

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 15, 2011

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Stocker
 - 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. **Clerk of the Board of Supervisors**
 1. Approve minutes of the regular meeting February 1, 2011. (065-11)
 - B. **Community Development and Services**
 1. Release Performance Bond with Plumas Lake Investment Company, LLC for River Oaks Boulevard Improvements and substitute alternate security in the form of a Deferred Improvement Agreement and authorize the Public Works Director to execute agreement. (066-11)
 2. Adopt resolution accepting Feather River Air Quality Management District (FRAQMD) grant agreement No. VF10-03 for replacing three diesel trucks with one heavy duty diesel truck and authorizing the Public Works Director to execute any and all related administrative documents. (067-11)
 - C. **Sheriff-Coroner**
 1. Authorize Budget Transfer in the amount of \$25,527 from Account No. 151-9400-410-90-11 (Auto Fund Reimbursements) to Account No. 151-9400-410-62-00 (Auto Fund Fixed Assets) for the purchase of a replacement vehicle assigned to Hill Patrol. (068-11)
 - 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. **ITEM OF PUBLIC INTEREST**
 - A. Adopt resolution approving special event permit request from Scott Davis, E Street MX, for a national motocross race to be held on Shad Pad and adjacent property owned by applicant scheduled March 11 through 13, 2011 and the fee of \$3,587. (Community Development and Services) (Ten minute estimate) (069-11)

VI. **COUNTY DEPARTMENTS**

A. **Administrative Services**

1. Approve fleet management program with Enterprise Fleet Management; approve Master Equity Lease agreement, Maintenance Management agreement, and Maintenance agreement, and authorize the Chairman to execute same; adopt a resolution authorizing the Director of Administrative Services to execute lease schedules with Enterprise Fleet Management. (Public Facilities Committee recommends approval) (Ten minute estimate) (070-11)

B. **County Administrator**

1. Receive Mid-year Financial Report; authorize Budget Transfers in the total amount of \$5,119,322 with \$271,049 from General Fund Contingency; approve mid-year personnel request; and approve mid-year fixed assets requests. (Thirty minute estimate) (071-11)

VII. **CORRESPONDENCE** - (072-11)

- A. Notice from California Wildlife Conservation Board regarding acceptance of Yuba Highlands Conservation Easement Phase 1 and meeting scheduled February 24, 2011 at 10:00 in Sacramento.
- B. Letter from California Department of Veterans Affairs regarding Veterans Services Officer work securing benefits for local veterans and their families.

VIII. **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.

IX. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Potential litigation pursuant to Government Code §54956.9(b) - Seven Claims/Bock

X. **ADJOURN**

2:00 P.M. **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

NO COMMITTEE MEETINGS

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.

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CONSENT

AGENDA

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The County of Yuba

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

FEBRUARY 1, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 6:15 p.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 Griego
- 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 Consent Agenda MOVED: Hal Stocker SECOND: Andy Vasquez
 AYES: Hal Stocker, Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe
 NOES: None ABSENT: None ABSTAIN: None

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) Approved.

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) Approved.
2. Approve minutes from meeting of January 11 and 18, 2011. (043-11) Approved as written.
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) Approved.

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) Adopted Resolution No. 2011-9, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL HEALTH TO APPLY

FOR CALRECYCLE WASTE TIRE ENFORCEMENT GRANT FISCAL YEARS 2010/2011
THROUGH 2015/2016."

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) Approved.

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) Approved.

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) Approved.

IV. PUBLIC COMMUNICATIONS: The following individuals spoke:

Ms. Brigit Barnes, Loomis, regarding the Ostrom Road landfill conditional use permit.

Ms. Janet Marchant, Dobbins, regarding General Plan Update concerns and survey received from Supervisor Hal Stocker regarding the General Plan.

Mr. Greg Crompton, Dobbins, regarding General Plan Update and evacuation routes during wildfire.

Mr. Charles Sharp, Oregon House, regarding General Plan Update Environmental Impact Report inconsistencies.

Ms. Alyssa Lindman, Trails Commission Chair, regarding presentation to the Board at a future date.

V. ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.

- 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)

County Administrator Robert Bendorf recapped the solar energy project to provide infrastructure upgrades primarily at the Courthouse, Library, and other energy efficiency projects at other county buildings; and recapped the financing documents recommending the non-self funded option with a term of 16 years with a county contribution not to exceed \$800,000. Mr. Bendorf responded to Board inquiries.

Mr. Jeff Small, Capitol Public Finance Group, and Mr. Ashu Jain, Chevron Energy Solutions Company, recapped the receipt of renewable energy credits and the selling of them by the county on an annual basis.

Treasurer-Tax Collector Dan Meirzwa responded to inquiries regarding the receipt and timing of use of the credits and savings to the County.

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

Ms. Carmel Garcia, Olivehurst, regarding public notification.

MOTION: Move to approve adopting resolution; authorizing the Chairman to execute all related documents for the Chevron Energy Efficiency Project; and authorizing the Auditor-Controller to process the necessary transfer from Fund 229, Tobacco Securitization, in an amount not to exceed \$800,000. .

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

Adopted Resolution No. 2011-10, which is on file in Resolution Book No. 42 entitled: "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."

VI. RECESS: 7:29 p.m. and reconvened at 7:31 p.m. with all present as indicated above.

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) Ms. Kimerli Rempp advised of operation under a new non-profit organization and need for a new permit rather than a renewal.

MOTION: Move to approve 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. CORRESPONDENCE - (052-11)

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

- 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: Report were received on the following:

Supervisor Stocker:

- Memorial Adjournments - Mrs. Laura Jean Crabtree and Mr. Bowe Jay Heath
- Recognition of Mr. Ned Speiker regarding donating the Pavilion on the Yuba River
- First 5 Yuba sponsored program for youth on exercise and nutrition

Supervisor Griego:

- Sacramento Area Council of Governments (SACOG), First 5 Yuba, and Yuba Sutter Transit Director's meeting held January 20, 2011
- South County Economic and Improvement Committee meeting and Local Government Commission Conference Call held January 27, 2011
- SACOG Housing and Land Use Committee meeting held February 1, 2011

Supervisor Nicoletti:

- Memorial Adjournment - Ms. Sandy Fonley, Mr. Jeffrey McKoy, General Vang Pao
- County Medical Services Program meeting held January 27, 2011
- Yuba Sutter Arts Council Board, Marysville Joint Unified School District Bond Review Committee, and Beale Enhancement Team meetings held January 26, 2011
- Regional Waste Management Authority meeting held January 20, 2011
- Economic Development Advisory Committee and Manufacturers Association meetings held January 21, 2011
- Fifth Street Bridge Replacement meeting held January 31, 2011
- County Administrator meeting with Library staff
- Corps of Engineers funding cut to Marysville Ring Levee Project

Supervisor Abe:

- Unmet transit needs meeting held January 18, 2011
- Regional Council of Rural Counties meeting held January 19, 2011
- Economic Development Advisory Committee meeting and High Sierra Resource meeting held January 21, 2011

Supervisor Vasquez:

- Candlelight vigil for General Vang Pao
- Quick response of County Council regarding ordinance code changes

County Administrator Robert Bendorf:

- Review of draft audit, host fees, and impact fees
- Notification of grant receipt of \$100,00 for public safety interoperable equipment
- County marketing video nearing completion

X. CLOSED SESSION: The Board retired into closed session at 8:01 p.m. to discuss the following:

- A. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner
- B. Threatened litigation pursuant to Government Code §54956.9(b) - One Claim

Supervisor Abe left closed session at 8:06 p.m. during discussion of the department head evaluation.

