by the Corporation of the Site and Facility Lease, this Lease and the Assignment.

(b) *Due Execution.* The representative of the Corporation executing the Site and Facility Lease, this Lease and the Assignment is fully authorized to execute the same under official action taken by the Board of Directors of the Corporation.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease, this Lease and the Assignment have been duly authorized, executed and delivered by the Corporation and

constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease and the Assignment, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease and the Assignment or the financial condition, assets, properties or operations of the Corporation.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease or the Assignment, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease or the Assignment, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease or the Assignment or the financial condition, assets, properties or operations of the Corporation.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, the Assignee shall cause the amount of \$_____ to be deposited with the Custodian to be held and administered under the Project Fund Agreement. Such amount shall be derived from amounts paid by the Assignee under the Assignment Agreement. In addition, a portion of the amounts paid by the Assignee under the Assignment shall be applied by the Assignee to pay financing costs of the transaction in the amount of \$_____.

Section 3.2. Payment of Project Costs. Payment of Project Costs shall be made from the moneys deposited in the Project Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Project Fund Agreement.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Leased Property by Corporation Back to County.

(a) The Corporation hereby subleases the Leased Property to the County, and the County hereby subleases the Leased Property from the Corporation, upon the terms and conditions set forth in this Lease.

(b) The leasing of the Leased Property by the County to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the County's subleasehold estate pursuant to this Lease and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease commences on the date of recordation of this Lease and ends on February 1, ____, or the date on which all of the Lease Payments have been paid in full. If on February 1, ____, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the County shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the County, then the term of this Lease shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Leased Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the County agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit B attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit B. The Lease Payments payable in any Rental Period with respect to the Leased Property shall be for the use of the Leased Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of 3.41% per annum, on the basis of a 360-day year of twelve 30-day months.

(b) *Effect of Prepayment.* If the County prepays all Lease Payments in full under Sections 9.2 or 9.3, the County's obligations under this Section will thereupon cease and terminate. If the County prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(c) *Rate on Overdue Payments.* If the County fails to make any of the payments required in this Section 4.4, the payment in default will continue as an obligation of the County until the amount in default has been fully paid, and the County agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 12% per annum or any lesser maximum legal rate.

(d) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and will be paid by the County in each Rental Period for and in consideration of the right of the use and

occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments are not in excess of the fair rental value of the Leased Property. In making this determination, consideration has been given to the estimated fair market value of the Leased Property, the estimated replacement cost of the Leased Property, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the County and the general public.

(e) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the County, subject to the provisions of Sections 6.1, 6.3 and 9.1. The County covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the County herein contained constitute duties imposed by law and it is the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the County.

(f) *Allocation of Rental Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) *No Offsets.* Notwithstanding any dispute between the Corporation, or Assignee as the Corporation's assignee, and the County, the County shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(h) *Assignment.* The County understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment recorded concurrently herewith, and the County hereby assents to such assignment. The Corporation hereby directs the County, and the County hereby agrees, to pay to the Assignee all payments payable by the County under this Section 4.3 and all amounts payable by the County under Article IX. Lease Payments shall be paid to the Assignee as follows:

Bank Name:	Bank of America
ABA/Routing #	0260-0959-3
Bank Address:	100 North Tryon Street Charlotte, NC
Beneficiary Name:	Bank of America, N.A.
Account #	[12339-03984]
Beneficiary Address:	2059 Northlake Pkwy Atlanta, GA

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease, the Corporation will provide the County with quiet use and enjoyment of the Leased Property and the County will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease. The Corporation will, at the request of the County and at the County's cost, join in any legal action in which the County asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation has the right to inspect the Leased Property as provided in Section 7.2.

Section 4.5. Title. At all times during the Term of this Lease, the County shall hold title to the Leased Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the County. Upon the payment in full of all Lease Payments allocable to the Leased Property, or upon the deposit by the County of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the County. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate any such transfer of title.

Section 4.6. Release of Excess Leased Property. The County may any time and from time to time, release any portion the Leased Property (the "Released Leased Property") from the Lease, with the prior written consent of the Assignee, at the Assignee's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The County shall certify to the Corporation and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Leased Property to be remaining following release of the Released Leased Property;

(b) The County shall file with the Corporation and the Assignee, and cause to be recorded in the office of the Yuba County Recorder, an amendment to this Lease which deletes the Released Leased Property from the description of the Leased Property;

(c) The County shall file with the Corporation and the Assignee a written certificate of the County stating the County's determination that the estimated value of the real property which will remain leased under this Lease following such release is at least equal to the original principal components of the Lease Payments;

(d) The County shall file with the Corporation and the Assignee a written certificate of the County stating the County's determination that the estimate fair rental value, for each remaining Rental Period and in the aggregate, of the Leased Property remaining after release of the Released Leased Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The County shall file with the Corporation and the Assignee such other information, documents and instruments as the Corporation or the Assignee shall reasonably request, including (if requested) an independent appraisal or evidence of the insurable value of the Leased Property to be remaining following release of the Released Leased Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Leased Property. The County is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the County shall execute, deliver and cause to be recorded all documents required to discharge this Lease of record against the Released Leased Property.

Section 4.7. Substitution of Leased Property. (a) In the event of damage or destruction of the Leased Property due to earthquake or other uninsured casualty for which rental

interruption insurance is not available, the County shall substitute under the Site and Facility Lease and this Lease one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the County is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the County shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

(c) In the event the County is unable to implement the actions described in subsections (a) and (b) above, the County and the Corporation hereby agree that the obligations evidenced by this Lease shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease and there shall be no payments in any Rental Period on the obligations evidenced or secured thereby until all of the scheduled Lease Payments set forth on Exhibit B hereto for such Rental Period have been paid in full.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the County, and the County will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the County or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The County waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the County under the terms of this Lease.

The County will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the County affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the County that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the County will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

Section 5.2. Modification of Leased Property. The County has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The County shall maintain or cause to be maintained throughout the Term of this Lease a standard comprehensive general insurance policy or policies in protection of the County, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies must provide coverage of at least \$1,000,000 and may be subject to such deductibles as the County deems adequate and prudent. Such insurance may be maintained as

part of or in conjunction with any other insurance coverage carried by the County (including, with Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to all buildings situated on the Leased Property and owned by the County, in an amount at least equal to the replacement value of the insured buildings, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including, with the Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Leased Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County, and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the County. The County will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the County shall carry worker's compensation insurance covering all employees on, in, near or about the Leased Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the County shall, at its expense, (a) cause this Lease, the Site and Facility Lease and the Assignment, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the County Recorder with respect to the Leased Property, and (b) obtain a CLTA title insurance policy insuring the Assignee's interests in the leasehold estate established hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The County will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that

the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the County and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Assignee shall be added as an additional insured for coverage up to \$1,000,000. Prior to the Closing Date, the County will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the County will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the County shall notify the Assignee of such fact.

Section 5.9. Installation of County's Personal Leased Property. The County may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the County, in which the Corporation has no interest, and may be modified or removed by the County at any time. The County must repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the County from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Leased Property.

Section 5.10. Liens. The County will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the County certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Leased Property hereunder and for which the Assignee approves in writing, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the County will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The County will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the County fails to perform any of its obligations under this Article V, the Assignee or the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the County shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.4(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The County will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) *Notification of Assignee.* The County will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations

of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the County will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The County will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. County Consent to Assignments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The County hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The County agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Leased Property and in this Lease.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Leased Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Leased Property shall be taken permanently, or if all of the Leased Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the County and the Corporation and communicated to the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Leased Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Leased Property collected by the County in the event of any such damage or destruction shall be deposited by the County promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the County shall determine and notify the Corporation and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the County and the Net Proceeds, together with other moneys available therefore, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property and the fair rental value of the Leased Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid Lease Payments.

(iii) In the event the County's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Leased Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property; *provided further, however*, that in the event of damage or destruction of the Leased Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Leased Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, evidenced by a certificate signed by a County Representative.

(iv) In the event the County's determination is as set forth in clause (B) of subparagraph (ii) above, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the County, and until the Leased Property has been restored to its prior condition, the County shall not place any lien or encumbrance on the Leased Property that is senior to this Lease without the prior written consent of the Assignee.

(b) *From Eminent Domain Award.* If all or any part of the Leased Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the County in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the County has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations with respect to the Leased Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Leased Property, the County shall so certify to the Corporation and the Assignee, and the County shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the County has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations with respect to the Leased Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Leased Property, the County shall so certify to the Corporation and the Assignee, and the County shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Leased Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the County has given written notice to the Corporation and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations with respect to the Leased Property under the Lease Agreement or (B) all of the Leased Property shall have been taken in such eminent domain proceedings, then the County shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the County may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Corporation and the Assignee. Any such determination by the County shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the County in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the County of the Leased Property or any portion thereof to the extent to be agreed upon by the County, the Corporation and the Assignee. The parties agree that the amounts of the Lease Payments under such

circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit B, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Leased Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a County Representative to the Corporation and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the County waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE COUNTY

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE COUNTY ACKNOWLEDGES THAT THE COUNTY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE COUNTY. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the County.

Section 7.2. Access to the Leased Property; Grant and Conveyance of Right of Entry. The County agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the County, to enter upon and to examine and inspect the Leased Property or any part thereof. The County further agrees that the Corporation, and the Corporation's successors or assigns shall have such rights of access to the Leased Property or any component thereof, following at least 48 hours written notice provided to the County, as may be reasonably necessary to cause the proper maintenance of the Leased Property if the County fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

The County further grants, conveys and confirms to the Corporation, for the use, benefit and enjoyment of the Corporation, its successors in interest to the Leased Property and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Leased Property, a right of entry which shall be irrevocable for the term of this Lease over, across and under the property of the County adjacent to the Leased Property to and from the Leased Property for the purpose of: (a) ingress, egress, passage or access to and from the Leased Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Leased Property.

Section 7.3. Release and Indemnification Covenants. The County hereby indemnifies the Corporation, the Assignee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the County, (b) any breach or default on the part of the County in the performance of any of its obligations under this Lease, (c) any negligence or willful misconduct of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, (d) any intentional misconduct or negligence of any sublessee of the County with respect to the Leased Property, (e) the acquisition, construction, improvement and equipping of the Leased Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Leased Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the term of this Lease

for any reason. The County and the Corporation each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Corporation. The Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the County hereunder, have been assigned to the Assignee. The County hereby consents to such assignment. Whenever in this Lease any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

The Corporation and the Assignee may make additional assignments of their interests herein, but no such assignment will be effective as against the County unless and until the Corporation or the Assignee has filed with the County written notice thereof. The County shall pay all Lease Payments hereunder under the written direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the County. During the Term of this Lease, the County will keep a complete and accurate record of all such notices of assignment.

Section 7.5. Assignment and Subleasing by the County. This Lease may not be assigned, mortgaged, pledged or transferred by the County. The County may sublease the Leased Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease and the obligation of the County to make Lease Payments hereunder shall remain obligations of the County, and any sublease shall be subject and subordinate to this Lease.

(b) The County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the County may cause the Leased Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The County shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the value of the Leased Property.

Section 7.6. Amendment of Lease Agreement. This Lease may be amended with the prior written consent of the Corporation and the Assignee (at the Assignee's sole discretion) provided such amendment does not, in the Assignee's sole judgment, adversely affect the Assignee. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the County at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

Section 7.7. Tax Covenants.

(a) *Generally.* The County will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes.

(b) *Private Activity Bond Limitation.* The County will ensure that the proceeds of the Lease Payments are not so used as to cause the County's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The County will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The County will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The County will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

Section 7.8. Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each fiscal year of the County during the term hereof, the County will provide the Corporation and the Assignee with a copy of its audited financial statements for such fiscal year. Such audited financial statements shall include the County's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standard's Board pronouncements and applicable State law. At Assignee's request, the County will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the County to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Corporation or the Assignee. However, if in the reasonable opinion of the County the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the County within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the County of a voluntary petition in bankruptcy, or failure by the County promptly to lift any execution, garnishment or attachment, or adjudication of the County as a bankrupt, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) Any representation or certification by the County in connection with the transactions contemplated hereby shall be false or misleading.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the County is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the County agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the

Corporation. The County hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the County to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in Yuba County for the account of and at the expense of the County, and the County hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The County agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the County the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The County agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph, and the County further waives the right to any rental obtained by the Corporation in excess of the Lease Payments and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-leasing the Leased Property.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Lease at its option and in the manner hereinafter provided due to a default by the County (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the County nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the County shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the County of the election on the part of the Corporation to terminate this Lease. The County covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it

in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the County hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease, the County may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash which is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit B, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant addressed to the Assignee, together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the County instructs at the time of said deposit. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease shall continue, (ii) all obligations of the County under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the County to make, or cause to be made all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the County, and (B) the release and indemnification obligations of the County under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.6, title to the Leased Property will vest in the County on the date of said deposit automatically and without further action by the County or the Corporation. The County hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. Upon completion of the 2011 Project, the County shall apply any moneys remaining on deposit in the Project Fund to the prepayment of the unpaid principal components of the Lease Payments by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, together with the interest required to be paid on such Lease Payment Date, without premium. Otherwise, the County may not prepay the unpaid principal components of the Lease Payments prior to _____. The County may prepay the unpaid principal components of the Lease Payments in whole only, on any Lease Payment Date on or after _____, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, together with the interest required to be paid on such Lease Payment Date, without premium. The County shall give the Corporation notice of its intention to exercise its option not less than 30 days in advance of the date of exercise.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The County shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Leased Property to be used for such purpose under Section 6.2. The County and the Corporation hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the County's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the County and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Corporation:

County of Yuba Public Facilities Corporation
c/o Yuba County
915 8th Street
Marysville, CA 95901
Attention: County Administrator
Phone: (530) 749-7575
Fax: (530) 749-7312

If to the County:

Yuba County Treasurer-Tax Collector
915 8th Street
Marysville, CA 95901
Attention: County Administrator
Phone: (530) 749-7575
Fax: (530) 749-7312

If to the Assignee:

Bank of America, N.A.
c/o Energy & Power Finance
Banc of America Public Capital Corp
1234 Saint Michael's Drive
Santa Fe, NM 87505
Fax: (704) 264-2456

Section 10.2. Binding Effect. This Lease inures to the benefit of and is binding upon the Corporation, the County and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease is a "net-net-net lease" and the County hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Corporation and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

Section 10.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

IN WITNESS WHEREOF, the Corporation and the County have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

COUNTY OF YUBA PUBLIC FACILITIES
CORPORATION

By _____
President

Attest:

Secretary

COUNTY OF YUBA

By _____
County Administrator

Attest:

Clerk of the Board

EXHIBIT A
DESCRIPTION OF THE SITE

All that certain real property situated in the County of Yuba, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, AND RUNNING THENCE ON THE SOUTHERLY LINE OF SAID BLOCK 6, RANGE "J", AND THE WESTERLY PROJECTION THEREOF, SOUTH 83 DEGREES 43'50" WEST, 448.07 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "K" OF SAID CITY OF MARYSVILLE; THENCE ON THE EASTERLY LINE OF SAID BLOCK 6, RANGE "K" AND THE EASTERLY LINE OF BLOCK 7, RANGE "K" OF SAID CITY OF MARYSVILLE AND THE NORTHERLY PROJECTION THEREOF, NORTH 06 DEGREES 37'34" WEST, 660.58 FEET, MORE OR LESS, TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1945 IN VOLUME 88 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 337; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 3500 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 34'22" A DISTANCE OF 401.51 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 58'00" EAST, 401.30 FEET), MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4, BLOCK 7, RANGE "J" OF SAID CITY OF MARYSVILLE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 11, 1943, IN VOLUME 73 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 439; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED RECORDED JANUARY 11, 1943, NORTH 83 DEGREES 21'01" EAST, 49.83 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, AND THENCE ON THE EASTERLY LINE OF SAID BLOCK 7, RANGE "J" AND THE EASTERLY LINE OF SAID BLOCK 6, RANGE "J" SOUTH 06 DEGREES 38'50" EAST, 715.13 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE MINERALS ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND BELOW A DEPTH OF 500 FEET OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL, GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT THERETO, WITHOUT, HOWEVER, THE RIGHT TO USE OR PENETRATE THE SURFACE OF, OR TO ENTER UPON, SAID LAND WITHIN 500-FEET OF THE SURFACE THEREOF, TO EXTRICATE OR REMOVE THE SAME, AS TO A PORTION OF THE LAND HEREIN DESCRIBED, AS RESERVED IN THAT CERTAIN DEED EXECUTED BY SOUTHERN PACIFIC COMPANY, A CORPORATION RECORDED NOVEMBER 23, 1964, IN BOOK 404 PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO MONTGOMERY WARD REALTY CORPORATION, RECORDED NOVEMBER 23, 1964, IN VOLUME 404 OFFICIAL RECORDS OF YUBA COUNTY, AT PGE 399 AND RUNNING THENCE ON THE NORTH LINE OF SAID PARCEL SOUTH 83 DEGREES 21'01" WEST 49.83 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4 OF BLOCK 7, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3500 FEET THROUGH AN ANGLE OF 00 DEGREES 36'59", AN ARC DISTANCE OF 37.65 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 78 DEGREES 57'15" WEST 37.65 FEET); THENCE FROM A TANGENT THAT

BEARS NORTH 78 DEGREES 38'46" EAST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 80 FEET THROUGH AN ANGLE OF 94 DEGREES 42'15", AN ARC DISTANCE OF 132.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 54 DEGREES 00'06" EAST 117.00 FEET) TO A POINT ON THE EASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID EASTERLY LINE NORTH 05 DEGREES 38'59" WEST, 82.37 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A RECIPROCAL AND NON-EXCLUSIVE EASEMENT AS DISCLOSED BY THAT CERTAIN DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED NOVEMBER 23, 1964, IN BOOK 404, OFFICIAL RECORDS, PAGE 400 AND RECORDED MAY 22, 1972, IN BOOK 534 PAGE 661 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 20, 1978, IN BOOK 677 PAGE 401 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED DECEMBER 31, 2002, AS DOCUMENT NO. 200217873 OFFICIAL RECORDS.

A.P.N. 010-031-014

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Yuba County Government Center, located at 915 8th Street in Marysville, California, on the Site, is an 84,000 square foot, single story facility sited on a 7.1 acre parcel located just outside downtown Marysville. It houses the County's Board of Supervisors, most of the elected officials and other core functions of County Administrator, Auditor/Controller, Treasurer/Tax Collector, Community Development, County Counsel. Planning, Public Works among others. Originally built as a Montgomery Wards store in the early 70's, it won architectural awards for its use of a converted building. The interior is entirely finished office space surrounding a large atrium and houses about 195 employees.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment <u>Date</u>	Principal <u>Component</u>	Interest <u>Component (1)</u>	Total Lease <u>Payment</u>
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(1) Applicable interest rate is ____% per annum. The payments due on August 1, 2011, and February 1, 2012, will be paid from amounts deposited in the Project Fund.

Quint & Thimmig LLP

01/04/11

01/21/11

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

For Value Received, the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION (the "Corporation") without recourse does hereby sell, assign and transfer to BANK OF AMERICA, N.A. (the "Assignee"), and its successors and assigns, (i) all of its rights, title and interest in and to the Lease Agreement, dated as of February 1, 2011, a Memorandum of which has been recorded concurrently herewith, by and between the Corporation, as sublessor, and the County of Yuba, California (the "County"), as sublessee (said Lease Agreement and any supplements, amendments, annexations, extensions or renewals thereof is referred to hereinafter as the "Lease Agreement"), (ii) all of its rights, title and interest in and to the Site and Facility Lease, dated as of February 1, 2011, which has been recorded concurrently herewith, by and between the County, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease Agreement. The Site and Facility Lease and the Lease Agreement delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Corporation and the County respecting the leases made thereunder and the lease payments made therefor.

The Corporation represents and warrants as follows:

- (1) it has made no prior sale or assignment of any interest covered hereby;
- (2) that the Lease Agreement and Site and Facility Lease are genuine and in all respects is what they purport to be; and
- (3) that Assignee is not liable for and does not assume responsibility for the performance of any of the covenants, agreements or obligations specified in the Lease Agreement to be kept, paid or performed by Corporation, with exception of such covenants, agreements and obligations which are expressly made the responsibility of Assignee under the Lease Agreement.

The Corporation further represents and warrants that as of the date of this Assignment, the Lease Agreement and Site and Facility Lease are in full force and effect and the County is not in default of any of the terms set forth therein.

By its acceptance of this Assignment, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Lease Agreement is \$_____; (ii) that it reasonably expects to hold the Lease Agreement for its own account and does not expect to sell, assign, or otherwise transfer the Lease Agreement; and (iii) that it will treat the Lease Agreement as an investment for federal income tax purposes.

This Assignment shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Any provision of this Assignment found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment.

This Assignment binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Corporation and the Assignee arising under this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment.

The Property which is the subject of the Lease Agreement is set forth in Appendix A attached hereto and by this reference incorporated herein.

This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of February 1, 2011

COUNTY OF YUBA PUBLIC FACILITIES
CORPORATION

By _____
County Administrator

ACCEPTANCE OF ASSIGNMENT:

BANK OF AMERICA, N.A., as Assignee

By _____
Title _____

APPENDIX A

DESCRIPTION OF THE PROPERTY

Description of the Site

All that certain real property situated in the County of Yuba, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, AND RUNNING THENCE ON THE SOUTHERLY LINE OF SAID BLOCK 6, RANGE "J", AND THE WESTERLY PROJECTION THEREOF, SOUTH 83 DEGREES 43'50" WEST, 448.07 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "K" OF SAID CITY OF MARYSVILLE; THENCE ON THE EASTERLY LINE OF SAID BLOCK 6, RANGE "K" AND THE EASTERLY LINE OF BLOCK 7, RANGE "K" OF SAID CITY OF MARYSVILLE AND THE NORTHERLY PROJECTION THEREOF, NORTH 06 DEGREES 37'34" WEST, 660.58 FEET, MORE OR LESS, TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1945 IN VOLUME 88 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 337; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 3500 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 34'22" A DISTANCE OF 401.51 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 58'00" EAST, 401.30 FEET), MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4, BLOCK 7, RANGE "J" OF SAID CITY OF MARYSVILLE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 11, 1943, IN VOLUME 73 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 439; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED RECORDED JANUARY 11, 1943, NORTH 83 DEGREES 21'01" EAST, 49.83 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, AND THENCE ON THE EASTERLY LINE OF SAID BLOCK 7, RANGE "J" AND THE EASTERLY LINE OF SAID BLOCK 6, RANGE "J" SOUTH 06 DEGREES 38'50" EAST, 715.13 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

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ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO MONTGOMERY WARD REALTY CORPORATION, RECORDED NOVEMBER 23, 1964, IN VOLUME 404 OFFICIAL RECORDS OF YUBA COUNTY, AT PGE 399 AND RUNNING THENCE ON THE NORTH LINE OF SAID PARCEL SOUTH 83 DEGREES 21'01" WEST 49.83 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4 OF BLOCK 7, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3500 FEET THROUGH AN

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A.P.N. 010-031-014

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PROJECT FUND AGREEMENT

by and among

BANK OF AMERICA, N.A.,

COUNTY OF YUBA

and

DEUTSCHE BANK NATIONAL TRUST COMPANY

Dated as of February 1, 2011

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT (this "Agreement"), dated as of February 1, 2011, is by and among BANK OF AMERICA, N.A. (the "Purchaser"), a corporation organized and existing under the law of the State of _____, the COUNTY OF YUBA (the "County"), a county and political subdivision of the State of California organized and existing under the law of the State of California, and DEUTSCHE BANK NATIONAL TRUST COMPANY (the "Custodian"), a national trust company organized and existing under the law of the United States of America.

WITNESSETH:

WHEREAS, the County and the County of Yuba Public Facilities Corporation (the "Corporation"), have entered into that certain Site and Facility Lease, dated as of February 1, 2011 (the "Site and Facility Lease"), pursuant to which the County has leased to the Corporation certain real property and the improvements thereon (the "Property");

WHEREAS, pursuant to that certain Lease Agreement, dated as of February 1, 2011 (the "Lease Agreement"), by and between the County and the Corporation, the Corporation has leased the Property back to the County;

WHEREAS, pursuant to the Assignment Agreement, dated as of February 1, 2011 (the "Assignment Agreement"), the Corporation has sold, transferred, delivered, assigned and conveyed to the Purchaser all right, title and interest of the Corporation in and to the Site and Facility Lease and the Lease Agreement; and

WHEREAS, the Assignment Agreement provides that the amount to be paid by the Purchaser pursuant thereto be paid to the Custodian and deposited into an escrow under terms satisfactory to the Purchaser for the purpose of funding the payment to be made by the Corporation pursuant to the Lease Agreement and providing a mechanism for the application of such amounts to the payment of the costs of various solar energy projects to be accomplished by the County (the "Project");

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Creation of and Application of the Project Fund.

(a) There is hereby created a special trust fund to be known as the "Yuba County 2011 Project Fund" (the "Project Fund") to be held in trust by the Custodian for the purposes stated herein, for the benefit of the County, to be held, disbursed and returned in accordance with the terms hereof.

(b) Amounts in the Project Fund shall be disbursed by the Custodian in as provided in Sections 3, 4, 5 and 6 hereof.

(c) The Custodian shall invest and reinvest moneys on deposit in the Project Fund in Qualified Investments in accordance with written instructions received from the County. The County shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, neither the Custodian nor the Purchaser shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the

investment or reinvestment of all or any portion of the moneys on deposit in the Project Fund, and the County agrees to and does hereby release the Custodian and the Purchaser from any such liability, cost, expenses, loss or claim. Interest on the Project Fund shall become part of the Project Fund, and gains and losses on the investment of the moneys on deposit in the Project Fund shall be borne by the Project Fund. For purposes of this Agreement, "Qualified Investments" has the meaning ascribed thereto in Exhibit B hereto. In the absence of written instructions from the County, the Custodian is hereby authorized and directed to invest and re-invest all funds on deposit in the Project Fund in paragraph (6) of the definition of Qualified Investments.

Section 2. Deposit to Project Fund. In accordance with the Assignment Agreement, the Purchaser shall, on the date of commencement of the term of the Lease Agreement, cause to be deposited in the Project Fund the amount of \$_____.

Section 3. Construction of the 2011 Project; Payments from Project Fund.

(a) The County shall arrange for, supervise and provide for, or cause to be supervised and provided for, the construction of the 2011 Project with moneys available in the Project Fund. The County shall obtain all necessary permits and approvals, if any, for the acquisition, construction or installation of the 2011 Project, and the operation and maintenance thereof. The Purchaser shall have no liability under any contract for the acquisition, construction or installation of the 2011 Project or any part thereof.

(b) Disbursements from the Project Fund shall be made for the purpose of paying the cost of acquiring, constructing and installing the 2011 Project (including the reimbursement to the County for advances from its own funds to make such payments) and for paying costs incidental to the financing thereof.

(c) Amounts shall be disbursed from the Project Fund from time to time upon delivery by the County to the Custodian of a properly completed and executed Disbursement Request in the form attached hereto as Exhibit A, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due.

Section 4. Payment of Interest from the Project Fund. A portion of amounts deposited in the Project Fund are to be used to pay the interest components of the lease payments due under the Lease Agreement on August 1, 2011, and February 1, 2012. The Custodian is hereby directed to transfer to the Purchaser, the following amounts on the following dates:

<u>Date</u>	<u>Amount</u>
August 1, 2011	
February 1, 2012	

Section 4. Application upon Payment Default. Upon receipt by the Custodian of (a) a written certification from the Purchaser that the County has failed to pay all or a portion of a Lease Payment or Additional Payment as and when required to be paid pursuant to the Lease Agreement, which written certification shall specify the amount that the County has so failed to pay, and (b) a written direction from the Purchaser to transfer such amount from the Project Fund to the Purchaser in payment of such Lease Payment or Additional Payment, or portion thereof, the Custodian shall, within three business days of the receipt of such written certification and written direction, so transfer from the Project Fund such amount (or such lesser amount as is on deposit therein) to the Purchaser. The Purchaser and the County agree that any amount so transferred by the Custodian to the Purchaser shall be applied to such unpaid Lease Payment or Additional Payment, or portion thereof, and, to the extent so transferred shall discharge the County's liability with respect thereto.

Section 5. Excess Proceeds. On _____, the Custodian shall transfer any amount remaining in the Project Fund to the Purchaser and, upon such transfer, such amount shall constitute a prepayment of the principal components of the Lease Payments and shall be allocated to such principal components in the inverse order in which they are due.

Section 6. Security Interest. The Custodian and the County acknowledge and agree that the Project Fund and all proceeds thereof are being held by the Custodian for disbursement as set forth herein. The County hereby grants to the Purchaser a first priority perfected security interest in the Project Fund, and all proceeds thereof, and all investments made with any amounts in the Project Fund. If the Project Fund, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of the Custodian and the Custodian hereby agrees to hold such investments as bailee for the Purchaser so that the Purchaser is deemed to have possession of such investments for the purpose of perfecting its security interest.

Section 7. Control of Project Fund. In order to perfect the Purchaser's security interest by means of control in (a) the Project Fund established hereunder, (b) all securities entitlements, investment property and other financial assets now or hereafter credited to the Project Fund, (c) all of the County's rights in respect of the Project Fund, such securities entitlements, investment property and other financial assets, and (d) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Purchaser, the County and the Custodian further agree as follows:

(i) All terms used in this section which are defined in the Commercial Code of the State of California (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(ii) The Custodian shall comply with all entitlement orders originated by the Purchaser with respect to the Collateral, or any portion of the Collateral, without further consent by the County.

(iii) The Custodian hereby represents and warrants (A) that the records of the Custodian show that the County is the sole owner of the Collateral, (B) that the Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Purchaser's claim pursuant to this Agreement, and (C) that the Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Custodian is obligated to accept from the Purchaser under this Agreement and entitlement orders that the Custodian, subject to the provisions of paragraph (v) below, is obligated to accept from the County.

(iv) Without the prior written consent of the Purchaser, the Custodian will not enter into any agreement by which the Custodian agrees to comply with any entitlement order of any person other than the Purchaser or the County, with respect to any portion or all of the Collateral. The Custodian shall promptly notify the Purchaser if any person requests the Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(v) The Custodian hereby agrees to comply with any and all written instructions delivered by the Purchaser to the Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by the Purchaser, the amount of any obligations of the County to the

Purchaser, the validity of any of the Purchaser's claims against or agreements with the County, the existence of any defaults under such agreements, or any other matter.

(vi) The County hereby irrevocably authorizes the Custodian to comply with all instructions and entitlement orders delivered by the Purchaser to the Custodian.

(vii) The Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(viii) The Custodian and the County hereby agree that any property held in the Project Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Custodian may be a party.

(ix) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Purchaser at its address set forth in Section 9 hereof, concurrently with the sending thereof to the County, duplicate copies of any and all monthly Project Fund statements or reports issued or sent to the County with respect to the Project Fund.

Section 8. The Custodian.

(a) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.

(b) Unless the Custodian is guilty of negligence or willful misconduct with regard to its duties hereunder, the County, to the extent permitted by law, agrees to and does hereby release and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this Agreement.

(c) If the County and the Purchaser shall be in disagreement about the interpretation of the Lease Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be reimbursed by the County for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease Agreement until a final judgment in such action is received.

(d) The Custodian may consult with counsel of its own choice and, so long as the Custodian is acting in good faith, shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, made by it in good faith unless caused by its negligence or willful misconduct.

(e) The County shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys and employees incurred for extra-ordinary administration of the Project Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Lease Agreement, or in connection with any dispute between the County and the Purchaser concerning the Project Fund.

Section 9. Miscellaneous.

(a) Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Lease Agreement.

(b) This Agreement may not be amended except in writing signed by all parties hereto.

(c) Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Purchaser:	Bank of America, N.A. c/o Energy & Power Finance Banc of America Public Capital Corp 1234 Saint Michael's Drive Santa Fe, NM 87505 Fax: (704) 264-2456
If to the County:	County of Yuba 915 8th Street Marysville, California 95901 Attention: County Administrator, Fax: (530) 749-7312
If to the Custodian:	Deutsche Bank National Trust Company 101 California Street, 47 th Floor San Francisco, CA 94111 Attention: Mr. Raafat Albert Sarkis Fax: (415) 617-4280

(d) All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(e) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement. It is also agreed that each party hereto may execute a separate counterpart of this Agreement, all with the same force and effect as though all had executed the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Purchaser

By _____
Title _____

COUNTY OF YUBA

By _____
County Administrator

Attest:

Clerk of the Board of Supervisors

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Custodian

By _____
Title _____

EXHIBIT A

FORM OF DISBURSEMENT REQUEST

Re: Project Fund Agreement

In accordance with the terms of the Project Fund Agreement, dated as of February 1, 2011 (the "Agreement"), by and among Bank of America, N.A. (the "Purchaser"), the County of Yuba (the "County") and Deutsche Bank National Trust Company (the "Custodian"), the County hereby requests the Custodian pay the following persons the following amounts from the Project Fund created under the Agreement (the "Project Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
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The County hereby certifies as follows:

(b) An obligation in the stated amount has been incurred by the County, and the same is a proper charge against the Project Fund for costs relating to the 2011 Project, and has not been paid. Attached hereto is the original invoice with respect to such obligation.

(b) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease Agreement, dated as of February 1, 2011 (the "Lease Agreement"), by and between the County of Yuba Public Facilities Corporation and the County, has occurred and is continuing at the date hereof.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Lease Agreement.

Dated:

COUNTY OF YUBA

By _____
Authorized Representative

EXHIBIT B

DEFINITION OF QUALIFIED INVESTMENTS

“Qualified Investments” means any of the following obligations:

(1) Direct obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America;

(2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Obligations of Federal Farm Credit Banks (FFCB)

(4) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of “P-1” by Moody's and “A-1” or “A-1+” by S&P and maturing not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(5) Commercial paper which is rated at the time of purchase, “P-1” by Moody's and “A-1” or better by S&P and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(6) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P;

(7) Municipal obligations rated at the time of purchase “Aaa/AAA” or general obligations of states with a rating at the time of purchase of at least “A2/A” or higher by both Moody's and S&P;

(8) Investments in the State of California's Local Agency Investment Fund (LAIF);

(9) Investment agreements with, or guaranteed by, a domestic or foreign bank, financial institution or corporation or other entity (other than a life or property casualty insurance company) the long-term debt of which is rated at the time of execution at least “AA” by S&P and “Aa” by Moody's; and

(10) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in securities and obligations authorized in subdivisions (a) to (o) of Government Code Section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(A) the adviser is registered or exempt from registration with the Securities and Exchange Commission;

(B) the adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o) of Government Code Section 53601; and

(C) the adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

LETTER AGREEMENT FOR PURCHASE

February __, 2011

County of Yuba
915 8th Street
Marysville, CA 95901
Attention: County Administrator

Re: \$_____ Lease Agreement, dated as of February 1, 2011, by and between the County of Yuba Public Facilities Corporation and the County of Yuba, California, assigned to Bank of America, N.A.

Ladies and Gentlemen:

The undersigned, Bank of America, N.A. (the "the Purchaser"), offers, upon the following terms, to acquire (i) the rights of the County of Yuba Public Facilities Corporation (the "Corporation") to the Lease Payments to be made by the County of Yuba, California (the "County") under the Lease Agreement dated as of February 1, 2011 (the "Lease Agreement"), by and between the County and the Corporation, by entering into an Assignment Agreement, dated as of February 1, 2011 (the "Assignment Agreement"), with the Corporation, and (ii) the rights of the Corporation under the Site and Facility Lease, dated as of February 1, 2011 (the "Site and Facility Lease"), by and between the County and the Corporation. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of County's Obligations.* The County agrees to execute and deliver the Site and Facility Lease and the Lease Agreement, and the Purchaser agrees to purchase the County's obligations under the Lease Agreement at a purchase price of \$_____. The Lease Payments under the Lease Agreement and the interest rate applicable thereto shall be as shown in Exhibit A hereto.

2. *Use of Funds.* The purchase price paid by the Purchaser shall be used by the County to (i) finance various solar energy projects throughout the geographic boundaries of the County (the "2011 Project"), and (ii) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement and documents related to the financing of the 2011 Project.

3. *Disposition of Proceeds.* Upon the Closing Date, as defined below, purchase price paid by the Purchaser shall be transferred as follows:

(a) the Purchaser shall retain the amount of \$_____ to be applied to its fees and costs and other costs of the lease transaction and to pay the California Debt and Investment Advisory Commission fee of \$_____.

(b) the Purchaser shall transfer, via wire transfer, to Deutsche Bank National Trust Company, as custodian (the "Custodian"), the amount of \$_____ to be held, invested and applied in accordance with that certain Project Fund Agreement, by and among the County, the Purchaser and the Custodian, with respect to the 2011 Project. Wire instructions are attached.

(c) the Purchaser shall transfer, via wire transfer, the following amounts to the following entities, in respect of the payment of the costs of the financing transaction:

(i) to Capitol Public Finance Group, LLC, \$_____ (invoice with wire information is attached);

(ii) to Quint & Thimmig LLP, \$_____ (invoice with wire information is attached); and

(iii) to Stewart Title Guaranty Company, \$_____ (invoice with wire information is attached).

4. *Closing.* At 8:00 a.m. California Time, on February __, 2011, or at such other time or on such earlier or later date as the Purchaser and the County mutually agree upon (the "Closing Date"), the County will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the County and the Corporation, and the Assignment Agreement executed by the Corporation and the Purchaser, and the Purchaser will pay the purchase price for the County's obligations as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the County.* The County represents and warrants to the Purchaser that all representations and warranties of the County set forth in the Lease Agreement are true and correct on the date hereof and are made for the benefit of the Purchaser as if set forth herein.

6. *Conditions Precedent to the Closing.* Other conditions precedent to the Closing are:

(a) The delivery by the County of a certified copy of (i) the resolution of the Board of Supervisors of the County authorizing the execution and delivery by the County of the Site and Facility Lease and the Lease Agreement, together with an incumbency certificate of the County, and (ii) the resolution of the Board of Directors of the Corporation authorizing the execution and delivery by the Corporation of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Corporation;

(b) The delivery by the County of the fully executed Site and Facility Lease, Lease Agreement and Assignment Agreement in form and substance acceptable to the Purchaser;

(c) The execution and delivery by the County of an Internal Revenue Service Form 8038-G in a form acceptable to the Purchaser;

(d) Delivery of a legal opinion addressed to the County and the Purchaser, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement, and (ii) the tax-exempt status of the interest component of the Lease Payments, in form and substance acceptable to the Purchaser;

(e) The delivery of a certificate dated the Closing Date and signed by the Chair of the Board, the County Administrator, the Treasurer-Tax Collector, or such other officer of the County as the Board of Supervisors of the County may approve, to the effect that:

(i) to the best knowledge of the County, there are no actions or proceedings against the County pending or threatened that adversely affect the County's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the County contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the County acknowledges receipt from the Purchaser of the purchase price for the County's obligations under the Lease Agreement, including the Lease Payments;

(f) The delivery by the County of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to the Purchaser;

(g) The execution and delivery by the County of a certificate as to arbitrage; and

(h) such other documents as may be reasonably requested by the Purchaser.

7. *Events Permitting the Purchaser to Terminate.* the Purchaser may terminate its obligation to purchase the County's obligations under the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of the Purchaser, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended; or

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the County or on the ability of the County or the Corporation to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.

By _____
Title _____

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF YUBA, CALIFORNIA

By _____
County Administrator

EXHIBIT A

Lease Payment <u>Date</u>	Principal <u>Component</u>	Interest (1) <u>Component</u>	Total Lease <u>Payment</u>
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(1) Applicable interest rate is ____% per annum.

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBERT BENDORF
COUNTY ADMINISTRATOR

RANDY MARGO
TANT COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Board of Directors

FROM: Robert Bendorf, County Administrator *RB/tc*

SUBJECT: Authorization to Enter Into a Lease Financing Agreement for the Chevron Energy Efficiency Project

DATE: February 1, 2011

Recommendation

It is recommended that the Board of Directors authorize the attached resolution to execute lease financing documents to finance energy efficiency projects ("Project").

Background

The County has evaluated various options for financing the Project. The recommended financing is a private placement lease financing in the approximate amount of \$9,405,675 with Bank of America or affiliate. The County anticipates making an equity contribution of no more than \$800,000. The County is exploring the possibility of reducing the contribution in exchange for extending the term of the financing for a year or two. The recommended lease financing has a 16 year term, and will be repaid from energy savings. At the completion of the financing, the project is expected to generate free cash flow.

In order to complete the recommended financing, the County needs to utilize a nonprofit corporation ("Corporation") to satisfy the legal requirements associated with the financing structure.

Discussion

The County formed the Corporation in 1991 for the specific purpose of assisting with the financing of public facilities that are used for the benefit of the citizens of Yuba County. The County, and other public agencies located in the County, have used the Corporation for similar lease type financings. Essentially, the role of the Corporation is to act as a third party lessor. As such, it must authorize the approval and execution of the lease financing documents. Apart from this approval, and maintaining the Corporation in good standing, the Corporation has no further role or responsibility for the financing.

Fiscal Impact

None.

**Yuba County
Chevron Energy Financing
16-Year Financing Term**

Pmt. No.	Payment Date	Energy & Water Savings	O & M Savings	Energy Rebates/Incentives	Renewable Energy Credits	Total Annual Savings	Preventative Maintenance Costs	Net Annual Savings	Outstanding Balance	Principal Portion	Interest Portion	Payment Amount	Annual Lease Payment	Annual Positive Cashflow
1	8/17/11	523,381	46,000	40,000	15,304	624,685	(17,999)	606,686	9,405,675	0	211,628	211,628		
2	2/17/12	546,602	47,880	404,436	15,196	1,013,614	(18,719)	994,895	9,405,675	0	211,628	211,628		
3	8/17/13	570,870	48,801	288,732	15,090	923,493	(19,467)	904,026	9,314,239	91,437	211,628	303,064	(606,129)	557
4	2/17/14	596,230	50,265	286,711	14,984	948,190	(20,246)	927,944	9,220,745	93,494	209,570	303,064		
5	8/17/15	622,735	51,773	284,704	14,880	974,092	(21,056)	953,036	8,931,042	289,702	207,467	497,169	(994,338)	557
6	2/17/16	650,435	53,327	282,711	14,775	1,001,248	(21,898)	979,350	8,634,822	296,221	200,948	497,169		
7	8/17/17	679,386	54,925		14,672	748,983	(22,774)	726,209	8,377,371	257,444	194,283	451,734	(903,469)	557
8	2/17/18	709,644	56,574		14,569	780,787	(23,685)	757,102	8,114,127	263,244	188,491	451,734		
9	8/17/19	741,270	58,271		14,467	814,008	(24,632)	789,376	7,833,002	281,126	176,243	463,693	(927,387)	557
10	2/17/20	774,325	60,020		14,366	848,711	(25,618)	823,093	7,545,551	287,451	169,775	476,239	(952,479)	557
11	8/17/21	808,876	61,820		14,265	884,961	(26,642)	858,319	6,925,726	313,360	162,879	476,239		
12	2/17/22	844,990	63,675		14,166	922,831	(27,708)	895,123	6,592,158	341,073	155,829	489,396	(978,793)	557
13	8/17/23	882,740	65,585		14,066	962,391	(28,816)	933,575	6,251,085	341,073	148,324	489,396		
14	2/17/24	922,200	67,553		13,968	1,003,721	(29,969)	973,752	5,554,000	247,733	130,539	378,272	(756,552)	557
15	8/17/25	963,449	69,579		13,870	1,046,898	(31,168)	1,015,730	5,300,692	253,307	124,965	378,272		
16	2/17/26	1,006,569	71,667		13,773	1,092,009	(32,414)	1,059,595	5,025,548	275,144	119,266	394,409	(788,819)	557
17	8/17/27	1,051,645	73,816		13,677	1,139,138	(33,711)	1,105,427	4,744,214	281,335	113,075	394,409		
18	2/17/28	1,098,767	76,031		13,581	1,188,379	(35,059)	1,153,320	4,439,691	304,523	106,745	411,268	(822,536)	557
19	8/17/29	1,148,030	78,312		13,486	1,239,828	(36,462)	1,203,366	4,128,316	311,375	99,893	411,268		
20	2/17/30	1,199,531	80,661		13,391	1,293,583	(37,920)	1,255,663	3,792,322	335,994	85,327	428,881	(857,762)	557
21	8/17/31								3,448,768	343,554	82,881	428,881		
22	2/17/32								3,079,082	369,686	77,597	447,283	(894,566)	557
23									2,701,079	378,004	69,279	466,509		
24									2,295,344	405,735	60,774	466,509	(933,018)	557
25									1,880,480	414,864	51,645	466,509		
26									1,436,194	444,287	42,314	486,597	(973,195)	557
27									981,911	454,283	22,093	507,586		
28									496,417	485,493	11,169	507,586		
29									0	496,417	0	0	(1,015,173)	557
30									0	0	0	0		
31									0	0	0	0		
32									0	0	0	0		
33									0	0	0	0		
34									0	0	0	0		
35									0	0	0	0		
36									0	0	0	0		
37									0	0	0	0		
38									0	0	0	0		
39									0	0	0	0		
40									0	0	0	0		
		16,341,675	1,236,035	1,587,294	286,546	19,451,550	(535,963)	18,915,587	9,405,675	4,147,440	13,553,116	(13,129,860)	5,785,727	

Deposit to Construction Fund	\$ 9,592,420
County Contribution	(800,000)
County Costs of Issuance	175,000
Lessor's Counsel Costs	15,000
Capitalized Interest	423,255
Total Financed Amount	\$ 9,405,675
Tax-Exempt Interest Rate	4.50%
Capitalized Interest Period (mos.)	12
Final Maturity (Yrs.)	16
Estimated Funding Date	2/17/11

**Yuba County
Chevron Energy Financing
17-Year Financing Term**

Pmt. No.	Payment Date	Energy & Water Savings	O & M Savings	Energy Rebates/Incentives	Renewable Energy Credits	Total Annual Savings	Preventative Maintenance Costs	Net Annual Savings	Outstanding Balance	Principal Portion	Interest Portion	Payment Amount	Annual Lease Payment	Annual Positive Cashflow
1	8/17/11								9,819,004	0	228,292	228,292		
	2/17/12								9,819,004	0	228,292	228,292		
2	2/17/13	523,381	46,000	40,000	15,304	624,685	(17,999)	606,686	9,744,375	74,628	228,292	302,920	(605,841)	845
3	8/17/13								9,668,012	76,364	226,557	302,920		
4	2/17/14	546,602	47,380	404,436	15,196	1,013,614	(18,719)	994,895	9,395,768	272,243	224,781	497,025	(994,050)	845
5	8/17/14								9,117,195	278,573	218,452	497,025		
6	2/17/15	570,870	48,801	288,732	15,090	923,493	(19,467)	904,026	8,877,580	239,615	211,975	451,580	(903,181)	845
7	8/17/15								8,632,593	245,187	206,404	451,580		
8	2/17/16	596,230	50,265	286,711	14,984	948,190	(20,246)	927,944	8,100,590	268,957	194,592	463,549	(927,099)	845
9	8/17/16								7,812,833	287,757	188,339	476,095		
10	2/17/17	622,735	51,773	284,704	14,880	974,092	(21,056)	953,036	7,518,386	294,447	181,648	476,095	(952,191)	845
11	8/17/17								7,203,936	314,450	174,802	489,252		
12	2/17/18	650,435	53,327	282,711	14,775	1,001,248	(21,898)	979,350	6,882,176	321,761	167,492	489,252	(978,505)	845
13	8/17/18								6,679,505	202,671	160,011	362,682		
14	2/17/19	679,386	54,925		14,672	748,983	(22,774)	726,209	6,472,121	227,383	155,298	362,682	(725,364)	845
15	8/17/19								6,244,470	227,651	150,477	378,128		
16	2/17/20	709,644	56,574		14,569	780,787	(23,685)	757,102	5,757,028	254,497	145,184	394,265	(756,257)	845
17	8/17/20								5,496,614	260,414	139,768	394,265		
18	2/17/21	741,270	58,271		14,467	814,008	(24,632)	789,376	5,011,526	232,944	135,851	394,265	(788,531)	845
19	8/17/21								4,923,372	289,915	127,796	411,124		
20	2/17/22	774,325	60,020		14,366	848,711	(25,618)	823,093	4,609,103	314,268	114,468	428,737	(822,248)	845
21	8/17/22								4,287,528	321,575	107,162	428,737		
22	2/17/23	808,876	61,820		14,265	884,961	(26,642)	858,319	3,940,074	347,454	99,685	447,139	(857,474)	845
23	8/17/23								3,584,542	355,532	91,607	447,139		
24	2/17/24	844,990	63,675		14,166	922,831	(27,708)	895,123	3,201,518	383,024	83,341	466,365	(894,278)	845
25	8/17/24								2,809,589	391,929	74,435	466,365		
26	2/17/25	882,740	65,585		14,066	962,391	(28,816)	933,575	2,388,458	421,130	65,323	486,453	(932,730)	845
27	8/17/25								1,957,537	430,922	55,532	486,453		
28	2/17/26	922,200	67,553		13,968	1,003,721	(29,969)	973,752	1,495,607	461,930	45,513	507,442	(972,907)	845
29	8/17/26								1,022,938	472,669	34,773	507,442		
30	2/17/27	963,449	69,579		13,870	1,046,898	(31,168)	1,015,730	517,346	505,591	23,783	529,375	(1,014,885)	845
31	8/17/27								0	517,346	12,028	529,375		
32	2/17/28	1,006,569	71,667		13,773	1,092,009	(32,414)	1,059,595					(1,058,750)	845
33	8/17/28													
34	2/17/29	1,051,645	73,816		13,677	1,139,138	(33,711)	1,105,427						1,105,427
35	8/17/29													
36	2/17/30	1,098,767	76,031		13,581	1,188,379	(35,059)	1,153,320						1,153,320
37	8/17/30													
38	2/17/31	1,148,030	78,312		13,486	1,239,828	(36,462)	1,203,366						1,203,366
39	8/17/31													
40	2/17/32	1,199,531	80,661		13,391	1,293,583	(37,920)	1,255,663						1,255,663
		16,341,675	1,236,035	1,587,294	286,546	19,451,550	(535,963)	18,915,587	9,819,004	4,821,863	14,640,867	(14,184,283)	4,731,304	

Deposit to Construction Fund	\$ 9,592,420
County Contribution	(420,000)
County Costs of Issuance	175,000
Lessor's Counsel Costs	15,000
Capitalized Interest	456,584
Total Financed Amount	\$9,819,004
Tax-Exempt Interest Rate	4.65%
Capitalized Interest Period (mos.)	12
Final Maturity (Yrs.)	17
Estimated Funding Date	2/17/11

COUNTY OF YUBA PUBLIC FACILITIES CORPORATION**RESOLUTION NO. _____****RESOLUTION APPROVING THE FORM AND AUTHORIZING THE
EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN
CONNECTION WITH THE FINANCING OF VARIOUS SOLAR ENERGY
PROJECTS THROUGHOUT THE GEOGRAPHIC BOUNDARIES OF THE
COUNTY OF YUBA AND AUTHORIZING AND DIRECTING CERTAIN
ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of the County of Yuba Public Facilities Corporation (the "Corporation"), as follows:

WHEREAS, the County of Yuba (the "County"), with the assistance of the Corporation, has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to finance various solar energy projects throughout the geographic boundaries of the County and to implement a lease financing for such purposes;

WHEREAS, it is in the public interest and for the public benefit that the Corporation authorize and direct execution of certain financing documents in connection therewith; and

WHEREAS, the documents below specified shall be filed with the Corporation and the members of the Board, with the aid of its staff, shall review said documents;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. The below-enumerated documents, in the forms on file with the Secretary, be and are hereby approved, and the President/Chief Executive Officer or the Chief Financial Officer, or the designee of such officials, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, and the Secretary or any deputy to the Secretary is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, between the County, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), pursuant to which the County will lease certain existing, unencumbered property to the Corporation (the "Property");

(b) a lease agreement, by and between the Corporation, as lessor, and the County, as lessee (the "Lease Agreement"), pursuant to which the Corporation will lease the Property back to the County; and

(c) an assignment agreement, by and between the Corporation and Bank of America, N.A., or an affiliate thereof (the "Assignee"), pursuant to which the Corporation will assign certain of its rights under the Site and Facility Lease and the Lease Agreement, including its right to receive lease payments thereunder, to the Assignee.

Section 2. The President/Chief Executive Officer, the Chief Financial Officer, the Secretary, any deputy to the Secretary and other officials of the Corporation are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the lease financing herein authorized.

Section 3. This Resolution shall take effect upon its adoption by the Board.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the County of Yuba Public Facilities Corporation on the 1st day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTLEMEYER
SECRETARY

President/Chief Executive Officer

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



Quint & Thimmig LLP

01/04/11
01/21/11

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of February 1, 2011

by and between the

COUNTY OF YUBA, as Lessor

and the

COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of February 1, 2011, is by and between the COUNTY OF YUBA, a political subdivision, duly organized and existing under and by virtue of the laws of the State of California (the "County"), as lessor, and the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the County proposes to lease those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the County to finance various solar energy projects throughout the geographic boundaries of the County;

WHEREAS, the Corporation proposes to lease the Property back to the County pursuant to that certain Lease Agreement, dated of February 1, 2011, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the County, to Bank of America, N.A. (the "Assignee") pursuant to that certain Assignment Agreement, dated as of February 1, 2011, by and between the Corporation and the Assignee;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The County hereby leases to the Corporation and the Corporation hereby leases from the County, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Yuba, State of California, and shall end on February 1, ____, unless such term is extended or sooner terminated as hereinafter provided. If, on February 1, ____, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid, or provision shall not have been made for their payment, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment. If, prior to February 1, ____, all Lease Payments shall be fully paid or provision made for such payment in accordance with Section 4.3(b) or 9.2 of the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The County agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental

payment of \$_____. The County and the Corporation agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the County pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the County under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. County's Interest in the Site and the Facility. The County covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the County shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the County and the Assignee.

Section 8. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the County.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the County may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the County shall have no right to terminate this Site and Facility Lease as a remedy for such default.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the County hereby releases each and every Boardmember, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Property thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments and any then unpaid interest component of the Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the County.

Section 15. Use of the Proceeds. The County and the Corporation hereby agree that the lease to the Corporation of the County's right and interest in the Property pursuant to Section 1 serves the public purposes of the County.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the County and the Corporation and their respective successors and assigns.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF YUBA

By _____
County Administrator

Attest:

Clerk of the Board

COUNTY OF YUBA PUBLIC FACILITIES
CORPORATION

By _____
President

Attest:

Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the County of Yuba, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, AND RUNNING THENCE ON THE SOUTHERLY LINE OF SAID BLOCK 6, RANGE "J", AND THE WESTERLY PROJECTION THEREOF, SOUTH 83 DEGREES 43'50" WEST, 448.07 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "K" OF SAID CITY OF MARYSVILLE; THENCE ON THE EASTERLY LINE OF SAID BLOCK 6, RANGE "K" AND THE EASTERLY LINE OF BLOCK 7, RANGE "K" OF SAID CITY OF MARYSVILLE AND THE NORTHERLY PROJECTION THEREOF, NORTH 06 DEGREES 37'34" WEST, 660.58 FEET, MORE OR LESS, TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1945 IN VOLUME 88 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 337; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 3500 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 34'22" A DISTANCE OF 401.51 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 58'00" EAST, 401.30 FEET), MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4, BLOCK 7, RANGE "J" OF SAID CITY OF MARYSVILLE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 11, 1943, IN VOLUME 73 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 439; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED RECORDED JANUARY 11, 1943, NORTH 83 DEGREES 21'01" EAST, 49.83 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, AND THENCE ON THE EASTERLY LINE OF SAID BLOCK 7, RANGE "J" AND THE EASTERLY LINE OF SAID BLOCK 6, RANGE "J" SOUTH 06 DEGREES 38'50" EAST, 715.13 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE MINERALS ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND BELOW A DEPTH OF 500 FEET OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL, GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT THERETO, WITHOUT, HOWEVER, THE RIGHT TO USE OR PENETRATE THE SURFACE OF, OR TO ENTER UPON, SAID LAND WITHIN 500-FEET OF THE SURFACE THEREOF, TO EXTRICATE OR REMOVE THE SAME, AS TO A PORTION OF THE LAND HEREIN DESCRIBED, AS RESERVED IN THAT CERTAIN DEED EXECUTED BY SOUTHERN PACIFIC COMPANY, A CORPORATION RECORDED NOVEMBER 23, 1964, IN BOOK 404 PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO MONTGOMERY WARD REALTY CORPORATION, RECORDED NOVEMBER 23, 1964, IN VOLUME 404 OFFICIAL RECORDS OF YUBA COUNTY, AT PGE 399 AND RUNNING THENCE ON THE NORTH LINE OF SAID PARCEL SOUTH 83 DEGREES 21'01" WEST 49.83 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4 OF BLOCK 7, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3500 FEET THROUGH AN ANGLE OF 00 DEGREES 36'59", AN ARC DISTANCE OF 37.65 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 78 DEGREES 57'15" WEST 37.65 FEET); THENCE FROM A TANGENT THAT

BEARS NORTH 78 DEGREES 38'46" EAST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 80 FEET THROUGH AN ANGLE OF 94 DEGREES 42'15", AN ARC DISTANCE OF 132.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 54 DEGREES 00'06" EAST 117.00 FEET) TO A POINT ON THE EASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID EASTERLY LINE NORTH 05 DEGREES 38'59" WEST, 82.37 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A RECIPROCAL AND NON-EXCLUSIVE EASEMENT AS DISCLOSED BY THAT CERTAIN DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED NOVEMBER 23, 1964, IN BOOK 404, OFFICIAL RECORDS, PAGE 400 AND RECORDED MAY 22, 1972, IN BOOK 534 PAGE 661 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 20, 1978, IN BOOK 677 PAGE 401 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED DECEMBER 31, 2002, AS DOCUMENT NO. 200217873 OFFICIAL RECORDS.

A.P.N. 010-031-014

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Yuba County Government Center, located at 915 8th Street in Marysville, California, on the Site, is an 84,000 square foot, single story facility sited on a 7.1 acre parcel located just outside downtown Marysville. It houses the County's Board of Supervisors, most of the elected officials and other core functions of County Administrator, Auditor/Controller, Treasurer/Tax Collector, Community Development, County Counsel. Planning, Public Works among others. Originally built as a Montgomery Wards store in the early 70's, it won architectural awards for its use of a converted building. The interior is entirely finished office space surrounding a large atrium and houses about 195 employees.

LEASE AGREEMENT

Dated as of February 1, 2011

by and between the

COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, as Sublessor

and the

COUNTY OF YUBA, CALIFORNIA, as Sublessee

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EXHIBIT A	DESCRIPTION OF THE SITE
EXHIBIT B	DESCRIPTION OF THE FACILITY
EXHIBIT C	SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of February 1, 2011, is by and between the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the COUNTY OF YUBA, a political subdivision, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "County");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of February 1, 2011 (the "Site and Facility Lease"), the County has leased those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the County to finance various solar energy projects throughout the geographic boundaries of the County;

WHEREAS, the Corporation proposes to lease the Property back to the County pursuant to this Lease Agreement and to assign its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the County and its rights under the Site and Facility Lease, to Bank of America, N.A. (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of February 1, 2011, by and between the Corporation and the Assignee; and

WHEREAS, the County and the Corporation have agreed to enter into this Lease providing for Lease Payments with an aggregate principal component in the amount of \$_____ for the purpose of implementing the financing transaction described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. **Definitions.** All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Assignee" means (a) initially, Bank of America, N.A., as assignee of certain rights of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned.

"Assignment" means the Assignment Agreement, dated as of February 1, 2011, between the Corporation, as assignor of its rights under the Site and Facility Lease and this Lease, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Bond Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"Closing Date" means the date of execution and delivery of this Lease by the parties hereto, being February __, 2011.

"Corporation" means County of Yuba Public Facilities Corporation, a joint powers authority duly organized and existing under the laws of the State.

"County" means the County of Yuba, California, a political subdivision organized and existing under its charter and the laws of the State.

"Custodian" means Deutsche Bank National Trust Company, as custodian under the Project Fund Agreement, or any successor thereto appointed as escrow bank thereunder in accordance with the provisions thereof.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the County as its fiscal year period.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Lease" means this Lease Agreement dated as of February 1, 2011, between the Corporation and the County.

"Lease Payments" means all payments required to be paid by the County under Section 4.4, including any prepayment thereof under Sections 9.2 or 9.3.

"Lease Payment Date" means February 1 and August 1 in each year, commencing August 1, 2011, and continuing to and including the date on which the Lease Payments are paid in full.

"Property" means, collectively, the Site and the Facility.

"Net Proceeds" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Leased Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the County may permit to remain unpaid under Article VI of this Lease; (b) this Lease and the Assignment; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Leased Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the County certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

"Project Costs" means all costs of payment of, or reimbursement for, the 2011 Project and include funded interest through February 1, 2012.

"Project Fund" means the fund by that name created and maintained by the Custodian pursuant to the Project Fund Agreement.

"Project Fund Agreement" means that certain Project Fund Agreement, dated the Closing Date, by and among the District, the Assignee and the Custodian, as originally entered into or as it may be amended or supplemented pursuant to the provisions thereof.

"Rental Period" means each period during the Term of the Lease commencing on and including February 2 in each year and extending to and including the next succeeding February 1. The first Rental Period begins on the Closing Date and ends on February 1, 2012.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of February 1, 2011, by and between the County, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term of this Lease" or *"Term"* means the time during which this Lease is in effect, as provided in Section 4.2.

"2011 Project" includes, but is not limited to, the various solar energy projects to be financed by the County with the proceeds of this Lease.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the County. The County makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence*. The County is a political subdivision, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the County has duly authorized the execution and delivery by the County of the Site and Facility Lease and this Lease.

(b) *Due Execution*. The representative of the County executing the Site and Facility Lease and this Lease has been fully authorized to execute the same by a resolution duly adopted by the Board of Supervisors of the County.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease have been duly authorized, executed and delivered by the County and constitute the legal, valid and binding agreements of the County enforceable against the County in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease or the financial condition, assets, properties or operations of the County.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the County or of the voters of the County, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the County after reasonable investigation, threatened against or affecting the County or the assets, properties or operations of the County which, if determined adversely to the County or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease or upon the financial condition, assets, properties or operations of the County, and the County is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might

have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, or the financial condition, assets, properties or operations of the County.

(g) *Sufficient Funds.* The County reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease.

(h) *No Defaults.* The County has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title.* The County is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the County's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Leased Property.* During the term of this Lease, the Leased Property will be used by the County only for the purpose of performing one or more governmental or proprietary functions of the County consistent with the permissible scope of the County's authority.

(k) *Change in Financial Condition.* The County has experienced no material change in its financial condition since June 30, 2010.

(l) *Hazardous Substances.* The Leased Property is free of all Hazardous Substances, and the County is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk.* The Leased Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(n) *Value of Leased Property.* The insured value of the Leased Property (real property replacement cost) is not less than \$_____.

(o) *Essential to County Operations.* The Leased Property is essential to the County's efficient and economic operations and the lease thereof for use by the County is in the best interest of the County.

Section 2.2. Covenants, Representations and Warranties of the Corporation. The Corporation makes the following covenants, representations and warranties to the County as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence.* The Corporation is a joint powers authority duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease and the Assignment and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery by the Corporation of the Site and Facility Lease, this Lease and the Assignment.

(b) *Due Execution.* The representative of the Corporation executing the Site and Facility Lease, this Lease and the Assignment is fully authorized to execute the same under official action taken by the Board of Directors of the Corporation.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease, this Lease and the Assignment have been duly authorized, executed and delivered by the Corporation and

constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease and the Assignment, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease and the Assignment or the financial condition, assets, properties or operations of the Corporation.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease or the Assignment, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease or the Assignment, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease or the Assignment or the financial condition, assets, properties or operations of the Corporation.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, the Assignee shall cause the amount of \$_____ to be deposited with the Custodian to be held and administered under the Project Fund Agreement. Such amount shall be derived from amounts paid by the Assignee under the Assignment Agreement. In addition, a portion of the amounts paid by the Assignee under the Assignment shall be applied by the Assignee to pay financing costs of the transaction in the amount of \$_____.

Section 3.2. Payment of Project Costs. Payment of Project Costs shall be made from the moneys deposited in the Project Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Project Fund Agreement.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Leased Property by Corporation Back to County.

(a) The Corporation hereby subleases the Leased Property to the County, and the County hereby subleases the Leased Property from the Corporation, upon the terms and conditions set forth in this Lease.

(b) The leasing of the Leased Property by the County to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the County's subleasehold estate pursuant to this Lease and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease commences on the date of recordation of this Lease and ends on February 1, ____, or the date on which all of the Lease Payments have been paid in full. If on February 1, ____, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the County shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the County, then the term of this Lease shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Leased Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the County agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit B attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit B. The Lease Payments payable in any Rental Period with respect to the Leased Property shall be for the use of the Leased Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of 3.41% per annum, on the basis of a 360-day year of twelve 30-day months.

(b) *Effect of Prepayment.* If the County prepays all Lease Payments in full under Sections 9.2 or 9.3, the County's obligations under this Section will thereupon cease and terminate. If the County prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(c) *Rate on Overdue Payments.* If the County fails to make any of the payments required in this Section 4.4, the payment in default will continue as an obligation of the County until the amount in default has been fully paid, and the County agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 12% per annum or any lesser maximum legal rate.

(d) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and will be paid by the County in each Rental Period for and in consideration of the right of the use and

occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments are not in excess of the fair rental value of the Leased Property. In making this determination, consideration has been given to the estimated fair market value of the Leased Property, the estimated replacement cost of the Leased Property, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the County and the general public.

(e) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the County, subject to the provisions of Sections 6.1, 6.3 and 9.1. The County covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the County herein contained constitute duties imposed by law and it is the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the County.

(f) *Allocation of Rental Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) *No Offsets.* Notwithstanding any dispute between the Corporation, or Assignee as the Corporation's assignee, and the County, the County shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(h) *Assignment.* The County understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment recorded concurrently herewith, and the County hereby assents to such assignment. The Corporation hereby directs the County, and the County hereby agrees, to pay to the Assignee all payments payable by the County under this Section 4.3 and all amounts payable by the County under Article IX. Lease Payments shall be paid to the Assignee as follows:

Bank Name:	Bank of America
ABA/Routing #	0260-0959-3
Bank Address:	100 North Tryon Street Charlotte, NC
Beneficiary Name:	Bank of America, N.A.
Account #	[12339-03984]
Beneficiary Address:	2059 Northlake Pkwy Atlanta, GA

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease, the Corporation will provide the County with quiet use and enjoyment of the Leased Property and the County will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease. The Corporation will, at the request of the County and at the County's cost, join in any legal action in which the County asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation has the right to inspect the Leased Property as provided in Section 7.2.

Section 4.5. Title. At all times during the Term of this Lease, the County shall hold title to the Leased Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the County. Upon the payment in full of all Lease Payments allocable to the Leased Property, or upon the deposit by the County of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the County. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate any such transfer of title.

Section 4.6. Release of Excess Leased Property. The County may any time and from time to time, release any portion the Leased Property (the "Released Leased Property") from the Lease, with the prior written consent of the Assignee, at the Assignee's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The County shall certify to the Corporation and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Leased Property to be remaining following release of the Released Leased Property;

(b) The County shall file with the Corporation and the Assignee, and cause to be recorded in the office of the Yuba County Recorder, an amendment to this Lease which deletes the Released Leased Property from the description of the Leased Property;

(c) The County shall file with the Corporation and the Assignee a written certificate of the County stating the County's determination that the estimated value of the real property which will remain leased under this Lease following such release is at least equal to the original principal components of the Lease Payments;

(d) The County shall file with the Corporation and the Assignee a written certificate of the County stating the County's determination that the estimate fair rental value, for each remaining Rental Period and in the aggregate, of the Leased Property remaining after release of the Released Leased Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The County shall file with the Corporation and the Assignee such other information, documents and instruments as the Corporation or the Assignee shall reasonably request, including (if requested) an independent appraisal or evidence of the insurable value of the Leased Property to be remaining following release of the Released Leased Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Leased Property. The County is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the County shall execute, deliver and cause to be recorded all documents required to discharge this Lease of record against the Released Leased Property.

Section 4.7. Substitution of Leased Property. (a) In the event of damage or destruction of the Leased Property due to earthquake or other uninsured casualty for which rental

interruption insurance is not available, the County shall substitute under the Site and Facility Lease and this Lease one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the County is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the County shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

(c) In the event the County is unable to implement the actions described in subsections (a) and (b) above, the County and the Corporation hereby agree that the obligations evidenced by this Lease shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease and there shall be no payments in any Rental Period on the obligations evidenced or secured thereby until all of the scheduled Lease Payments set forth on Exhibit B hereto for such Rental Period have been paid in full.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the County, and the County will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the County or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The County waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the County under the terms of this Lease.

The County will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the County affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the County that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the County will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

Section 5.2. Modification of Leased Property. The County has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The County shall maintain or cause to be maintained throughout the Term of this Lease a standard comprehensive general insurance policy or policies in protection of the County, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies must provide coverage of at least \$1,000,000 and may be subject to such deductibles as the County deems adequate and prudent. Such insurance may be maintained as

part of or in conjunction with any other insurance coverage carried by the County (including, with Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to all buildings situated on the Leased Property and owned by the County, in an amount at least equal to the replacement value of the insured buildings, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including, with the Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Leased Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County, and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the County. The County will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the County shall carry worker's compensation insurance covering all employees on, in, near or about the Leased Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the County shall, at its expense, (a) cause this Lease, the Site and Facility Lease and the Assignment, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the County Recorder with respect to the Leased Property, and (b) obtain a CLTA title insurance policy insuring the Assignee's interests in the leasehold estate established hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The County will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that

the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the County and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Assignee shall be added as an additional insured for coverage up to \$1,000,000. Prior to the Closing Date, the County will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the County will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the County shall notify the Assignee of such fact.

Section 5.9. Installation of County's Personal Leased Property. The County may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the County, in which the Corporation has no interest, and may be modified or removed by the County at any time. The County must repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the County from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Leased Property.

Section 5.10. Liens. The County will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the County certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Leased Property hereunder and for which the Assignee approves in writing, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the County will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The County will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the County fails to perform any of its obligations under this Article V, the Assignee or the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the County shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.4(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The County will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) *Notification of Assignee.* The County will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations

of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the County will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The County will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. County Consent to Assignments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The County hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The County agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Leased Property and in this Lease.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Leased Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Leased Property shall be taken permanently, or if all of the Leased Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the County and the Corporation and communicated to the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Leased Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Leased Property collected by the County in the event of any such damage or destruction shall be deposited by the County promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the County shall determine and notify the Corporation and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the County and the Net Proceeds, together with other moneys available therefore, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property and the fair rental value of the Leased Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid Lease Payments.

(iii) In the event the County's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Leased Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property; *provided further, however*, that in the event of damage or destruction of the Leased Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Leased Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, evidenced by a certificate signed by a County Representative.

(iv) In the event the County's determination is as set forth in clause (B) of subparagraph (ii) above, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the County, and until the Leased Property has been restored to its prior condition, the County shall not place any lien or encumbrance on the Leased Property that is senior to this Lease without the prior written consent of the Assignee.

(b) *From Eminent Domain Award.* If all or any part of the Leased Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the County in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the County has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations with respect to the Leased Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Leased Property, the County shall so certify to the Corporation and the Assignee, and the County shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the County has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations with respect to the Leased Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Leased Property, the County shall so certify to the Corporation and the Assignee, and the County shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Leased Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the County has given written notice to the Corporation and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations with respect to the Leased Property under the Lease Agreement or (B) all of the Leased Property shall have been taken in such eminent domain proceedings, then the County shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the County may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Corporation and the Assignee. Any such determination by the County shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the County in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the County of the Leased Property or any portion thereof to the extent to be agreed upon by the County, the Corporation and the Assignee. The parties agree that the amounts of the Lease Payments under such

circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit B, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Leased Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a County Representative to the Corporation and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the County waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE COUNTY

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE COUNTY ACKNOWLEDGES THAT THE COUNTY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE COUNTY. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the County.

Section 7.2. Access to the Leased Property; Grant and Conveyance of Right of Entry. The County agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the County, to enter upon and to examine and inspect the Leased Property or any part thereof. The County further agrees that the Corporation, and the Corporation's successors or assigns shall have such rights of access to the Leased Property or any component thereof, following at least 48 hours written notice provided to the County, as may be reasonably necessary to cause the proper maintenance of the Leased Property if the County fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

The County further grants, conveys and confirms to the Corporation, for the use, benefit and enjoyment of the Corporation, its successors in interest to the Leased Property and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Leased Property, a right of entry which shall be irrevocable for the term of this Lease over, across and under the property of the County adjacent to the Leased Property to and from the Leased Property for the purpose of: (a) ingress, egress, passage or access to and from the Leased Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Leased Property.

Section 7.3. Release and Indemnification Covenants. The County hereby indemnifies the Corporation, the Assignee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the County, (b) any breach or default on the part of the County in the performance of any of its obligations under this Lease, (c) any negligence or willful misconduct of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, (d) any intentional misconduct or negligence of any sublessee of the County with respect to the Leased Property, (e) the acquisition, construction, improvement and equipping of the Leased Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Leased Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the term of this Lease

for any reason. The County and the Corporation each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Corporation. The Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the County hereunder, have been assigned to the Assignee. The County hereby consents to such assignment. Whenever in this Lease any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

The Corporation and the Assignee may make additional assignments of their interests herein, but no such assignment will be effective as against the County unless and until the Corporation or the Assignee has filed with the County written notice thereof. The County shall pay all Lease Payments hereunder under the written direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the County. During the Term of this Lease, the County will keep a complete and accurate record of all such notices of assignment.

Section 7.5. Assignment and Subleasing by the County. This Lease may not be assigned, mortgaged, pledged or transferred by the County. The County may sublease the Leased Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease and the obligation of the County to make Lease Payments hereunder shall remain obligations of the County, and any sublease shall be subject and subordinate to this Lease.

(b) The County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the County may cause the Leased Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The County shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the value of the Leased Property.

Section 7.6. Amendment of Lease Agreement. This Lease may be amended with the prior written consent of the Corporation and the Assignee (at the Assignee's sole discretion) provided such amendment does not, in the Assignee's sole judgment, adversely affect the Assignee. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the County at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

Section 7.7. Tax Covenants.

(a) *Generally.* The County will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes.