The Board returned from closed session at 8:12 p.m. with all present as indicated above except Supervisor Griego.

County Counsel Angil Morris-Jones advised the Board unanimously approved a settlement in the matter of threatened litigation.

- XI. ADJOURN: 8:13 p.m. in memory of Mrs. Laura Jean Crabtree, Ms. Sandy Fonley, and Mr. Bowe Jay Heath, Mr. Jeffrey McKoy, and General Vang Pao by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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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

February 15, 2011



066-11

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TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: RELEASE PERFORMANCE BOND WITH PLUMAS LAKE INVESTMENT COMPANY, LLC
FOR RIVER OAKS BOULEVARD IMPROVEMENTS AND SUBSTITUTE ALTERNATE
SECURITY IN THE FORM OF A DEFERRED IMPROVEMENT AGREEMENT

RECOMMENDATION:

Release Performance Bond No. 105125473 in the amount of \$592,644 with Plumas Lake Investment Company, LLC. Substitute in its place alternate security in the form of a Deferred Improvement Agreement for the remaining improvements.

BACKGROUND:

Plumas Lake Investment Company, LLC (PLIC) was required to post a Performance Bond for the completion of the necessary frontage improvements on River Oaks Boulevard pertaining to the development of Phase 1 of the Plumas Lake Town Center and Commons. PLIC posted Performance Bond No. 105125473 in the amount of \$592,644. PLIC has completed the bulk of the improvements (approximately 75%) pertaining to the posted Performance bond and requested that the County grant a bond reduction. Pursuant to Section 66499.7 of the Government Code, the County is required to grant a one time bond reduction during the life of an improvement project, but only when the cost estimate of the remaining work does not exceed 20% of the total original Performance security. Since the estimated cost of the remaining improvements still exceeds 20% of the original bond amount, County Counsel has opined that we cannot allow a bond reduction.

DISCUSSION:

As an alternate solution, Public Works is proposing to use a substitute security in the form of a Deferred Improvement Agreement (DIA). The DIA is a recorded agreement that runs with the land. It places a lien on a portion of PLIC's property so that in the event that PLIC fails to complete the remaining improvements, the County can complete the improvements and sell the lien property to recover the cost of the improvements.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the routine nature of this request.

FISCAL IMPACT:

None. Substitutes one form of security for another.

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Road : River Oaks Blvd
Road No.: 44
A.P. No. 016-632-010
Parcel Map No. 2007-0022

Recorded at the Request of:
When Recorded Return To:

Yuba County Surveyor
CDSA – Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

**AGREEMENT FOR DEFERMENT OF PUBLIC IMPROVEMENT WORK
(PARCEL MAP NO. 2007-0022)**

This agreement is made and entered into this _____ day of _____, 2011,
by Plumas Lake Investment Company, LLC hereinafter referred to as "Owner" and the
County of Yuba, State of California, hereinafter referred to as the "County."

The parties agree as follows:

1. Owner owns the real property, hereinafter referred to as "Property," in the County of Yuba described in Exhibit "A" attached hereto and made a part hereof by this reference.
2. On February 6, 2008, the Yuba County Staff Development Committee conditionally approved Parcel Map No. 2007-0022 to subdivide Owner's real property.
3. Parcel Map No. 2007-0022 creating 27 parcels is filed in Book 89 of Maps at page 35 through 39 inclusive, in the office of the Recorder of Yuba County. Parcel 27 of said Parcel Map is hereinafter referred to as the "Parcel Affected" by this agreement.
4. In the case of parcel maps, provisions within section 66411.1(b) of the Government Code (Subdivision Map Act), allow for the postponement of construction requirements required by the conditions of approval pursuant to an agreement between the Owner/subdivider and the County.
5. In keeping with section 66411.1(b), the Owner desires to enter into a Deferred Improvement Agreement with the County of Yuba, as a recorded covenant to run with the land which shall be binding on all successors in interest, to defer those certain frontage improvements, hereinafter referred to as "Improvements," and as described in Exhibit "B"

attached hereto and made a part hereof by this reference, until such time as a building occupancy permit or other grant of approval for the development or use of any of Parcels 11 through 13 of Parcel Map 2007-0022 is issued by the County or the County determines that the extent of development along the road is such that the County, in its sole discretion, finds that the improvements are necessary (for purposes of the foregoing, the determination of necessity shall only relate to the necessity of such improvements in relation to Parcels 10 through 13 and Parcels 18 through 27 of Parcel Map 2007-0022). The costs identified in Exhibit B are estimates and Owner is responsible for the actual costs, even if in excess of the estimates.

7. Owner agrees that the required Improvements are necessary and will materially benefit the abutting property, as well as the Property as herein described.

8. Owner shall construct those certain Improvements in accordance with the standards and specifications of the County of Yuba.

9. County finds that the postponement of the Improvements will not result in any detriment to the general health, safety and welfare of the residents of Yuba County.

10. County agrees that Owner may postpone the construction of the Improvements until such time as the extent of development along the road, the volume of traffic, or other factors such as the necessity to provide drainage are such that the County, in its sole discretion, finds that the improvements are necessary.

11. County, upon making its finding that the improvements are necessary, shall give the Owner written notice to proceed and the Owner shall complete the improvements within one hundred and eighty (180) calendar days of receiving written notice, or other mutually agreed upon length of time, to construct the improvements.

12. If the Owner fails to construct the improvements within the one hundred and eighty (180) day period, the County may complete the Improvements and assess the cost of such Improvements against the Property or the Parcel Affected. The Owner agrees the County may satisfy its lien for the cost of the improvements by sale of the Property or the Parcel Affected if the Owner fails to reimburse the County for the improvement costs within thirty (30) days after receipt of notice to pay. Interest at the legal rate shall accrue from the end of the one hundred and eighty (180) day period, when the improvements should have been constructed.

13. County shall contribute the cost of any construction which the County requires above the limits of the improvements described in Exhibit "B."

14. When the improvements have been constructed, approved and paid for in accordance with this agreement, the County agrees to release the described Property or the Parcel Affected from further obligation under this agreement.

15. On the date of recordation of this agreement, the County shall have a lien on the Parcel Affected described in Exhibit "A" for the cost of constructing the improvements as described in Exhibit "B."

16. The provisions of this Agreement shall constitute covenants which shall run with the land represented by the Property and the Parcel Affected. The burdens and benefits hereof shall bind and inure to the benefit of each of the parties hereto and all successors in interest, including personal representatives, heirs, successors and assigns, to the parties hereto.

17. This agreement shall be recorded in the Yuba County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

COUNTY OF YUBA

BY: _____
Michael Lee
Public Works Director

OWNER(S)

PLUMAS LAKE INVESTMENT COMPANY, LLC

BY: _____
Paul S. Petrovich, Manager

(All signatures must be notarized)

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

STATE OF CALIFORNIA

)

) ss.

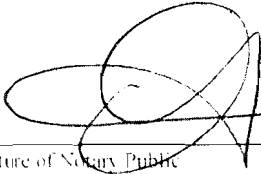
COUNTY OF SACRAMENTO

)

On Jan. 16TH, 2011 before me, DAWN SARDESON, Notary Public, personally appeared PAUL S. PETROVICH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Seal)

Exhibit A

Parcel 27 as shown on "Plumas Lake Town Center and Commons Parcel Map No. 2007-0022" filed in the office of the County Recorder of Yuba County, California on March 31, 2008 in Book 89 of Maps, at Pages 35 through 39 inclusive.

Excepting therefrom all oil, gas and other hydrocarbons and minerals as conveyed by that certain deed from Ruben J. Cox, et al. to Leslie E. Burpo, et al., recorded August 30, 1974 in Book 580 of Official Records at Page 499.

Exhibit B

River Oaks Blvd Phase 1 Frontage Improvements For Yuba County Public Works

Engineer's Estimate

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<u>River Oaks Blvd – North of Plumas Lake Blvd</u>				
<i>Demolition</i>				
Curb and Gutter	342	lf	\$1.50	\$ 513
Median Curb	100	lf	\$1.00	\$ 100
Existing AC	4,570	sf	\$1.00	\$ 4,570
Subtotal Demolition:				\$ 5,183
 <i>Frontage Improvements</i>				
5" AC on 20" AB Paving	4,463	sf	\$6.00	\$26,778
Sidewalk (5' Wide Attached)	1,330	sf	\$4.00	\$ 5,320
Curb and Gutter	266	lf	\$15.00	\$ 3,990
Median Curb	130	lf	\$15.00	\$ 1,950
Curb Ramp	1	ea	\$2,500.00	\$ 2,500
Landscaping	23,684	sf	\$3.50	\$82,894
Street Lights	2	ea	\$4,000.00	\$ 8,000
Subtotal Frontage:				\$ 131,432
 <i>Storm Drain Improvements</i>				
72" SDMH	1	ea	\$6,000.00	\$ 6,000
12" Storm Drain Line	91	lf	\$60.00	\$ 5,460
36" Storm Drain Line	34	lf	\$105.00	\$ 3,570
Curb Drain Inlet	1	ea	\$1,400	\$ 1,400
Subtotal Storm Drain:				\$16,430
 <i>Signing and Striping</i>				
Signing and Striping	1	ls	\$4,000.00	\$ 4,000
Subtotal Signing and Striping:				\$ 4,000
 SUBTOTAL				\$ 157,045
 15% Contingency				\$ 23,557
 Inspection (3%)				\$ 4,711
 TOTAL				\$ 185,313

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
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February ¹⁵~~8~~, 2011



067-11

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TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: ACCEPTANCE OF GRANT FROM THE FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT FOR REPLACING THREE OLD DIESEL TRUCKS WITH ONE NEW ONE

RECOMMENDATION:

Approve the attached resolution accepting FRAQMD Grant Agreement No. VF10-03 from the Feather River Air Quality Management District for replacing three old medium-heavy diesel trucks with one new heavy duty diesel truck and authorizing the Public Works Director to execute the agreement along with any and all administrative documents related to the grant on behalf of the County.

BACKGROUND:

Through the Blue Sky Program, the Feather River Air Quality Management District offers incentive funding for projects that reduce onroad and offroad motor vehicle pollutant emissions and particulate matter. Through a competitive process, our project was one of several chosen by FRAQMD for funding.

DISCUSSION:

The use of this funding as stated will help us update our fleet with equipment that meets current air quality regulations.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed due to timelines associated with the grant.

FISCAL IMPACT:

The grant is for \$25,000 and will reimburse Public Works for a portion of the cost of buying the new truck. The cost of the new truck is estimated at \$110,000 and is included in the approved FY 10/11 budget. Costs in excess of \$25,000 will come from the Road Fund. There is no impact to the General Fund.

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

**A RESOLUTION ACCEPTING)
FRAQMD GRANT AGREEMENT)
NO. VF10-03 FOR REPLACING)
THREE DIESEL TRUCKS WITH ONE)
NEW HEAVY DUTY DIESEL TRUCK)
AND AUTHORIZING THE PUBLIC)
WORKS DIRECTOR TO SIGN)**

RESOLUTION NO. _____

WHEREAS, the Feather River Air Quality Management District proposes to award Agreement No. VF10-03 to Yuba County to replace three old medium-heavy diesel trucks with one new heavy duty diesel truck.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba does hereby accept FRAQMD Grant Agreement No. VF10-03 from the Feather River Air Quality Management District for replacing three old diesel trucks with one new heavy duty diesel truck.

BE IT FURTHER RESOLVED that the Public Works Director of Yuba County is hereby authorized to sign and execute the Grant Agreement and any and all administrative documents related to the grant on behalf of the County.

PASSED AND ADOPTED this _____ day of _____
2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

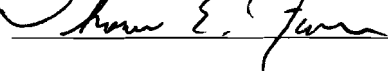
ABSTAIN:

Chair

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

By: _____

By:  _____

AGREEMENT FOR USE OF MOTOR-VEHICLE REGISTRATION SURCHARGE FEES

FRAQMD Agreement No. VF10-03

This Agreement, dated December 6, 2010, is between the Yuba County ("Participant"), a political subdivision of the State of California, and the Feather River Air Quality Management District ("FRAQMD"), a body corporate and politic and a public agency of the State of California.

RECITALS

- A. Participant proposes to scrap three existing medium-heavy duty diesel trucks and replace with one 2010 heavy-heavy duty diesel truck by December 31, 2011.
- B. As part of its effort to reduce local air pollution from motor vehicles, FRAQMD is willing to fund a portion of this work from revenues it may receive under chapter 7 of Part 5 of Division 26 (commencing with section 44220) of the Health and Safety Code, subject to the terms and conditions herein.