(b) *Private Activity Bond Limitation.* The County will ensure that the proceeds of the Lease Payments are not so used as to cause the County's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The County will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The County will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The County will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

Section 7.8. Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each fiscal year of the County during the term hereof, the County will provide the Corporation and the Assignee with a copy of its audited financial statements for such fiscal year. Such audited financial statements shall include the County's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standard's Board pronouncements and applicable State law. At Assignee's request, the County will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the County to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Corporation or the Assignee. However, if in the reasonable opinion of the County the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the County within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the County of a voluntary petition in bankruptcy, or failure by the County promptly to lift any execution, garnishment or attachment, or adjudication of the County as a bankrupt, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) Any representation or certification by the County in connection with the transactions contemplated hereby shall be false or misleading.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the County is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination*. If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the County agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the

Corporation. The County hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the County to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in Yuba County for the account of and at the expense of the County, and the County hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The County agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the County the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The County agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph, and the County further waives the right to any rental obtained by the Corporation in excess of the Lease Payments and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-leasing the Leased Property.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Lease at its option and in the manner hereinafter provided due to a default by the County (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the County nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the County shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the County of the election on the part of the Corporation to terminate this Lease. The County covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it

in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the County hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease, the County may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash which is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit B, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant addressed to the Assignee, together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the County instructs at the time of said deposit. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease shall continue, (ii) all obligations of the County under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the County to make, or cause to be made all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the County, and (B) the release and indemnification obligations of the County under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.6, title to the Leased Property will vest in the County on the date of said deposit automatically and without further action by the County or the Corporation. The County hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. Upon completion of the 2011 Project, the County shall apply any moneys remaining on deposit in the Project Fund to the prepayment of the unpaid principal components of the Lease Payments by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, together with the interest required to be paid on such Lease Payment Date, without premium. Otherwise, the County may not prepay the unpaid principal components of the Lease Payments prior to _____. The County may prepay the unpaid principal components of the Lease Payments in whole only, on any Lease Payment Date on or after _____, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, together with the interest required to be paid on such Lease Payment Date, without premium. The County shall give the Corporation notice of its intention to exercise its option not less than 30 days in advance of the date of exercise.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The County shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Leased Property to be used for such purpose under Section 6.2. The County and the Corporation hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the County's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the County and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Corporation:

County of Yuba Public Facilities Corporation
c/o Yuba County
915 8th Street
Marysville, CA 95901
Attention: County Administrator
Phone: (530) 749-7575
Fax: (530) 749-7312

If to the County:

Yuba County Treasurer-Tax Collector
915 8th Street
Marysville, CA 95901
Attention: County Administrator
Phone: (530) 749-7575
Fax: (530) 749-7312

If to the Assignee:

Bank of America, N.A.
c/o Energy & Power Finance
Banc of America Public Capital Corp
1234 Saint Michael's Drive
Santa Fe, NM 87505
Fax: (704) 264-2456

Section 10.2. Binding Effect. This Lease inures to the benefit of and is binding upon the Corporation, the County and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease is a "net-net-net lease" and the County hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Corporation and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

Section 10.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

IN WITNESS WHEREOF, the Corporation and the County have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

COUNTY OF YUBA PUBLIC FACILITIES
CORPORATION

By _____
President

Attest:

Secretary

COUNTY OF YUBA

By _____
County Administrator

Attest:

Clerk of the Board

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the County of Yuba, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, AND RUNNING THENCE ON THE SOUTHERLY LINE OF SAID BLOCK 6, RANGE "J", AND THE WESTERLY PROJECTION THEREOF, SOUTH 83 DEGREES 43'50" WEST, 448.07 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK 6, RANGE "K" OF SAID CITY OF MARYSVILLE; THENCE ON THE EASTERLY LINE OF SAID BLOCK 6, RANGE "K" AND THE EASTERLY LINE OF BLOCK 7, RANGE "K" OF SAID CITY OF MARYSVILLE AND THE NORTHERLY PROJECTION THEREOF, NORTH 06 DEGREES 37'34" WEST, 660.58 FEET, MORE OR LESS, TO A POINT ON A CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1945 IN VOLUME 88 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 337; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 3500 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 34'22" A DISTANCE OF 401.51 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 58'00" EAST, 401.30 FEET), MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4, BLOCK 7, RANGE "J" OF SAID CITY OF MARYSVILLE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 11, 1943, IN VOLUME 73 OFFICIAL RECORDS OF YUBA COUNTY, AT PAGE 439; THENCE ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED RECORDED JANUARY 11, 1943, NORTH 83 DEGREES 21'01" EAST, 49.83 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, AND THENCE ON THE EASTERLY LINE OF SAID BLOCK 7, RANGE "J" AND THE EASTERLY LINE OF SAID BLOCK 6, RANGE "J" SOUTH 06 DEGREES 38'50" EAST, 715.13 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE MINERALS ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND BELOW A DEPTH OF 500 FEET OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL, GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT THERETO, WITHOUT, HOWEVER, THE RIGHT TO USE OR PENETRATE THE SURFACE OF, OR TO ENTER UPON, SAID LAND WITHIN 500-FEET OF THE SURFACE THEREOF, TO EXTRICATE OR REMOVE THE SAME, AS TO A PORTION OF THE LAND HEREIN DESCRIBED, AS RESERVED IN THAT CERTAIN DEED EXECUTED BY SOUTHERN PACIFIC COMPANY, A CORPORATION RECORDED NOVEMBER 23, 1964, IN BOOK 404 PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO MONTGOMERY WARD REALTY CORPORATION, RECORDED NOVEMBER 23, 1964, IN VOLUME 404 OFFICIAL RECORDS OF YUBA COUNTY, AT PGE 399 AND RUNNING THENCE ON THE NORTH LINE OF SAID PARCEL SOUTH 83 DEGREES 21'01" WEST 49.83 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF LOT 4 OF BLOCK 7, RANGE "J", AS SHOWN UPON THE OFFICIAL MAP OF THE CITY OF MARYSVILLE, APPROVED MARCH 22, 1856, AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3500 FEET THROUGH AN ANGLE OF 00 DEGREES 36'59", AN ARC DISTANCE OF 37.65 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 78 DEGREES 57'15" WEST 37.65 FEET); THENCE FROM A TANGENT THAT

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PARCEL TWO:

A RECIPROCAL AND NON-EXCLUSIVE EASEMENT AS DISCLOSED BY THAT CERTAIN DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED NOVEMBER 23, 1964, IN BOOK 404, OFFICIAL RECORDS, PAGE 400 AND RECORDED MAY 22, 1972, IN BOOK 534 PAGE 661 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 20, 1978, IN BOOK 677 PAGE 401 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED DECEMBER 31, 2002, AS DOCUMENT NO. 200217873 OFFICIAL RECORDS.

A.P.N. 010-031-014

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Yuba County Government Center, located at 915 8th Street in Marysville, California, on the Site, is an 84,000 square foot, single story facility sited on a 7.1 acre parcel located just outside downtown Marysville. It houses the County's Board of Supervisors, most of the elected officials and other core functions of County Administrator, Auditor/Controller, Treasurer/Tax Collector, Community Development, County Counsel. Planning, Public Works among others. Originally built as a Montgomery Wards store in the early 70's, it won architectural awards for its use of a converted building. The interior is entirely finished office space surrounding a large atrium and houses about 195 employees.

EXHIBIT C
SCHEDULE OF LEASE PAYMENTS

<u>Lease Payment Date</u>	<u>Principal Component</u>	<u>Interest Component (1)</u>	<u>Total Lease Payment</u>
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(1) Applicable interest rate is ____% per annum. The payments due on August 1, 2011, and February 1, 2012, will be paid from amounts deposited in the Project Fund.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

For Value Received, the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION (the "Corporation") without recourse does hereby sell, assign and transfer to BANK OF AMERICA, N.A. (the "Assignee"), and its successors and assigns, (i) all of its rights, title and interest in and to the Lease Agreement, dated as of February 1, 2011, a Memorandum of which has been recorded concurrently herewith, by and between the Corporation, as sublessor, and the County of Yuba, California (the "County"), as sublessee (said Lease Agreement and any supplements, amendments, annexations, extensions or renewals thereof is referred to hereinafter as the "Lease Agreement"), (ii) all of its rights, title and interest in and to the Site and Facility Lease, dated as of February 1, 2011, which has been recorded concurrently herewith, by and between the County, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease Agreement. The Site and Facility Lease and the Lease Agreement delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Corporation and the County respecting the leases made thereunder and the lease payments made therefor.

The Corporation represents and warrants as follows:

- (1) it has made no prior sale or assignment of any interest covered hereby;
- (2) that the Lease Agreement and Site and Facility Lease are genuine and in all respects is what they purport to be; and
- (3) that Assignee is not liable for and does not assume responsibility for the performance of any of the covenants, agreements or obligations specified in the Lease Agreement to be kept, paid or performed by Corporation, with exception of such covenants, agreements and obligations which are expressly made the responsibility of Assignee under the Lease Agreement.

The Corporation further represents and warrants that as of the date of this Assignment, the Lease Agreement and Site and Facility Lease are in full force and effect and the County is not in default of any of the terms set forth therein.

By its acceptance of this Assignment, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Lease Agreement is \$_____; (ii) that it reasonably expects to hold the Lease Agreement for its own account and does not expect to sell, assign, or otherwise transfer the Lease Agreement; and (iii) that it will treat the Lease Agreement as an investment for federal income tax purposes.

This Assignment shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Any provision of this Assignment found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment.

This Assignment binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Corporation and the Assignee arising under this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment.

The Property which is the subject of the Lease Agreement is set forth in Appendix A attached hereto and by this reference incorporated herein.

This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of February 1, 2011

COUNTY OF YUBA PUBLIC FACILITIES
CORPORATION

By _____
County Administrator

ACCEPTANCE OF ASSIGNMENT:

BANK OF AMERICA, N.A., as Assignee

By _____
Title _____

APPENDIX A
DESCRIPTION OF THE PROPERTY

Description of the Site

All that certain real property situated in the County of Yuba, State of California, described as follows:

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A RECIPROCAL AND NON-EXCLUSIVE EASEMENT AS DISCLOSED BY THAT CERTAIN DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED NOVEMBER 23, 1964, IN BOOK 404, OFFICIAL RECORDS, PAGE 400 AND RECORDED MAY 22, 1972, IN BOOK 534 PAGE 661 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 1 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 20, 1978, IN BOOK 677 PAGE 401 AND AMENDED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDMENT NO. 2 TO RECIPROCAL EASEMENT AGREEMENT" RECORDED DECEMBER 31, 2002, AS DOCUMENT NO. 200217873 OFFICIAL RECORDS.

A.P.N. 010-031-014

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PROJECT FUND AGREEMENT

by and among

BANK OF AMERICA, N.A.,

COUNTY OF YUBA

and

DEUTSCHE BANK NATIONAL TRUST COMPANY

Dated as of February 1, 2011

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT (this "Agreement"), dated as of February 1, 2011, is by and among BANK OF AMERICA, N.A. (the "Purchaser"), a corporation organized and existing under the law of the State of _____, the COUNTY OF YUBA (the "County"), a county and political subdivision of the State of California organized and existing under the law of the State of California, and DEUTSCHE BANK NATIONAL TRUST COMPANY (the "Custodian"), a national trust company organized and existing under the law of the United States of America.

WITNESSETH:

WHEREAS, the County and the County of Yuba Public Facilities Corporation (the "Corporation"), have entered into that certain Site and Facility Lease, dated as of February 1, 2011 (the "Site and Facility Lease"), pursuant to which the County has leased to the Corporation certain real property and the improvements thereon (the "Property");

WHEREAS, pursuant to that certain Lease Agreement, dated as of February 1, 2011 (the "Lease Agreement"), by and between the County and the Corporation, the Corporation has leased the Property back to the County;

WHEREAS, pursuant to the Assignment Agreement, dated as of February 1, 2011 (the "Assignment Agreement"), the Corporation has sold, transferred, delivered, assigned and conveyed to the Purchaser all right, title and interest of the Corporation in and to the Site and Facility Lease and the Lease Agreement; and

WHEREAS, the Assignment Agreement provides that the amount to be paid by the Purchaser pursuant thereto be paid to the Custodian and deposited into an escrow under terms satisfactory to the Purchaser for the purpose of funding the payment to be made by the Corporation pursuant to the Lease Agreement and providing a mechanism for the application of such amounts to the payment of the costs of various solar energy projects to be accomplished by the County (the "Project");

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Creation of and Application of the Project Fund.

(a) There is hereby created a special trust fund to be known as the "Yuba County 2011 Project Fund" (the "Project Fund") to be held in trust by the Custodian for the purposes stated herein, for the benefit of the County, to be held, disbursed and returned in accordance with the terms hereof.

(b) Amounts in the Project Fund shall be disbursed by the Custodian in as provided in Sections 3, 4, 5 and 6 hereof.

(c) The Custodian shall invest and reinvest moneys on deposit in the Project Fund in Qualified Investments in accordance with written instructions received from the County. The County shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, neither the Custodian nor the Purchaser shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the

investment or reinvestment of all or any portion of the moneys on deposit in the Project Fund, and the County agrees to and does hereby release the Custodian and the Purchaser from any such liability, cost, expenses, loss or claim. Interest on the Project Fund shall become part of the Project Fund, and gains and losses on the investment of the moneys on deposit in the Project Fund shall be borne by the Project Fund. For purposes of this Agreement, "Qualified Investments" has the meaning ascribed thereto in Exhibit B hereto. In the absence of written instructions from the County, the Custodian is hereby authorized and directed to invest and re-invest all funds on deposit in the Project Fund in paragraph (6) of the definition of Qualified Investments.

Section 2. Deposit to Project Fund. In accordance with the Assignment Agreement, the Purchaser shall, on the date of commencement of the term of the Lease Agreement, cause to be deposited in the Project Fund the amount of \$_____.

Section 3. Construction of the 2011 Project; Payments from Project Fund.

(a) The County shall arrange for, supervise and provide for, or cause to be supervised and provided for, the construction of the 2011 Project with moneys available in the Project Fund. The County shall obtain all necessary permits and approvals, if any, for the acquisition, construction or installation of the 2011 Project, and the operation and maintenance thereof. The Purchaser shall have no liability under any contract for the acquisition, construction or installation of the 2011 Project or any part thereof.

(b) Disbursements from the Project Fund shall be made for the purpose of paying the cost of acquiring, constructing and installing the 2011 Project (including the reimbursement to the County for advances from its own funds to make such payments) and for paying costs incidental to the financing thereof.

(c) Amounts shall be disbursed from the Project Fund from time to time upon delivery by the County to the Custodian of a properly completed and executed Disbursement Request in the form attached hereto as Exhibit A, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due.

Section 4. Payment of Interest from the Project Fund. A portion of amounts deposited in the Project Fund are to be used to pay the interest components of the lease payments due under the Lease Agreement on August 1, 2011, and February 1, 2012. The Custodian is hereby directed to transfer to the Purchaser, the following amounts on the following dates:

<u>Date</u>	<u>Amount</u>
August 1, 2011	
February 1, 2012	

Section 4. Application upon Payment Default. Upon receipt by the Custodian of (a) a written certification from the Purchaser that the County has failed to pay all or a portion of a Lease Payment or Additional Payment as and when required to be paid pursuant to the Lease Agreement, which written certification shall specify the amount that the County has so failed to pay, and (b) a written direction from the Purchaser to transfer such amount from the Project Fund to the Purchaser in payment of such Lease Payment or Additional Payment, or portion thereof, the Custodian shall, within three business days of the receipt of such written certification and written direction, so transfer from the Project Fund such amount (or such lesser amount as is on deposit therein) to the Purchaser. The Purchaser and the County agree that any amount so transferred by the Custodian to the Purchaser shall be applied to such unpaid Lease Payment or Additional Payment, or portion thereof, and, to the extent so transferred shall discharge the County's liability with respect thereto.

Section 5. Excess Proceeds. On _____, the Custodian shall transfer any amount remaining in the Project Fund to the Purchaser and, upon such transfer, such amount shall constitute a prepayment of the principal components of the Lease Payments and shall be allocated to such principal components in the inverse order in which they are due.

Section 6. Security Interest. The Custodian and the County acknowledge and agree that the Project Fund and all proceeds thereof are being held by the Custodian for disbursement as set forth herein. The County hereby grants to the Purchaser a first priority perfected security interest in the Project Fund, and all proceeds thereof, and all investments made with any amounts in the Project Fund. If the Project Fund, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of the Custodian and the Custodian hereby agrees to hold such investments as bailee for the Purchaser so that the Purchaser is deemed to have possession of such investments for the purpose of perfecting its security interest.

Section 7. Control of Project Fund. In order to perfect the Purchaser's security interest by means of control in (a) the Project Fund established hereunder, (b) all securities entitlements, investment property and other financial assets now or hereafter credited to the Project Fund, (c) all of the County's rights in respect of the Project Fund, such securities entitlements, investment property and other financial assets, and (d) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Purchaser, the County and the Custodian further agree as follows:

(i) All terms used in this section which are defined in the Commercial Code of the State of California (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(ii) The Custodian shall comply with all entitlement orders originated by the Purchaser with respect to the Collateral, or any portion of the Collateral, without further consent by the County.

(iii) The Custodian hereby represents and warrants (A) that the records of the Custodian show that the County is the sole owner of the Collateral, (B) that the Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Purchaser's claim pursuant to this Agreement, and (C) that the Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Custodian is obligated to accept from the Purchaser under this Agreement and entitlement orders that the Custodian, subject to the provisions of paragraph (v) below, is obligated to accept from the County.

(iv) Without the prior written consent of the Purchaser, the Custodian will not enter into any agreement by which the Custodian agrees to comply with any entitlement order of any person other than the Purchaser or the County, with respect to any portion or all of the Collateral. The Custodian shall promptly notify the Purchaser if any person requests the Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(v) The Custodian hereby agrees to comply with any and all written instructions delivered by the Purchaser to the Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by the Purchaser, the amount of any obligations of the County to the

Purchaser, the validity of any of the Purchaser's claims against or agreements with the County, the existence of any defaults under such agreements, or any other matter.

(vi) The County hereby irrevocably authorizes the Custodian to comply with all instructions and entitlement orders delivered by the Purchaser to the Custodian.

(vii) The Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(viii) The Custodian and the County hereby agree that any property held in the Project Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Custodian may be a party.

(ix) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Purchaser at its address set forth in Section 9 hereof, concurrently with the sending thereof to the County, duplicate copies of any and all monthly Project Fund statements or reports issued or sent to the County with respect to the Project Fund.

Section 8. The Custodian.

(a) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.

(b) Unless the Custodian is guilty of negligence or willful misconduct with regard to its duties hereunder, the County, to the extent permitted by law, agrees to and does hereby release and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this Agreement.

(c) If the County and the Purchaser shall be in disagreement about the interpretation of the Lease Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be reimbursed by the County for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease Agreement until a final judgment in such action is received.

(d) The Custodian may consult with counsel of its own choice and, so long as the Custodian is acting in good faith, shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, made by it in good faith unless caused by its negligence or willful misconduct.

(e) The County shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys and employees incurred for extra-ordinary administration of the Project Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Lease Agreement, or in connection with any dispute between the County and the Purchaser concerning the Project Fund.

Section 9. Miscellaneous.

(a) Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Lease Agreement.

(b) This Agreement may not be amended except in writing signed by all parties hereto.

(c) Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Purchaser: Bank of America, N.A.
c/o Energy & Power Finance
Banc of America Public Capital Corp
1234 Saint Michael's Drive
Santa Fe, NM 87505
Fax: (704) 264-2456

If to the County: County of Yuba
915 8th Street
Marysville, California 95901
Attention: County Administrator,
Fax: (530) 749-7312

If to the Custodian: Deutsche Bank National Trust Company
101 California Street, 47th Floor
San Francisco, CA 94111
Attention: Mr. Raafat Albert Sarkis
Fax: (415) 617-4280

(d) All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(e) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement. It is also agreed that each party hereto may execute a separate counterpart of this Agreement, all with the same force and effect as though all had executed the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Purchaser

By _____
Title _____

COUNTY OF YUBA

By _____
County Administrator

Attest:

Clerk of the Board of Supervisors

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Custodian

By _____
Title _____

EXHIBIT A
FORM OF DISBURSEMENT REQUEST

Re: Project Fund Agreement

In accordance with the terms of the Project Fund Agreement, dated as of February 1, 2011 (the "Agreement"), by and among Bank of America, N.A. (the "Purchaser"), the County of Yuba (the "County") and Deutsche Bank National Trust Company (the "Custodian"), the County hereby requests the Custodian pay the following persons the following amounts from the Project Fund created under the Agreement (the "Project Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
--------------------------	----------------	---------------	---------

The County hereby certifies as follows:

(b) An obligation in the stated amount has been incurred by the County, and the same is a proper charge against the Project Fund for costs relating to the 2011 Project, and has not been paid. Attached hereto is the original invoice with respect to such obligation.

(b) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease Agreement, dated as of February 1, 2011 (the "Lease Agreement"), by and between the County of Yuba Public Facilities Corporation and the County, has occurred and is continuing at the date hereof.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Lease Agreement.

Dated:

COUNTY OF YUBA

By _____
Authorized Representative

EXHIBIT B

DEFINITION OF QUALIFIED INVESTMENTS

“Qualified Investments” means any of the following obligations:

(1) Direct obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America;

(2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Obligations of Federal Farm Credit Banks (FFCB)

(4) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of “P-1” by Moody's and “A-1” or “A-1+” by S&P and maturing not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(5) Commercial paper which is rated at the time of purchase, “P-1” by Moody's and “A-1” or better by S&P and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(6) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P;

(7) Municipal obligations rated at the time of purchase “Aaa/AAA” or general obligations of states with a rating at the time of purchase of at least “A2/A” or higher by both Moody's and S&P;

(8) Investments in the State of California's Local Agency Investment Fund (LAIF);

(9) Investment agreements with, or guaranteed by, a domestic or foreign bank, financial institution or corporation or other entity (other than a life or property casualty insurance company) the long-term debt of which is rated at the time of execution at least “AA” by S&P and “Aa” by Moody's; and

(10) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in securities and obligations authorized in subdivisions (a) to (o) of Government Code Section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(A) the adviser is registered or exempt from registration with the Securities and Exchange Commission;

(B) the adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o) of Government Code Section 53601; and

(C) the adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

LETTER AGREEMENT FOR PURCHASE

February __, 2011

County of Yuba
915 8th Street
Marysville, CA 95901
Attention: County Administrator

Re: \$_____ Lease Agreement, dated as of February 1, 2011, by and between the County of Yuba Public Facilities Corporation and the County of Yuba, California, assigned to Bank of America, N.A.

Ladies and Gentlemen:

The undersigned, Bank of America, N.A. (the "the Purchaser"), offers, upon the following terms, to acquire (i) the rights of the County of Yuba Public Facilities Corporation (the "Corporation") to the Lease Payments to be made by the County of Yuba, California (the "County") under the Lease Agreement dated as of February 1, 2011 (the "Lease Agreement"), by and between the County and the Corporation, by entering into an Assignment Agreement, dated as of February 1, 2011 (the "Assignment Agreement"), with the Corporation, and (ii) the rights of the Corporation under the Site and Facility Lease, dated as of February 1, 2011 (the "Site and Facility Lease"), by and between the County and the Corporation. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of County's Obligations.* The County agrees to execute and deliver the Site and Facility Lease and the Lease Agreement, and the Purchaser agrees to purchase the County's obligations under the Lease Agreement at a purchase price of \$_____. The Lease Payments under the Lease Agreement and the interest rate applicable thereto shall be as shown in Exhibit A hereto.

2. *Use of Funds.* The purchase price paid by the Purchaser shall be used by the County to (i) finance various solar energy projects throughout the geographic boundaries of the County (the "2011 Project"), and (ii) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement and documents related to the financing of the 2011 Project.

3. *Disposition of Proceeds.* Upon the Closing Date, as defined below, purchase price paid by the Purchaser shall be transferred as follows:

(a) the Purchaser shall retain the amount of \$_____ to be applied to its fees and costs and other costs of the lease transaction and to pay the California Debt and Investment Advisory Commission fee of \$_____.

(b) the Purchaser shall transfer, via wire transfer, to Deutsche Bank National Trust Company, as custodian (the "Custodian"), the amount of \$_____ to be held, invested and applied in accordance with that certain Project Fund Agreement, by and among the County, the Purchaser and the Custodian, with respect to the 2011 Project. Wire instructions are attached.

(c) the Purchaser shall transfer, via wire transfer, the following amounts to the following entities, in respect of the payment of the costs of the financing transaction:

(i) to Capitol Public Finance Group, LLC, \$_____ (invoice with wire information is attached);

(ii) to Quint & Thimmig LLP, \$_____ (invoice with wire information is attached); and

(iii) to Stewart Title Guaranty Company, \$_____ (invoice with wire information is attached).

4. *Closing.* At 8:00 a.m. California Time, on February __, 2011, or at such other time or on such earlier or later date as the Purchaser and the County mutually agree upon (the "Closing Date"), the County will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the County and the Corporation, and the Assignment Agreement executed by the Corporation and the Purchaser, and the Purchaser will pay the purchase price for the County's obligations as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the County.* The County represents and warrants to the Purchaser that all representations and warranties of the County set forth in the Lease Agreement are true and correct on the date hereof and are made for the benefit of the Purchaser as if set forth herein.

6. *Conditions Precedent to the Closing.* Other conditions precedent to the Closing are:

(a) The delivery by the County of a certified copy of (i) the resolution of the Board of Supervisors of the County authorizing the execution and delivery by the County of the Site and Facility Lease and the Lease Agreement, together with an incumbency certificate of the County, and (ii) the resolution of the Board of Directors of the Corporation authorizing the execution and delivery by the Corporation of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Corporation;

(b) The delivery by the County of the fully executed Site and Facility Lease, Lease Agreement and Assignment Agreement in form and substance acceptable to the Purchaser;

(c) The execution and delivery by the County of an Internal Revenue Service Form 8038-G in a form acceptable to the Purchaser;

(d) Delivery of a legal opinion addressed to the County and the Purchaser, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement, and (ii) the tax-exempt status of the interest component of the Lease Payments, in form and substance acceptable to the Purchaser;

(e) The delivery of a certificate dated the Closing Date and signed by the Chair of the Board, the County Administrator, the Treasurer-Tax Collector, or such other officer of the County as the Board of Supervisors of the County may approve, to the effect that:

(i) to the best knowledge of the County, there are no actions or proceedings against the County pending or threatened that adversely affect the County's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the County contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the County acknowledges receipt from the Purchaser of the purchase price for the County's obligations under the Lease Agreement, including the Lease Payments;

(f) The delivery by the County of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to the Purchaser;

(g) The execution and delivery by the County of a certificate as to arbitrage; and

(h) such other documents as may be reasonably requested by the Purchaser.

7. *Events Permitting the Purchaser to Terminate.* the Purchaser may terminate its obligation to purchase the County's obligations under the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of the Purchaser, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended; or

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the County or on the ability of the County or the Corporation to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.

By _____
Title _____

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF YUBA, CALIFORNIA

By _____
County Administrator

EXHIBIT A

Lease Payment <u>Date</u>	Principal <u>Component</u>	Interest (1) <u>Component</u>	Total Lease <u>Payment</u>
---------------------------------	-------------------------------	----------------------------------	----------------------------------

(1) Applicable interest rate is ____% per annum.

The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR


DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER
915 8th STREET, STE. 103
YUBA, CA 95901-5273

TELEPHONE (530) 749-7840
FAX (530) 749-7844

January 6, 2011

TO: Board of Supervisors
FROM: Dan M. Mierzwa, Treasurer & Tax Collector 
RE: Application for a new Second Hand Dealer's Permit for Kimerli Rempp dba Yellow Ribbons Thrift and Gift Shop / Central Valley Homeless Veterans Assistance Program.

RECOMMENDATION:

Approve the attached application for a Second Hand Dealer's Permit requested by Kimerli Rempp dba Yellow Ribbons Thrift and Gift Shop / Central Valley Homeless Veterans Assistance Program.

BACKGROUND:

Kimerli Rempp has applied for a new Second Hand Dealer's Permit with this department; however Mrs. Rempp is only changing the non-profit status. Under the previous license the non-profit was the American Heroes Foundation. Approvals have been received from all of the appropriate reviewing departments. (See attached) Therefore we are presenting this Second Hand Dealer's permit for the Board's required approval and signature as the final step for issuing said Second Hand Dealer's permit.

A letter has been sent to the applicant recommending that they be present during the board meeting of 2/1/2011 for any questions or concerns that the board members may have.

COUNTY of YUBA
Application for Business License

☒ NEW

☒ RENEWAL

Type of Business: ☐ Peddler ☐ Solicitor ☐ Itinerant Merchant

☒ Second Hand Dealer ☐ Pawn Broker ☐ Junk Dealer

Name of Applicant: Yellow Ribbons Thrift and Gift Shop / Central Valley
Homeless Veterans Clearinghouse Program
Mailing Address: 5876 Lindhurst Ave Marysville, CA 95901
Number & Street City, State, Zip Code

Telephone Number: (530) 742-0844
(Day time)

Starting Date: Jan 2008

Social Security #: [REDACTED]

Date of Birth: [REDACTED]

Driver's License #: [REDACTED]

Doing Business As: Yellow Ribbons Thrift and Gift Shop

Type of Organization: ☐ Individual ☐ Partnership ☒ Corporation Nonprofit 501(c)(3)

Business Address: 5876 Lindhurst Ave Marysville, CA 95901
Number & Street City, State, Zip Code

Property Owners Name: Keneth J. Kempf

Do you have a State Resale License? ☐ No ☒ Yes - # KH 101-634409
If ANSWER is NO, you should contact the California State Board of Equalization in Sacramento, CA. (916) 227 - 6700

15 Nov 2010
Date

\$ 1.00
Amount Paid

Keneth J. Kempf
Applicant's Signature

Dan M. Mierzwa, Treasurer & Tax Collector
915 8th St. Suite 103 (530) 749-7840
Marysville, CA 95901

By: [Signature], Deputy

Original - Tax Collector Copies to:

Sheriff 11/22/10
Applicant
Planning 11/15/10

Environmental Health
Building 1/4/11
*Office of Emergency Services

*In the case of the possibility of working with hazardous materials, approval is required from this department.

BUSINESS LICENSE
INVESTIGATION REPORT
DEPARTMENT OF BUILDING SERVICES
County of Yuba
915 8th Street
Marysville, CA 95901
Phone 749-5440

APPLICANT Yellow ribbon thrift store APPLICATION NO. _____

ADDRESS 5876 Lindhurst Ave. NEW ☐ RENEWAL ☒

PHONE 530-742-0844

OWNER Kimberly Kemp INSPECTION DATE 12-15-2010

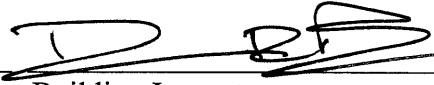
ADDRESS 5876 Lindhurst Ave. PHONE 530-742-0844

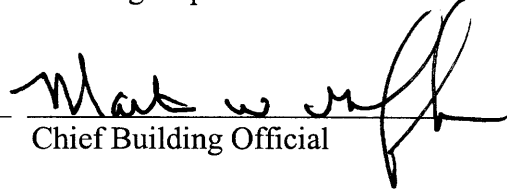
BUSINESS NAME Yellow ribbon thrift store PARCEL NO. _____

ADDRESS 5876 Lindhurst Ave. ZONE "C"

PHONE 530-742-0844

Pursuant to Section 8.45.080, Chapter 8.45 of the Yuba County Ordinance Code, an investigation of the premises was made.

1-4-2011
Date 
Building Inspector

1-4-2011
Date 
Chief Building Official

BID161

Memorandum

YUBA COUNTY
TREASURER /
TAX COLLECTOR



Yuba County Sheriff's Department 2010 NOV 22 PM 2 52

Sheriff Steven L. Durfor

"Building a Safe Community"

Date: November 19, 2010
To: Treasurer / Tax Collector's Office
From: Captain Ron Johnson, Sheriff's Department
Subject: Second Hand Dealer Applicant - Kimerli Rempp

On November 15, 2010, Kimerli Rempp filed paperwork with our department concerning a Second Hand Dealer's Permit pending with your department. Pursuant to County Policy we have completed a limited background of the applicant. We did not discover anything that would preclude the issuance of this permit. Therefore, the Sheriff's Department has no objections to this permit being issued so long as the applicant adheres to all regulations pertaining to Second hand Dealer's permits.



County of Yuba

Community Development & Services Agency

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

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: [http:// www.co.yuba.ca.us](http://www.co.yuba.ca.us)

November 15, 2010

Treasurer/Tax Collector
915 8th Street
Marysville, CA 95901

RE: Business License for Yellow Ribbon Thrift and Gift Shop/Central Valley Homeless Veterans Assistance Program at 5876 Lindhurst Avenue

To Whom It May Concern:

The Planning Department of the Community Development & Services Agency has no objection to the issuance of the business license for Yellow Ribbon Thrift and Gift Shop/Central Valley Homeless Veteran Assistance Program operating at 5876 Lindhurst Avenue, Marysville, CA 95901.

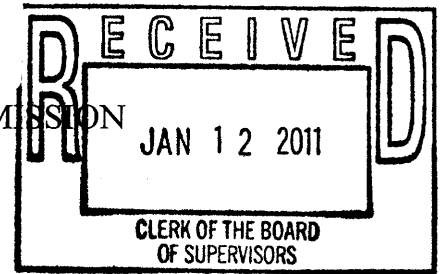
Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Gon".

Anthony Gon
Community Development Specialist
County of Yuba

052-11

FEDERAL ENERGY REGULATORY COMMISSION
Washington, DC 20426
January 4, 2011



OFFICE OF ENERGY PROJECTS

Project No. 2246-058 – California
Yuba River Hydroelectric Project
Yuba County Water Agency

Subject: Scoping Document 1 for the Yuba River Hydroelectric Project, P-2246

To the Party Addressed:

The Federal Energy Regulatory Commission (Commission) is currently reviewing the Pre-Application Document submitted by the Yuba County Water Agency (YCWA) for relicensing the Yuba River Hydroelectric Project (FERC No. 2246). The Yuba River Project facilities are located on the western slope of the Sierra Nevada in Yuba, Sierra, and Nevada Counties, California, on the mainstems of the Yuba River, the North Yuba River, the Middle Yuba River, and Oregon Creek (a tributary to the Middle Yuba River). Portions of the Yuba River Project occupy lands of the Plumas and Tahoe National Forests.

Pursuant to the National Environmental Policy Act (NEPA) of 1969, as amended, Commission staff intends to prepare an environmental impact statement (EIS), which will be used by the Commission to determine whether, and under what conditions, to issue a new license for the project. To support and assist our environmental review, we are beginning the public scoping process to ensure that all pertinent issues are identified and analyzed, and that the EIS is thorough and balanced.

We invite your participation in the scoping process, and are circulating the attached Scoping Document 1 (SD1) to provide you with information on the Yuba River Project. We are also soliciting your comments and suggestions on our preliminary list of issues and alternatives to be addressed in the EIS. We are also requesting that you identify any studies that would help provide a framework for collecting pertinent information on the resource areas under consideration necessary for the Commission to prepare the EIS for the project.

We will hold two scoping meetings for the Yuba River Project at the Yuba County Government Center, Conference Rooms 1 and 2, 915 8th Street, Marysville, California, to receive input on the scope of the EIS. A daytime meeting will be held at 1:00 p.m. (PST)

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on February 2, 2011. An evening meeting will be held at 7:00 p.m. (PST) on February 2, 2011. We will also visit the project facilities on February 1, 2011 starting at 8:00 a.m. (PST).

We invite all interested agencies, Indian tribes, non-governmental organizations, and individuals to attend one or all of these meetings. Further information on our site visit and scoping meetings is available in the enclosed SD1.

SD1 is being distributed to both YCWA's distribution list and the Commission's official mailing list (see section 9.0 of the attached SD1). If you wish to be added to or removed from the Commission's official mailing list, please send your request by email to efiling@ferc.gov or by mail to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street, N.E., Room 1A, Washington, DC 20426. All written or emailed requests must specify your wish to be removed from or added to the mailing list and must clearly identify the following on the first page: **Yuba River Hydroelectric Project No. 2246-058**.

Please review the SD1 and, if you wish to provide comments, follow the instructions in section 6.0, *Request for Information and Studies*. If you have any questions about SD1, the scoping process, or how Commission staff will develop the EIS for this project, please contact Alan Mitchnick at (202) 502-6074 or alan.mitchnick@ferc.gov. Additional information about the Commission's licensing process and the Yuba River Project may be obtained from our website, www.ferc.gov, or YCWA's licensing website, <http://www.ycwa-relicensing.com/default.aspx>.

Enclosure: Scoping Document 1

cc: Mailing List
Public Files

SCOPING DOCUMENT 1
YUBA RIVER HYDROELECTRIC PROJECT

CALIFORNIA

PROJECT NO. 2246-058



**Federal Energy Regulatory Commission
Office of Energy Projects
Division of Hydropower Licensing
Washington, DC**

January 2011

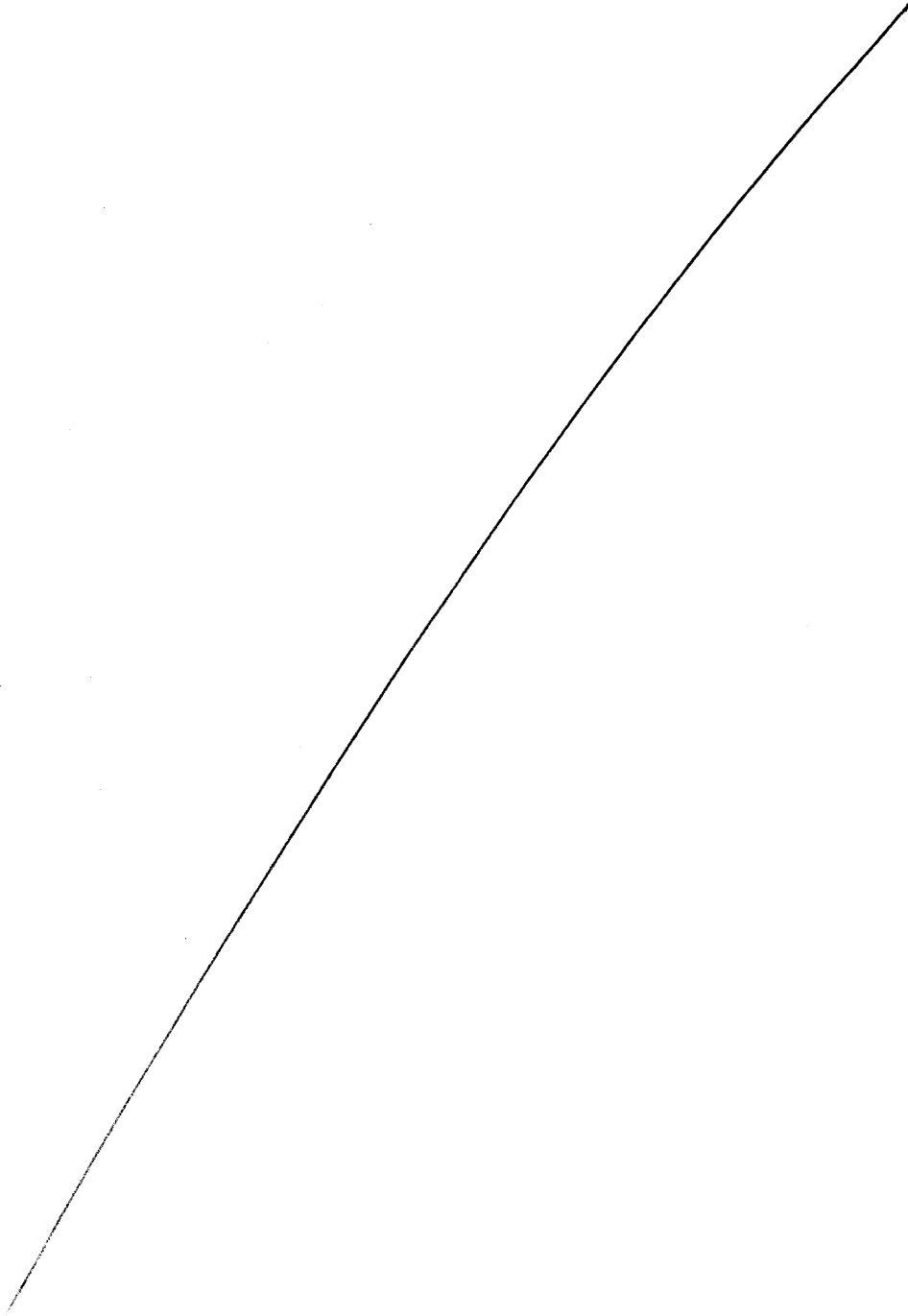


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SCOPING DOCUMENT 1

Yuba River Hydroelectric Project, FERC No. 2246-058

1.0 INTRODUCTION

The Federal Energy Regulatory Commission (Commission or FERC), under the authority of the Federal Power Act (FPA),¹ may issue licenses for terms ranging from 30 to 50 years for the construction, operation, and maintenance of non-federal hydroelectric projects. On November 5, 2010, Yuba County Water Agency (YCWA) filed a Pre-Application Document (PAD) and Notice of Intent to seek a new license for Yuba River Hydroelectric Project (FERC Project No. 2246).²

The Yuba River Project facilities are located on the western slope of the Sierra Nevada in Yuba, Sierra, and Nevada counties, California, on the mainstems of the Yuba River, the North Yuba River, the Middle Yuba River, and Oregon Creek (a tributary to the Middle Yuba River) in Yuba, Sierra, and Nevada Counties, California (figure 1). Portions of the Yuba River Project occupy lands of the Plumas and Tahoe National Forests. The project passes flow through Englebright dam, operated by the Corps of Engineers.

The Yuba River Project has an authorized installed capacity of 361.9 megawatts (MW). The average annual generation of the Yuba River Project is 1,267,061 megawatt-hours (MWh) (2004-2008). A detailed description of the project is provided in section 3.0.

The National Environmental Policy Act (NEPA) of 1969,³ the Commission's regulations, and other applicable laws require that we independently evaluate the environmental effects of relicensing the Yuba River Project as proposed, and also consider reasonable alternatives to the licensee's proposed action. At this time, we intend to prepare an environmental impact statement (EIS) that describes and evaluates the probable effects, including an assessment of the site-specific and cumulative effects, if

¹ 16 U.S.C. § 791(a)-825(r).

² The current license for the Yuba River Project was issued with an effective date of May 1, 1966, for a term of 50 years and expires on April 30, 2016.

³ National Environmental Policy Act of 1969, as amended (Pub. L. 91-190. 42 U.S.C. § 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982).

any, of the proposed action and alternatives. The EIS preparation will be supported by a scoping process to ensure identification and analysis of all pertinent issues.

2.0 SCOPING

This Scoping Document 1 (SD1) is intended to advise all participants as to the proposed scope of the EIS and to seek additional information pertinent to this analysis. This document contains: (1) a description of the scoping process and schedule for the development of the EIS; (2) a description of the proposed action and alternatives; (3) a preliminary identification of environmental issues and proposed studies; (4) a request for comments and information; (5) a proposed EIS outline; and (6) a preliminary list of comprehensive plans that are applicable to the project.

2.1 PURPOSES OF SCOPING

Scoping is the process used to identify issues, concerns, and opportunities for enhancement or mitigation associated with a proposed action. According to NEPA, the process should be conducted early in the planning stage of the project. The purposes of the scoping process are as follows:

- invite participation of federal, state and local resource agencies, Indian tribes, non-governmental organizations (NGOs), and the public to identify significant environmental and socioeconomic issues related to the proposed project;
- determine the resource issues, depth of analysis, and significance of issues to be addressed in the EIS;
- identify how the project would or would not contribute to cumulative effects in the project area;
- identify reasonable alternatives to the proposed action that should be evaluated in the EIS;
- solicit, from participants, available information on the resources at issue, including existing information and study needs; and
- determine the resource areas and potential issues that do not require detailed analysis during review of the project.

2.2 COMMENTS, SCOPING MEETINGS, AND SITE VISIT

During preparation of the EIS, there will be several opportunities for the resource agencies, Indian tribes, NGOs, and the public to provide input. These opportunities occur:

- during the public scoping process and study plan meetings, when we solicit oral and written comments regarding the scope of issues and analysis for the EIS;
- in response to the Commission's notice that the project is ready for environmental analysis; and
- after issuance of the draft EIS when we solicit written comments on the EIS.

In addition to written comments solicited by this SD1, we will hold two public scoping meetings and a site visit in the vicinity of the project. A daytime meeting will focus on concerns of the resource agencies, NGOs, and Indian tribes, and an evening meeting will focus on receiving input from the public. We invite all interested agencies, Indian tribes, NGOs, and individuals to attend one or both of the meetings to assist us in identifying the scope of environmental issues that should be analyzed in the EIS. All interested parties are also invited to participate in the site visit. The times and locations of the meetings and site visit are as follows:

Daytime Scoping Meeting

Date and Time: Wednesday, February 2, 2011, 1:00 p.m. (PST)
 Location: Yuba County Government Center, Conference Rooms 1 and 2, 915 8th Street, Marysville, California

Evening Scoping Meeting

Date and Time: Wednesday, February 2, 2011, 7:00 p.m. (PST)
 Location: Yuba County Government Center, Conference Rooms 1 and 2, 915 8th Street, Marysville, California

Site Visit

Date and Time: Tuesday, February 1, 2011, 8:00 a.m. - 4:30 p.m. (PST)

Location: meet at Yuba County Water Agency office, 1220 F Street,
Marysville, California

Please notify Alan Mitchnick at 202-502-6074 or alan.mitchnick@ferc.gov by **January 21, 2011**, if you plan to attend the site visit.

The scoping meetings will be recorded by a court reporter, and all statements (verbal and written) will become part of the Commission's public record for the project. Before each meeting, all individuals who attend, especially those who intend to make statements, will be asked to sign in and clearly identify themselves for the record. Interested parties who choose not to speak or who are unable to attend the scoping meetings may provide written comments and information to the Commission as described in section 6.0. These meetings are posted on the Commission's calendar located on the internet at www.ferc.gov/EventCalendar/EventsList.aspx, along with other related information.

Meeting participants should come prepared to discuss their issues and/or concerns as they pertain to the relicensing of the Yuba River Project. It is advised that participants review the PAD in preparation for the scoping meetings. Copies of the PAD are available for review at the Commission in the Public Reference Room or may be viewed on the Commission's website directly at http://elibrary.ferc.gov/idmws/search/intermediate.asp?link_file=yes&doclist=13863485. For assistance, contact FERC Online Support at FERCONlineSupport@ferc.gov or toll free at 1-866-208-3676, or for TTY, (202) 502-8659. A copy of the PAD is also available for inspection and reproduction at the at YCWA's place of business at the following address: 1220 F Street, Marysville, California during normal business hours and in local libraries.

Following the scoping meetings and comment period, all issues raised will be reviewed and decisions made as to the level of analysis needed. If preliminary analysis indicates that any issues presented in this scoping document have little potential for causing significant effects, the issue(s) will be identified and the reasons for not providing a more detailed analysis will be given in the EIS.

If we receive no substantive comments on SD1, then we will not prepare a Scoping Document 2 (SD2). Otherwise, we will issue SD2 to address any substantive comments received. The SD2 will be issued for informational purposes only; no response will be required. The EIS will address recommendations and input received during the scoping process.

3.0 PROPOSED ACTION AND ALTERNATIVES

In accordance with NEPA, the environmental analysis will consider the following alternatives, at a minimum: (1) the no-action alternative, (2) the applicant's proposed action, and (3) alternatives to the proposed action.

3.1 NO-ACTION ALTERNATIVE

Under the no-action alternative, the Yuba River Project would continue to operate as required by the current project license (i.e., there would be no change to the existing environment). No new environmental protection, mitigation, or enhancement measures would be implemented. We use this alternative to establish baseline environmental conditions for comparison with other alternatives.

3.1.1 Existing Project Facilities (figure 2)

New Colgate Development

The New Colgate development consists of the following existing facilities: (1) the 70-foot-high, 368-foot-long Our House diversion dam with a storage capacity of 280 acre-feet, located on the Middle Yuba River 12.0 miles upstream of its confluence with the North Yuba River; (2) the 12.5-foot-high by 12.5-foot-wide, 19,410-foot-long Lohman Ridge diversion tunnel that conveys a maximum flow of 860 cubic feet per second (cfs) from the Middle Yuba River to Oregon Creek; (3) the Log Cabin diversion dam, a 105-foot-radius, concrete arch dam on Oregon Creek that has a drainage area of 29.1 square miles and a maximum spillway capacity of 12,000 cfs and a storage capacity of 90 acre-feet; (4) the 6,107-foot-long Camptonville diversion tunnel, with the capacity to convey 1,100 cfs of water to New Bullards Bar reservoir on the North Yuba River; (5) the 645-foot-high New Bullards Bar dam located on the North Yuba River about 2.3 miles upstream of its confluence with the Middle Yuba River, with an actual release capacity of 1,250 cfs; (6) the New Bullards Bar reservoir, a storage reservoir on the North Yuba River formed by New Bullards Bar dam, with a storage area of 4,790 acres; (7) the New Bullards Bar dam overflow-type spillway with a width of 106 feet and a crest elevation of 1,902 feet; (8) the 5.2-mile-long New Colgate Power tunnel and penstock, with a maximum flow capacity of 3,500 cfs; (9) the New Colgate Powerhouse, an aboveground, steel-reinforced, concrete powerhouse located adjacent to the Yuba River containing two Pelton type turbines with a total actual measured capacity of 340 MW; (10) the New Colgate switchyard, located adjacent to the New Colgate powerhouse; (11) recreation facilities on New Bullards Bar reservoir, including Emerald Cove Marina,

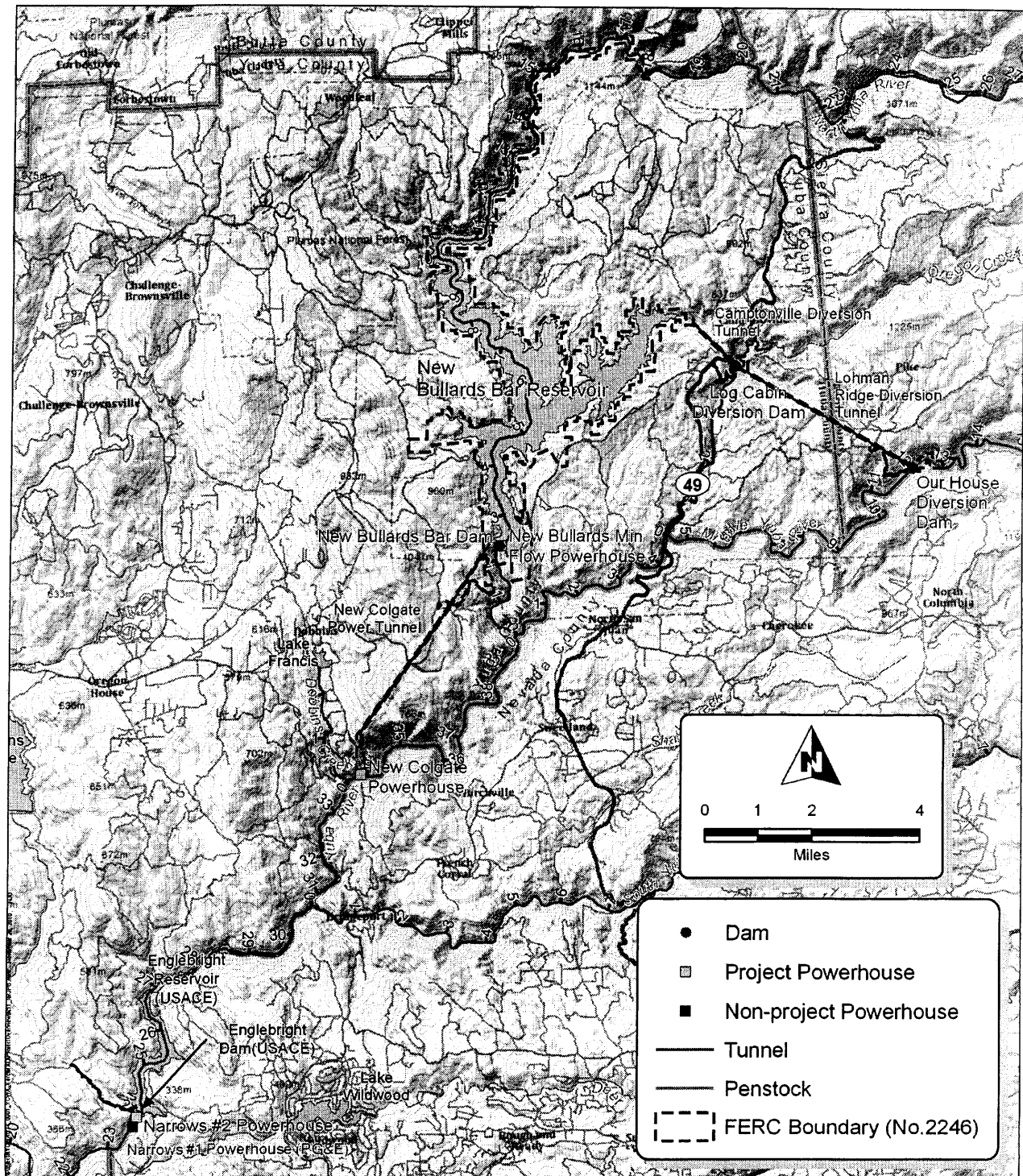


Figure 2. Project facilities for the Yuba River Project (Source: YCWA).

Hornswoggle Group Camp, Schoolhouse Family Camp, Dark Day Campground, Dark Day Boat Ramp, Garden Point Campground, Madrone Cove Campground, and Cottage Creek Boat Ramp; and (12) appurtenant facilities and features include access roads.

New Bullards Bar Minimum Flow Development

The New Bullards Bar Minimum Flow Development consists of the following existing facilities: (1) the 70-foot long, 12-inch-diameter New Bullards minimum flow powerhouse penstock with a maximum flow capacity of 6 cfs; (2) the New Bullards minimum flow powerhouse, containing a single Pelton turbine with a capacity of 150 kilowatts (kW) at a flow of 5 cfs; (3) the New Bullards minimum flow transformer, located adjacent to the New Bullards minimum flow powerhouse; and (4) appurtenant facilities and features, including access roads.

Narrows 2 Development

The Narrows 2 Development consists of the following existing facilities: (1) the Narrows 2 powerhouse penstock, a tunnel that is 20 feet in diameter and concrete lined in the upper 376 feet, and 14 feet in diameter and steel lined for the final 371.5 feet, with a maximum flow capacity of 3,400 cfs; (2) the Narrows 2 flow bypass, a valve and penstock branch off the main Narrows 2 penstock that provides the capability to bypass flows of up to 3,000 cfs around the Narrows 2 powerhouse during times of full or partial powerhouse shutdowns; (3) the Narrows 2 powerhouse, an indoor powerhouse located at the base of the Corps of Engineer's Englebright dam, consisting of one vertical axis Francis turbine with a capacity of 55 MW at a head of 236 feet and flow of 3,400 cfs; (4) the Narrows 2 powerhouse switchyard, located adjacent to the powerhouse; and (5) appurtenant facilities and features, including access roads.

3.1.2 Existing Project Operations

Besides generating power, YCWA operates the project to supply water, control floods, provide recreational opportunities, and enhance fish and wildlife habitat. Our House and Log Cabin diversion dam impoundments do not store water and YCWA uses them to divert water to New Bullards Bar reservoir during spring high flows. As the project's only storage reservoir, New Bullards Bar reservoir captures winter and spring runoff from rain and snowmelt. Normally, the reservoir reaches its peak storage at the end of the spring runoff season, and then is gradually drawn until its lowest elevation is reached in mid-winter. Though the reservoir elevation varies seasonally, the reservoir elevation does not undergo substantial daily changes. To control floods, YCWA must

reserve pool space in New Bullards Bar reservoir from October through April that, depending on runoff, can limit storage. For power, YCWA operates New Colgate powerhouse for peaking and ancillary services and both the New Bullards minimum flow and Narrows 2 powerhouses as base load facilities.

The average total inflows to New Bullards Bar reservoir from the North Yuba River and diversions from the Middle Yuba River and Oregon Creek are about 1,200,000 acre-feet per year, and have ranged from a low of 163,000 acre-feet in 1977 to a high of 2,800,000 acre-feet in 1982. To estimate yearly water availability, YCWA begins by using California Department of Water Resources Bulletin 120 forecasts in January each year and continually updates the estimate throughout the spring runoff period. Estimates of available water supply are compared to estimates of required releases, consumptive demands, and target levels for fall storage to provide a level of drought protection for the following year.

Since 2006, YCWA has operated the project to conform to a unique set of agreements: the Lower Yuba River Accord (Yuba Accord). The Yuba Accord is a comprehensive, consensus-based program to protect and enhance aquatic habitat in the Yuba River downstream of the United States Army Corps of Engineers' Englebright dam. The Yuba Accord flow schedules were developed to provide near optimum aquatic habitat during high flow years and use a "balancing of resources" approach to provide habitat for drier conditions.

3.2 APPLICANT'S PROPOSAL

The proposed action is to continue to operate and maintain the Yuba River Project, and implement certain environmental protection, mitigation, and enhancement measures. YCWA proposes no new developments or changes in project operation at this point in the licensing process. The current license for the project expires on April 30, 2016.

3.2.1 Proposed Project Facilities and Operations

No new or upgraded facilities, structural changes, or operational changes to the Yuba River Project during the term of the new license are proposed at this time.

3.2.2 Proposed Environmental Measures

YCWA identified measures to protect and enhance environmental resources of the project area. YCWA proposes to continue operating the Yuba River Project with the environmental protection, mitigation, and enhancement measures described below.

YCWA proposes to continue to release minimum flows consistent with the Lower Yuba River Accord.

3.3 ALTERNATIVES TO THE PROPOSED ACTION

Commission staff will consider and assess all alternative recommendations for operational or facility modifications, as well as protection, mitigation, and enhancement (PM&E) measures identified by the Commission, the agencies, Indian tribes, NGOs, and the public.

3.4 ALTERNATIVES CONSIDERED BUT ELIMINATED FROM DETAILED STUDY

At present, we propose to eliminate the following alternatives from detailed study in the EIS.

3.4.1 Non-power License

A non-power license is a temporary license the Commission would terminate whenever it determines that another governmental agency is authorized and willing to assume regulatory authority and supervision over the lands and facilities covered by the non-power license. At this time, no governmental agency has suggested a willingness or ability to take over the project. No party has sought a non-power license, and we have no basis for concluding that the Yuba River Project should no longer be used to produce power. Thus, we do not consider a non-power license a reasonable alternative to relicensing the project.

3.4.2 Project Decommissioning

Decommissioning of the project could be accomplished with or without dam removal. Either alternative would require denying the relicense application and surrender or termination of the existing license with appropriate conditions. There would be significant costs involved with decommissioning the project and/or removing any project

facilities. The project provides a viable, safe, and clean renewable source of power to the region. With decommissioning, the project would no longer be authorized to generate power.

No party has suggested project decommissioning would be appropriate in this case, and we have no basis for recommending it. Thus, we do not consider project decommissioning a reasonable alternative to relicensing the project with appropriate environmental measures.

4.0 SCOPE OF CUMULATIVE EFFECTS AND SITE-SPECIFIC RESOURCE ISSUES

4.1 CUMULATIVE EFFECTS

According to the Council on Environmental Quality's regulations for implementing NEPA (50 C.F.R. 1508.7), a cumulative effect is the effect on the environment that results from the incremental effect of the action when added to other past, present and reasonably foreseeable future actions, regardless of what agency (federal or non-federal) or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time, including hydropower, diversions for irrigation and drinking water supply, past mining activities, and other land and water development activities, including agriculture, timber, grazing, recreation, and residential.

There are approximately 46 major dams and reservoirs in the Yuba River Basin, with a combined storage capacity of about 1, 350,000 acre-feet. Thirty-eight of these dams are located upstream of the project (Pre-Application Document, pages 3-14- 3-15). Other major FERC projects in the basin include PG&E's Drum-Spaulding Project No. 2310 (expiring 4/13/2013) and Narrows Project No. 1403 (expiring 1/31/2013); and Nevada Irrigation District's Yuba-Bear Project No. 2266 (expiring 4/30/2013). The Corps of Engineers operates Englebright and Daguerre Point dams.

4.1.1 Resources that could be Cumulatively Affected

Based on information in the Pre-Application Document, and preliminary staff analysis, we anticipate water resources and aquatic resources as resources with the potential to be cumulatively affected by the continued operation and maintenance of the Yuba River Project. By this document, we are asking for recommendations on additional resources that may be affected cumulatively.

4.1.2 Geographic Scope

Our geographic scope of analysis for cumulatively affected resources is defined by the physical limits or boundaries of: (1) the proposed action's effect on the resources, and (2) contributing effects from other hydropower and non-hydropower activities within the Yuba River Basin. Because the proposed action would affect the resources differently, the geographic scope for each resource may vary.

At this time, we are seeking input to aid us in defining an appropriate geographic scope for each of the resource areas/issues identified in section 4.2 below.

4.1.3 Temporal Scope

The temporal scope of our cumulative effects analysis in the EIS will include a discussion of past, present, and reasonably foreseeable future actions and their effects on each resource that could be cumulatively affected. Based on the potential term of a new license, the temporal scope will look 30 to 50 years into the future, concentrating on the effect on the resources from reasonably foreseeable future actions. The historical discussion will, by necessity, be limited to the amount of available information for each resource. The quality and quantity of information, however, diminishes as we analyze resources further away in time from the present.

4.2 RESOURCE ISSUES

In this section, we present a preliminary list of environmental issues to be addressed in the EIS. We identified these issues, which are listed by resource area, by reviewing the PAD and the Commission's record for the Yuba River Project. This list is not intended to be exhaustive or final, but contains those issues raised to date that could have substantial effects. After the scoping process is complete, we will review the list and determine the appropriate level of analysis needed to address each issue in the EIS.

4.2.1 Geologic and Soils Resources

- Effects of project operation and maintenance on soil erosion, slope failures, and shoreline erosion at project reservoirs and stream reaches
- Effects of any project-related changes in streamflow and sediment delivery to project stream reaches on stream geomorphic processes or reservoir bathymetry
- Potential effects of runoff from project roads and other hard surface runoff on erosion and sediment transport
- Potential effects of the use of project spillways and dam outlet facilities on soil erosion
- Effect of project operations on large woody debris distribution and recruitment
- Effects of project-related recreation on soil compaction or erosion

4.2.2 Aquatic Resources

- Effects of project operation on the quantity and timing of streamflow in project-affected reaches, including water storage, spillage, peaking operations, and ramping rates
- Potential effects of project operation and maintenance on water quality, water temperature, and water quantity in project reservoirs and project-affected stream reaches and its effect on water supply demands
- Effects of project operation on amphibian and aquatic reptile habitat in project reservoirs
- Effects of project operation on foothill yellow-legged frog populations and distribution, including changes in channel morphology and sediment regimes, flow patterns and fluctuations, and water temperature
- Effects of project operation on western pond turtle populations and distribution, including changes in channel morphology and sediment regimes, water

temperature, upland habitat conditions, water flow patterns, and riparian vegetation

- Effects of project operation and maintenance on fish populations in project reservoirs and project-affected stream reaches, including special status species
- Effects of project operation, including releases from project facilities, on benthic macroinvertebrate populations, special-status amphibian populations, special-status mollusk populations, aquatic reptiles, and special-status fish populations in receiving streams
- Effects of retention of sediment in project reservoirs on downstream fish spawning habitat, special-status fish populations, and benthic macroinvertebrate populations
- Potential effects of project-related changes in the recruitment and movement of large woody debris on aquatic resources and their habitat
- Potential effects of impediments (passage barrier and flows) to fish passage and migrations, for spawning and thermal refugia, and out migration, including special status fish species
- Potential effects of project operations on stranding or displacement of fish
- Effects of entrainment at project diversions and intakes on fish populations
- Effects of the project on non-native species, including hatchery stocked populations of trout, and their effect on native species such as wild trout

4.2.3 Terrestrial Resources

- Effects of project operation, maintenance activities, and recreational use on special status and state-listed wildlife species, including northern goshawk, osprey, golden eagle, California spotted owl, California black rail, and bat species
- Effects of project operation, maintenance activities, and recreational use on bald eagle nesting, roosting, perching, and foraging and consistency of the project with National Bald Eagle Protection Guidelines

- Effects of project facilities on migratory deer winter and migratory corridors
- Effects of project operation, maintenance activities, and recreational use on special status and state-listed plant species
- Effects of project operation, maintenance activities, and recreational use on the presence and spread of noxious weeds
- Effects of project operation and maintenance on wetlands, meadows, and riparian habitat

4.2.4 Threatened and Endangered Species

- Effects of project-related maintenance activities on elderberry plants and associated effects on the valley elderberry longhorn beetle
- Effects of project operation on California red-legged frog habitat and populations (and effects from warmwater fish) within a 1-mile area around project developments and project-affected reaches
- Effects of project operation and maintenance on listed plant species (Stebbins' morning glory, Pine Hill flannelbush, Layne's ragwort, Hartweg's golden sunburst) and invertebrates (vernal pool fairy shrimp and vernal pool tadpole shrimp)
- Effect of project operations on spring-run Chinook salmon and steelhead

4.2.5 Recreation and Land Use

- Effects of project facilities and operations on public access to project waters, existing recreational opportunities, and future recreational opportunities within the project area
- Effects of water levels in project reservoirs on recreation (angling, boating)
- Effects of project operations on quality and availability of flow-dependent recreation opportunities, including whitewater boating, angling, and swimming

- Adequacy of existing recreation facilities (including accessible facilities) to meet current and future recreational demand
- Effects of the project operations and maintenance on the condition and use of roads within the project area
- Effects of project operations on wildfire risk and fire management

4.2.6 Cultural Resources

- Effects of the project on historic, archeological, and traditional cultural resources that may be eligible for inclusion in the National Register of Historic Places

4.2.7 Aesthetic Resources

- Effects of project operations, maintenance activities, and project recreation use on aesthetic resources, including reservoirs and downstream reaches, within the project area

4.2.8 Developmental Resources

- Economics of the project and alternatives, and the effects of any recommended environmental measures on the project's economics

5.0 PROPOSED STUDIES

Depending upon the findings of studies completed by YCWA and the recommendations of the consulted entities, YCWA will consider, and may propose certain other measures to enhance environmental resources affected by the project as part of the proposed action. YCWA's initial study proposals are identified by resource area in table 1. Detailed information on YCWA's initial study proposals can be found in the PAD. Further studies may need to be added to this list based on comments provided to the Commission and YCWA from interested participants, including Indian tribes.

Table 1. YCWA's Initial Study Proposals (Source: PAD).

Study Number	Study Name
GEOLOGY AND SOILS	
1.1	Channel Morphology Upstream of Englebright Reservoir
1.2	Channel Morphology Downstream of Englebright Dam
WATER RESOURCES	
2.1	Hydrologic Alteration
2.2	Water Balance/Operations Model
2.3	Water Quality
2.4	Bioaccumulation
2.5	Water Temperature Monitoring
2.6	Water Temperature Model
AQUATIC RESOURCES	
3.1	Aquatic Macroinvertebrates Upstream of Englebright Reservoir
3.2	Aquatic Macroinvertebrates Downstream of Englebright Dam
3.3	Special-Status Aquatic Mollusks
3.4	Special-Status Amphibians – Foothill Yellow-Legged Frog Surveys
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6.0 REQUEST FOR INFORMATION AND STUDIES

We are asking federal, state, and local resource agencies; Indian tribes; NGOs; and the public to forward to the Commission any information that will assist us in conducting an accurate and thorough analysis of the project-specific and cumulative effects associated with relicensing the Yuba River Project. The types of information requested include, but are not limited to:

- information, quantitative data, or professional opinions that may help define the geographic and temporal scope of the analysis (both site-specific and cumulative effects), and that helps identify significant environmental issues;
- identification of, and information from, any other Environmental Assessment, EIS, or similar environmental study (previous, on-going, or planned) relevant to the proposed relicensing of the Yuba River Project;
- existing information and any data that would help to describe the past and present actions and effects of the project and other developmental activities on environmental and socioeconomic resources;
- information that would help characterize the existing environmental conditions and habitats;
- the identification of any federal, state, or local resource plans, and any future project proposals in the affected resource area (e.g., proposals to construct or operate water treatment facilities, recreation areas, water diversions, timber harvest activities, or fish management programs), along with any implementation schedules);
- documentation that the proposed project would or would not contribute to cumulative adverse or beneficial effects on any resources. Documentation can include, but need not be limited to, how the project would interact with other projects in the area and other developmental activities; study results; resource management policies; and reports from federal and state agencies, local agencies, Indian tribes, NGOs, and the public;
- documentation showing why any resources should be excluded from further study or consideration; and

- study requests by federal and state agencies, local agencies, Indian tribes, NGOs, and the public that would help provide a framework for collecting pertinent information on the resource areas under consideration necessary for the Commission to prepare the EIS for the project.

All requests for studies filed with the Commission must meet the criteria found in Appendix A, *Study Plan Criteria*.

The requested information, comments, and study requests should be submitted to the Commission no later than March 7, 2011. All filings must clearly identify the following on the first page: **Yuba River Project (P-2246-058)**. Scoping comments may be filed electronically via the Internet. See 18 C.F.R. 385.2001(a)(1)(iii) and the instructions on the Commission's website <http://www.ferc.gov/docs-filing/efiling.asp>. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at <http://www.ferc.gov/docs-filing/ecomment.asp>. You must include your name and contact information at the end of your comments. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov or toll free at 1-866-208-3676, or for TTY, (202) 502-8659. Although the Commission strongly encourages electronic filing, documents may also be paper-filed. To paper-file, mail an original and seven copies to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street, NE, Washington, D.C. 20426.

Register online at <http://www.ferc.gov/esubscription.asp> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, please contact FERC Online Support.

Any questions concerning the scoping meetings, site visits, or how to file written comments with the Commission should be directed to Alan Mitchnick at (202) 502-6074 or alan.mitchnick@ferc.gov. Additional information about the Commission's licensing process and the Yuba River Project may be obtained from the Commission's website, www.ferc.gov or YCWA's relicensing website, <http://www.ycwa-relicensing.com/default.aspx>.

7.0 EIS PREPARATION SCHEDULE

At this time, we anticipate the need to prepare a draft and final EIS. The draft EIS will be sent to all persons and entities on the Commission's service and mailing lists for the Yuba River Project. The EIS will include our recommendations for operating procedures, as well as PM&E measures that should be part of any license issued by the

Commission. All recipients will then have 60 days to review the EIS and file written comments with the Commission. All comments on the draft EIS filed with the Commission will be considered in preparation of the final EIS.

The major milestones, including those for preparing the EIS, are as follows:

<u>Major Milestone</u>	<u>Target Date</u>
Scoping Meetings	February 2, 2011
Comments on PAD and SD1 and Study Requests	March 7, 2011
License Application Filed	April 2014
Ready for Environmental Analysis Notice Issued	June 2014
Deadline for Filing Comments, Recommendations, and Agency Terms and Conditions/Prescriptions	August 2014
Draft EIS Issued	February 2015
Comments on Draft EIS Due	April 2015
Deadline for Filing Modified Agency Recommendations	June 2015
Final EIS Issued	September 2015

If Commission staff determines that there is a need for additional information or additional studies, the issuance of the Ready for Environmental Analysis notice could be delayed. If this occurs, all subsequent milestones would be delayed by the time allowed for YCWA to respond to the Commission's request. A copy of YCWA's process plan, which has a complete list of relicensing milestones for the Yuba River Project, including those for developing the license application, is attached as appendix B to this SD1.

8.0 PROPOSED EIS OUTLINE

The preliminary outline for the Yuba River Project EIS is as follows:

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9.0 COMPREHENSIVE PLANS

Section 10(a)(2) of the FPA, 16 U.S.C. section 803(a)(2)(A), requires the Commission to consider the extent to which a project is consistent with federal and state comprehensive plans for improving, developing, or conserving a waterway or waterways affected by a project. The staff has preliminarily identified and reviewed the plans listed below that may be relevant to the Yuba River Project. Agencies are requested to review this list and inform the Commission staff of any changes. If there are other comprehensive plans that should be considered for this list that are not on file with the Commission, or if there are more recent versions of the plans already listed, they can be filed for consideration with the Commission according to 18 CFR 2.19 of the Commission's regulations. Please follow the instructions for filing a plan at <http://www.ferc.gov/industries/hydropower/gen-info/licensing/complan.pdf>.

The following is a list of comprehensive plans currently on file (as of December 26, 2010) with the Commission that may be relevant to the Yuba River Project.

California Advisory Committee on Salmon and Steelhead Trout. 1988. Restoring the balance: 1988 annual report. Sausalito, California. 84 pp.

California Department of Fish and Game. U.S. Fish and Wildlife Service. National Marine Fisheries Service. Bureau of Reclamation. 1988. Cooperative agreement to implement actions to benefit winter-run Chinook salmon in the Sacramento River Basin. Sacramento, California. May 20, 1988. 10 pp.

California Department of Fish and Game. 1990. Central Valley salmon and steelhead restoration and enhancement plan. Sacramento, California. April 1990. 115 pp.

California Department of Fish and Game. 1993. Restoring Central Valley streams: A plan for action. Sacramento, California. November 1993.

California Department of Fish and Game. 1996. Steelhead restoration and management plan for California. February 1996. 234 pp.

California Department of Parks and Recreation. 1998. Public opinions and attitudes on outdoor recreation in California. Sacramento, California. March 1998.

- California Department of Parks and Recreation. California Outdoor Recreation Plan (SCORP). Sacramento, California. April 1994.
- California Department of Water Resources. 1983. The California water plan: projected use and available water supplies to 2010. Bulletin 160-83. Sacramento, California. December 1983. 268 pp.
- California Department of Water Resources. 1994. California water plan update. Bulletin 160-93. Sacramento, California. October 1994. Two volumes and executive summary.
- California Department of Water Resources. 2000. Final programmatic environmental impact statement/environmental impact report for the CALFED Bay-Delta Program. Sacramento, California. July 2000. CD Rom, including associated plans.
- California State Water Resources Control Board. 1995. Water quality control plan report. Sacramento, California. Nine volumes.
- California - The Resources Agency. Department of Parks and Recreation. 1983. Recreation needs in California. Sacramento, California. March 1983.
- Forest Service. 1988. Plumas National Forest land and resource management plan. Department of Agriculture, Quincy, California. August 26, 1988.
- Forest Service. 1990. Tahoe National Forest land and resource management plan. Department of Agriculture, Nevada City, California. March 1990.
- National Park Service. 1982. The nationwide rivers inventory. Department of the Interior, Washington, D.C. January 1982.
- State Water Resources Control Board. 1999. Water quality control plans and policies adopted as part of the State comprehensive plan. April 1999.
- U.S. Fish and Wildlife Service. 1990. Central Valley habitat joint venture implementation plan: a component of the North American waterfowl management plan. February 1990.

- U.S. Fish and Wildlife Service. 2001. Final restoration plan for the anadromous fish restoration program. Department of the Interior, Sacramento, California. January 9, 2001.
- U.S. Fish and Wildlife Service. Canadian Wildlife Service. 1986. North American waterfowl management plan. Department of the Interior. Environment Canada. May 1986.
- U.S. Fish and Wildlife Service. Undated. Fisheries USA: the recreational fisheries policy of the U.S. Fish and Wildlife Service. Washington, D.C.

10.0 MAILING LIST

The list below is the Commission's official mailing list for the Yuba River Project (FERC No. 2246) (as of December 26, 2010). If you want to receive future mailings for the Yuba River Project and are not included in the list below, please send your request by email to efiling@ferc.gov or by mail to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street, N.E., Room 1A, Washington, DC 20426. All written and emailed requests to be added to the mailing list must clearly identify the following on the first page: Yuba River Project No. 2246-058. You may use the same method if requesting removal from the mailing list below.

Register online at <http://www.ferc.gov/esubscribenow.htm> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov or toll free at 1-866-208-3676, or for TTY, (202) 502-8659.

Mailing List

Party	Contact and Address
American Whitewater	Dave Steindorf California Stewardship Dir. American Whitewater 4 Baroni Drive Chico, California 95928-4314
Appeal Democrat, The	Harold Kruser Appeal Democrat, The PO Box 431 Marysville, California 95901-0431
California Fish & Game Commission	FERC Contact California Fish & Game Commission Attn: Environmental Services Division 1416 9th St Sacramento, California 95814-5511
California Public Utilities Commission	Chairman California Public Utilities Commission 505 Van Ness Ave San Francisco, California 94102-3214

California Salmon and Steelhead Association	Bob Baiocchi Private Consultant California Salmon and Steelhead Association PO Box 1035, 96103
House of Representatives	Wally Herger House of Representatives Washington, District of Columbia 20515
Institute for Policy Research	H Paul Friesema Institute for Policy Research 2040 Sheridan Rd Northwestern University Evanston, Illinois
Merced, County Of	Water Users Association PO Box 31 El Nido, California 95317
Northwest Power Planning Council	Suite 1100 851 SW 6th Ave Portland, Oregon 97204-1337
Office of the Governor of California	Governor of California RE: FERC Projects Office of the Governor of California State Capitol Building Sacramento, California 95814
Pacific Gas and Electric Company	Elizabeth Diamond Legal Secretary Pacific Gas and Electric Company PO Box 7442 San Francisco, California 94120
Siskiyou, County of(CA)	County Clerk Siskiyou, County of (CA) 510 N Main St Yreka, California 96097-2525
US Bureau of Land Management	Larry Weitzel U.S. Bureau of Land Management California State Office 2800 Cottage Way Ste W1834

	Sacramento, California 95825-1886
US Army Corps of Engineers	Commander US Army Corps of Engineers San Francisco District Office 1455 Market St, #1760 San Francisco, California 94103
Water Resources Control Board	Jim Canaday Senior Environmental Scientist Water Resources Control Board 1001 I St Sacramento, California 95814
Yuba County Water Agency	Nancy Jones Yuba County Water Agency 1402 D St Marysville, California 95901-4226
Yuba County Water Agency	Donald R. Frost Yuba County Water Agency 1402 D St Marysville, California 95901-4226
Yuba County Water Agency	Donn A Wilson Yuba County Water Agency 1402 D St Marysville, California 95901-4226
Yuba County Water Agency	Curt Aikens General Manager Yuba County Water Agency 1220 F Street Marysville, California 95901

APPENDIX A
STUDY PLAN CRITERIA
18 CFR Section 5.9(b)

Any information or study request must contain the following:

1. Describe the goals and objectives of each study proposal and the information to be obtained;
2. If applicable, explain the relevant resource management goals of the agencies or Indian tribes with jurisdiction over the resource to be studied;
3. If the requester is not a resource agency, explain any relevant public interest considerations in regard to the proposed study;
4. Describe existing information concerning the subject of the study proposal, and the need for additional information;
5. Explain any nexus between project operations and effects (direct, indirect, and/or cumulative) on the resource to be studied, and how the study results would inform the development of license requirements;
6. Explain how any proposed study methodology (including any preferred data collection and analysis techniques, or objectively quantified information, and a schedule including appropriate field season(s) and the duration) is consistent with generally accepted practice in the scientific community or, as appropriate, considers relevant tribal values and knowledge; and
7. Describe considerations of level of effort and cost, as applicable, and why proposed alternative studies would not be sufficient to meet the stated information needs.