TERMS AND CONDITIONS

1. FRAQMD shall pay to Participant a total amount not to exceed **\$25,000**, within ten days of receiving Participant's written invoice for the work described in section 2. Payment shall be made exclusively from revenues that are collected under Chapter 7 and distributed to FRAQMD by the California Department of Motor Vehicles, and is conditioned upon such revenues being available.
2. Participant shall use the funds paid under section 1 solely for the replacement of three existing medium-heavy duty trucks with one heavy-heavy duty truck as described in Exhibit A, which is attached to this agreement and made part of it.
3. Participant shall submit a final "Project Evaluation" report as further described in said Exhibit A, by **March 1, 2012**.
4. Participant acknowledges that in order to comply with Chapter 7 of Part 5 of Division 26 (commencing with Section 44220) of the Health and Safety Code the funds paid under section 1 must be used solely to reduce air pollution from motor vehicles, and for related planning, monitoring, enforcement, and technical studies necessary to implement the California Clean Air Act of 1988. Participant agrees to use all funds paid hereunder for such purposes.
5. If Participant fails to complete the work described in paragraph 2 by **December 31, 2011**, Participant shall refund all funds paid hereunder to FRAQMD, together with accrued interest within 30 days of FRAQMD's written demand therefore. Further, Participant shall refund to FRAQMD any funds paid hereunder which are not expended solely for the work described in paragraph 2 within 30 days of the work's completion.

6. Participant agrees to indemnify, defend (upon FRAQMD's written request), protect, and hold harmless FRAQMD and FRAQMD's officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final appeal) that arise in any way from acts or omissions by Participant or Participant's officers, employees, or agents while performing under this agreement. Participant's obligation under this section covers but is not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person and from damage to, or destruction of, any property. Participant's obligation under this section will survive this agreement.

7. If Participant materially breaches this agreement, then FRAQMD may demand in writing that the breach be cured. If, within ten days after receiving such demand, Participant has failed to cure the breach to FRAQMD's reasonable satisfaction, then FRAQMD may give Participant written notice of termination. Upon such termination, Participant must submit to FRAQMD a final written report prepared in accordance with section 3 and must return to FRAQMD all funds paid under section 1 which have not been expended to replace three existing medium-heavy duty diesel trucks with one heavy-heavy duty diesel truck. As used in this section, "material breach" includes but is not limited to Participant's use of funds paid under section 1 in a manner inconsistent with Chapter 7. FRAQMD's failure to insist on strict performance of this agreement, or to exercise any right or remedy upon breach of this agreement, shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless in writing, signed by FRAQMD.

8. Participant acknowledges that FRAQMD's sole responsibility concerning the replacement of three existing medium-heavy duty diesel trucks with one heavy-heavy duty diesel truck described in section 2 is to contribute a portion of the program costs. FRAQMD has no responsibility for, or control over, development, implementation, and promotion of the replacement of three existing medium-heavy duty diesel trucks with one heavy-heavy duty diesel truck.

9. All correspondence regarding this agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone numbers:

Yuba County Community
Services Agency:

Mike Bailey
Public Works Superintendent
Department of Public Works Community Development Services
915 8th Street, Suite 125
Marysville, California 95901
(530) 822-7503

FRAQMD:

David A. Valler, Jr.
Air Pollution Control Officer
Feather River Air Quality Management District
1007 Live Oak Blvd., Suite B-3
Yuba City, California 95991
(530) 634-7659

If written, correspondence shall be sent either by personal delivery (including overnight delivery service) or by U. S. Mail, postage prepaid, and shall be considered delivered when actually received.

10. For a period of three years after final payment to Participant, this agreement shall be subject to the examination and audit of the State Auditor, whether at FRAQMD's request or as part of any audit of FRAQMD, and Participant shall retain copies of all documents and records pertinent to this agreement for such period.

11. This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

12. This agreement shall be interpreted and applied in accordance with California law. If any conflict arises between sections 1 through 13 and Exhibit A, then sections 1 through 13 shall govern. Any litigation concerning it shall be brought in the Superior Court of Sutter County. The prevailing party in any such litigation shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled.

13. This agreement sets forth the parties' entire understanding regarding the matters set forth in sections 1 through 12. It supersedes all prior agreements and representations, written and oral, and may be modified only by a written agreement signed by Participant and FRAQMD.

APPROVED FOR LEGAL FORM

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT

By: W. J. Morris-Jones
District Counsel

By: _____
David A. Valler Jr., APCO

APPROVED AS TO FORM

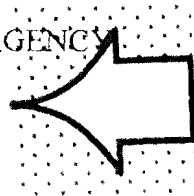
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Thomas E. Jones

YUBA COUNTY COMMUNITY SERVICES AGENCY

By: _____
Mike Lee, Public Works Director



HERE

EXHIBIT A

FEATHER RIVER AQMD PROPOSAL SUMMARY FORM

Fiscal Year 2010/2011

The following information must be provided with each project application:

PROJECT TITLE: LOW BED END DUMP TRUCK

PROJECT APPLICANT

Agency/Company Name: COMMUNITY DEVELOPMENT SERVICES

Mailing Address: 915 8th Street, Marysville CA 95901

Phone Number: 530-741-6537

Fax Number: 530-749-7903

CONTACT PERSON

Name: MIKE BAILEY

E-Mail Address: mbailey@co.yuba.ca.us

Mailing Address: 915 8TH ST STE 125, Marysville CA 95901

Phone Number: 530-741-6537

Fax Number: 530-749-7903

BRIEF DESCRIPTION OF PROJECT:

This truck will be used for public works and public parks in to move equipment from Job site to yard/end dump is to be used for rock, sand, dirt, to replace older less efficient vehicles

FUNDING

AB2766 Funding (Requested): \$ 53,984.28

OR

AB 923 Funding (Requested): \$ _____

Other Funding:

Source:

\$ 53,984.28

PUBLIC WORKS

\$ _____

TOTAL PROJECT COST: \$ 107,968.55

SIGNATURE

P.E.L.S. PUBLIC WORKS ~~DIRECTOR~~, Michael G. Lee

Signature of Responsible Official: 

(Original Signature Required/No Photocopies)

Print Name: MICHAEL LEE

NOTE: Read **Section VIII, Contents of Proposals**, carefully. Detailed project information is required. Incomplete applications will not be accepted. A proposal summary form is required for each separate project. **ATTACH REQUIRED INFORMATION TO THIS FORM** including Statement of Objectives, Background, Project Organization, Work Statement, and ~~Cost Breakdown~~.