APPENDIX B PROCESS PLAN AND SCHEDULE

Yuba River Project Preliminary Process Plan and Schedule			
(shaded milestones are unnecessary if there are no study disputes; if due date falls on a weekend or holiday, the due date is the following business day)			
Responsible Entity	Pre-Filing Milestone	Date	FERC Regulation
Applicant	File NOI/PAD with FERC	11/5/10	5.5, 5.6
FERC	Notice of Commencement of Proceeding & SD1 issued	1/4/11	5.8
FERC	Scoping and Site Visit	2/2/11	5.8(b)(viii)
FERC	Tribal Meeting	2/11	5.7
All stakeholders	NOI/PAD/SD1 comments due	3/7/11	5.9
FERC	Issue SD2 if needed	4/19/11	5.1
Applicant	File Proposed Study Plan	4/19/11	5.11(a)
All stakeholders	Study Plan Meeting	5/19/11	5.11(e)
All stakeholders	Study Plan Comments due	7/18/11	5.12
Applicant	File Revised Proposed Study Plan	8/17/11	5.13(a)
All stakeholders	Revised Proposed Study Plan Comments due	9/1/11	5.13(b)
FERC	Director's Study Plan Determination	9/16/11	5.13(c)
Mandatory Agency Study Determination Panel	Agency Study Determination Panel Member selected	10/2/11	5.14(a)
Study Determination Panel	Panel Chair/Member selected	10/2/11	5.14(d)(3)
Study Determination Panel	Panel Chair/Member selected	10/26/11	5.14(d)
Applicant	Applicant Comments on Study Determination	10/31/11	5.14(j)
Study Determination Panel	Panel Chair/Member selected	11/5/11	5.14(j)
Study Determination Panel	Panel Chair/Member selected	12/5/11	5.14(k)
FERC	Director's Study Plan Determination	2/15/12	5.14(l)
Applicant	First Study Season	Spring/Summer 2012	5.15(a)
Applicant	Initial Study Report	9/15/12	5.15(c)(1)
All stakeholders	Initial Study Report Meeting	9/30/12	5.15(c)(2)
Applicant	Initial Study Report Meeting Summary	10/15/12	5.15(c)(3)
All stakeholders	Study Disputes/Requests to Modify Study Plan due	11/14/12	5.15(c)(4)
All stakeholders	Responses to Disputes/Study Requests	12/14/12	5.15(c)(5)
FERC	Director's Study Plan Determination	1/13/13	5.15(c)(6)
Applicant	Second Study Season	Spring/Summer 2013	5.15(a)
Applicant	Updated Study Report due	9/15/13	5.15(f)
All stakeholders	Updated Study Report Meeting	9/30/13	5.15(f)
Applicant	Updated Study Report Meeting Summary	10/15/13	5.15(f)
All stakeholders	Study Disputes/Requests to Modify Study Plan due	11/14/13	5.15(f)

All stakeholders	Responsible for additional Study Requests	12/1/13	5.15(f)
FERC	Director's Study Plan Determination	1/1/14	5.15(f)
Applicant	Preliminary Licensing Proposal due	12/1/13	5.16(a)
All stakeholders	Comments on Preliminary Licensing Proposal	3/1/14	5.16(e)
Applicant	License Application filed	4/30/14	5.17
Applicant	Public Notice of License Application filing	5/14/14	5.17(d)(2)
Responsible Entity	Post-Filing Milestone	Date	FERC Regulation
FERC	Tendering Notice of new application	5/14/14	5.19
FERC	Director's Additional Studies Determination/Deficiencies	5/30/14	5.19(e); 5.20(a)(2)
FERC	Ready for Environmental Analysis and Application Acceptance	6/29/14	5.22
All stakeholders	Comments, Interventions, Recommendations, prescriptions due	8/28/14	5.23(a)
Applicant	Requests Section 401 Certification	8/28/14	5.23(b)
Applicant	Reply Comments due	10/12/14	5.23(a)
FERC	Issue Draft EIS	2/24/15	5.24
All stakeholders	Comments on EIS due	4/25/15	5.24(c)
Agencies	Modified 4(e) Conditions and Fishway Prescriptions	6/24/15	5.24(d)
FWS/NMFS	ESA biological opinion(s) as needed	7/9/15	ESA
FERC	Issue Final EIS	9/22/15	

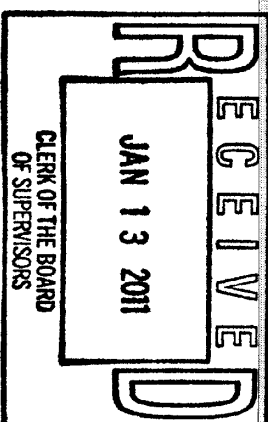


Schedule of Proposed Action (SOPA)
01/01/2011 to 03/31/2011
Plumas National Forest

This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring Nationwide					
Land Management Planning Rule EIS	- Regulations, Directives, Orders	In Progress: NOI in Federal Register 12/18/2009 Est. DEIS NOA in Federal Register 12/2010	Expected: 11/2011	12/2011	Larry Hayden 202-205-1559 lhayden@fs.fed.us
	Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans. Web Link: http://www.fs.usda.gov/planningrule Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.				
Nationwide Aerial Application of Fire Retardant on National Forest System Lands. EIS	- Regulations, Directives, Orders	In Progress: NOI in Federal Register 08/27/2010 Est. DEIS NOA in Federal Register 01/2011	Expected: 12/2011	01/2012	Glen Stein 208-869-5405 gstein@fs.fed.us
	Description: The Forest Service will prepare a programmatic environmental impact statement for the continued nationwide aerial application of fire retardant on National Forest System lands. Web Link: http://www.fs.fed.us/fire/retardant/index.html Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				

Projects Occurring in more than one Region (excluding Nationwide)



BOS CORRESPONDENCE

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring in more than one Region (excluding Nationwide)					
Sierra Nevada Forest Plan Amendment (SNFPA) EIS	- Land management planning	In Progress: DEIS NOA in Federal Register 02/19/2010 Est. FEIS NOA in Federal Register 06/2010	Expected:06/2010	06/2010	Donald Yasuda 916-640-1168 dvasuda@fs.fed.us
	Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues. Web Link: http://www.fs.fed.us/r5/snfpa/2010seis				
Location: UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.					

R5 - Pacific Southwest Region All Units, Forestwide (excluding Projects occurring in more than one Forest)				R5 - Pacific Southwest Region	
Historic Facilities BMP Retrofit CE *NEW LISTING*	- Facility management	Developing Proposal Est. Scoping Start 01/2011	Expected:03/2011	09/2011	Ashley Sommer 530-543-2615 asommer@fs.fed.us
	Description: Water quality BMP installation at the Tallac Historic Site (inc. Kiya Beach), the Newhall House at Skunk Harbor, Meiss Cabin and Old Mill.				
Meeks Bay Resort BMP Retrofit CE *NEW LISTING*	Location: UNIT - R5 - Pacific Southwest Region All Units. STATE - California, Nevada. COUNTY - El Dorado, Placer, Carson City (city). Tallac Historic Site, Kiya Beach, Skunk Harbor and Meiss.				
	- Facility management	Developing Proposal Est. Scoping Start 01/2011	Expected:03/2011	08/2011	Ashley Sommer 530-543-2615 asommer@fs.fed.us
Description: Implement water quality BMP's at the resort					
Location: UNIT - R5 - Pacific Southwest Region All Units. STATE - California. COUNTY - El Dorado. Meeks Bay Resort.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
R5 - Pacific Southwest Region All Units, Forestwide (excluding Projects occurring in more than one Forest)					
William Kent Campground BMP Retrofit and Administrative Site Redevelopment EA	- Recreation management - Facility management	In Progress: Scoping Start 11/26/2010 Est. 215 Comment Period Legal Notice 05/2011	Expected:06/2011	09/2011	Ashley Sommer 530-543-2615 asommer@fs.fed.us
NEW LISTING					
Description: BMP retrofit of campground and day use beach site. Redevelopment of administrative site to include a fire station, employee offices and public information center.					
Location: UNIT - R5 - Pacific Southwest Region All Units. STATE - California. COUNTY - Placer. William Kent Campground, day use beach site and administrative site.					

Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)					
R5 - Pacific Southwest Region					
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	In Progress: Scoping Start 03/02/2010	Expected:04/2011	06/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide. Current permit terminates 12/31/2010.					
Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.					
Feather River College - Special Use Permit Reissuance CE	- Special use management	In Progress: Scoping Start 08/25/2010	Expected:03/2011	03/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
Description: Reissue a five year permit to Feather River College for outdoor recreation and other college courses on the Plumas National Forest					
Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Plumas. LEGAL - areas throughout Plumas National Forest. National Forest System lands throughout Mt. Hough, Feather River, and Beckwourth Ranger Districts.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)					
Plumas National Forest Public Wheeled Motorized Travel Management	- Recreation management	Completed	Actual: 08/30/2010	11/2010	Pete Hochrein 530-283-7718 phochrein@fs.fed.us
	Description: Would prohibit wheeled motorized vehicle travel by the public off designated roads and trails. Would add 375 miles of existing unauthorized routes to NFS trail system. Would add one 36-acre area as open to wheeled motorized use.				
	Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Lassen, Plumas, Sierra, Yuba. Plumas National Forest.				
EIS					

Plumas National Forest				Beckwourth Ranger District (excluding Projects occurring in more than one District)		R5 - Pacific Southwest Region	
Camp Layman Resort Permit CE	- Special use management	Completed	Actual: 10/22/2010	10/2010	Judy Schaber (530) 836-7126 jschaber@fs.fed.us		
	Description: Issue a 20 year resort permit to the new owners of Camp Layman Resort.						
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R12E Section 19. Camp Layman Resort near Cromberg, California.						
Elwell and Mud Lake Trail Reroutes CE	- Recreation management	Completed	Actual: 12/10/2010	07/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us		
	Description: Reroute sections of the Elwell Trail on the South side to eliminate over grade sections and provide a sustainable tread. Reroute Mud Lake Trail on the north end.						
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R11E Sections 1 & 12. Mt. Elwell Trail, Lakes Basin, South side; Mud Lake Trail North side.						
Eureka Ridge Commercial Christmas Tree Project CE	- Forest products	Completed	Actual: 10/19/2010	11/2010	Maurice Huynh 530-836-2575 mlhuynh@fs.fed.us		
	Description: Hand thinning of most true-fir stands in the form of Christmas Tree cutting by local, non-profit organizations.						
	NEW LISTING						
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - All or portions of T23N, R11E, Section 32 and T22N, R11E, Sections 4, 5, 9, 10, 15, 16, 21, 22, 27 and 28 M.D.M. Project is along Eureka Ridge, just west of Eureka State Park.							

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				
R5 - Pacific Southwest Region					
Frenchman WC Aspen Hand Thin Project	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	Developing Proposal Est. Scoping Start 07/2010	Expected:09/2010	06/2011	Russell Nickerson 530-836-2575 mickerson@fs.fed.us
CE	Description: Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.				
Goat Grazing Tall Whitetop	- Wildlife, Fish, Rare plants	Developing Proposal Est. Scoping Start 03/2009	Expected:04/2009	06/2009	Michael Friend 530-836-7167 mjfriend@fs.fed.us
CE	Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (<i>Lepidium latifolium</i>) in the Ramelli Ranch allotment. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.				
Gold Lake Campground Toilets 3 & 4	- Recreation management	Developing Proposal Est. Scoping Start 01/2011	Expected:08/2011	10/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
EA	Description: Install two new vault toilets at Gold Lake Campground. These toilets would replace the portable toilets that are now being used. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N R12E Section 17. Gold Lake Campground.				
Graeagle Water Diversion Project	- Special use management	Completed	Actual: 11/16/2010	08/2011	Maurice Huynh 530-836-2575 ddrake@fs.fed.us
CE	Description: Updating and replacing equipment for an existing FERC hydroelectric facility. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R12E, Section 21. Graeagle Creek, Graeagle, Plumas County, CA.				
NEW LISTING					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Grizzly Ridge Commercial Christmas Tree Project CE	- Forest products	Completed	Actual: 10/19/2010	11/2010	Maurice Huynh 530-836-2575 mlhuynh@fs.fed.us
NEW LISTING					
Description: Hand thinning of mostly true-fir stands in the form of Christmas Tree cutting by local, non-profit organizations.					
Grizzly Valley, Grizzly Valley Community, and Humbug Allotments EA	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Includes all or portions of T24N, R11E, Sections 3, 9, 10 and 15 M.D.M. Located along Grizzly Ridge in the Brady's Camp area adjacent to the Mt. Hough Ranger District boundary.				
	- Grazing management	Developing Proposal Est. Scoping Start 10/2010	Expected:04/2011	08/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
	Description: Range Environmental Assessment				
Ingalls Project EA	Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31015				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, multiple sections, T 23N, R 12 E and 13E, multiple sections. Beckwourth Ranger District near Lake Davis.				
	- Forest products - Vegetation management (other than forest products) - Fuels management	In Progress: Scoping Start 05/12/2010 Est. Objection Period Legal Notice 04/2011	Expected:06/2011	07/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
Description: Defensible Fuel Profile Zone, group selection, riparian hardwood restoration, road reconstruction, decommissioning, temporary road construction and subsequent decommissioning.					
Web Link: http://www.fs.fed.us/nepa/project_content.php?project=29414					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N R 13E Sec. 3-10, 14-20, 22, 23,25, 26, T 24N R 12E Sec. 1, 2, 11-15, 21-24, T 25N R 12E Sec. 1, 12, 13, 22-27, 33-36, T 25N R 13E Sec. 2-11, 15-22, 27-34. The project area is located near Lake Davis and is approximately 5-10 miles north of the town of Portola.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Jackson Project (old name Happy Jack Project) EA	- Fuels management	In Progress: Scoping Start 09/25/2010	Expected:04/2011	06/2011	Sabrina Stadler 530-836-2575
	- Watershed management	Est. Objection Period Legal Notice 01/2011			sstadler@fs.fed.us
	Description: Defensible Fuel Profile Zone (DFPZ), Group Selection (GS) in addition to, Wildland Urban Interface fuels reduction. Road reconstruction, decommissioning and construction, approx. 10-miles of temp road construction and subsequent decomm. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=20332				
Lake Davis Kiosk Remodel EA	Location:	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T22N, R11E; T22N, R12E; T23N, R11E; T23N, R12E. Approximately 4-11 miles northwest of Portola and 1-7 miles north of Graeagle.			
	- Facility management	Developing Proposal Est. Scoping Start 12/2010	Expected:04/2011	05/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	Description: Remodel the existing kiosk into a sheltered picnic area. Install a new vault toilet with the Sweet Smelling Toilet Design.				
Lake Davis Trail phase 2 EA	Location:	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R13E Section 2. Lake Davis Recreation Area, at dam.			
	- Recreation management	In Progress: Scoping Start 12/08/2010 Est. 215 Comment Period Legal Notice 04/2011	Expected:05/2011	06/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	Description: Continue the non-motorized Lake Davis Trail around Lake Davis from just south of Lightning Tree Campground around the northwest side of the lake.				
Last Chance Creek Watershed Restoration Project Phase II EIS	Location:	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E Sections 20, 21, 22, 29, 32, & 33 and T23N R13E Sections 3 & 10. Lake Davis Recreation Area.			
	- Watershed management	Developing Proposal Est. NOI in Federal Register 11/2010	Expected:07/2011	08/2011	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	Description: Restore the hydrologic function of approximately 8 miles (5 miles located on public lands) of Last Chance Creek.				
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R13E Sections 14, 12 & 11 and T26N R14E Sections 27, 26, 23, 22, 18, 17, 16, 15, 8 & 7. Last Chance HUC 5 Watershed.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Meadow Restoration Monitoring and Evaluation	- Research	In Progress: Scoping Start 11/17/2010	Expected:06/2011	06/2011	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
CE	Description: A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District.				
NEW LISTING	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36.. Eighty-four Individual monitoring site locations throughout the Beckwourth Ranger District.				
Meadowview/Rowland Restoration Project	- Watershed management	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 05/2011	Expected:08/2011	08/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
EA	Description: Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks.				
	Web Link: http://www.fs.fed.us/nepa/project_content.php?project=28848				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.				
Nelson Creek Historic Trail	- Recreation management	In Progress: 215 Comment Period Legal Notice 11/17/2010	Expected:01/2011	06/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
EA	Description: Reopen the historic Nelson Creek Trail from Zumwalt Flat to the LaPorte Rd. Add a few sections of new trail to connect existing trail or correct over grade problems is also being planned.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R10E Sections 36,35, 26, 23, 22, 15. Zumwalt Flat to the La Porte Rd.				
Peters Road Project	- Road management	Developing Proposal Est. Scoping Start 09/2010	Expected:01/2011	02/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
EA	Description: Construct a new road to provide access through the Plumas National Forest to a private land parcel that currently is inaccessible.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R 16E, Sections 19 and 30. Four miles north of Frenchman Lake, Plumas County, CA.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				
Sulphur and Barry Creek Restoration Project EA	- Watershed management	Developing Proposal Est. Scoping Start 03/2011	Expected: 08/2011	08/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	Description: Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area.				
Upper Dotta Canyon Restoration Project EA	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.				
	- Watershed management	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 03/2011	Expected: 07/2011	08/2011	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
Walton's Grizzly Lodge Outfitting and Guiding Permit CE	Description: Project consists of restoring an eastside montane meadow (253 acres) and improving channel stability for 2.9 miles on Red Clover Creek within Dotta Canyon. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=28849				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R14E, Sections 25, 26, & 36. Red Clover Creek Hydrologic Unit Code (HUC) 5 Watershed.				
	- Recreation management	Completed	Actual: 12/06/2010	07/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	Description: This is to issue a 10 year outfitting and guiding permit for camping at Grass Lake in Lakes Basin, Lakes Basin Campground and Clover Valley with up to 20 campers. This also includes hiking into Rock Lake and Long Lake Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N R11E Sections 36 & 1; T22N R12E sections 7 & 8; T25N R12E section 25. Grass Lake, Lakes Basin Campground, Clover Valley near Abby bridge site.				

Plumas National Forest Feather River Ranger District (excluding Projects occurring in more than one District) R5 - Pacific Southwest Region

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Big Buck and Paseo Peligroso Mining Claim Plan of Operations EA	- Minerals and Geology	Cancelled	N/A	N/A	Donna Duncan 530/532-7461 dmduncan@fs.fed.us
	Description: Power sluice mining activity and incidental occupancy for mining claim located in Blue Nose Quad, T22N, R10E, Sec. 1				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R10E, Sec. 1, NW, NE. Access off 23N10 road, Blue Nose Quad, Harrison Flat.				
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	- Wildlife, Fish, Rare plants	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
	Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.				
California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed, near Challenge, CA.				
	- Special use management	Developing Proposal Est. Scoping Start 12/2010	Expected:04/2011	06/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.				
Challenge Work Center Invasive Species Management Project CE	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California.				
	- Vegetation management (other than forest products) - Facility management	In Progress: Scoping Start 01/28/2010	Expected:05/2010	06/2010	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
	Description: This project is designed to control non-native invasive plant species at the Challenge Work Center Administrative Site utilizing IPM practices.				
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T21N, R6E, Sec 7. Challenge Work Center, Feather River Ranger District located in the town of Challenge, CA.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Concow Hazardous Fuels Reduction Project EIS	<ul style="list-style-type: none">- Wildlife, Fish, Rare plants- Forest products- Vegetation management (other than forest products)- Fuels management- Watershed management	In Progress: DEIS NOA in Federal Register 09/30/2010 Est. FEIS NOA in Federal Register 01/2011	Expected:03/2011	03/2011	Carol Spinos 530-534-6500 cspinos@fs.fed.us
Description: Reduce hazardous fuels and restore ecosystems affected by high-intensity wildfire near Paradise, Magalia, Yankee Hill, and Concow.					
Web Link: http://www.fs.fed.us/nepa/project_content.php?project=10083					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Townships 22, 23, and 24 north and Ranges 3, 4, 5, and 6 east. The Concow Project Area is bounded by the No. Fork of the Feather River on the east and Little Butte Creek on the west, in the Wildland Urban Interface near Paradise, Magalia, Pulga, and Concow, CA.					
Grizzly Summit Hazard Tree Project CE	- Forest products	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Description: Hazard tree removal along Oro-Quincy Highway.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11, MDM. Seven miles southwest of Bucks Lake on Highway 162.					
Hawkeye Tunnel Mining Plan of Operation CE	- Minerals and Geology	In Progress: Scoping Start 11/25/2009	Expected:01/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
Description: Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.					
Howland Flat Reforestation CE	- Vegetation management (other than forest products)	Developing Proposal Est. Scoping Start 01/2011	Expected:02/2011	05/2011	Errol Solomon 530-532-7413 esolomon@fs.fed.us
Description: The Feather River Ranger District (PNF) is proposing to reforest and release 30 acres of high mortality (burned) areas within the Howland Flat fire boundary over the next 5 years.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R9E S12. Adjacent to the Howland Flat Cemetery and the La Porte community.					
NEW LISTING					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Know Nothing Roadside Timber Sale	- Forest products	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurfpy@fs.fed.us
	- Road management				
CE	Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7& 8 E., T. 20N)				
Little Grass Valley Campground Restoration	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res. (R. 7& 8 E., T. 20N).			
	- Land management planning	In Progress:	Expected:07/2010	07/2010	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	- Recreation management	Scoping Start 06/01/2009			
CE	- Vegetation management (other than forest products)				
Milsap Bar Campground Rehabilitation	Description: This project involves interplanting conifers for forest health while providing privacy screening within the campgrounds				
	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - 5 sites in T22N R9E S27, 28, 31, 33, 34. Little Grass Valley Campground - Road 57.			
	- Recreation management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
CE	Description: The project consists of maintenance, rehabilitation, modernization and resource protection within the footprint of an existing developed campground.				
On Top Hazardous Fuels Reduction Project EIS	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. T21N, R6E, Sec.2, on the Middle Fork Feather River at 22N62 Road, within the footprint of the Milsap Bar campground.			
	- Vegetation management (other than forest products)	Developing Proposal	Expected:08/2011	05/2012	Mary Webb-Marek 530-532-7462 mwebbmarek@fs.fed.us
	- Fuels management	Est. NOI in Federal Register 12/2010			
EIS	Description: This project will establish DFPZs for fuels reduction and community protection. Group selection and ITS will be considered to test the effectiveness of uneven aged management by promoting multi-storied, ecologically fire resilient forests.				
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R6E, S1-2, 11. T22N, R8E, S5-6. T23N, R6E, S2-3, 10-15, 19-23, 26-30, 33-36. T23N, R7E, S7, 10, 12-16, 18, 21-25, 36. T23N, R8E, S18-20, 29-35. Bucks Lake area from Soapstone Hill on the west, to Mt. Ararat on the east.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				
R5 - Pacific Southwest Region					
Pacific Gas and Electric Company - 12 KV power line extension	- Special use management	On Hold	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
CE	Description: Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.				
Pendola Silviculture Project	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management	Developing Proposal Est. Scoping Start 01/2011	Expected:02/2011	05/2011	Errol Solomon 530-532-7413 esolomon@fs.fed.us
CE	Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2, 11, 12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.				
Provost, Leonard - new permit for existing access road.	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected:06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
CE	Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.				
NEW LISTING					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Richins, Justin - Outfitter/Guide (bear hunter)	- Special use management	Completed	Actual: 10/04/2010	10/2010	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
CE					
	Description: Provide outfitting/guiding opportunities for bear hunting on the Feather River Ranger District.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Sierra, Yuba. District Wide.				
Silvertip Roadside Hazard Timber Sale	- Forest products - Road management	In Progress: Scoping Start 01/15/2010	Expected: 10/2010	07/2011	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
CE	Description: Removal of hazard trees along approximately 4 miles of forest road 22N60 road (silvertip road) in T.22N R.9E.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - All or portion of Sections 12, 13, 14, 22, 23, and 27 - T. 22N., R. 9E. MDM. Silvertip Rd in Plumas County near LaPorte, along approximately 4 miles of forest road 22N60 (silvertip road) from pvt boundary in sec 27 to junction with 22N27 in sec 12 - T.22N R.9E.				
South Feather Water & Power Agency - Special Use Authorization	- Special use management	In Progress: Scoping Start 03/02/2010	Expected: 01/2011	03/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
CE	Description: Continued operation and maintenance of facilities and campgrounds associated with the Sly Creek Recreation Area near Strawberry Valley, CA.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Portions of Sections 16, 17, 18, & 19, T20N, R8E, MDM. Approximately 2 miles north of Strawberry Valley, CA.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
St. Louis Fuels Reduction Project	- Fuels management	Completed	Actual: 12/16/2010	05/2011	JoAnna Arroyo 530-532-7429 jarroyo@fs.fed.us
EA	Description: To protect rural communities and forest from wildfires this project proposes construction of DFPZs for hazardous fuels reduction. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31384				
	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T20N R9E S6, T21N R8E S25, T21N R9E S9, 14, 15, 17, 19, 20, 27, 29, 31, 32. Adjacent to the communities of LaPorte, Strawberry Valley, Clipper Mills, and American House.			

Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
28N17 Indian Creek Rehabilitation	- Wildlife, Fish, Rare plants - Watershed management	Completed	Actual: 09/08/2010	09/2010	Ryan Nupen (530) 283-7712 rnupen@fs.fed.us
CE	Description: The Goal of the 28N17 Indian Creek Arch Rehabilitation is to repair a failing 12.5: wide pipe arch culvert with concrete tail wall and wing walls as well as restore Aquatic Organism Passage (AOP) through this structure. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T.27N, R.12E, Section 5. Indian Creek and National Forest System road 28N17 approximately 500 feet from the intersection with road 28N03.				
American Valley Hazardous Fuels Reduction Project	- Fuels management	In Progress:	Expected: 01/2011	04/2011	Ryan Bauer 530-283-7673 rbauer@fs.fed.us
CE	Description: Hand-thinning, piling and burning, mastication, and underburning to reduce hazardous fuels on approximately 346 acres of public land adjacent to private lands within the WUI around Quincy, CA. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=30042				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Sections 8, 15, 16, 17, 19 and 22. T24N, R9E, Section 24. East and south of American Valley and the community of East Quincy, California.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Belden, Eva, Alta, Long Bar Placer Exploration Project	- Minerals and Geology	Developing Proposal Est. Scoping Start 12/2010	Expected:04/2011	05/2011	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
EA	Description: Exploratory mining operation involving removal of flood overburden with a backhoe and bulldozer. Samples would be transported to a processing unit consisting of a wash plant, sluice boxes and settling pond using water from the river. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R6E, Section 24, MDBM. Belden, CA along the south side of the Feather River.				
NEW LISTING					
Black Gulch Stream Stabilization Project	- Wildlife, Fish, Rare plants - Watershed management	Completed	Actual: 10/07/2010	10/2010	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
CE	Description: Stabilize the crossing of NFS road 25N95 at Black Gulch where the culvert is resulting in excessive erosion and obstructing aquatic organism passage. Actions include culvert removal, placement of large rock, and revegetation with riparian species. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=32425 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, SE1/4 of section 17. Crossing of NFS road 25N95 at Black Gulch.				
Bucks Lake Fuels Reduction and Roadside Hazard Tree Removal Project	- Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management	Developing Proposal Est. Scoping Start 02/2011	Expected:03/2012	08/2012	Michelle Coppoletta 530-285-0555 mcoppoletta@fs.fed.us
EA	Description: Removing hazardous trees along roads and recreation sites, thinning along roadways to reduce fuels, and implement road maintenance activities to restore watershed health. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=18963 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Sections 1,3,4,9,11,12. T23N, R8E, Sections 5,6,7,18. T24N, R7E, Sections 27, 28, 29, 32, 36. T24N, R8E, Sections 18 and 32. The project is located about 10 miles west of Quincy, California. National Forest System Roads 24N24, 24N29Y, 24N33, 24N34, 24N87X and Plumas County roads 414 and 423.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Bucks Lake Lodge					
EA	- Recreation management	Developing Proposal Est. Scoping Start 12/2010	Expected: 04/2011	06/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
NEW LISTING	Description: Reconstruction of the main building of the Bucks Lake Lodge which burned in Jan 2010. The lodge would consist of a restaurant, bar and store approximately 1400 to 2000 square feet in size.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Section 3, MDBM. Bucks Lake along the Oroville-Quincy Highway.			
Canyon Culverts Project					
EA	- Land ownership management	Developing Proposal Est. Scoping Start 12/2010	Expected: 05/2011	06/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
NEW LISTING	Description: Installing new culverts and construction of staging areas & access roads to facilitate the replacements. New culverts will be installed either in place of the existing culverts or above the existing structures (some existing culverts will be plugged)				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R4E, Sec 30; T22N, R4E, Sec 22; T24N, R6E, Sec 10; T25N, R6E, Sec 35; T25N, R9E, Sec 15 MDBM. Multiple Locations in Plumas and Butte Counties.			
Cattle Springs MYLF Project					
CE	- Wildlife, Fish, Rare plants	In Progress: Scoping Start 10/07/2010	Expected: 01/2011	06/2011	George Garcia 530-283-7828 ggarcia@fs.fed.us
NEW LISTING	Description: This project will deepen two existing ponds at Cattle Springs in order to provide better overwintering habitat for first year Mountain Yellow-legged Frog tadpoles. This project will also construct a small enclosure fence around the ponds.				
	Web Link:	http://www.fs.fed.us/nepa/project_content.php?project=34125			
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23N, R9E, Section 9. This project is located at Cattle Springs where NFS Road 23N68 terminates.			
Dark Ravine Placer Exploration Project					
CE	- Minerals and Geology	In Progress: Scoping Start 12/14/2010	Expected: 02/2011	04/2011	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
NEW LISTING	Description: This mining exploration project would first using a mini excavator and highbanker to process gravel deposits in the upper portion of the claim. The next phase would use a portable trommel and backhoe to test the thicker gravel deposits.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 23 & 24, MDBM. 5 miles southwest of Greenville, CA in Dark Ravine.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Dawn Institute - new permit for existing water system	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected: 06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
CE	*NEW LISTING*				
Dutch Hill Tunnel EA	Description: Continued use and maintenance of an existing water system that supplies water, including two spring boxes, one pump housing, electrical box and appurtenances, and approximately 1600' of pipe line.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Section 3. Near Indian Falls.			
	- Minerals and Geology	Cancelled	N/A	N/A	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Farnworth, Melvin & Dorothy - new permit for existing water system. CE	Description: This proposal would allow Dennis Scott (owner) and James Moffat (operator) to conduct underground placer mining on the Boomerang claim.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 8 and 17, MDM. Along the 26N42Y road, Barker Gulch, Seneca, CA.			
	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected: 06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
NEW LISTING					
Gold in Seneca Placer Mining CE	Description: Continued operation and maintenance of a water system, including reservoir and access road.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Section 15. Approximately 2 miles east of Quincy, California.			
	- Minerals and Geology	Completed	Actual: 12/14/2010	06/2011	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description: Exploratory mining in the Golden Rivers claims. Up to 22 trenches will be excavated. Material will be processed through a trommel with a self contained, re-circulating water supply.				
	Location:	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 16 & 17. Northwest to the 26N14 road, approximately 1 mile from Seneca.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Greenhorn Creek Restoration Project EA	- Wildlife, Fish, Rare plants - Watershed management	In Progress: Scoping Start 09/15/2010 Est. 215 Comment Period Legal Notice 03/2011	Expected:05/2011	08/2011	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
	Description: A RAC project proposed to restore trout populations and bank stability to Greenhorn Creek in American Valley. Fish passage and bank stabilization improvements would be made in six locations along Greenhorn Creek. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31639				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project is located in Township 24N, Range 10E and Sections 21, 16, 17, 8 and 7. The project area encompasses private lands and NFS land along Greenhorn Creek in American Valley.				
Halstead Campground Timber Sale CE	- Recreation management - Facility management	In Progress: Scoping Start 10/06/2010	Expected:01/2011	06/2011	Andrew Hart 530-283-7643 ahart@fs.fed.us
	Description: The purpose of this project is to remove approximately 25 hazard trees and slash within Halstead Campground in order to create a safer facility. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34128				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, section 22 MDM. The Halstead Campground Timber Sale is located northeast of Twain on Highway 70.				
Hyde, David - new permit for existing water system CE	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected:06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	Description: Continued operation and maintenance of a water system that includes an intake box and approximately 200' of 4" pipe line is on National Forest System lands. Supplies water for domestic purposes.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R10E, Section 12. 3 1/2 miles southeast of Taylorsville.				

NEW LISTING

NEW LISTING

Hyde, David - new permit for existing water system

CE

Halstead Campground Timber Sale

CE

Description: The purpose of this project is to remove approximately 25 hazard trees and slash within Halstead Campground in order to create a safer facility.

Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34128

Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, section 22 MDM. The Halstead Campground Timber Sale is located northeast of Twain on Highway 70.

- Special use management

Developing Proposal
Est. Scoping Start 01/2011

Expected:06/2011

07/2011

Linda Morehouse
Braxton
530-534-6500
lmorehousebraxton@fs.fed.us

Description: Continued operation and maintenance of a water system that includes an intake box and approximately 200' of 4" pipe line is on National Forest System lands. Supplies water for domestic purposes.

Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R10E, Section 12. 3 1/2 miles southeast of Taylorsville.

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Jatczak, Casimir and Diane - new permit for existing water system CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
		- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected:06/2011 07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
NEW LISTING					
Description: Continued use and maintenance of an existing water system, including 1550' of 4" water line and a collection box.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 14. Highway 70 corridor near Twain.					
Keddie Hazardous Fuels Reduction Project EIS	- Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management	In Progress: NOI in Federal Register 04/01/2010 Est. DEIS NOA in Federal Register 02/2011	Expected:08/2011	06/2012	Katherine Carpenter 530-283-7619 kcarpenter@fs.fed.us
	Description: Construction of fuelbreaks known as Defensible Fuel Profile Zones, thinning and group selection harvests, protection and enhancement of sensitive plant and wildlife habitat, road improvements, and noxious weed treatments.				
	Web Link: http://www.fs.fed.us/nepa/project_content.php?project=19040				
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Keddie Project is within 103,329 acres. Please see "Other Project Information" for the "Legal Land Description". Keddie Project is within the vicinity of Keddie Ridge, Round Valley Reservoir, and Mt. Jura. Communities within include Greenville, Crescent Mills, and Taylorsville, California.					
Keddie Ridge Roadside and Deck Salvage Sale Project CE	- Forest products - Vegetation management (other than forest products)	In Progress: Scoping Start 10/14/2010	Expected:01/2011	06/2011	Andrew Hart 530-283-7643 ahhart@fs.fed.us
	Description: This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.				
	Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34562				
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.					
NEW LISTING					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Little Golden Grizzly Placer Exploration CE	- Minerals and Geology	Completed	Actual: 10/20/2010	03/2011	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Description: Exploratory mining utilizing a backhoe to excavate 10 to 15 test trenches. Samples will be processed through a trommel or a highbanker. A settling pond will be excavated at the site.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R11E, Section 35 and T24N, R11E, Section 2. Little Grizzly Creek.					
Massack Water User Association - new permit for an existing water system. CE	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected: 06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Description: Continued operation and maintenance of an existing water system, including approximately 6,900' of 2" diameter pipeline, a storage tank, and springbox, which supplies water to the Association.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Sections 23 and 26. Approximately 5 miles east/southeast of Quincy, California.					
Peter, James - new permit for existing water system. CE	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected: 06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Description: Continued operation and maintenance of a water system that includes a concrete diversion dam (2' x 15'), and 3,380' of 8" diameter pipeline. Supplies water for irrigation purposes and hydroelectric power.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R10E, Sections 7 and 8. Approximately 5 miles northeast of Taylorsville, CA.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
R5 - Pacific Southwest Region					
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Rattlesnake Hill Timber Sale	- Vegetation management (other than forest products) - Special use management	In Progress: Scoping Start 10/12/2010	Expected: 01/2011	06/2011	Andrew Hart 530-283-7643 ajhart@fs.fed.us
NEW LISTING CE	Description: This project is proposed to sell trees felled and left in place by CA Department of Water Resources near the Rattlesnake Hill snow sensor site. This project would also fell and remove roadside hazard trees on NFS road 26N38 leading to the site.				
	Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34163				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Sections 33, 35, and 35, T26N, R8E, Sections 2 and 11. Trees would be removed at the Rattlesnake Hill snow sensor site and along 4.6 miles of NFS road 26N38 from Seneca road up to the snow sensor site.				
Robbins, James & Lois - new permit for an existing water system. CE	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected: 06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	Description: Continued operation and maintenance of an existing water system, consisting of a stream diversion with a 2' x 4' collection box and approximately 1,260' of buried steel and plastic pipeline. Supplies water for irrigation and firefighting purposes.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 23. Approximately 1 1/2 miles east of Twain, California.				
Silver Fire Fuel Reduction Project CE	- Vegetation management (other than forest products) - Fuels management	Completed	Actual: 10/27/2010	06/2011	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
	Description: This project would reduce small fuels by hand thinning, piling and burning, modify small fuels by hand thinning, lopping and scattering, and provide opportunity for firewood gathering in designated areas within the area burned by the Silver Fire.				
	Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31610				
NEW LISTING	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, with a small spot in the SE 1/4 SE 1/4 of east 1/2 of Section 9, T24N, R8E, and the east 1/2 of Section 16, T24N, R8E, with a small spot in the SE 1/4 SE 1/4 of Section 4, T24N, R8E. The Silver Fire burned approximately 307 acres, west of Meadow Valley, CA and can be accessed by NFS road 24N30A.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				
Snake Lake Campground Enhancement Project EA	- Recreation management	Developing Proposal Est. Scoping Start 12/2010	Expected: 05/2011	06/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
NEW LISTING					
Description: Improvements to the existing Snake Lake CG including 8 new equestrian campsites, 15 picnic tables, fire rings, grills, handicapped accessible route to the restroom, 8 horse corrals and mounting ramps, access road and spurs for new sites and thinning.					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Section 6, MDBM. Snake Lake Campground, 4 miles northwest of Quincy, CA.					
Sundew Campground Host Septic System CE	- Recreation management - Facility management	Completed	Actual: 10/06/2010	10/2010	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
Description: The Mt. Hough Ranger District is proposing to install a campground host site septic system in Sundew Campground across from site #1, at Bucks Lake Recreation Area. Construction activities would be limited to 1,200 square feet.					
Web Link: http://www.fs.fed.us/nepa/project_content.php?project=33562					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 7E, Section 28. Sundew Campground, Bucks Lake Recreation Area.					
Sundew Campground Timber Sale CE	- Recreation management - Forest products - Facility management	Completed	Actual: 10/28/2010	10/2010	Andrew Hart 530-283-7643 ahart@fs.fed.us
NEW LISTING					
Description: This project proposes to fell and remove approximately 13 dead trees within the Sundew Campground and remove one felled tree adjacent to the campground.					
Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34129					
Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R7E, Section 8. The Sundew Campground Timber Sale is located on National Forest System road 24N33 in the Bucks Lake area.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Sweetwater Marsh Fen Enhancement	- Special area management - Wildlife, Fish, Rare plants - Vegetation management (other than forest products)	Completed	Actual: 10/26/2010	11/2010	James Belsher-Howe 530-283-0555 jbelsher-howe@fs.fed.us
NEW LISTING	Description: This project is designed to improve the functionality of Sweetwater Marsh Fen by thinning small conifers 10" dbh and smaller and installing a series of small log check dams in order to slow water and material (peat and sediment) flow out of the fen. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34107				
Wildcat/Boulder Restoration Project	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R 9E, Section 20 SE 1/4 of SE 1/4. Sweetwater Marsh Fen (aka Darlingtonia Bog) within the Butterfly Valley Botanical Area.	- Watershed management	Developing Proposal Est. Scoping Start 02/2011	Expected:09/2011	10/2011 Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
EA	Description: Stabilize stream bed, improve aquatic species passage, and reduce sediment transport rates. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=32416				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R12E, Sections 2 and 15, T24N, R 13E, Section 31; T28N, R12E, Sections 21, 26, 27 and 36. Boulder Creek and Thompson Creek, north of Antelope Lake.				