Proposal for Blue Sky Program Funds

Mike Bailey

Public Works Superintendent

Department of Public Works Community Development

Services Agency

915 8th Street, Ste 125

Marysville CA 95901

RECEIVED
SEP 1 2010
4:15 PM
7-11

Mike Bailey 530-741-6537 Superintendent

Mike Lee 530-749-5420 Public Works Director

Proposing Entity Michael Lee

Mike Lee, Public Works Director

FUNDING REQUEST

New T800 Kenworth Truck, Year 2010

Request from Blue Sky Fund \$50,000.00

Amount from Yuba County Public Works \$57,968.55

Total Amount for Truck is \$107,968.55

This funding is requested to purchase new 2010 Kenworth Truck for

End Dump and Low Bed truck.

Objective for Proposal Purchase

- To replace an old heavy duty truck, with a new 2010 newer lower emission vehicle
- Used 100% of the time in Northern California, Yuba County
- OEM replacement truck will be equipped with Level 4 Diesel Emission Control System
- Engine has been certified to a NOX Certification 0.12 NMHC 0.04 CO 19.4 PM 0.02

ESTIMATED EMISSION REDUCTIONS (COST EFFECTIVENESS)

- Annual Weighted Surplus Emission Reduction of \$12,146.46 PER YEAR/2.71 weighted tons per year
- Price per weighted ton **reduced** by \$4,482.09 per year
- Vehicle Miles Traveled (VMT) is 20k miles per year

DESCRIPTION OF THE PROJECT PROPONENT

- Capital Appropriation
- To replace old equipment with newer lower emission vehicle

PROJECT ORGANIZATIONAL STRUCTURE

- Yuba County Public Works a Local Government Agency
-

WORK STATEMENT FOR EACH PHASE

-

- Order New 2010 Kenworth T800 Truck when funding is completed
- Place in service at Yuba County Public Works, 915 th St. Marysville Ca
- Approx. 60 days after funding phase completed

Yuba County needs to replace an old heavy duty truck with a New 2010 Low Emission Vehicle. This replacement truck will already be equipped with Level 4 diesel

Emission control system and truck engine certified with new standards for the state.

PROJECT COST BREAKDOWN

Total cost \$107,968.55

Estimated Costs paid by Yuba County Public Works \$57,968.55

Estimated Costs from Blue Sky Funds \$50,000.00

(See Attached Proposed Invoice of a Equipment from PAPE Trucks, Kenworth of Central CA)

BASELINE TECHNOLOGY INFORMATION

- 1981 Ford Heavy -Heavy Duty Diesel Truck
- Emission Rates (Table B-5) 21.39 g/mi Nox, 1.04 g/mi Rog 1.29 g/mi Pm10
- Activity 20K miles per year
- Percent operation in California is 100%
- Vocation Low Bed/End Dump Truck, moving equipment, lawn mower, tractors,etc
- Use is for Parks and Public Works, will use end dump for dirt, sand,rock, jobs for parks and public works

REDUCED TECHNOLOGY

- 2010 New Heavy- Heavy Duty Diesel Truck T800 Kenworth
- Emission rates (table B-5) 1.06 g/mi Nox, 0.23 g/mi Rog, 0.028 g/mi Pm10
- Cost \$107,968.55
- Maximum eligible amount for new equipment replacement truck 50% of invoiced price

EMISSION REDUCTION CALCULATIONS BASED ON MILEAGE USING EMISSION FACTORS

1. Annual Nox Baseline Technology Emissions (21.29 g/mi*20k miles) Ton/907.200g=0.47 Tons year Nox
2. Annual Nox reduced Technology (1.06 g/mi*20k miles) Ton/907.200g=0.02 Tons year Nox
3. Annual ROG Baseline Technology (1.04 g/mi*20K miles) Ton/907.200g=0.02 Tons year ROG
4. Annual ROG Reduced Technology Emissions (0.18 g/mi*20k miles) Ton/907.200=0.003Tons year ROG
5. Annual PM10 Baseline Technology Emissions (1.249 g/mi*20k miles) Ton/907.200g=0.03 PM10 Tons per year
6. Annual PM10 Reduced Technology Emissions (0.028 g/mi*20k miles) Ton/907.200g=0.0006 PM10 Tons per year

ANNUAL SURPLUS EMISSION REDUCTIONS POLLUTANT (TONS/YR) FOR NEW PURCHASE

- NOX Emission Benefits= $0.47 \text{ tons/year} - 0.02 \text{ tons/yr} = 0.45 \text{ tons/yr NOX}$
- ROG Emission Benefits= $1.04 \text{ tons/year} - 0.03 \text{ tons/yr} = 1.04 \text{ tons/yr ROG}$
- PM10 Emission Benefits= $1.249 \text{ Tons/year} - 0.028 \text{ tons/yr} = 1.22 \text{ tons/yr PM10}$

ANNUAL WEIGHTED SURPLUS EMISSION REDUCTIONS

- $0.45 \text{ tons/yr} + 1.04 \text{ tons} + 1.22 \text{ ton/yr} = 2.71 \text{ tons/yr}$

ANNUALIZED COST

- Project life=5 YEARS
- Capital Recovery Factor (Table B-1)=0.225

INCREMENTAL COST

- Maximum Percentage funding for New Replacement Vehicle: 0.50%
 $\$107,968.55 = \$53,984.28$

NEW REPLACEMENT TRUCK

- \$53,984.28

ANNUALIZED COST

- $\$53,984.28 * 0.225 = \$12,146.46 \text{ PER YEAR}$

COST EFFECTIVENESS OF WEIGHTED SURPLUS EMISSION REDUCTIONS

- $\$12,146.46 \text{ Per Year} / 2.71 \text{ weighted tons per year}$
- \$4,482.09 weighted tons per year

ADDENDUM TO REQUEST FOR PROPOSALS

- Low emission on Road Truck
- New 2010 Kenworth OEM Low Emission Truck
- Fuel Ultra Low Sulfur Diesel
- Submitted copies of the Manufacturers descriptive literature for engine make, series, certification standards and picture of proposed vehicle
- Estimated project life = 5 YEARS
- Short term versus long term objectives are improved fuel efficiency, lower emissions, modern diesel truck will perform much more efficiently than older vehicle.
- Warranty of 300,000 miles which will decrease maintenance costs

ESTIMATE OF ANNUAL MILES TRAVELED

- 20,000 Miles per year
- Incremental cost of the project \$50,000

SUMMARY

In the long term, it is possible to save a considerable sum of money by going with this new truck. It is not uncommon to see highway diesel vehicles driving over a million miles. Regional benefits will be lower emissions in Northern California and Yuba County by driving a cleaner 2010 Low Emissions Vehicle.

Yuba County Public Works is willing to retire and trade in 3 older high emission vehicles for this project.

For each engine or vehicle, please complete sections C, D, E, G or H (as appropriate).

C. BASELINE VEHICLE INFORMATION

UNIT #0455

1. Vehicle Type:	
INTERNATIONAL 5-YD Dump Truck	
2. Vehicle Vocation:	
WORKING EQUIPMENT, DIRT, SAND, ROCK, TOPS	
3a. Vehicle Identification Number (VIN):	
1HTLDUK8FHA21479	
b. Vehicle Make:	c. Model:
INTERNATIONAL	DT-466
d. Year:	
1985	
4a. Vehicle GVWR:	b. Vehicle License Plate Number:
30,000	(E)1153516
5. Horsepower:	
170 HP	
6a. Body Type:	b. Number of Axles:
CONVENTIONAL	(2)
7. Registered Owner:	
DEPARTMENT OF PUBLIC WORKS	
8a. Department of Transportation Number (if interstate):	
b. California Highway Patrol CA Number (if applicable):	
CA68047	
9a. Fuel Type Main Engine:	b. Fuel Type Auxiliary Engine:
DIESEL	NA / NONE
c. Engine Family:	d. Engine Make:
7.3 FAMILY	INTERNATIONAL
e. Engine Model:	f. Engine Year:
DT-466	1984
g. Engine Serial Number:	
468Tm2u404860	
10. ARB Executive Order Number (If Engine Certified to Alt NOx Standard):	
11. Does the vehicle have a current California Highway Patrol Biennial Inspection of Terminals (CHP BIT), or equivalent, safety inspections? If yes, include a copy of the most recent CHP BIT inspection.	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

For each engine or vehicle, please complete sections C, D, E, G or H (as appropriate).

C. BASELINE VEHICLE INFORMATION

UNIT# 0421

1. Vehicle Type: Ford Dump Truck - V		
2. Vehicle Vocation: MOVING EQUIPMENT, DIRT, SAND, ROCK TOW		
3a. Vehicle Identification Number (VIN): 1FDXR80U3CUA31123		
b. Vehicle Make: Ford	c. Model: 8000	d. Year: 1982
4a. Vehicle GVWR: 210 HP 30000	b. Vehicle License Plate Number: (E) 775626	
5. Horsepower: 3208 CAT SER# 62W94037		
6a. Body Type: CONVENTIONAL	b. Number of Axles: 2	
7. Registered Owner: DEPARTMENT OF PUBLIC WORKS		
8a. Department of Transportation Number (if interstate):		
b. California Highway Patrol CA Number (if applicable): CA 68047		
9a. Fuel Type Main Engine: DIESEL	b. Fuel Type Auxiliary Engine: N.A.	
c. Engine Family: CAT 62W94037	d. Engine Make: CAT	
e. Engine Model: 3208	f. Engine Year: 1981	
g. Engine Serial Number: 62W94037		
10. ARB Executive Order Number (If Engine Certified to Alt NOx Standard): NO		
11. Does the vehicle have a current California Highway Patrol Biennial Inspection of Terminals (CHP BIT), or equivalent, safety inspections? If yes, include a copy of the most recent CHP BIT inspection.		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

For each engine or vehicle, please complete sections C, D, E, G or H (as appropriate).

C. BASELINE VEHICLE INFORMATION

UNIT #0424

1. Vehicle Type:	
INTERNATIONAL 5-YD DUMP TRUCK	
2. Vehicle Vocation:	
MOVING EQUIPMENT, DIRT, SAND, ROCK TELS	
3a. Vehicle Identification Number (VIN):	
1HTAA185XCH414001	
b. Vehicle Make:	c. Model:
INTERNATIONAL	DT466
d. Year:	
1980	
4a. Vehicle GVWR:	b. Vehicle License Plate Number:
30,000	(E) 1153517
5. Horsepower:	
170 HP	
6a. Body Type:	b. Number of Axles:
CONVENTIONAL	2
7. Registered Owner:	
DEPARTMENT OF PUBLIC WORKS	
8a. Department of Transportation Number (if interstate):	
b. California Highway Patrol CA Number (if applicable):	
CA68047	
9a. Fuel Type Main Engine:	b. Fuel Type Auxiliary Engine:
DIESEL	N.A. / NONE
c. Engine Family:	d. Engine Make:
7.3 Family	INTERNATIONAL
e. Engine Model:	f. Engine Year:
DT-466	1980
g. Engine Serial Number:	
468Tm2u451595	
10. ARB Executive Order Number (if Engine Certified to Alt NOx Standard):	
11. Does the vehicle have a current California Highway Patrol Biennial Inspection of Terminals (CHP BIT), or equivalent, safety inspections? If yes, include a copy of the most recent CHP BIT inspection.	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

D. NEW VEHICLE INFORMATION

1. Vehicle Type: : T800 Series Conventional Tractor		
2. Vehicle Vocation: Low Bed / End Dump Truck, Equipment, Dirt, Rock, Sand		
3a. Vehicle Identification Number (VIN):		
b. Vehicle Make: KENWORTH	c. Model: T800	d. Year: (must be 2007 MY or newer) 2011
4a. Vehicle GVWR:	b. Vehicle License Plate Number:	
5. Horsepower: 380 HP		
6. Will the new engine undergo horsepower derating? (new hp cannot exceed 120% of old hp) <input type="checkbox"/> YES, derated horsepower: <input type="checkbox"/> NO		
7a. Body Type: Conventional Tractor	b. Number of Axles: 3	
8. Registered Owner: Yuba County Community development Services Public Works		
9a. Department of Transportation Number (if interstate):		
b. California Highway Patrol CA Number (if applicable): CA68047		
10a. Fuel Type Main Engine: DIESEL	b. Fuel Type Auxiliary Engine: N/A/NONE	
c. Engine Family: ACEXH0729XAA	d. Engine Make: CUMMINS	
e. Engine Model: ISX11.9 385R	f. Engine Year: 2010	
g. Main Engine Serial Number:	h. Auxiliary Engine Serial Number: N/A	
11. ARB Executive Order Number (If Engine Certified to Alt NOx Standard): A-021-0533 / DATED July 2, 2010		
12. New Vehicle/Equipment Vendor: PAPE TRUCK, Kenworth of Central California		

10998 South Harlan Road
French Camp, CALIF 95231
Phone (209) 983-6970
Fax (209) 983-6990

E. ELECTRONIC MONITORING UNIT (EMU)

1. Will a new eligible EMU be installed as part of this project? (yes/no): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. EMU Make:
3. EMU Model:
4. EMU Model Year:
5. EMU ID Number:

F. ACTIVITY INFORMATION

1. Vehicle Vocation: <u>Low Bed/End Dump Truck, moving equipment, dirt, rock sand</u>
2. Total Annual Miles Traveled or Gallons of Fuel Used (specify): <u>70000</u>
3. Project Address (if different than business address):
4. Percent Operation in California: <u>100%</u>
5. Percent Operation in District: <u>100%</u>
6. Project Life: <input checked="" type="checkbox"/> Maximum allowable <input type="checkbox"/> Other: <u>years 3 to 5</u>

G. COST INFORMATION

1. National Automotive Dealership Association (N.A.D.A.) Retail Value of a Used Replacement Vehicle or the Invoiced Price of a Brand New Replacement Vehicle: <u>107,968.55</u>
2. EMU Cost (optional):

H. FUNDING AMOUNT REQUEST

1. Total Amount Requested for this Piece of Equipment: <input type="checkbox"/> Maximum allowable <input checked="" type="checkbox"/> Other: \$ <u>28,000</u>
--



TRUCKS

Kenworth of Central CA

☐ Fresno
2352 E. Jensen Ave.
Fresno, CA 93706
559/268-4344
FAX 559/268-4851

☐ Madera
22615 Ave. 18 1/2
Madera, CA 93637
559/661-6250
FAX 559/673-8308

☐ Bakersfield
2909 Gibson St.
Bakersfield, CA 93308
661/323-2931
FAX 661/323-0204

☐ Stockton
10998 S. Harlan Rd.
French Camp, CA 95231
209/983-6870
FAX 209/983-6990

☐ Paso Robles
3030 Ramada Drive
Paso Robles, CA 93448
605/237-9483
FAX 205/237-9377

NEW/USED COMMERCIAL EQUIPMENT SALES

Yuba Co Public Works Dept

8-9-2010

Name

Date

Address

Phone

City

State

Zip

County

WARRANTY SUBJECT TO MANUFACTURERS CONDITIONS & GUARANTEES, OTHERWISE (USED) AS IS - WHERE IS, NO WARRANTY OFFERED OR IMPLIED.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS.

*SIGN HERE

Year: 2011 MAKE: Kenworth T800 VIN:

NEW: X

USED:

Description:

All Transactions Subject to Manager's Approval

Lien Holder:	Equipment to be Traded			
	Year	Make	Model	Vehicle I.D. No.

CASH PRICE FOR VEHICLE(S).....\$ 99,695 LESS TRADE IN ALLOWANCE.....\$()

TRANSPORTATION CHARGES.....\$ - BALANCE OF TRADE.....\$

ISC/DOC. PREP.....\$ 45 NET TRADE ALLOWANCE.....\$

TAXES FEES (EST. YR.).....\$ exempt TOTAL CASH SALES PRICE.....\$

DEPOSIT (NON/REFUNDABLE).....\$

SALES AND/OR LOCAL TAX (8.25%).....\$ 8228.55 PAYMENTS.....\$

TOTAL PURCHASE PRICE.....\$ 107,968.55 BALANCE DUE IF ANY.....\$

USED EQUIPMENT IS SOLD "AS IS, WHERE IS". PURCHASER IS WARNED THAT THE EQUIPMENT SHOULD BE EXAMINED BEFORE USE TO DETERMINE WHETHER OR NOT THE EQUIPMENT IS IN COMPLIANCE WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND IF USED IN CALIFORNIA ALL APPLICABLE CAL OSHA RULES & REGULATIONS, AND THAT THE EQUIPMENT IS SAFE FOR ITS INTENDED USE. THE COMPANY NOR ITS PRINCIPALS, SHALL BE RESPONSIBLE IN ANY WAY FOR PURCHASER'S FAILURE TO EXAMINE THE PURCHASED EQUIPMENT AND TO PERFORM ANY REPAIRS BEFORE PLACING THE EQUIPMENT IN SERVICE.

SALES REP. Frank Lasiter

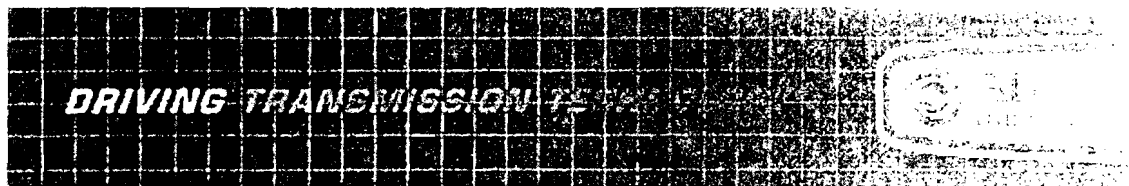
COMPANY NAME

MANAGER APPROVAL

BY

SIGNATURE OF OFFICER, OWNER, INDIVIDUAL

SSN:



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Cummins unveils 2010 ISX 11.9 engine

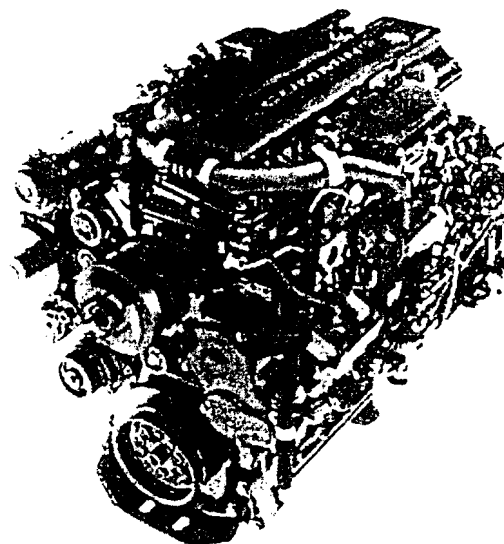
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Cummins Inc. unveiled its on-highway engine lineup ready to meet the new Environmental Protection Agency (EPA) regulations for the North American market recently. Among the products introduced was the new Cummins ISX11.9 engine, a compact and lightweight medium-bore engine the company said was suitable for vocational trucks, day cabs, emergency vehicles and motor coach applications. Sharing common cooled EGR, VGT Turbocharger, XPI fuel system, electronic controls and aftertreatment system with the ISX15, the ISX11.9 will be offered with ratings from 310-425 HP (231-317 kW) and torque from 1,150 to 1,650 lb.-ft. (1,559 - 2,237 N•m). The ISX11.9 will be offered with an optional engine compression brake.



"Cummins Heavy-Duty engines have made their name with outstanding fuel economy, reliability, durability and resale value," said Steve Charlton – vice president, Heavy-Duty Engineering and Development. "We count on our engines to be even better in 2010 and beyond. Our heavy-duty engines are built to last, with a large 'sweet spot' for low-temperature cold-start operation, capability of the engine to handle high loads, which means that these engines are extraordinarily fuel-friendly. Fuel economy has always been a strength



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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445

FEBRUARY 15, 2011

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: VEHICLE REPLACEMENT

RECOMMENDATION:

Authorize the transfer of funds (\$25,527) from Sheriff's Auto Fund Reimbursements to Sheriff's Auto Fund Fixed Assets for the purchase of a replacement vehicle for the officer assigned to Hill Patrol.