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This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Stottlemeyer, Donna

From: Jim Flurry [jimflurry@hotmail.com]
Sent: Friday, January 14, 2011 9:05 AM
To: Dukes Diner; Nicoletti, John; Board Comments
Cc: Baker, Shirley
Subject: Commendation of Mr. Chou Her - Adult Services Division

Dear Supervisors Abe, Vasquez, Nicoletti, Griego, and Stocker:

As a citizen whose elder Mother is attended to in part by the Yuba County Adult Services Division, I want to call your special attention to a remarkable employee who will make each of you proud to be associated with such innovative and compassionate service case-workers as Mr. Chou Her.

In the note below, addressed to Program Manager Shirley Baker, you will see our family's deep appreciation for the extraordinary professional work of Mr. Her. Though he attends to over 160 elders in our county, his every moment in my aged Mother's home brings her tranquility and skilled assurances of superb care.

Similar to the School District honoring employees, I am certain you as Supervisors have your eyes and ears open in order to "catch someone being incredible." Here is one man who warrants your attention.

Dear Shirley Baker, Program Manager for Adult Services Division,

I would like to formally commend one of your employees, Mr. Chou Her.

He has been assigned as case-worker for my 89-year-old Mother over the recent three years.

Mr. Her always goes "above and beyond" to assure we have all the information needed to provide the very best care and wellness regimen for my Mother. She eagerly receives him when he visits, even though she may forget his name. She always recognizes his caring. She is always happier because he has visited. And so are we.

On the occasions when we have shifted care providers, Mr. Her has always made certain the person has adequate training and skill-sets to be the very best.

Yesterday he arrived at my Mother's home site, meeting with our current care-provider and me. His intention was to evaluate her current condition as an the annual assessment of my Mother's care. Mr. Her was very cognizant of her ongoing dementia and responded with a generosity of his spirit that maintained her dignity and serenity.

Mr. Her is an employee who certainly deserves the highest professional praise for going to such lengths and representing the entire department in the very best light.

I absolutely believe that his care has contributed to the ongoing wellness and peace of my Mother.

I stand with an ovation to Mr. Her and to those who have the wisdom to hire this man of excellent integrity and committed action.

Sincerely,

Jim Flurry

Trustee - Board of Marysville Joint Unified School District

As our honored and elected County Supervisors, each of you carries a heavy load. Each of you has my appreciation for what you do and have done for this amazing county we call home.

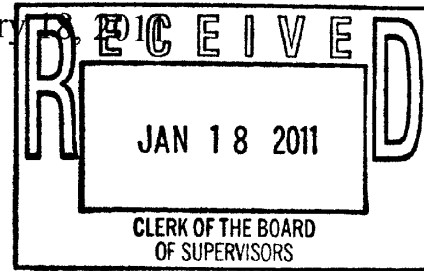
Thank you.

Jim

Jim Flurry 530-412-2738 mobile 530-741-0808 home

Yuba County Board of Supervisors
County Council
Yuba County Community Development & Services Agency
Yuba County Sheriff Steve Durfor
Yuba County Code Enforcement Division

January 13, 2011



Re: The Joshua House Men's Center owned by The Crossroads Church of Yuba City.

This packet of information contains newspaper articles, Joshua House ads, CA Department of Drug and Alcohol Codes, and a brief history of Yuba County's letters, e-mails and phone conversations involving Mr. Clark of The Crossroads Church. Mr. Clark is the Joshua House's representative.

The Appeal Democrat articles contain direct statements made by Mr. Clark that lead us to question the legality of the services being offered at The Joshua House. These statements have been cross-referenced to ADP definitions and guidelines. We have included highlighted examples in this packet.

In addition, this packet includes a brochure that advertises many services offered at The Joshua House. This organization is blurring the definitions of services allowed by the ADP to guise its operations at The Joshua House. Services mentioned like "a health screening" that require a license or certification warrant a closer look from The ADP and Yuba County.

The brochure in it's self blurs the ADP's CA Admin. Code title 9, 10505 b. that disallows any entity shall represent by any means that it is operating or maintaining a facility which provides 24-hour non-medical, residential care for alcoholism or drug abuse recovery or treatment services.

This brochure also lists the names of the residents living at The Joshua House. Despite the fact that Mr. Clark assured us at a neighborhood meeting that men who have sexual type offences in their record would not occupy the home, we have researched and found that one of the residents has felony arrests for offences of a sexual nature.

In addition, when Yuba County code enforcement visited The Joshua House, it was discovered that the "Director" Robert Wright was living in a second dwelling on the property and not in the main house as was promised by Mr.

Clark. Neighbors were reassured by Mr. Clark at that meeting that the men would be supervised 24 hours a day and the home would have some kind of a security system as an added precaution.

We have also reported to The Yuba County Sheriff's Department numerous crank phone calls to at least four of the neighbors of The Joshua House. Questions like "What do you think of The Joshua House?" and other remarks confirm these calls are linked.

The Yuba\Sutter Probation Department verified that they have placed two individuals at this address. Because the probation department does have physical access to this address, The Brophy Farming Community is requesting that up-to-date records are made available to local law enforcement as to who is living at this address and if they are receiving treatment for any drug, alcohol, abusive or sexual type of addictions. If a registered sex offender does move into our neighborhood, internet sites would have up-to-date information neighbors could access for their protection.

If anyone living in this home is receiving off-site drug or alcohol treatment, The Joshua House cannot claim a "sober living home" status, but must be defined as a residential treatment home. Residential treatment homes require a license to operate. This would give some reassurance that Yuba County is monitoring our neighborhood in any way possible to ensure our safety and well-being.

Because The CA Department of Drug and Alcohol has failed to address our concerns in a timely manner, we have filed a complaint to the ADP Internal Affairs Department. We encourage Yuba County to also file a complaint.

We question if the ADP will ever take action in our behalf. The ADP website is "Sober Home" friendly offering Anti-NIMBY workshops and links to web-sites that provide additional services to these unlicensed facilities. Any assistance Yuba County can provide on our behalf in this matter is greatly appreciated.

Sincerely,

The Brophy Farming Community

Contacts:

Lew Clift 742-1440

Marcie Baker 743-7374

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



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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

September 8, 2010

Jim Clark
Crossroads Community Church
445 B Street
Yuba City, CA 95991

RE: 4004 Hammonton-Smartsville Road – Joshua's House

Dear Mr. Clark:

This letter is an official request for information on Crossroads Community Church's intended use of the property located at 4004 Hammonton-Smartsville Road in Yuba County. Below is a brief summary of past meetings/correspondence between the Planning Department and you regarding this issue. Page two of this letter includes a list of information that the County is requesting you submit to the Planning Department no later than 5 p.m. on September 17, 2010.

Between August 6 and August 18, 2010 Ed Palmeri exchanged several e-mails and phone calls with you requesting information be provided to the County regarding the intended use of the above referenced property. Although several documents were submitted to the County, basic information requested such as a general description of the rehab operation and number of residents served was never submitted.

On August 26, 2010 you met with the Planning Department and Supervisor Abe regarding the site. At that meeting, you explained the site would be used as a residential home (Joshua's House) for men that were recovering from alcohol and/or drug related additions. You indicated that a variety of faith based services/training would be provided to the residents of Joshua's House. At that meeting you agreed to provide a written description of the facility and services that would be provided as well as any documentation indicating that the facility did not require a license from the State.

On Monday, August 30, 2010 you provided a project description written by David Anderson. Mr. Anderson's description indicates that the site will be used in an agricultural capacity with a family as the primary occupants and guests staying at the site to learn about farming activities.

On Wednesday, September 1, 2010 I had a brief conversation with you regarding the apparent change in operation of the site. You indicated that the Church was considering other options for the site given the potential issues with a residential care facility. On September 2, 2010 I sent

you an e-mail requesting that you verify in writing the Church's intentions. To date, I have not received a response.

Please provide a written response clearly indicating how the Church intends to use this property.

Residential Care Home. If the intent is to use it as a residential care home please provide the following information:

1. Type of care facility.
2. Number of residents that will live at the facility and number of live-in caretakers.
3. Documentation from the appropriate State agency verifying that you either have a State license or that you do not need a license. Please include State agency contact information.
4. Name and contact information for person running the facility.

Agricultural Operation. If the intent is to operate a facility consistent with the project description written by David Anderson, the following information is needed to determine whether the use is permitted at that location and the types of permits needed if any:

- A. The information included in the project description lists activities that are not typical of a single family household or small family farm and exceed the types of activities that would be consistent with a home occupation. Based on information provided it appears that the operation would fall into one of the following categories:
 1. a working farm with farmworkers residing on the property;
 2. an agricultural technical school for adults; or,
 3. a farmstay/agricultural homestay which is similar to a bread and breakfast except that it is part of an operating farm. These facilities provide room accommodations and meals to registered guests.

Please indicate which category most closely describes the intent of the agricultural operation.

- B. Please provide more information on the guests/farmworkers/students:

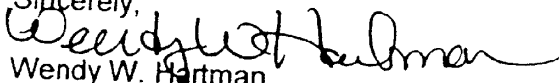
1. Maximum number of people outside of the family members that would be residing/staying at 4004 Hammonton-Smartsville Road at any given time.
2. Maximum length of time that guests/students/farmworkers would be allowed to reside/stay at the site during a twelve month period.
3. Will the guests/students/farmworkers be residing in the main house or guest house?
4. Number of employees outside of the family members and guests/farmworkers/students that will be working at the site, but not living there.
5. Target audience: is the facility open to the general public or must meet certain criteria to be a guest/student/farmworker. If not open to the general public what is the criteria?
6. List all services/training that will be provided to the guests/farmworkers/students including faith based services.

7. Will the facility be operated seasonally based on crops being grown or year round?
8. Will you be working with any state, federal, or local agencies regarding referrals of students/farmworkers to the program/farm or placement of the students/farmworkers after completing training? If the answer is yes, please list the agencies you will be working with.

Please feel free to provide any other pertinent information.

Based on your response additional information may be needed in order to make a determination on whether the use is permitted or additional permits are required. Please provide a response to the above information no later than 5 p.m. September 17, 2010.

Sincerely,


Wendy W. Hartman
Planning Director

CC: Yuba County Board of Supervisors
Robert Bendorf, CAO
County Counsel
Kevin Mallen, CDSA Director
Sherriff Durfor

appeal democrat.com

Residential program for drug, alcohol abuse planned near Linda

By Ben van der Meer/Appeal-Democrat

2010-08-27 20:59:23

A pastor bringing a residential home for drug and alcohol addicts to a rural area outside Linda said he confident the program and its members will prove to be good neighbors.

Meanwhile, Yuba County officials are waiting on a response from the county counsel's office as to whether Joshua House, at 4004 Hammonton-Smartsville Road, will require permitting before it can begin operation.

"We want to make sure if they're operating, that they're operating legally," said Ed Palmeri, the county assistant planning director. "We still need to determine what the county needs to do."

The home, slated to go into full operation next Wednesday, has drawn strong opposition from about 10 neighbors who fear the home's residents will wreck the neighborhood in image if not practice.

But Pastor Jim Clark of Crossroads Community Church in Yuba City, which will operate the men's home, said such fears are overblown.

"Our vision is to have a residential home to help treat those who have addictive behaviors," Clark said. "We think the Bible has the answers, and we can teach them work ethic and how to live with discipline."

Clark said the home will have no more than six residents to start, which would keep it from having to apply for a conditional-use permit from Yuba County. It's possible, he said, the home may eventually have up to 12 residents, which would require a county permit.

While living at the home, the men will be in a 12-month program and subject to regular drug testing, and one failed test grounds for dismissal, Clark said. Leaving the premises will also result in immediate expulsion.

The home won't take men who have recently gotten out of prison, he added, and the men won't be able to meet with friends or family on site.

Because the home won't offer doctor-based drug and alcohol treatment, it won't require a license from the state Department of Alcohol and Drug Programs. Clark said the men won't be receiving such services elsewhere, either.

Robert Wright, who will be the home's site director, said he will bring both seven years of experience working with addicts and a no-nonsense attitude to the job.

"I'll make sure my neighbors are happy," said Wright, who has worked for the last few years at Buddy

she helped McDonald repaint the ceiling in the mobile home. But that was before McDonald mentioned finding the body,

heard.

Lela McDonald held a tissue to her eyes during her niece's testimony.

Deputy Detective Bryan

found in late November at the bottom of a levee near Beer Can Beach. On March 1, two fishermen found his skeletal arm hanging from

fallen at the site fishing, but had no gear. Plastic garbage cans were bed of the truck. G

SOBER: Planning director can't commer

From A1

allows regulatory agencies to exercise their full (discretion) in consideration of the development plans and operations for the property mentioned," the first letter, dated Oct. 13, states.

The letter then requests the county stop the house's operation until Clark, pastor at the affiliated Crossroads Community Church in Yuba City, provides documentation stating the house doesn't need a state permit, and fully explains his plans for the house.

In the second letter, the group relates an incident Wednesday where a gravel truck making a delivery at the house used a neighbor's driveway to turn around, damaging orchard trees and irrigation lines. That letter also calls for further action by the county.

Marcie Baker, one of the two residents who signed the letter, said she couldn't comment on the first letter until she and other neighbors met to discuss the issue Thursday evening.

Clark, who said he met with Yuba County officials Thursday, said he's committed to working under whatever the county requires.

The sober living facility, which has six residents, including four in the program, is designed to help men overcome addictions through counseling and prayer. Clark said the men are tested regularly for drugs, follow a regimented schedule and are watched closely.

"They're not wandering the property, they're not having friends over," Clark said, adding other sober living homes the church is affiliated with have proven to be good neighbors.

Joshua House opened under a county use permit

home doesn't require a state permit.

Clark said he'd like to eventually have up to 20 residents at the house, but he'll follow the county's stipulations to do so. Two of the residents in the program are on probation, he said.

County Planning Director Wandy Hartman said she couldn't comment on Joshua House until the Board of Supervisors takes action. The Oct. 13 letter, and possibly the one sent Thursday as well, will be part of the board's correspondence at Tuesday's meeting.

Supervisor Roger Abe, whose district includes the home and its surroundings, said he's frustrated by the situation.

County staff has asked the state Department of Alcohol and Drug Programs for comment on whether the state or the

county has proper jurisdiction, but have yet to receive a response, he said.

"And I know the people out there are waiting and looking for something to get done," he said.

Clark said he believes the neighbors opposed to the home's presence may

be implacable, but also in the minor nearby residents.

"I do have a because a lot of information was about this house." "If I heard some things they heard, ably be concerned

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www.sutteronestop.com



Medical?
Non-Medical

Oct 25 4:30
Sept 25 2010

YUBA CITY

Event planned for Joshua House

Crossroads Community Church is hosting its first Fundraising Banquet for Joshua House Men's Center Oct. 28 at 415 B-St., Yuba City.

Beginning at 7 p.m., the event includes a three-course dinner, music by the Teen Challenge Choir and guest speaker Joan

Smith of the Twin City Crisis Center.

The banquet also includes drawings, door prizes and a silent auction.

Joshua House Men's Center is a 12-month, live-in program for men in the Yuba-Sutter area with addictive behaviors. The program works with Yuba and Sutter County probation department.

Tickets are \$10 and can be purchased at the church office. For more information, call the church at 751-0168.

Community of Faith appears Saturday.

Send items to Community of Faith, Appeal-Democrat, 1530 Ellis Lake Drive, Marysville, CA 95901 or fax them to 741-0140. Please send information two weeks before the event or registration deadline.



appealdemocrat.com

Neighbors want sober living house shut down

By Ben van der Meer/Appeal-Democrat

2010-10-21 23:57:21

Neighbors of a sober living facility on Hammonton-Smartsville Road have told Yuba County they've had enough: They want the house shut down, accusing its operators of being secretive and inconsiderate.

In two letters to the county and related agencies, one sent Thursday, a group of neighbors calling themselves the Brophy Farming Community demand the county take action against the Joshua House, 4004 Hammonton-Smartsville Road, east of Linda.

"After two months of verbal and written requests from Yuba County, Mr. Jim Clark of The Cross Roads (sic) Church has supplied insufficient information that allows regulatory agencies to exercise their full (discretion) in consideration of the development plans and operations for the property mentioned," the letter, dated Oct. 13, states.

The letter then requests the county stop the house's operation until Clark, pastor at the affiliated Crossroads Community Church in Yuba City, provides documentation stating the house doesn't need a state permit, and fully explains his plans for the house.

In the second letter, the group relates an incident Wednesday where a gravel truck making a delivery to the house used a neighbor's driveway to turn around, damaging orchard trees and irrigation lines. The letter also calls for further action by the county.

Marcie Baker, one of the two residents who signed the letter, said she couldn't comment on the first letter until she and other neighbors met to discuss the issue Thursday evening.

Clark, who said he met with Yuba County officials Thursday, said he's committed to working under whatever the county requires.

The sober living facility, which has six residents, including four in the program, is designed to help men overcome addictions through counseling and prayer. Clark said the men are tested regularly for drug use and follow a regimented schedule and are watched closely.

"They're not wandering the property, they're not having friends over," Clark said, adding other sober living homes the church is affiliated with have proven to be good neighbors.

Joshua House opened under a county use permit the property had for a previous incarnation as a care home. Because it doesn't have licensed staff, the home doesn't require a state permit.

Clark said he'd like to eventually have up to 20 residents at the house, but he'll follow the county's stipulations to do so. Two of the residents in the program are on probation, he said.



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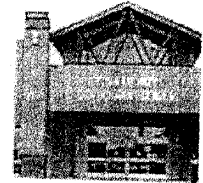
Review your January and February gas use and receive a bonus credit of up to 20% this season.

appealdemocrat.com



**YUBA COUNTY
INSIDER**

Ben van der Meer digs into his notebook for nuggets



County still waiting on answers about Joshua House

September 20th, 2010, 12:22 pm · Post a Comment · posted by [bvandermeer](#)

Last week, we had an update on Joshua House, the sober living facility on Hammonton-Smartsville Road that has some neighbors upset. We couldn't reach county officials for a direct comment, but county planning director Wendy Hartman had told county supervisors earlier in the week that she'd sent a letter of complaint to the state over non-responsiveness from officials working with the house. Hartman was apparently out sick until today, but she followed up to say the county still can't offer a "yea or nay" on the facility because they haven't gotten enough information. Still.

She said after the county sent a letter on Sept. 8, she's since met with a man who's identified himself as a consultant working with the church behind Joshua House. Another meeting is scheduled for Tuesday.

The county's also received a response indicating the house will have some aspects of an agricultural operation, with residents learning agricultural skills from a family at the house. County officials said that's a change from what they understood was originally proposed at the house.

Pastor Jim Clark said last week the house is operating, though he hasn't decided whether to eventually serve more people beyond the five living there now as they try to overcome addiction issues.

Whatever is decided, for now county officials say there are still more questions than answers.

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3

Posted in: Uncategorized



Fact Sheet:



Alcohol- and Drug-Free Housing (Sober Living)

General Information

Alcohol- and drug-free houses (also known as sober living homes) are important in supporting treatment and recovery services in a community by helping recovering persons to maintain an alcohol- and drug-free lifestyle. Residents are free to organize and participate in self-help meetings or any other activity that helps them maintain sobriety. The house or its residents: do not and cannot provide any treatment, recovery, or detoxification services; do not have treatment or recovery plans or maintain case files; and do not have a structured, scheduled program of alcohol and drug education, group or individual counseling, or recovery support sessions. Persons typically become residents of an alcohol- and drug-free house after being in a licensed non-medical residential alcohol or other drug recovery or treatment facility. However, participation in a licensed facility is not necessarily a prerequisite for residency.

Alcohol- and drug-free houses are not required to be licensed nor are they eligible for licensure. By definition, they do not provide alcohol or drug recovery or treatment services and are, therefore, not subject to regulation or oversight by the State Department of Alcohol and Drug Programs (ADP).


These houses have three things in common:

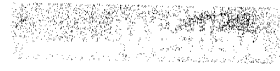
- They ensure that a person who is in recovery lives in an environment that is free from alcohol and drug use.
- The residents themselves reinforce their recovery through support with other recovering persons.
- The residents are free to voluntarily pursue activities to support their recovery, either alone or with others.

If you need an alcohol- and drug-free house

General information about alcohol- and drug-free housing is useful; however, personal investigation is essential. If you are interested in a particular house, you may wish to consider whether:

- The house appears clean and well maintained.
- There is a rental agreement for each resident, signed by the owner, representative, or landlord, and the resident, that clearly shows the amount of any deposit, refund policy, rent payment schedule, policy on return of rent if a person leaves, and housekeeping responsibilities.
- There are other conditions of residency.
- There is a written policy dealing with the use of alcohol or other drugs.
- Local planning officials have any record of local ordinance violations at the house.
- Residents, or former residents, who are willing to speak with you about their experience with the house, have good things to say about it.
- It is recommended to you by the staff of a licensed facility, by the county alcohol or drug program administrator, or by other personal contacts knowledgeable about alcohol or drug abuse treatment or recovery.

- (10) "Day" means calendar day unless otherwise specified.
- (11) "Detoxification Service" means a service designed to support and to assist an individual in the alcohol and/or drug withdrawal process and to explore plans for continued service.
- (12) "Department" means the Department of Alcohol and Drug Programs.
- (13) "Director" means the Director of the Department of Alcohol and Drug Programs.
-  (14) "Education Session" means a planned, structured, didactic presentation of information related to alcoholism and alcohol or drug abuse.
- (15) "Evaluator" means any agent or employee of the Department who is authorized by the Director to conduct licensing evaluations on behalf of the Department.
- (16) "Facility" means a residential alcoholism or drug abuse recovery or treatment facility.
- (17) "Facility Administrator" means the individual responsible for the overall management of a residential alcoholism or drug abuse recovery or treatment facility.
- (18) "Goal" means a general statement of the applicant's or licensee's purpose in operating an alcoholism or drug recovery or treatment facility.
- (19) "Group Session" means group interaction that encourages residents to identify and resolve alcohol- and/or drug-related problems, to examine personal attitudes and behavior, and provides support for positive changes in life style and recovery from alcoholism and/or drug abuse.
- (20) "Illicit drug" means any substance defined as a drug in Section 11014, Chapter 1, Division 10 of the Health and Safety Code, except:
- (A) Drugs or medications prescribed by a physician or other person authorized to prescribe drugs, pursuant to Section 4036, Chapter 9, Division 2 of the Business and Professions Code, and used in the dosage and frequency prescribed; or
 - (B) Over-the-counter drugs or medications used in the dosage and frequency described on the box, bottle, or package insert,
- (21) "Individual Session" means a private interaction between a resident and program staff which focuses on identification and resolution of alcohol- and/or drug-related problems, to examine personal attitudes and behavior and other barriers to recovery.
- (22) "Licensee" means the entity identified on the license(s), issued by the Department of Alcohol and Drug Programs, to provide residential alcoholism or drug abuse recovery or treatment services in accordance with the provisions of Chapter 7.5 (commencing with Section 11834.01), Part 2, Division 10.5 of the Health and Safety Code and the requirements of this chapter.
- (23) "Objective" means a specific, measurable step which can be evaluated to assess the licensee's progress toward the achievement of the stated goal.
- (24) "Physician" means a person licensed as a physician and surgeon by the Medical Board of California or by the Osteopathic Medical Board of California.
- (25) "Premises" means the land, buildings, or other structures included in the license issued for an alcoholism or drug abuse recovery or treatment facility.
- (26) "Resident" means an individual who resides in and receives services from a residential alcoholism or drug abuse recovery or treatment facility.
- (27) "Residential Alcoholism or Drug Abuse Recovery or Treatment Facility" means any facility, building, or group of buildings which is maintained and operated to provide 24-hour, residential, nonmedical, alcoholism or drug abuse recovery or treatment services.



California Department of Social Services
Administration



Welcome to the online archive for the
California Code of Regulations

9 CA ADC § 10501

9 CCR § 10501

Cal. Admin. Code tit. 9, § 10501

Barclays Official California Code of Regulations [Click here](#)

Title 9. Rehabilitative and Developmental Services

Division 4. Department of Alcohol and Drug Programs

Chapter 5. Licensure of Residential Alcoholism or Drug Abuse Recovery or Treatment Facilities

Subchapter 1. Purpose and Definitions

Article 2. Definitions

§ 10501. Definitions.

(a) The following general definitions shall apply to terminology used in Chapter 5, except where specifically noted otherwise:

(1) "Adolescent" means an individual between fourteen (14) and eighteen (18) years of age, who has not been emancipated pursuant to Part 6 (commencing with Section 7000), Division 11 of the Family Code.

(2) "Adult" means a person who is 18 years of age or older or a minor who has been emancipated pursuant to Part 6 (commencing with Section 7000), Division 11 of the Family Code.

(3) "Adult Facility" means a residential alcoholism or drug abuse recovery or treatment facility which is designed to serve adults.

(4) "Alcoholism or Drug Abuse Recovery or Treatment Planning" means the development of a resident specific goal and a continuum of recovery or treatment objectives. It is the licensee's responsibility to provide the activities to facilitate this process.

(5) "Alcoholism or Drug Abuse Recovery or Treatment Service" means a service which is designed to promote treatment and maintain recovery from alcohol or drug problems which includes one or more of the following: detoxification, group sessions, individual sessions, educational sessions, and/or alcoholism or drug abuse recovery or treatment planning.

(6) "Alcoholism or Drug Abuse Recovery or Treatment Facility" means any facility, building or group of buildings which is maintained and operated to provide 24-hour residential nonmedical alcoholism or drug abuse recovery or treatment services.

(7) "Authorized Representative" means any person or entity authorized by law to act on behalf of any resident of a residential alcoholism or drug abuse recovery or treatment facility. An authorized representative may be a minor's parent, a legal guardian, a conservator, a public placement agency, or a person granted power of attorney by the resident.

(8) "Capacity" means the maximum number of residents for whom the facility has been licensed to provide services at any one time.

(9) "Conviction" means a final judgment on a verdict or finding of guilty, a plea of guilty, or a plea of nolo contendere.



California Office of Statewide Health Care Regulation and Administration



Welcome to the online source for the California Code of Regulations

9 CA ADC § 10542

9 CCR § 10542

Cal. Admin. Code tit. 9, § 10542

Barclays Official California Code of Regulations Currentness

Title 9. Rehabilitative and Developmental Services

Division 4. Department of Alcohol and Drug Programs

Chapter 5. Licensure of Residential Alcoholism or Drug Abuse Recovery or Treatment Facilities

Subchapter 2. Licensing Process

Article 6. Enforcement

§ 10542. Investigation of Complaints Regarding Unlicensed Facilities.

- (a) If an unlicensed facility provides residential alcoholism or drug abuse recovery or treatment services, the facility is operating in violation of Chapter 7.5 (commencing with Section 11834.30) of Part 2 of Division 10.5 of the Health and Safety Code, and Chapter 5, Division 4, Title 9, Section 10505 of the California Code of Regulations.
- (b) If an unlicensed facility is alleged to be in violation of Chapter 7.5 (commencing with Section 11834.30) of Part 2 of Division 10.5 of the Health and Safety Code, and Chapter 5, Division 4, Title 9, Section 10505 of the California Code of Regulations, the Department shall conduct an investigation.
- (c) If the Department determines, as the result of its investigation, that an unlicensed facility is operating in violation of Chapter 7.5 (commencing with Section 11834.30) of Part 2 of Division 10.5 of the Health and Safety Code, and Chapter 5, Division 4, Title 9, Section 10505 of the California Code of Regulations, the Department shall deliver to the facility, in person or by certified mail, a notice which shall notify the operator of the facility that the facility is operating without a license, in violation of Section 11834.30 of the Health and Safety Code and Section 10505 of this chapter. If delivered in person, the notice shall be delivered within ten (10) working days of the completion of the investigation. If mailed by certified mail, the notice shall be postmarked within ten (10) working days of the completion of the investigation. The completion of the complaint investigation is when all evidence has been inspected and witnesses who are relevant to the allegations have been interviewed.
- (d) The Department shall not disclose the identity of the complainant unless authorized in writing by the complainant.
- (e) Within ten (10) working days of receipt of the complaint, the Department shall initiate an investigation by assigning the complaint to a Departmental complaint investigator.
- (1) The Department shall order the operator of the unlicensed facility to cease operation immediately upon receipt of the notice. Upon receipt of the notice, the unlicensed facility shall, within fifteen (15) days of receipt of the notice, respond in writing that the facility has ceased providing all alcoholism or drug abuse recovery or treatment services. The written response shall be postmarked no later than the date specified in the notice.
 - (2) The notice of operation in violation of law shall specify that the Department will take action in accordance with Subsection (g) of this regulation if the unlicensed facility fails to cease operation immediately upon receipt of the notice and fails to notify the Department of such cessation within fifteen (15) days of the receipt of the notice.

Have you got work we can do?

- Lawn Service
- Landscaping
- Brush Clearing & Removal
- Tree Trimming
- Building Cleaning
- Catering
- Handyman Repairs
- Moving Service
- Pool Repair

Contact Kent Slangstrom at 530-218-9127.

Joshua House is here to provide adult men with an effective and comprehensive Christian faith-based solution to life controlling drug and alcohol problems in order to become productive members of society.

By applying biblical principles, Joshua House endeavors to help men become mentally-sound, emotionally-balanced, socially-adjusted, physically-well, and spiritually alive.

If you or a family member needs to request an interview for the program, you can contact:

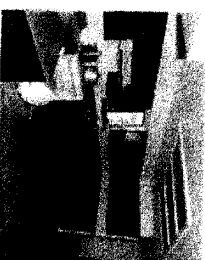
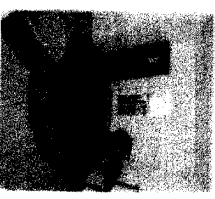
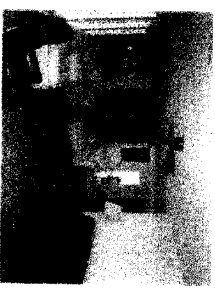
Director - Robert Wright
635-1736

Administrator - Kent Slangstrom
218-9127

Pastor Jim Clark
916-761-0552

Joshua HOUSE

Men's Center



4004 Hammonton Smartsville Road
Marysville, CA 95901
JoshuaHouseMensCenter.com

The Program

Background:

Our program is based upon Teen Challenge's nearly 200 residential centers across the USA providing care for people of all ages demonstrating a need for intensive help with life-controlling problems.

Mission Statement:

To provide men with an effective and comprehensive Christian faith-based solution to life-controlling addictive problems in order to become productive members of society. By applying biblical principles, Joshua House endeavors to help men become mentally-sound, emotionally-balanced, socially-adjusted, physically-well and spiritually-alive.

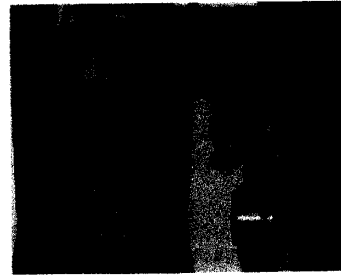
Getting Started:

When contacting Joshua House Men's Center for assistance, it is important that the individual who is seeking help contact the intake coordinator or director. There will be an application process, including paperwork, an interview and a health screening.



Michael
Mandeville

Billy Hibbens



Program Specifics:

Our programs are being developed to encourage the student to cope with everyday life issues. Students typically rise early and have little free time, due to a busy schedule of:

Discipleship Training, Devotions,
Work Projects, Bible Study, Career
Training, Recreational Activities,
Financial Training, Meal Times,
Chapel Services.

Lives will be transformed at Joshua House by the power of God that is stronger than the bonds of addiction. Joshua House helps the total person with spiritual, emotional, physical, social and educational challenges to prepare them for their new life.

Spiritually: Joshua House knows that the student's symptoms are indicative of deeper problems and conflicts; we understand that a new life in Christ will give them the power and ability to overcome these problems and live a more productive life.

Emotionally: The healing of past abuses is necessary. Bible studies enhance mental growth and serve as a foundation for creating new lives.

Physically: We care for the physical needs of the students; these needs—a drug-free environment, food, recreation, etc. are key factors to the student's success in the program.



Staff & Students

Socially: Students learn to work through relationship problems with their peers and with their families at home. They will learn to apply the character qualities they learn in the classroom to their everyday lives.

Educationally: Joshua House curriculum is specifically designed to teach students about God and help them develop the skills required for them to become successful Christians.

Life after Joshua House:

Upon graduation, students are made aware of educational and ministry opportunities in local community colleges and churches. Although pursuing higher education has obvious benefits for any individual, it is vital that the Church has a place for those in the after care process.

Continuing involvement in the local church is critical to the on-going development of any believer, especially those who have come through the battleground of



De'Angelo
Downing



Ricky Lugo



Doug Foster

AREA 4 Agency on Aging

Serving Nevada, Placer, Sacramento, Sierra, Sutter, Yuba & Yuba Counties



2009-2010 ANNUAL REPORT

2009-10: A Year of Changes

Dear Friends,

What a year 2009-2010 has been—full of challenges, opportunities, successes, and disappointments. This was our RFP year, and that is always challenging—not just for service provider applicants, but also for Area 4 Agency on Aging staff, Advisory Council, and the Governing Board. We are happy to add several new providers this year: Legal Services of Northern California in Yolo County was funded for Information & Assistance; the City of Sacramento, Older Adult Services was funded for a “Stand Up to Falls” program; and the City of Sacramento’s Triple R program was funded for Caregiver Respite. Perhaps our greatest challenge of the year was the successful transition of Sacramento County’s Senior Nutrition Services (SNS) and Transportation programs to the Asian Community Center (ACC) and their new nonprofit, Meals on Wheels by ACC. Our special thanks to SNS and Manager Janine Brown, and to Donna Yee, Director of ACC, for accomplishing this major program shift.



Another success for Area 4 was an awareness training on LGBT (Lesbian, Gay, Bisexual, and Transgender) issues for our service providers in April 2010. The 45 participants received information and best practices to use in their own organizations. We were also proud of our collaboration with Lilliput Children’s Services, SETA/Head Start, and American River College to present the 2010 Grandfamilies Conference. Topics covered were mental health, family dynamics, positive discipline, legal rights, and health and well being. 50 kinship caregivers attended.

On a sad note, A4AA was disappointed to lose some long time staff. Betty Burt, our bi-lingual secretary and my very first hire, retired, as did Secretary Ruth Ann Darriella, and Gloria Parker, who developed and led our Senior Employment Program since its inception.

This coming year will again be challenging, but with our dedicated and talented staff, committed Advisory Council and Governing Board members, and service providers who care deeply for the seniors they serve, I know the A4AA team will again meet every challenge with creativity, energy, and resolve.

Deanna Lea, Executive Director

More Changes on the Way California Department of Aging Director Resigns

(An excerpt from State Director Lynn Daucher’s Letter to California’s Area Agencies on Aging)

“As the Schwarzenegger administration draws to its end; I, too, will end my years of state service. I plan to resign as Director of CDA at the end of December, 2010.

I remember the day I was asked to serve as the Director; I remember the days I met you all. I learned from you all. Day after day, political turmoil can swirl but you, as public servants, just continue on. I proudly joined you as a public servant and aging advocate. Formal recognition and thanks rarely come our way, but inside we all know that our work touches many, provides a safety net important to California, our country and real people.

I predict you will be in for a wild ride with the new governor and administration. I am hopeful that the budget problems will be addressed and fade. As the leaders of the Aging network, the direction of aging services in California will rest with you, an awesome responsibility. It is my hope that as tempting as it is to curl up and hunker down, as dark days come and go, you will never give up pushing and fighting for communities welcoming to older adults.”

2009-2010 Accomplishments

243,786
Congregate
Meals Served to

5,519
Seniors

502,797
Home Delivered
Meals to
3,697
Homebound Seniors

32,674
Hours of Caregiver
Respite for

401
Family Caregivers

3,876
Seniors
Received Health
Insurance Counseling

40,986
Information &
Assistance Calls
Received



16,275
Hours of Legal
Assistance to

2,649
Seniors

30
Employment Workshops

161 Seniors Counseled
84 Seniors Found Work

22,858
Hours of Ombudsman
Service
For Complaint
Resolution, Advocacy,
and Abuse Investigations

18,804
Visiting Hours for

82
Isolated Seniors

48,732
One-Way Rides and
\$26,482 in Vouchers for

1,608
Seniors
Needing Transportation

4,111
Hours of Mental Health
Services

Including Assessment,
Counseling, and Visiting

80,399
Hours Contributed by

531
Volunteers Through
RSVP of Nevada County

Program Highlights

RFP—Request For Proposals

On January 4, 2010, Area 4 Agency on Aging began the Request for Proposals (RFP) process to determine the Agency's service providers for the next contract cycle of 2010-2013. The 36 applicant agencies had to submit proposals for specific senior programs funded through the Older Americans Act for adults 60 years of age and older.

The process continued with a Bidders' Conference on January 14 to offer potential applicants additional information and pointers on the requirements and procedures of the RFP. Proposals were due on February 5, and reviews began immediately.

A4AA staff, Community Review Teams, Grants Review Committee, Advisory Council, and the Governing Board all had a role in reviewing and recommending proposals. The process was long and involved, but it went smoothly and on schedule. The final step took place on April 9 at the public joint meeting of the Advisory Council and Governing Board where they read and heard the recommendations, presented questions, and voted on the submissions. As a result, 25 agencies were approved for for the three-year cycle with 5 other agencies approved at different times. 57 programs were funded.

Senior Meals in Sacramento County Transitions to New Provider

Sacramento County's Department of Human Assistance had been the provider for senior meals for the past 35 years. As successful as they were, in 2010 they could no longer fund the two nutrition programs as a result of severe county budget cuts.

The Asian Community Center (ACC) came forward and took the bold step to provide congregate and home delivered meals to Sacramento County seniors. They were currently contracted with A4AA for transportation and respite programs and had an excellent performance record.

Continued on page 5

2010-2013 A4AA Contracted Service Providers

Asian Community Center—Drop-in Respite, Transportation
Asian Pacific Community Counseling—Mental Health
Catholic Charities—Mental Health
City of Sacramento—Respite, Health Promotion
Community Action Agency of Butte Co.—Nutrition
Community Services Planning Council—I&A
Cordova Neighborhood Church—Drop-in Respite
County of Sacramento—Peer Counseling/Visiting
Del Oro Caregiver Resource Center—Respite, Caregiver Support Services
FREED—Minor Home Modifications/Repairs, Transportation
Gold Country Community Council—Nutrition
Gold Country Telecare—Transportation
HICAP Services of Northern California—Health Insurance Counseling & Advocacy
Home Health Care Management—Respite, Medication Management
Inc., Senior Citizens of Sierra County—I&A, Nutrition, Transportation
Legal Services of Northern California—Legal, I&A, Kinship Care
Meals on Wheels by ACC—Nutrition
Nevada County Health & Human Services—Health Services
Ombudsman Services of Northern California—Skilled Nursing Home Resident Complaint Resolution
People Resources, Inc.—Nutrition
Personalized Homecare & Homemaker Agency—In-home Services, Respite
Placer Independent Resource Services (PIRS)—Minor Home Modifications/Repairs
Rebuilding Together—Minor Home Modifications/Repairs
Seniors First—I&A, Nutrition, Transportation
Sierra Senior Services—Nutrition
South County Services—Transportation
Stanford Settlement—Transportation
U.C. Davis Health System—Caregiver Care Mgmt.
Woodland Healthcare ADHC—Caregiver Case Mgmt., Transportation
Yuba Sutter Legal Center for Seniors—Legal, I&A

Program

Senior Meals, continued from page 4

The financial and logistical transition from the County to ACC was quite complex, but with dedicated work from all parties involved—ACC, Sacramento County, A4AA, and other partners—the transition went smoothly. Meals on Wheels by ACC began providing senior lunches on July 1, 2010 to all nutrition sites in Sacramento County.

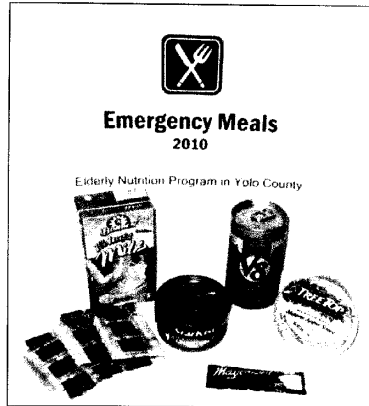
American Recovery and Reinvestment Act (ARRA)

In an effort to stimulate the nation's economy during the current recession, additional funding for nutrition programs was provided through the American Recovery and Reinvestment Act (ARRA). The intent of these Nutrition Stimulus funds was to provide meals to seniors, restore reduced services, and either provide nutrition program jobs or reinstate positions that had been cut.

In April 2009, A4AA was awarded \$569,212 in Nutrition Stimulus funding for its seven nutrition providers. However, the initial funding of \$199,224 was not received until June 24, 2009, and contracts with service providers began to be issued in October 2009. Originally, all funds were to be expended by September 30, 2010, but the Department of Aging changed the deadline to August 31, then again to July 30, and finally to June 30, 2010.

Nutrition Stimulus expenditures required strict accountability and transparency. Funds and a 15% match by providers had to be tracked separately from other federal funds, which necessitated extensive tracking by the Agency's fiscal and program departments. Quarterly data reporting was changed to monthly reports, and expenditures were separately identified in audit reports.

Each service provider determined how they would apply the funds to their programs according to federal criteria.



Uses of ARRA funds by service providers:

- **Community Action Agency of Butte County**—306 additional congregate meals, 1,003 additional home delivered meals.
- **Gold Country Community Council**—Support hours for 3 part-time employees and 320 emergency meals.
- **Inc., Senior Citizens of Sierra County**—Hired a part-time outreach coordinator to distribute information about their nutrition program and other senior services for 385 job hours.
- **People Resources, Inc.**—Hired a Dietetic/Food Service Outreach Coordinator for 1,300 hours. Provided 4,230 additional regular and emergency meals.
- **Senior Nutrition Services**—5 full-time positions saved.
- **Seniors First**—6,674 additional congregate meals and 5,258 home delivered meals, including some weekend meals.
- **Sierra Senior Services**—Restored full meal service with 628 job hours and 715 additional congregate meals, and 694 regular and emergency home delivered meals.

Every Dollar Counts Prescription Outreach Campaign

Area 4 Agency on Aging and the HICAP Program teamed up to increase the number of older persons enrolling in Medicare's Extra Help Program to help pay for their Part D prescription drugs. Low income seniors could save as much as \$3,900 in prescription drug savings if they qualified for the program.

Behind the scenes, team meetings with A4AA and HICAP staff began in September 2009 to plan and implement the Every Dollar Counts Campaign. Outreach materials were developed, designed, and produced to send the message to the many people who were eligible but not taking advantage of the Part D Extra Help Program. Sacramento, Nevada, and Placer counties were the focus areas of the campaign.

Over 9,000 Every Dollar bookmarks and 400 posters were distributed to target sites and to community and professional groups to reach their older clients.

Continued on page 8

Financial Management

A4AA administered almost \$9.7 million in revenues for the year, funding services to help seniors and caregivers. The Agency receives federal, state, county, and city governmental funding. Grants and contributions are also received from organizations, private donors, and fundraising activities. A4AA conducts fiscal monitoring and requires annual independent audits of its subcontractors. The Agency also engages a CPA firm to audit its financial operations and has qualified as a low risk auditee for the past five years.

Revenue Comparison by Fiscal Years			
Revenue Source	2008-09	2009-10	Difference
Federal Funds	\$7,275,960	\$7,693,077	\$417,117
Federal ARRA Funds*	2,629	565,933	563,304
State Funds	1,140,895	1,045,142	<95,753>
County Match	251,694	251,694	0
City Funds—Sacramento Ombudsman Services	42,075	—	<42,075>
<u>Grants</u>			
Archstone Foundation	11,737	—	
Cargill Foundation**	—	10,000	
United Way	2,000	2,000	
U.S. Bank	10,000	10,000	
Other Grants & Contracts	56,800	57,267	
SUB-TOTAL	80,537	79,267	<1,270>
Donations & Fundraising (includes United Way contributions)	19,751	16,967	<2,784>
TOTAL	\$8,813,541	\$9,652,080	\$838,539

* ARRA funds received late in 2008-09 were used for administrative start-up costs.

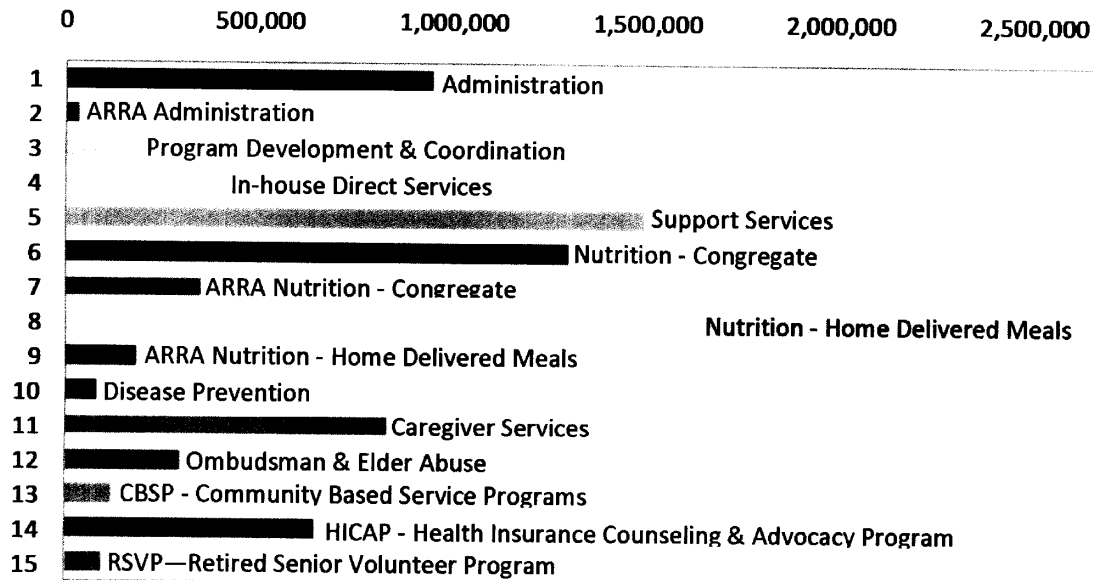
**The Margaret A. Cargill Foundation provided a grant payable in 5 annual installments of \$10,000. The grant includes 5,000 shares of Cargill common stock with cash dividends. Funds used in FY 2009-10 were for Area 4's Senior Employment Program.

A4AA Thanks Our Major 2009-10 Grantors:



Financial Management

2009-10 Expenditures by Program



Summary of Expenditures

1. Administration	\$945,638	9.8%
2. ARRA Administration	35,006	0.4
3. Program Development & Coordination	196,837	2.1
4. In-house Direct Services	407,884	4.2
5. Support Services	1,499,383	15.5
6. Nutrition - Congregate	1,300,287	13.5
7. ARRA Nutrition - Congregate	349,041	3.6
8. Nutrition - Home Delivered Meals	2,661,547	27.6
9. ARRA Nutrition - Home Delivered Meals	186,452	1.9
10. Disease Prevention	78,687	0.8
11. Caregiver Services	830,466	8.6
12. Ombudsman & Elder Abuse	297,713	3.1
13. CBSP - Community Based Service Programs	119,005	1.2
14. HICAP - Health Ins. Counseling & Advocacy	646,000	6.7
15. RSVP - Retired Senior Volunteer Program	98,134	1.0
TOTAL	\$9,652,080	100.0%

A4AA Leadership

2009-10

Governing Board

Nevada County Supv. Nate Beason, Mary Tucker

Placer County Sue Dings (Secretary-Clerk), Alice Gonzales (Treasurer-Auditor), Alternate-Supv. Jim Holmes

Sacramento County Supv. Roger Dickinson, Alternate-Greta Cannon, Roberta MacGlashan, Alternate-Thomas Dahill (Chair), Supv. Don Nottoli, Supv. Susan Peters, Alternate Lynn Davis (1st Vice Chair), Supv. Jimmie Yee, Alternate Miko Sawamura (2nd Vice Chair)

Sierra County Supv. Patricia Whitley, Alternate-Supv. Dave Goichoechea, Teri Christensen

Sutter County Supv. Stanley Cleveland, Jr., Alternate-Tonya Rhoades, Arvid Crabtree

Yolo County Supv. Jim Provenza, Alternate-Gina Daleiden, Lynn Mullen

Yuba County Supv. Andy Vasquez, Jr., Alternate-Supv. Hal Stocker

Advisory Council

Nevada County Terry Boyer, Pat Callahan, Shirley Lyon, Don Mabon, Margaret Huntley Main

Placer County Marion Faustman, Kitty Hollitz, Gloria Plasencia, Jean Rios

Sacramento County Albert Blum (Chair), Peggy Forseth-Andrews (Secretary), Maxine Milner Krugman, Joseph Montoya, Becky Naman, Lola Young

Sierra County Ruby Lee Burch, Catherine Puckett-Lundy, Josie Marie Silver (Vice Chair)

Sutter County Ellen Addison, Frances Greenwood, Judith Stout

Yolo County Margie Fincham, Jerry Kaneko, Mary Jane Large (Past Chair)

Yuba County Gary Arlington (Treasurer), Felix Mata, Connie Wilson

Staff

Leadership Deanna Lea (Executive Director), Pat McVicar (Assistant Director), Carl Lewis (Director of Financial Management)

Program Laura Drake, Lori Howton, Anne Israel-Connolly, David Soto, Jane Stan, Will Tift, Nancy Vasquez

Fiscal Kim Brown, Sybil Eli, Herman Gallegos, Ernie Mariano, Sue O'Banion, Patty Orozco

Information Systems Steve Mowles

Employment JoAnne Mehaney-Buehler, Tanja Poley, Linda Yamamoto

Support Staff Tai Love, Jodi Mesa, Teja Payne

Grass Valley Office Charlene Bumgarner, Sara Morrison, John Sholly, Susan Stratman

Every Dollar Counts, continued from page 5

In addition to the bookmarks, 2,000 placemats were distributed to all seven county congregate nutrition sites during Open Enrollment in November 2009.

A4AA, as a planning and coordinating agency, provided effective networking leadership for Every Dollar Counts. The campaign was a success as new enrollments were over the target goals set by the California Department of Aging. It will continue in the coming year in all seven counties.

New Direct Service in Nevada County

In January 2010, HelpLine, Area 4's direct service Information & Assistance program in Nevada County, officially launched a new service for isolated seniors. The Telephone Reassurance Program was developed in response to senior concerns that if they fell or became ill, no one would know to help them.

Staff and volunteers of HelpLine make daily or weekly calls to participants and can also initiate safety checks at their home if the senior doesn't answer the phone. This safety net offers the reassurance and greater peace of mind to seniors and their family and friends that someone will be checking on them on a regular basis.

Area 4 Agency on Aging
2260 Park Towne Circle, Suite 100
Sacramento, CA 95825

(916) 486-1876, Fax (916) 486-9454
www.a4aa.com

Executive Director—Deanna Lea
Editor—Lori Howton
Contributors—Anne Israel-Connolly,
Carl Lewis, Pat McVicar, David Soto

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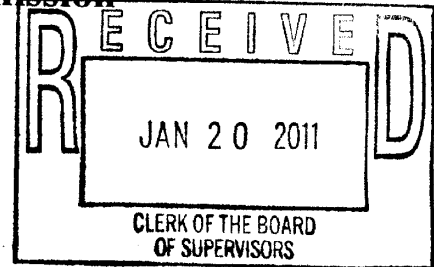
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Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission


January 18, 2011



TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Petition to list The Cedars wild buckwheat (*Eriogonum cedrorum*) as endangered under the California Endangered Species Act. This notice will appear in the California Regulatory Notice Register on January 21, 2011.

Sincerely,


Sheri Tiemann
Staff Services Analyst

Attachment

BOS CORRESPONDENCE F

**CALIFORNIA FISH AND GAME COMMISSION
NOTICE OF RECEIPT OF PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, the California Fish and Game Commission, on December 28, 2010 received a petition from the California Native Plant Society (Milo Baker Chapter) to list The Cedars wild buckwheat (*Eriogonum cedrorum*) as endangered under the California Endangered Species Act.

The Cedars wild buckwheat is found at The Cedars, in northwestern Sonoma County, but only in areas with serpentine talus slopes and rock crevices at 1000 – 1800 feet elevation. The Cedars wild buckwheat population is reported to be restricted to three areas that comprise less than 500 acres of The Cedars.

Pursuant to Section 2073 of the Fish and Game Code, on January 7, 2011 the Commission transmitted the petition to the Department of Fish and Game for review pursuant to Section 2073.5 of said code. It is anticipated that the Department's evaluation and recommendation regarding the petition will be received by the Commission at its May or June 2011 meeting. Interested parties may contact Terri Stewart, Habitat Conservation Planning Branch, Department of Fish and Game, 1416 Ninth Street, 12th Floor, Sacramento, CA 95814, or telephone (916) 653-9834 for information on the petition or to submit information to the Department relating to the petitioned species.

January 11, 2011

Fish and Game Commission

Jon K. Fischer
Acting Executive Director

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

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053-11

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FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

February 1, 2010

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR

SUBJ: CONSIDER LEASE AGREEMENT WITH THE NORTH YUBA LITTLE LEAGUE FOR JOINT USE AND ASSOCIATED IMPROVEMENTS

RECOMMENDATION:

That the Land Use and Public Works Committee consider a 10 year Lease Agreement with the North Yuba Little League for the use of their field in support of our recreation program in exchange for our assistance with critical facility improvements.

BACKGROUND:

In FY 2010 – 2011, the Community Development and Services Agency budgeted \$35,000 in improvements for the North Yuba Little League complex, otherwise known as Sperbeck Field in Browns Valley. A component of this project is also the execution of a ten year lease which would allow the County free access for functions pursuant to its ongoing recreation program.

The scheduled improvements will include minor road improvements into the facility, basic baseball field rehabilitation and a new child's play area.

DISCUSSION:

The attached lease agreement with the North Yuba Little League will give the County free, unobstructed access to the facility when not otherwise occupied for Little League games for the purpose of expanding outdoor recreational programming into the Browns Valley area as demand increases.

FISCAL IMPACT:

No additional fiscal impact as this is a budgeted item.

LEASE AGREEMENT

THIS LEASE is made and entered into this _____ day of _____ 2011, by and between NORTH YUBA LITTLE LEAGUE, a 501(c)(3) non-profit corporation (herein referenced as “Lessor”), and the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter called “Lessee”):

RECITALS:

1. Lessor is the owner in fee simple of the real property commonly known as NORTH YUBA LITTLE LEAGUE PARK (hereafter “the Park”) as further described in the legal description attached hereto as Exhibit A.

2. The purpose of this lease is to permit and encourage the development of recreational facilities as identified by the Yuba County Parks Master Plan for the general rural area of northeast Yuba County, State of California. The portion of the property described in Exhibit A, excluding the “snack bar” facility, is hereby incorporated as the subject of this lease (hereafter “the Leased Premises”).

AGREEMENTS:

It is mutually agreed by the parties hereto as follows:

1. Lease of Property – Lessor, in consideration of the rent provided herein and the performance of all covenants of this agreement, leases to the Lessee the Leased Premises, described in Exhibit A, attached hereto.

2. Rent – County of Yuba will pay rent to North Yuba Little League in the amount of \$1.00 to be paid upon the commencement of this Lease.

3. Term – The term of this lease shall be 10 years. The term will commence upon the execution of this lease and end on the _____ day of _____, 2021. Upon the termination of this lease there shall be an option to extend this Agreement for an additional 10 years.

4. Site Administration – All Site Administration of the facilities described in this Agreement shall be solely conducted and paid for by the Lessor, unless otherwise agreed upon by both parties as an addendum to this Agreement.

5. Maintenance – All maintenance of the facilities described in this Agreement shall be solely conducted and paid for by the Lessor, unless otherwise agreed upon by both parties as an addendum to this Agreement.

6. Use of Premises – Lessee agrees that the Leased Premises and the improvements thereon shall be made reasonably available for the use and furtherance of general recreational activities and services for the benefit of the public, so as to not conflict with normal Little League functions. No other improvements may be erected, constructed or emplaced on the Leased Premises by the Lessee, whether they are temporary or permanent, without the prior express written consent of the Lessor.

7. Public Access – The property and/or improvements described in this Agreement in general shall be made available to the public through Yuba County Recreation Program classes when not in use for Little League functions.

8. Indemnity - The Lessor shall defend, hold harmless and indemnify the Lessee, its officers, agents and employees from any and all claims of any third party arising from Lessor's ownership, operation or maintenance of the Park, including the

Leased Premises, except and to the extent such claims arise from the negligent acts or omissions of Lessee.

The Lessee shall hold harmless and indemnify the Lessor, its officers, agents, and employees from any and all claims arising from Lessee's exercise of the rights granted herein, including Lessee's exercise of Site Control in accordance with Paragraph 4, except and to the extent such claims arise from the negligent acts or omissions of Lessor.

9. Modification – Modification of the terms of this lease may be made by mutual agreement of the parties without further consideration.

10. Notice – All notices provided to be given herein shall be addressed to Lessor:

North Yuba Little League
9481 Browns Valley School Road
Browns Valley, CA 95918

and to Lessee:

County of Yuba
Community Development and Services Agency
915 Eighth Street, Suite 125
Marysville, CA 95901

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement on the day and date first above shown.

COUNTY OF YUBA

By: _____
Roger Abe, Chairman
Yuba County Board of Supervisors

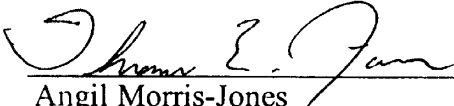
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

NORTH YUBA LITTLE LEAGUE

By: _____
_____, President
North Yuba Little League

APPROVED AS TO FORM



Angil Morris-Jones
County Counsel

EXHIBIT A

LEGAL DESCRIPTION

All that portion of the Northwest $\frac{1}{4}$ of Section 22, Township 16 North, Range 5 East M.D.M. described as follows:

Beginning at a point on the westerly line of said Section 22, from which the northwesterly corner thereof bears North 00 degrees 23 minutes 10 seconds West 660 feet.

THENCE FROM SAID POINT OF BEGINNING North 8 degrees 22 minutes, 46 seconds East for a distance of 910.00 feet following along the southerly line of the Foothill School district parcel as described in that certain document filed in volume 111 Yuba County Official Records at page 293 and the easterly extension thereof,

THENCE South 00 degrees 37 minutes 14 seconds East for a distance of 581.96 feet;

THENCE South 89 degrees 22 minutes 45 seconds West for a distance of 497.08 feet to a point in the easterly line of the Brown's Valley Cemetery District parcel as described in that certain document No. 95-03693, Yuba County Official Records;

THENCE North 01 degrees 19 minutes 00 seconds west for a distance of 363.99 feet continuing northerly along said easterly line to the northeasterly corner of said Cemetery District parcel;

THENCE South 89 degrees 09 minutes 00 seconds West for a distance of 103.30 feet along the northerly line of said Cemetery District parcel to the southeasterly corner of that certain parcel described in the deed to the Loma Rica Browns Valley Volunteer Fire District in Document 90-1551, Yuba County Official Records;

THENCE North 00 degrees 23 minutes 10 seconds West for a distance of 158.76 feet along the easterly line of said Fire District Parcel to the northeasterly corner thereof;

THENCE South 89 degrees 09 minutes 00 seconds West for a distance 306.10 feet laong the northerly line of said Loma Rica Browns Valley Volunteer Fire District parcel and the westerly extension thereof to a point in the westerly line of said Section 22;

THENCE North 00 degrees 23 minutes 10 seconds West for a distance of 60.88 feet along said westerly line of said Section 22 to the Point of Beginning.

Said Property contains 7.62 acres more or less.

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

February 1, 2010

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR

SUBJ: CONSIDER AGREEMENT WITH THE YUBA SUTTER TRAINING ZONE TO PERFORM RECREATION COORDINATOR SERVICES

RECOMMENDATION:

Consider the Agreement with the Yuba Sutter Training Zone to provide recreational programming targeted toward families with children aged 0 – 5 years, funded by a grant from First Five Yuba.

BACKGROUND:

In support of our recreation program, the Yuba Sutter United Way has done a commendable job serving as our contractor by providing recreational program services since May 2009. As we are approaching the end of our Agreement with the United Way however, the County recently initiated a Request for Proposal to determine who would succeed them as this program continues.

Surprisingly, the results of that RFP yielded only one responsive bidder, the Yuba Sutter Training Zone (formerly Pro Fitness Health Club). Other candidates that we felt were likely competitors either graciously declined or were unresponsive. As a result, staff has met with the Yuba Sutter Training Zone on several occasions to develop an understanding of their operation and their intent to become a contributing asset to the County.

DISCUSSION:

The proposal submitted by the Yuba Sutter Training Zone was comprehensive and met all of the requirements of the program as set by the Community Development and Services Agency. If awarded, they will continue the successful legacy of the United Way in nearly a seamless manner and even dramatically cut facility costs in the process by offering their newly expanded facility for programming. This will allow more grant funds to be invested in actual programming and create an opportunity for greater outreach.

The overall programming will remain the same but the overall convenience to the public will increase significantly. As a component of their proposal, the Yuba Sutter Training Zone offers web registration and credit card acceptance which has been a challenge to the County since the program's inception.

FISCAL IMPACT:

No fiscal impact as this is a budgeted item paid for by First Five Yuba grant funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for RECREATION COORDINATOR ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

YUBA SUTTER TRAINING ZONE **"CONTRACTOR"**

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-4.

2. TERM.

Commencement Date: **February 1, 2011**

Termination Date: **June 30, 2012**

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Director of Community Development and Services Agency is the representative of the COUNTY and will administer this Agreement for the COUNTY. Chris Gill, Owner, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.

COUNTY

CONTRACTOR

_____, Chair
Yuba County Board of Supervisors

Chris Gill, Owner
Yuba Sutter Training Zone

**INSURANCE PROVISIONS
APPROVED**

Martha K. Wilson,
Risk Manager

ATTEST:

Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

Incorporated fully herein is the attached Scope of Services proposed by Yuba Sutter Training Zone, which consists of nine (9) pages and details the organization's intent and qualifications to achieve the following milestones:

A.1.1 Provide contracted services to the County as a dedicated Recreation Coordinator;

A.1.2 Comply with direction and milestones as provided by the Recreation Committee or other County delegates as directed by the Director of Community Development and Services Agency to achieve the following;

A.1.3 Offer recreational programming to children aged 0-5 using First Five Yuba Commission funds;

A.1.4 Offer fee based recreational programming to all other demographics once infrastructure is in place and sustainability is achieved. CONTRACTOR shall not expend any grant funds obtained from the FIRST FIVE YUBA Commission on programs other than those directly benefiting the 0-5 age group and their families;

A.1.5 Offer recreational services to ALL residents of the County by facilitating programming through collaboration in various communities and incorporated areas including but not limited to:

- Marysville
- Wheatland
- Linda
- Olivehurst
- Beale AFB
- Foothill communities

A.1.6 Provide detailed records of program registrants monthly to the COUNTY including:

- Name
- Age

- Sex
- Ethnicity
- Primary Language
- Special Needs
- Address
- Enrollment Date
- Enrollment Location
- Registration Paid
- Program

A.1.7 Provide a web or network based mechanism allowing joint access to track registrants and program enrollment so as to not double or over book programs due to lack of communication between multiple sign up locations.

A.1.8 Assume full responsibility, including liability, in providing and executing all programs including but not limited to coordination, selecting and hiring of instructors, background checks, locations, lease agreements and procuring adequate liability insurance coverage for programming. All costs associated with this provision may be paid for utilizing grant funds as long as the program is available to children aged 0-5 years.

A.2. TIME SERVICES RENDERED.

Commencing from the date of this agreement until June 30, 2012.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. Furthermore, CONTRACTOR shall be given a copy of and be responsible for providing services consistent with the AGREEMENT in place between the COUNTY and FIRST FIVE YUBA. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement except for:

A.4.1 OFFICE FACILITY– COUNTY may elect to provide office space and amenities for the CONTRACTOR to execute the duties specified herein for the term of this Agreement. This would include but is not limited to:

- Cubicle style desktop area
- Computer
- Dedicated email access on County server

- Telephone with dedicated line for Recreation Program
- Multiple conference rooms for meetings and programs
- Front counter access for public interaction
- Administrative support staff

These amenities would be provided at:

Yuba County Government Center
915 Eighth Street, Suite 123
Marysville, CA 95901

A.4.2 RECREATION EQUIPMENT – Pursuant to this program, the County has available the following resources to be used for recreational programming:

AQUATICS PROGRAM

QTY	RESOURCE
1	Bodyboard
3	Large Umbrella Stands
3	Large Umbrellas
1	Folding Table
1	Mini Water Cooler
1	EZ Up Shade Structure
16	Pool "Noodles"
1	Broom
1	Deck Squeegee
1	Trash Picker Upper
30	Kickboard
3	Packages Water Diapers
2	Pool Banners
4	Floating Characters for Swim Lessons
6	Water Balls for Swim Lessons
8	Pool Sticks for Swim Lessons
5	Life Jackets
1	Water Pitcher
1	AED Kit
1	Floor Fan
8	"No Diving" Cones
1	Lap Timer
	Swim Evaluations
	Swim Certificates
	Open Swim Wrist Bands
1	First Aid Kit
1	4' X 8' Program Plywood Sign

DANCE PROGRAM

QTY	RESOURCE
9	5' X 6' Glassless Mirrors
1	8' Freestanding Unit w/ Bar on 2 Sides
2	Memorex CD "Boombox"
1	Floor Fan
1	Tote of Numerous Donated Tap Shoes
1	Tote of Numerous Donated Ballet Shoes
1	Tote of Numerous Donated Jazz Shoes

GYMNASTICS PROGRAM

QTY	RESOURCE
1	Stratum Vaulting Board
1	5' X 10' X 32" Pit
1	4 Spring Jr Board - Weight Limit 120lbs
1	Adjustable Training Beam
1	Low Padded Beam
4	EZ-Roll (6' X 42' X 1.38")
1	Fig Firm V-27.5 X 15
1	Throw Mat (5' X 10')
1	Fig Firm CM 7.5 X 12
1	Mini Bar with 120lb Weight Limit
1	Cartwheel Beam / Mat
1	Donut Half
1	Deluxe Folding Incline
1	Panel Mat

MIXED MARTIAL ARTS PROGRAM

QTY	RESOURCE
10	Tiger Claw Kick Shields
9	Tiger Claw Kick Mitts
1	First Aid Kit

PARENT AND ME HIT THE TEE PROGRAM

QTY	RESOURCE
5	Small Child Baseball Gloves

MISCELLANEOUS

QTY	RESOURCE
1	Cork Board
1	Folding Stool Seat
2	Travel Folding Chairs
75	Books
10	Training Cones
1	Yuba County Recreation Program Banner
2	Variety Programs Banner
1	Variety Programs Plywood Sign
	Binders / Office Supplies

RECEIVED

DEC 03 2000

Community Development &
Services Agency

COUNTY OF YUBA

REQUEST FOR PROPOSAL FORM

(This form should be included with your Proposal)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: RECREATION PROGRAM SERVICES

FIRM NAME: YUBA SUTTER TRAINING ZONE

CONTACT NAME: CHRIS GILL

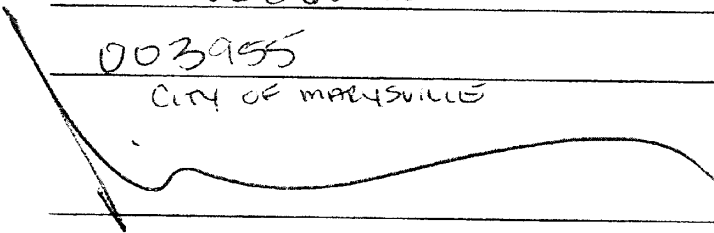
ADDRESS OF FIRM: 424 D STREET
MARYSVILLE, CA 95901

TELEPHONE: (530) 742-7473

EMAIL ADDRESS: chrisgill67@yahoo.com

FEDERAL ID NUMBER: 20-3686248

LICENSE NUMBER: 003955
CITY OF MARYSVILLE

AUTHORIZED SIGNATURE: 

TITLE: OWNER

STATEMENT OF QUALIFICATIONS

When exploring the attributes of a happy and successful community, little compares to the impact of a fulfilling parks and recreation component. By their very nature, people long for what they consider fun and meaningful activities and it has been the tradition of local municipalities to answer that call. Over the past couple of years we have watched Yuba County transform this demand into reality and as a result, our community has benefited tremendously.

In response to the Recreation Department's newest Request for Proposal, it is the intent of the Yuba-Sutter Training Zone to forge a partnership with Yuba County and endeavor to improve on a program which has been hailed a success on behalf of the Recreation Department and our predecessor, the Yuba Sutter United Way. Our proposal will undoubtedly streamline and improve existing processes, making them more efficient and cost effective to allow a maximum amount of revenue to be reinvested in the program. As you will see, though unconventional, our proposal will combine the accessibility of local government with the efficiency of private industry to develop a model that will certainly provide more return on investment than any other foreseeable option.

Organization

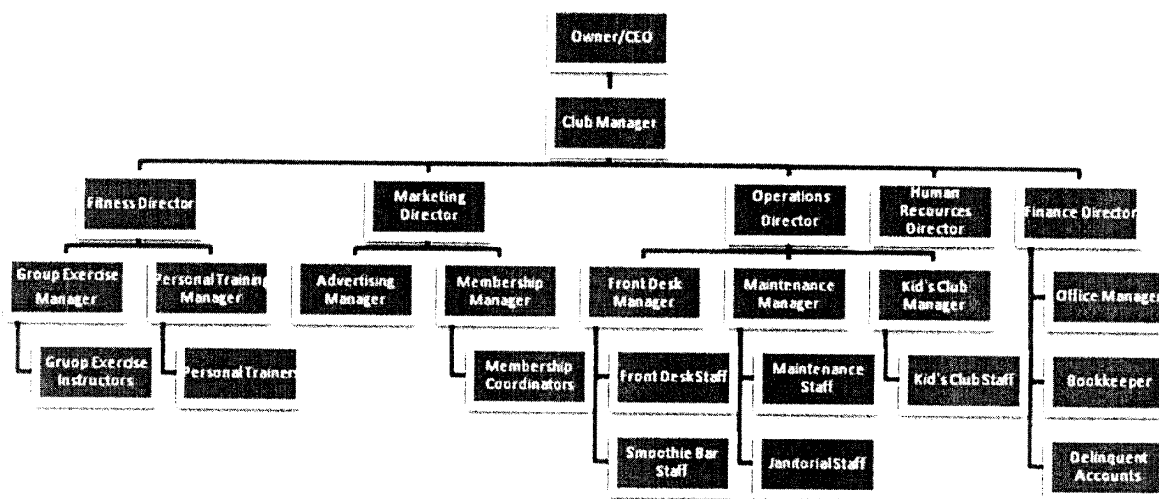
Located in downtown Marysville at 424 D Street, Yuba-Sutter Training Zone (formerly Pro Fitness) is Yuba County's only full-service fitness facility with a member base of approximately 1,800 people and 85% of who are Yuba County residents. Our facility caters to all demographics and has something to offer everyone regardless of age or fitness levels. Since purchasing this facility in 2005, we have made tremendous improvements to coincide with our goal of helping people to lead a healthier lifestyle. We promote a family friendly atmosphere by offering various classes hereby establishing a foundation for a healthy lifestyle.

Our venture with Pro Fitness and the Yuba-Sutter Training Zone has been a proverbial "labor of love" with healthy lifestyle being a passion of ours and a critical cornerstone of our operation. Our dedicated staff of certified personal trainers, instructors, and I operate with a driving philosophy that we are here to help those who want to succeed and give them the tools necessary to do so. It is our mission to ensure that our community is given every opportunity to overcome obstacles and mindsets that often hinder their progress toward physical well-being.

To the dismay of many in our organization, it was recently published in the 2010 County Health Rankings that Yuba County ranked number 52 out of the 56 California counties. Yuba County ranked at an alarming 53 out of 56 for mortality rates and access to healthy foods at a lowly 42%. Due to the lack of improvement in recent years, we felt compelled to do our part in finding a solution. The first step toward a solution has been our regular involvement on the Yuba County Health and Wellness Committee. In addition, we have fostered an ongoing partnership with Yuba County Recreation in support of the "Kid Fit" program by offering our facility's resources free of charge.

In the past year, our business model has proven to be a tremendous success and because our family is growing larger by the day, we have embarked on an aggressive expansion project by acquiring and developing the adjoining building to the north at 430 D Street. This expansion has increased our available operating space by 20,000 square feet. The 166% increase in size over our previous facility has dramatically enhanced our capacity for services.

Our organization employs 28 people who range from program managers to instructors and trainers to sales staff. In terms of this proposal, the person charged with managing this venture will be Debbi Goode. She has a Bachelor's Degree in Fitness Management and a Master's Degree in Education. She has almost 20 years experience in the Health and Fitness Industry. Debbi is currently the Fitness Director at the Yuba-Sutter Training Zone. Our organizational staff structure is as follows:



One of the central ideas for the Yuba-Sutter Training Zones is to collaborate with other community businesses and organizations and develop fun recreational programs and activities. The Yuba-Sutter Training Zone is affiliated with the Yuba-Sutter Chamber of Commerce, Marysville BID and IHRSA (International Health, Racquet, and Sports Association).

In the past year, we have assimilated the Extreme Sports MMA program, developed a quality Jiu-Jitsu program by affiliating with Cassio Werneck BJJ, and partnered with Studio B to offer dance classes for children and adults. We have organized a large Power Lifting and Fitness Challenge every year for the past five years. The event attracts participants and their families from the surrounding communities and acts as a fund-raising event for local charities.

Because much of the funding for this program is funded directly by the First Five Yuba Commission, it is important to know that the Yuba-Sutter Training Zone's mission, programs and services coincide with three of the four outcome areas detailed by the First Five Yuba Commission's Strategic Plan - *Improved Family Functioning*, *Improved Child Development* and *Improved Child Health*. We cater to people of ALL ages, including expectant mothers and children aged 0-5 by providing an atmosphere where families can exercise together. We have a staff nutritionist who can educate and encourage families to improve their nutritional habits. Physical fitness and proper nutrition have a huge impact on children's learning abilities and school readiness.

Proposal

Personnel and Collaboration

Personnel expenses associated with private enterprises are exceedingly more competitive than public agencies and many non-profits. Therefore, we are certain we can exceed expectations with less expenses dedicated toward staff.

Although the Yuba-Sutter Training Zone is open to Yuba County staffs recommendations during a transition period, it is our belief that under the guidance of Debbi Goode, we can significantly reduce direct staff expenses in addition to reduced hours. Although a dedicated joint staff person will be necessary at the Recreation Department as well as our D Street location, our team's combined work will reduce the need for a 40 hour work week position. The resulting cost savings will in turn be reinvested in the venture to offset cost overruns in programs which have difficulty achieving self sustainment.

As a team effort, our staff will work with County delegates to capitalize on existing resources. This would include your financial team, customer service and outreach partnerships. In addition, the Yuba-Sutter Training Zone is proud to be an e-commerce enterprise with the ability to accept all major credit cards and online registration. If awarded this opportunity, we would immediately propose to establish a relationship with your information technology team to create a 'store front' directed from your website which would allow registrants to access this online capability. All information would then be shared with the county for accurate and efficient record keeping. This will help afford Yuba County residents the utmost convenience in registering for programs with the flexibility of online credit card payments as well as two fixed locations for walk in registration.

Our staff is always required to dress in a professional manner to maintain a welcoming environment. They are required to wear collared shirts at the gym. Those assigned to your office would have even higher expectations as it is an office setting with professional public interactions. Our staff appointed to this position will be required to conform to all County policies and procedures and will be expected to report to your delegate as they would if employed by your agency.

Another key to success is establishing successful partnerships that allow for the efficient use of resources without duplicating services. As Yuba County's only comprehensive health club facility, our diverse membership, which includes many key personnel from various organizations, allows us to bond unconventional partnerships with other community providers. It is our intent to work with these, and other organizations to accomplish this milestone.

Collaboration may be the single most important component to this equation as self sustainment most likely will not occur without partnerships. Programs that create high overhead charges to this venture will require creative thinking and collaboration with existing providers. As you will see, our organization has the ability to host many programs at our facility, but there are other programs, especially aquatics, which will require special partnerships. Some of these partnerships may include:

- Allyn Scott Youth and Community Center
- Friday Night Live
- Marysville Joint Unified School District
- Marysville Public Works / Parks
- Olivehurst Community Center
- Olivehurst Public Utility District
- Plumas Lake School District
- Yuba City Parks and Recreations / Aquatics
- Yuba County Office of Education
- Yuba County Public Works / Parks

Program providers who are not already employed by the Yuba-Sutter Training Zone or the Recreation Department will be hired as subcontractors to further reduce liability expenses. As accountability and safety are among our chief concerns, all providers will undergo a background check and fingerprinted via "live scan."

Programs

At the Yuba-Sutter Training Zone, we have the ability to offer many existing programs in house and propose to work with the county to determine the demand and feasibility of new programs. In addition, many of the programs which have been successful under the Yuba Sutter United Way's administration are mainstays of our current operation. One successful program in particular, "Zumba" and the new "Zumbatonic" for kids, are exclusive to our facility in Yuba County.

Our proposed program curriculum would be as follows:

PROGRAM	FEE
Zumba	\$25/mo
Adult Ballet	\$35/mo
Yoga	\$25/mo
Pilates	\$25/mo
Spin	\$25/mo
Outdoor Boot Camp	\$40/mo
Baby Boot Camp	\$50/mo
Kettlebell	\$40/mo
Women's Kickboxing	\$35/mo
Women's Self-Defense	\$35/mo
Jiu-Jitsu (5 days per week)	\$80/mo
Muay Thai (2 days per week)	\$60/mo
Tae Kwon Do (3-5 yrs old)	\$25/mo
Tae Kwon Do (6-12 yrs old)	\$30/mo
Tae Kwon Do (13 yrs-adult)	\$30/mo
Adult MMA (4 days per week)	\$80/mo
Kid's MMA [3-5 yrs old (1 day per week)]	\$30/mo
Kid's MMA [6-12 yrs old (5 days per week)]	\$80/mo
Kids Wrestling (5 – 12 yrs old)	\$25/mo

Ballet, Tap, Jazz (3-6 yrs old)	\$25/mo
Ballet, Tap, Jazz (7-16 yrs old)	\$25/mo
Little Stars Music and Movement (3-5 yrs old)	\$30/mo
Kids Zumbatonic (4-12 yrs old)	\$40/mo
Kids Gymnastics (4- 5 yrs old)	\$35/mo
Kids Gymnastics (6- Adult)	\$40/mo
Kid Fit (2-5 yrs old)	\$20/ 6 week session
Kidz Fit [4 – 12 yrs old (2 days per week)]	\$25/mo
Little Tykes [2- 5 yrs old (2 days per week)]	\$25/mo
Aquatics	TBD
Baby 101	FREE
Love and Logic	\$40 per person
Adult/Youth Basketball (3-on-3 leagues)	\$30/ 6 week session
Indoor Soccer (6 yrs and under)	\$45/ 8 week session
Indoor Soccer (8 yrs and under)	\$45/ 8 week session
Parent & Me Hit the Tee	\$25/1 day event
Art Lessons (6 yrs and under)	\$5/class
Climbing Wall (6yrs and older)	\$25/mo
Fencing (13 and up)	\$40/mo
Camptonville/South Sutter PE classes	\$59/mo

The above highlighted classes are associated with children aged 0-5 and their families, and may be eligible for funding from the First-Five grant. A large part of the costs for these classes will be instructor wages. Most of the instructors will be retained as subcontractors thereby reducing the program's insurance cost. Use of the Yuba-Sutter Training Zone location for classes will greatly reduce facility costs, which can be the majority of the expense associated with programming. Much of the equipment needed for these classes has either been purchased by the Yuba County Recreation Department or is currently owned by the Yuba-Sutter Training Zone. The First Five funding could be used to supplement class costs not covered by enrollment dues. The eventual goal for the Recreation Department would be to be self-sustaining and not require any grant funding.

To increase the impact of this program it is paramount to offer low cost and no cost programs. It is our understanding that scholarships are awarded to recipients based on established criteria and it will be a primary focal point to work with the County and First Five Yuba to ensure this critical opportunity continues.

We understand however that there is a fluid nature to this program, which will require a heightened awareness of costs to ensure the balance between affordability and sustainability. We propose to work with the County continuously to achieve this balance. We can certainly achieve steps toward self sustainability based on our business model, but this will require an in depth analysis of budget data and projected revenues. As a result, the above fees may be subject to change once we as a team, have a chance to reevaluate them.

Resources

To ensure the absolute best service available, Yuba-Sutter Training Zone proposes to leverage the funds from the First Five Yuba, registration fees and existing County resources with a multitude of our own internal resources in conjunction with this program.

As is the case with most ventures, facility costs are second only to personnel expenses. Our advantage comes with our recent expansion which allows us to dramatically reduce any facility costs you may have incurred to date. Included with this proposal is full access to the following resources which will not incur additional expenses:

- Indoor Basketball Court
- Dance Studio
- Children's Workout Area
- MMA / Martial Arts Studio
- Rock Climbing Wall
- Multi-purpose Room

Outreach and Marketing

The Yuba-Sutter Training Zone currently utilizes a variety of marketing tools from local radio advertising to print ads to social media. The Yuba-Sutter Training Zone can minimize advertising costs for the Yuba County Recreation Department by including Recreation Department programming along with Yuba-Sutter Training Zone advertising. It would be comparatively inexpensive to advertise Recreation Department programs with Yuba-Sutter Training Zone print media such flyers, facility brochures, mailers and door hangers. Recreation Department programming information can be extended to the Yuba-Sutter Training Zone's current and past membership base via e-mail blasts, Facebook and a website link between the Yuba-Sutter Training Zone website and the Yuba County Recreation Department website. The Yuba-Sutter Training Zone has almost four hundred members per day attend our facility. A bulletin board advertising Recreation Department programming in a strategic position within the club can provide immense exposure at a minimal cost.

The Yuba-Sutter Training Zone participates in numerous community events. These events include the Peach Festival, National Night Out, Relay for Life, Winter Stroll, Christmas Parade, local running races and several health fairs throughout the year. These events will be an excellent outreach opportunity to spread the word about the Recreation Department programming to citizens throughout Yuba County again at little or no cost.

One of the most important outreach programs is to the Yuba County Schools. As previously mentioned, physical activity has an enormous impact on children's learning abilities and school preparation. Sending information home with students is a great way to let parents know about Recreation Department programming. This is especially important for lower-income families who perhaps do not have access to the internet or other print media. The Yuba-Sutter Training Zone would like to offer **NO** cost fitness classes for preschool children and their families at rotating school sites. The classes could be held outside, weather permitting, and indoors with the approval of MJUSD. Our depth of staff with experienced and knowledgeable instructors give us the necessary resources to take recreational programming to low-income families who may not have the transportation nor the means to otherwise access these programs.

Budget

Although it is our intent to work with the Recreation Department and First Five Yuba in creating a budget after we develop goals and strategies, attached are preliminary figures as a starting point:

YEAR ONE

ITEM	AMOUNT
Salary and Benefits	\$9,000.00
Instructor Fees	\$2,500.00
Outside Facilities (<i>Includes \$8,000 for Aquatics</i>)	\$9,500.00
Program Materials	\$1,500.00
Marketing	\$1,500.00
Equipment	\$500.00
YEAR ONE TOTAL	\$24,500.00

YEAR TWO

ITEM	AMOUNT
Salary and Benefits	\$36,000.00
Instructor Fees	\$12,500.00
Outside Facilities (<i>Includes \$8,000 for Aquatics</i>)	\$14,000.00
Program Materials	\$6,000.00
Marketing	\$3,000.00
Equipment	\$4,000.00
YEAR TWO TOTAL	\$75,500.00

The above budget reflects our total proposal cost of **\$100,000.00** and although it is somewhat unconventional to propose the full budgeted amount in an RFP, our belief in this particular circumstance is that no funds should be left on the table because any cost savings should be reinvested in the success of this program as we have demonstrated.

We are living in a new economic era where public and private partnerships are becoming the "think outside the box" solution to rising costs and unsustainable programs. Forging ahead with this partnership will create a winner's circle where the community basks in the success of our endeavor and achieves our mutual goal toward a happier, healthier society.

Thank you for your consideration.

Sincerely,

Chris Gill
Owner

Yuba-Sutter Training Zone
(530) 301-0485

References

1. Jilleen Foy-Menghini, Owner
Studio B
2431 Railroad Avenue
Yuba City, CA 95991
(530) 755-2501
2. Cassio Werneck, Owner
Cassio Werneck Brazilian Jiu-Jitsu
3732 Auburn Blvd
Sacramento, CA 95821
(916) 482-2505
3. Chris Mahurin, School Director
C.O.R.E Charter School
The Camptonville Academy
922 G Street
Marysville, CA 95901
(530) 742-2786 X 202
4. Rachel Farrell
Harmony Health
1908 North Beale Road
Marysville, CA 95901
(530) 743-6888
5. Nicole Salle
Salle Orchards
3947 Wheatland Road
Wheatland, CA 95692
(530) 633-0805

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **\$150,000.00**; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. All work and invoices completed under this agreement must be inspected and approved by COUNTY before payment is made. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$150,000.00 without a formal written amendment to this Agreement approved by the COUNTY.

B.2 REVENUES COLLECTED. The COUNTY shall receive from CONTRACTOR all associated registration fees and/or revenue pursuant to this program which have been collected at sites other than County offices no later than the tenth (10th) day of the month following provision of services. The total monthly revenue shall correlate to the number of registrants and detailed records shall be provided or made available which must be inspected and approved by COUNTY before payment is made pursuant to Provision B.1.

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by a formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

ATTACHMENT C

OTHER TERMS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations.

CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.3 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.4 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.5 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.6 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations and includes all notifications and costs.

COUNTY OF YUBA

ATTACHMENT D

GENERAL PROVISIONS

D.1 CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as a CONTRACTOR and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As a CONTRACTOR, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As a CONTRACTOR, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement 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:

If to "COUNTY":

Community Development and Services Agency
County of Yuba
Attn: Kevin Mallen, Director
915 8th Street
Suite 125
Marysville, CA 95901

and

First Five Yuba
Attn: Jenny Sharkey, Executive Director
1114 Yuba Street, Suite 121
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Yuba Sutter Training Zone
ATTN: Chris Gill, Owner
424 D Street
Marysville, CA 95901



COUNTY OF YUBA
Cal, Inc. – Courthouse Abatement

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. If Contractor fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$2,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

4. Employers Liability	\$1,000,000	Each accident, \$1,000,000 policy limit
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E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The General Liability, Automobile Liability, Contractors Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

- (a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- (b) The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- (c) CONTRACTOR'S Pollution Liability and/or Asbestos Pollution. No policy shall containing an "Insured v. Insured" exclusion.
- (d) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

(e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the COUNTY.

(f) The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

E.1.5 If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

E.2 WAIVER OF SUBROGATION. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverage's are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.4. VERIFICATION OF COVERAGE. Contractor shall furnish County with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the County, unless the insurance company will not use the County's form. All endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the County's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E.6 SUB-CONTRACTORS. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

The County of Yuba

DEPARTMENT OF ADMINISTRATIVE SERVICES

DOUG McCOY - Director

TARA REPKA FLORES - Assistant Director




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(530) 749-7880

FAX (530) 749-7884

February 1, 2011

To: Public Facilities Committee

From: Doug McCoy,  Director of Administrative Services

Subject: Recommend for approval of Master Lease Agreements with Enterprise Fleet Management

RECOMMENDATION

Recommend the Public Facilities Committee approve recommendations to the Board of Supervisors for a new fleet management program for the ASF with Enterprise Fleet; approve Master Equity Lease Agreement, Maintenance Management Agreement, and Maintenance Agreement and authorize Chair to execute same; adopt a resolution authorizing the Director of Administrative Services to execute lease schedules and other documentation as necessary for vehicle assignments upon approval by County Counsel.

BACKGROUND/ DISCUSSION

The County is comprised of three fleet programs: Sheriff's, Public Works and Automotive Services Fund (ASF). The ASF fleet is managed by the Administrative Services Department and maintains vehicles for a variety of departments and is composed of approximately 87 vehicles, including vans, pick-ups trucks, small SUVs, large SUVs, and automobiles and other pieces of equipment which the County staff use in the performance of their job functions. At the present time the fleet includes a mix of owned and lease-to-own vehicles utilizing a fleet management service through ARI. While vehicle turnover varies by department usage, vehicle type, and funding, the general pattern is to purchase the vehicle with the intent to own and operate it until it is obsolete, then sell it at auction. The average age of a vehicle in the ASF is six years old.

In April of 2010, the County began discussions with Enterprise in an effort to obtain information on what programs they offer. Following Enterprise's presentation, the Administrative Services division did cost and utilization analysis to study the potential cost savings and operational efficiency to change to a pure lease program. After this review, it was determined that a pure lease program would offer immediate and long term benefits to the County.

ANALYSIS

The proposed program consists of entering into a lease arrangement with Enterprise Fleet Management that would include phasing out the oldest vehicles in the County's fleet and drawing on the equity in all of the vehicles.

Under the proposed lease program, the County would retain the ability to select the vehicles, features, and accessories that allow staff to do their jobs most efficiently. Maintenance costs would be structured into the lease payment with all tracking and scheduling performed by Enterprise. Maintenance would be performed by the same local vendors that are currently being utilized under the ARI program. Finally, at the end of the lease, the County would have the option to: (1) purchase the vehicle from Enterprise for the residual value, (2) sell the vehicle and keep the equity (resale amount less residual value), or (3) sell the vehicle and apply the equity towards a new lease.

The following attachments detail the current costs to departments and the anticipated costs under the new program. The current charges to departments and Enterprise program costs include lease payments, fuel, maintenance, tire replacement and administrative fees.

Administrative Services analyzed the Enterprise program currently being utilized by a number of public agencies. From this analysis, it was determined that the City of Compton offered the most comparable vehicle fleet and competitive vehicle rates. Therefore, we are relying upon this competitive selection process conducted by the City of Compton to select Enterprise Fleet Management to administer this lease program. County Counsel has reviewed documentation from the City of Compton and the pricing as presented for Yuba County and has concluded that Yuba County may utilize the pricing agreement of another Public Agency and thereby take advantage of such public agency's rate when the pricing rate was reached pursuant to a competitive bid process.

The proposed program offers several potential benefits. A vehicle lease approach will save a majority of departments on their current budgeted monthly vehicle costs. The attached Monthly Cost Comparison sheet indicates the current rate charged per vehicle and what the proposed rate could be under the new program. The lease program model also offers the promise of providing the County with a newer vehicle fleet. Whereas, the average vehicle in the County's fleet is six years old, if the proposed lease option is approved, the County's fleet would have a five year holding period for a vehicle and be able to still roll equity into a new vehicle at the end of that five year period without an increase in cost. Since fuel economy, emissions control technology and mechanical reliability are better for newer vehicles, this reduction in the average vehicle age could result in significant cost savings to the County, while reducing air pollution emitted by County vehicles. This program will continue to provide these benefits on an ongoing basis with the establishment of a replacement schedule that will maintain the equity, presentation, and reliability of the County's fleet.

Departments that utilize the ASF fleet program are Agricultural Weights and Measures, Assessor, Airport, Building and Grounds, CDSA Building Inspection, Code Enforcement, Child Support Services, District Attorney, CDSA Environmental Health, Office of Emergency Services, Health Department, Health and Human Services, CDSA Housing, Juvenile Hall, Probation, Public Guardian, Social Services, Three Rivers, Victim Witness, and Custodial.

FISCAL IMPACT

The immediate savings of this program was a credit to the general fund in the amount \$500,000 from the Automotive Services Fund in September 2010 in anticipation of this program. In addition, the estimated equity from the sale of the County's older vehicles, less the vehicle capitalized cost reduction to ensure future equity returns, is approximately \$100,000.

Departments budget based on 2010-2011 fleet rates. These fleet rates vary by type of vehicle, use and department. The total amount budgeted across departments was \$561,120 for 2010-2011 based on these department fleet rates.

Based on the pure lease program that Enterprise is proposing, the annual amount budgeted across departments is estimated to be \$520,020. An annual cost savings of \$42,300 and will provide over 50% of the fleet with new more cost efficient, reliable vehicles. These cost savings are presented below in Table A.

Table A

Capital Savings Received from the ASF on 9/30/2010	\$500,000
Anticipated Capital to be Received	\$100,000

Annual Budget – Existing Program/Fleet Rates	\$561,120	
Anticipated Budget – New Program	\$520,020	
Annual Savings to Departments		\$41,100

The resulting savings to the departments will vary by department and by the types of vehicles each department holds.

Prior to moving forward with this program with Enterprise, Administrative Services will be working in collaboration with the County Administrators Office to meet with Department Heads and evaluate each individual department's actual vehicle needs based on use, maintenance, and utilization and present options to the departments on how they may be able to reduce their number of vehicle assignments. We expect that after this analysis and department discussions that we could continue to see a reduction in the number of fleet vehicles based on past efficiency practices where in the last two years we have reduced our fleet by over 35 vehicles.

YUBA COUNTY FLEET ANALYSIS

Sub Div	Vehicle	Client Data	Vehicle Type	Year	Make Name	Model Name	Current Charges to Depts ¹	Enterprise Program Costs ²	Cost Difference ³	Buyout/ New Lease ⁴	Notes ⁵
600	1276	Assessor	Mid Size SUV 4x4	2007	CHEVROLET	CT15506 TRAILBLAZER	\$655	\$500	(\$155)	Buyout	
600	1282	Assessor	Mid Size SUV 4x4	2008	CHEVROLET	CT15506 TRAILBLAZER	\$685	\$500	(\$185)	Buyout	
1400	12817	Airport	1/2 Ton Pickup Ext 4x4	2008	CHEVROLET	CK10553 SILVERADO 15	\$690	\$480	(\$210)	Buyout	
2500	1170	DA	Full-size Sedan	2007	CHEVROLET	IMPALA LS 1WB19	\$610	\$450	(\$160)	Buyout	
2500	1278	DA	Full Size SUV 4x4	2007	CHEVROLET	CK10706 TAHOE	\$815	\$600	(\$215)	Buyout	
3100	1271	Probation	Compact SUV 4x4	2007	JEEP	KJH74 LIBERTY	\$650	\$475	(\$175)	Buyout	
3100	1272	Probation	Compact SUV 4x4	2007	JEEP	KJH74 LIBERTY	\$650	\$475	(\$175)	Buyout	
3100	1277	Probation	Full Size SUV 4x4	2007	CHEVROLET	CK10706 TAHOE	\$815	\$600	(\$215)	Buyout	
3100	1289	Victim Witness	Compact SUV 4x4	2008	JEEP	KKJL74 LIBERTY	\$650	\$475	(\$175)	Buyout	
3100	1390	Probation	Full-size Van-Passenger	2009	CHEVROLET	CG33706 EXPRESS 3500	\$800	\$475	(\$325)	Buyout	
3100	1541	Probation	Full Size SUV 4x4	2010	FORD	EXPEDITION	\$500	\$500	\$0	Buyout	
3100	12891	Probation	Compact SUV 4x4	2008	JEEP	KKJL74 LIBERTY	\$650	\$475	(\$175)	Buyout	
3350	1274	TRLIA	Compact SUV 4x4	2007	JEEP	KJH74 LIBERTY	\$660	\$475	(\$185)	Buyout	
3400	1076	AG Dept	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
3400	1089	AG Dept	Mid-size Sedan	2008	CHEVROLET	MALIBU LS W/1 1ZG69	\$590	\$450	(\$140)	Buyout	
3400	12811	AG Dept	Compact Pickup Reg 4x4	2008	CHEVROLET	CT15403 COLORADO	\$615	\$460	(\$155)	Buyout	
3400	12815	AG Dept	1/2 Ton Pickup Reg 4x4	2008	CHEVROLET	CK10703 SILVERADO 15	\$645	\$470	(\$175)	Buyout	
3400	12816	AG Dept	1/2 Ton Pickup Reg 4x4	2008	CHEVROLET	CK10703 SILVERADO 15	\$645	\$470	(\$175)	Buyout	
3400	12818	AG Dept	1/2 Ton Pickup Reg 4x4	2008	CHEVROLET	CK10703 SILVERADO 15	\$685	\$470	(\$215)	Buyout	
3600	1279	Code Enforcement	Mid Size SUV 4x4	2007	CHEVROLET	CT15506 TRAILBLAZER	\$685	\$500	(\$185)	Buyout	
3600	12791	Code Enforcement	Mid Size SUV 4x4	2007	CHEVROLET	CT15506 TRAILBLAZER	\$685	\$500	(\$185)	Buyout	
3600	12792	Code Enforcement	Mid Size SUV 4x4	2007	CHEVROLET	CT15506 TRAILBLAZER	\$685	\$500	(\$185)	Buyout	
4200	1281	OES	Mid Size SUV 4x4	2008	CHEVROLET	CT15506 TRAILBLAZER	\$685	\$500	(\$185)	Buyout	
4700	1273	Health	Compact SUV 4x4	2007	JEEP	KJH74 LIBERTY	\$650	\$475	(\$175)	Buyout	
4700	12812	Health	Mid Size SUV 4x4	2008	NISSAN	04818 XTERRA	\$650	\$470	(\$180)	Buyout	
5200	1070	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1071	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1072	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1073	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1074	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1075	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1077	HSA / Soc.Svs	Mid-size Sedan	2007	CHEVROLET	MALIBU LS W/1 1ZS69	\$570	\$450	(\$120)	Buyout	
5200	1083	HSA / Soc.Svs	Mid-size Sedan	2008	CHEVROLET	MALIBU LS W/1 1ZG69	\$590	\$450	(\$140)	Buyout	
5200	1084	HSA / Soc.Svs	Mid-size Sedan	2008	CHEVROLET	MALIBU LS W/1 1ZG69	\$590	\$450	(\$140)	Buyout	
5200	1085	HSA / Soc.Svs	Mid-size Sedan	2008	CHEVROLET	MALIBU LS W/1 1ZG69	\$590	\$450	(\$140)	Buyout	
5200	1087	HSA / Soc.Svs	Mid-size Sedan	2008	CHEVROLET	MALIBU LS W/1 1ZG69	\$590	\$450	(\$140)	Buyout	
5200	1088	HSA / Soc.Svs	Mid-size Sedan	2008	CHEVROLET	MALIBU LS W/1 1ZG69	\$590	\$450	(\$140)	Buyout	

YUBA COUNTY FLEET ANALYSIS

Sub Div	Vehicle	Client Data	Vehicle Type	Year	Make Name	Model Name	Current Charges to Depts ¹	Enterprise Program Costs ²	Cost Difference ³	Buyout/ New Lease ⁴	Notes ⁵
5200	12793	HSA / Soc.Svs	Compact SUV 4x4	2007	JEEP	KJUH74 LIBERTY	\$585	\$475	(\$110)	Buyout	
5200	12813	HSA / Soc.Svs	Mid Size SUV 4x4	2008	NISSAN	04818 XTERRA	\$650	\$470	(\$180)	Buyout	
5200	12814	HSA / Soc.Svs	Mid Size SUV 4x4	2008	NISSAN	04818 XTERRA	\$650	\$470	(\$180)	Buyout	
900	1231	Building & Grounds	1 Ton Cab Chassis	2003	CHEVROLET	3500 SILVERADO	\$520	\$800	\$280	New	Note A
900	1232	Building & Grounds	1 Ton Cab Chassis	2003	CHEVROLET	3500 SILVERADO	\$520	\$800	\$280	New	Note A
900	1233	Building & Grounds	1/2 Ton Pickup Reg 4x4	2003	CHEVROLET	1500 SILVERADO	\$520	\$585	\$65	New	
900	1237	Building & Grounds	1/2 Ton Pickup Reg 4x4	2003	CHEVROLET	1500 SILVERADO	\$520	\$585	\$65	New	
900	1418	Building & Grounds	Compact Pickup Reg 4x4	2001	DODGE	DAKOTA	\$485	\$525	\$40	New	
900	1460	Building & Grounds	Compact Pickup Reg 4x2	1996	CHEVROLET	S-10 PU	\$485	\$470	(\$15)	New	
950	1201	Custodial	1/2 Ton Pickup Reg 4x4	2000	DODGE	RAM 1500	\$485	\$550	\$65	New	Note A
2600	1324	CSS	Minivan-Passenger	2002	FORD	WINDSTAR	\$485	\$600	\$115	New	Note A
2600	1328	CSS	Minivan-Passenger	2002	KIA	SEDONA VAN	\$485	\$600	\$115	New	Note A
3000	1395	Juv Hall	Full-size Van-Passenger	1999	GMC	SAVANA 3500	\$485	\$700	\$215	New	Note A
3100	1247	Victim Witness	Compact SUV 4x4	2004	JEEP	LIBERTY	\$510	\$600	\$90	New	
3100	1123	Victim Witness	Mid-size Sedan	2002	DODGE	STRATUS	\$485	\$500	\$15	New	
3100	1305	Probation	Full-size Van-Passenger	2000	DODGE	RAM 2500	\$500	\$700	\$200	New	Note A
3100	1306	Probation	Full-size Sedan	2000	FORD	TAURUS WAGON	\$485	\$545	\$60	New	
3100	1310	Probation	Full-size Van-Passenger	2001	DODGE	RAM 2500	\$500	\$700	\$200	New	Note A
3400	1234	AG Dept	1/2 Ton Pickup Reg 4x4	2003	CHEVROLET	1500 SILVERADO	\$520	\$585	\$65	New	
3500	1241	Building	Compact SUV 4x4	2004	JEEP	LIBERTY	\$510	\$600	\$90	New	
3500	1262	Building	Hybrid SUV	2006	FORD	ESCAPE HYBRID	\$510	\$750	\$240	New	Note B
3500	1263	Building	Hybrid SUV	2006	FORD	ESCAPE HYBRID	\$510	\$750	\$240	New	Note B
3500	1264	Building	Compact SUV 4x4	2006	JEEP	LIBERTY	\$510	\$600	\$90	New	
3500	1270	Building	Mid Size SUV 4x4	2007	CHEVROLET	TRAILBLAZER	\$685	\$500	(\$185)	New	Note A
3600	1243	Code Enforcement	Compact SUV 4x4	2004	JEEP	LIBERTY	\$510	\$600	\$90	New	
3600	1420	Code Enforcement	Compact Pickup Ext 4x4	2002	DODGE	DAKOTA	\$485	\$525	\$40	New	
4200	1275	OES	Mid Size SUV 4x4	2007	CHEVROLET	CT15506 TRAILBLAZER	\$685	\$500	(\$185)	New	
4700	1122	Health	Mid-size Sedan	2002	DODGE	STRATUS	\$485	\$500	\$15	New	
4700	1307	Health	1/2 Ton Van Cargo	2000	DODGE	RAM 1500	\$500	\$560	\$60	New	
4701	1212	Env Health	1/2 Ton Pickup Ext 4x4	2001	FORD	F150	\$520	\$650	\$130	New	Note A
4701	1240	Env Health	Compact SUV 4x4	2004	JEEP	LIBERTY	\$510	\$600	\$90	New	
4800	1121	Env Health	Mid-size Sedan	2002	DODGE	STRATUS	\$485	\$500	\$15	New	
4800	1242	Env Health	Compact SUV 4x4	2004	JEEP	LIBERTY	\$510	\$600	\$90	New	
4800	1250	Env Health	1/2 Ton Pickup Reg 4x4	2005	CHEVROLET	SILVERADO 1500	\$520	\$470	(\$50)	New	
4800	1413	Env Health	Compact Pickup Reg 4x4	2001	DODGE	DAKOTA	\$485	\$525	\$40	New	
4800	1421	Env Health	Compact Pickup Ext 4x4	2002	DODGE	DAKOTA	\$485	\$525	\$40	New	
5200	1023	Public Guard	Full-size Sedan	2002	DODGE	INTREPID	\$485	\$500	\$15	New	

YUBA COUNTY FLEET ANALYSIS

Sub Div	Vehicle	Client Data	Vehicle Type	Year	Make Name	Model Name	Current Charges to Depts ¹	Enterprise Program Costs ²	Cost Difference ³	Buyout/ New Lease ⁴	Notes ⁵
5200	1030	CPS - SS	Full-size Sedan	2003	FORD	TAURUS	\$485	\$450	(\$35)	New	
5200	1303	CPS - SS	Minivan-Passenger	2000	GMC	SAFARI VAN	\$500	\$500	\$0	New	Note A
5200	1031	HSA / Soc.Svs	Full-size Sedan	2003	FORD	TAURUS	\$485	\$450	(\$35)	New	
5200	1092	HSA / Soc.Svs	Mid-size Sedan	1999	CHEVROLET	MALIBU	\$485	\$525	\$40	New	
5200	1329	HSA / Soc.Svs	Full-size Van-Passenger	2002	DODGE	RAM 2500	\$500	\$700	\$200	New	Note A
5204	1025	Fraud	Full-size Sedan	2002	DODGE	INTREPID	\$485	\$500	\$15	New	
5204	1141	Fraud	Mid-size Sedan	2004	DODGE	STRATUS	\$485	\$500	\$15	New	
6700	1245	Housing	Compact SUV 4x4	2004	JEEP	LIBERTY	\$510	\$600	\$90	New	
Totals							\$46,760	\$43,335	(\$3,425)		

POOL UNITS						Monthly Cost	Enterprise Program Costs ²	Cost Difference ³	Buyout/ New Lease	Notes ⁴
9600	1236	Pool - Govt	Compact SUV 4x4	2003	JEEP	LIBERTY	\$400	\$250	New	Note D
9600	1244	Pool - Govt	Compact SUV 4x4	2004	JEEP	LIBERTY	\$400	\$250	New	Note D
9600	1246	Pool - Govt	Compact SUV 4x4	2004	JEEP	LIBERTY	\$400	\$250	New	Note C
9600	1330	Pool - Govt	Full-size Sedan	2003	FORD	TAURUS WAGON	\$400	\$250	New	Note C
9600	1394	Pool - Govt	Minivan-Passenger	1999	CHEVROLET	ASTRO VAN	\$450	\$300	New	Note C
Totals						\$750	\$2,050	\$1,300		

Footnotes:

1 - Current Charges to Department include fuel, maintenance and lease(if applicable) and administrative costs

2 - Enterprise Program costs include all of the items as indicated in number footnote 1

3 - Cost Difference is a negative for reduced cost and a positive for increased cost

4 - Buyout means that Enterprise will utilize equity within these vehicles to create cost savings, when available, and to bring these vehicles onto the Enterprise Program

5 - Notes are indicated on a separate attachment and reference additional information on that particular vehicle

Notes

A Older vehicle with no payments being replaced by a new vehicle will have increased cost.

B We are not recouping accurate cost for these vehicles **currently**.

C Replace vehicles with more cost efficient practical use vehicles.

D We plan to reduce our pool vehicle fleet. This is predicated on responses from other departments need for pool **vehicles**.

Monthly Cost Comparison By Department

Division/ Budget	Vehicle #	Department Name	Current Rate	New Program Rate	B=Buyout N=New
3400	1076	AG	\$570.00	\$450.00	B
	1089	AG	\$590.00	\$450.00	B
	1234	AG	\$520.00	\$585.00	N
	12811	AG	\$615.00	\$460.00	B
	12815	AG	\$645.00	\$470.00	B
	12816	AG	\$645.00	\$470.00	B
	12818	AG	\$685.00	\$470.00	B
		AG Total	\$4,270.00	\$3,355.00	(915.00)
9500	12817	Airport	\$690.00	\$480.00	B
		Airport Total	\$690.00	\$480.00	(210.00)
0600	1276	Assessor	\$655.00	\$500.00	B
	1282	Assessor	\$685.00	\$500.00	B
		Assessor Total	\$1,340.00	\$1,000.00	(340.00)
0900	1231	Bldg & Grd	\$520.00	\$800.00	N
	1232	Bldg & Grd	\$520.00	\$800.00	N
	1233	Bldg & Grd	\$520.00	\$585.00	N
	1237	Bldg & Grd	\$520.00	\$585.00	N
	1418	Bldg & Grd	\$485.00	\$525.00	N
	1460	Bldg & Grd	\$485.00	\$470.00	N
		Bldg & Grd Total	\$3,050.00	\$3,765.00	715.00
3500	1241	Bldg Insp	\$510.00	\$600.00	N
	1243	Bldg Insp	\$510.00	\$600.00	N
	1262	Bldg Insp	\$510.00	\$750.00	N
	1263	Bldg Insp	\$510.00	\$750.00	N
	1264	Bldg Insp	\$510.00	\$600.00	N
	1270	Bldg Insp	\$685.00	\$500.00	N
		Bldg Insp Total	\$3,235.00	\$3,800.00	565.00
3600	1420	Code Enfrc	\$485.00	\$525.00	N
	1279	Code Enfrc	\$685.00	\$500.00	B
	1279-1	Code Enfrc	\$685.00	\$500.00	B
	1279-2	Code Enfrc	\$685.00	\$500.00	B
		Code Enfrc Total	\$2,540.00	\$2,025.00	(515.00)

2600	1324	CSS	\$485.00	\$600.00	N
	1328	CSS	\$485.00	\$600.00	N
		CSS Total	\$970.00	\$1,200.00	230.00
2500	1170	DA	\$610.00	\$450.00	B
	1278	DA	\$815.00	\$600.00	B
		DA Total	\$1,425.00	\$1,050.00	(375.00)
4701	1121	Env Health	\$485.00	\$500.00	N
4800	1212	Env Health	\$520.00	\$650.00	N
	1240	Env Health	\$510.00	\$600.00	N
	1242	Env Health	\$510.00	\$600.00	N
	1250	Env Health	\$520.00	\$470.00	N
	1413	Env Health	\$485.00	\$525.00	N
	1421	Env Health	\$485.00	\$525.00	N
		Env Health Total	\$3,515.00	\$3,870.00	355.00
4200	1275	OES	\$685.00	\$500.00	N
	1281	OES	\$685.00	\$500.00	B
		OES Total	\$1,370.00	\$1,000.00	(370.00)
4700	1122	Health	\$485.00	\$500.00	N
	1273	Health	\$650.00	\$475.00	B
	1307	Health	\$500.00	\$560.00	N
	12812	Health	\$650.00	\$470.00	B
		Health Total	\$2,285.00	\$2,005.00	(280.00)
6700	1245	Housing	\$510.00	\$600.00	N
		Housing Total	\$510.00	\$600.00	90.00
3000	1271	Juvenile Hall	\$650.00	\$475.00	B
	1395	Juvenile Hall	\$485.00	\$700.00	N
		Juvenile Hall Total	\$1,135.00	\$1,175.00	40.00
3100	1272	Probation	\$650.00	\$475.00	B
	1277	Probation	\$815.00	\$600.00	B
	1305	Probation	\$500.00	\$700.00	N
	1306	Probation	\$485.00	\$545.00	N
	1310	Probation	\$500.00	\$700.00	N
	1390	Probation	\$800.00	\$475.00	B
	12891	Probation	\$650.00	\$475.00	B
	1541	Probation	\$500.00	\$500.00	B
		Probation Total	\$4,900.00	\$4,470.00	(430.00)

5200	1023	Public Guardian	\$485.00	\$500.00	N
		Public Guardian Total	\$485.00	\$500.00	15.00
5200	12813	Soc Svcs-APS	\$650.00	\$470.00	B
	1087	Soc Svcs-APS	\$590.00	\$450.00	B
		Soc Svcs-APS Total	\$1,240.00	\$920.00	(320.00)
5200	1030	Soc Svcs-CPS	\$485.00	\$450.00	N
	1303	Soc Svcs-CPS	\$500.00	\$500.00	N
		Soc Svcs-CPS Total	\$985.00	\$950.00	(35.00)
5204	1025	Soc Svcs-Fraud	\$485.00	\$500.00	N
	1141	Soc Svcs-Fraud	\$485.00	\$500.00	N
		Soc Svcs-Fraud Total	\$970.00	\$1,000.00	30.00
5200	1031	Social Svcs	\$485.00	\$450.00	N
	1070	Social Svcs	\$570.00	\$450.00	B
	1071	Social Svcs	\$570.00	\$450.00	B
	1072	Social Svcs	\$570.00	\$450.00	B
	1073	Social Svcs	\$570.00	\$450.00	B
	1074	Social Svcs	\$570.00	\$450.00	B
	1075	Social Svcs	\$570.00	\$450.00	B
	1077	Social Svcs	\$570.00	\$450.00	B
	1083	Social Svcs	\$590.00	\$450.00	B
	1084	Social Svcs	\$590.00	\$450.00	B
	1085	Social Svcs	\$590.00	\$450.00	B
	1088	Social Svcs	\$590.00	\$450.00	B
	1092	Social Svcs	\$485.00	\$525.00	N
	1329	Social Svcs	\$500.00	\$700.00	N
	12814	Social Svcs	\$650.00	\$470.00	B
	1279-3	Social Svcs	\$585.00	\$475.00	B
		Social Svcs Total	\$9,055.00	\$7,570.00	(1,485.00)
3350	1274	TRLIA	\$660.00	\$475.00	B
		TRLIA Total	\$660.00	\$475.00	(185.00)
3110	1289	Vic Wit	\$650.00	\$475.00	B
	1247	Vic Wit	\$510.00	\$600.00	N
	1123	Vic Wit	\$485.00	\$500.00	N
		Vic Wit Total	\$1,645.00	\$1,575.00	(70.00)
0950	1201	Custodial	\$485.00	\$550.00	N
		Custodial Total	\$485.00	\$550.00	65.00
		Total Billed to Departments	\$46,760.00	\$43,335.00	(3,425.00)

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this eighteenth day of November, 2010, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and County of Yuba ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the eighteenth day of November, 2010, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: County of Yuba

LESSOR: Enterprise Fleet Management, Inc.

By: Mary Jane Griego
Title: Board Chair

By: Bradley Tyberg
Title: Group Sales Manager

Address: 951 8th Street
Marysville, CA 95901

Address: 199 N Sunrise Ave
Roseville, CA 95661

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed: _____, _____

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

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the eighteenth day of November, 2010, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and County of Yuba (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Lessee's Fleet Manager. If Lessee prefers that EFM handle the damage repair, Lessee agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and lessee agrees to reimburse for repairs as outlined in this agreement. If the lessee desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Lessee.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence

prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
8. **FEES:** EFM will charge the Company for the service under this Agreement \$8.00 per month per Card, plus a one time set-up fee of \$0.00.
9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: County of Yuba

EFM: Enterprise Fleet Management, Inc.

By: Mary Jane Griego
Title: Board Chair

By: Bradley Tyberg
Title: Group Sales Manager

Address: 951 8th Street
Marysville, CA 95901

Address: 199 N Sunrise Ave
Roseville, CA 95661

Date Signed: _____, _____

Date Signed: _____, _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this eighteenth day of November, 2010, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: County of Yuba

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Mary Jane Griego
Title: Board Chair

By: Bradley Tyberg
Title: Group Sales Manager

Address: 915 8th Street
Marysville, CA 95901

Address: 199 N Sunrise Ave
Roseville, CA 95661

Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

By: *Pat Germaine*

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

**RESOLUTION AUTHORIZING THE
DIRECTOR OF ADMINISTRATIVE
SERVICES TO EXECUTE LEASE
SCHEDULES WITH ENTERPRISE
FLEET MANAGEMENT**

RESOLUTION NO: _____

WHEREAS, the County desires to maintain the performance, operability, appearance of the County vehicle fleet by means of a professional fleet services company and vehicle leasing service; and

WHEREAS, the County desires to execute a contract for fleet management and vehicle leasing services; and

WHEREAS, as a result of a competitively bid agreement of another public agency, Enterprise Fleet Services was selected as the provider for fleet management and vehicle leasing services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba hereby approves the fleet services and leasing agreement with Enterprise Fleet Management.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba hereby authorizes the Director of Administrative Services to execute any and all necessary documents relating to the lease schedules, subject to approval by County Counsel.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2010, by the following vote.

AYES:

NOES:

ABSENT:

Chairperson, Mary Jane Griego

ATTEST: DONNA STOTTLEMEYER
 Clerk of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES
YUBA COUNTY COUNSEL

By Pat Permon