BACKGROUND:

In November 2007, the Sheriff's Department purchased a 2007 Ford Expedition, assigned to the Hill Patrol Deputy. Recently, in November 2010, the vehicle was involved in an accident. The department was not at fault, and there were no injuries. A claim was immediately filed with the responsible party's insurance to replace it. Pending resolution of the insurance claim, the officer involved in the accident has been without a dependable vehicle.

DISCUSSION:

On February 2, 2011, the insurance company presented a check to the Sheriff's Department for the full replacement cost of the vehicle. A replacement vehicle has been identified by the department through State Contract with Downtown Ford. The purchase of the vehicle has been authorized by the County Administrator, and budget transfer forms have been approved by the Auditor. As the purchase involves the purchase of a fixed asset, Board of Supervisor's approval is also required.

FISCAL IMPACT:

No fiscal impact to the general fund or Sheriff's Auto Service Fund. The insurance settlement check is sufficient to cover the replacement of the vehicle.

COMMITTEE ACTION:

Due to the urgency of this purchase, this item was placed directly on the Board of Supervisor's agenda.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO.

068-11

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: Feb. 2 20 11

DEPARTMENT Sheriff's Auto Services Fund

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
151-9400-410-90-00	Reimbursements	25,527.00

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
151-9400-410-62-00	Fixed Assets	25,527.00

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

To accomplish the replacement of emergency vehicle in Sheriff's Auto Fleet. Replacement funds from Insurance settlement.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff's Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date

*ITEM
OF
PUBLIC INTEREST*

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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



BUILDING
 749-5440 • Fax 749-5616

CODE ENFORCEMENT
 749-5455 • Fax 749-5464

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


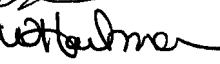
HOUSING AND COMMUNITY SERVICES
 749-5460 • Fax 749-5464

PLANNING
 749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director 
 Wendy Hartman, Planning Director 

DATE: February 15, 2011

SUBJECT: Item of Public Interest – E Street MX Special Event

RECOMMENDATION:

Consider proposed Resolution permitting Scott Davis of E Street MX to host a national motocross race on the Shad Pad and adjacent property owned by E Street MX.

BACKGROUND:

Prior to approving the lease with Scott Davis and the E Street MX for operation of a motocross facility on the Shad Pad, the Board had approved several special events at this location. The most recent event was approved in 2002. E Street MX has a Conditional Use Permit that allows for motocross races on the Shad Pad property, but it does not allow races to be held on the adjacent property owned by E Street MX (APN 020-020-026). The request is to allow for a national race event to occur on both properties March 12, 2011 through March 13, 2011.

DISCUSSION:

Presented to your Board is a resolution that would allow the special event to take place as long as certain conditions are met such as permits for food vendors, safety plan approved by the Sheriff's Department, and requirements for returning the property back to its natural state after the event.

Scott Davis is interested in holding this event on an annual basis. In addition, Mr. Davis would like to modify his existing Conditional Use Permit (CUP) to allow for camping during large events as well as the use of the adjacent property he owns. However, there is currently not enough time to process a CUP modification prior to the national racing event in March. Mr. Davis is working on the application requirements and plans on submitting the CUP application as soon as the General Plan Update is complete. The draft 2030 General Plan identifies his

property as Natural Resource and would allow for recreational uses (with a CUP) which are not currently allowed under the current General Plan and Zoning. Approval of the Resolution will allow Mr. Davis to host the national event this year and provide an incentive for him to process a CUP modification in a timely fashion.

COMMITTEE ACTION:

Given the time constraints this item was not presented to the Land Use Committee.

FISCAL IMPACT:

As outlined in the Resolution, Scott Davis will submit a fee equivalent to the application submittal for a Conditional Use Permit Modification. This non-refundable fee may be applied to the CUP application if submitted within six months of approval of the special event. The fee may also be used to cover any CDSA staff time required to enforce the terms of the Resolution, therefore there will not be any impact to the General Fund.

ATTACHMENTS:

1. Resolution

E Street Mx-2011 AMA District 36 Cross Country Championship Series

E Street Mx would like to hold a special event on 3/12 and 3/13-2011. This special event is unique from regular events as we must use the adjacent property to the west of the Yuba County owned parcel. This adjacent parcel is owned by E Street Mx. This event will NOT require any public road closures or impede the public access to the Yuba River at any point.

The event would allow for overnight camping on Friday March 11th and Saturday the 12th. Competition hours would stay within regular use permit hours of 7 am and 10 pm. The event would have a food vendor as well as normal race support vendors such as T-Shirt and motorcycle parts vendors. E Street Mx is also currently working with County staff on an "Amendment of Existing Use Permit" to address this and other requirements for long term compliance.

This event has ran at this location since 2006 and has proven to be the single largest motocross event in Yuba County with an average racer entry count of over 500 and an average spectator count of around 1000 people.

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

**RESOLUTION GRANTING A
TEMPORARY EVENT PERMIT TO
E STREET MX FOR AN AMA
DISTRICT 36 CROSS COUNTRY
CHAMPIONSHIP SERIES RACE AT
THE SHAD PAD AND E STREET MX
PROPERTIES**

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)

RESOLUTION NO. _____

WHEREAS, Scott Davis operator of the E Street MX ("Permittee"), desires to use certain real property owned by the COUNTY OF YUBA ("County") more particularly described as assessor parcel numbers: APN(s) 020-020-002, 020-020-003, 020-020-005, and 020-020-026 as well as property owned by E Street MX, for the purpose of conducting a temporary motorcycle racing event; and

WHEREAS, Permittee desires that he be allowed to include concession stands and overnight parking for the benefit of attendees and participants of the temporary motorcycle racing event.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Yuba County as follows:

1. County hereby grants to Permittee the right to use certain real property situated in the County of Yuba, State of California, more particularly described as assessor parcel numbers: APN(s) 020-020-002, 020-020-003, 020-020-005, and 020-020-026 and as shown on Attachment A, which by incorporation is made part of this resolution..

2. Permittee shall be permitted to use said real property for preparation for and conducting of a motorcycle racing event to be held on March 12, 2011 and March 13, 2011 for the 2011 AMA District 36 Cross Country Championship Series. Said event shall commence NO EARLIER THAN 7:00 a.m., AND SHALL BE COMPLETED NO LATER THAN 10:00 p.m. . Permittee and necessary workers

may camp at the site commencing five nights preceding the event and participants may camp at the site on the night before the event.

3. In the event that any of the motorcycle racing event days set forth in the second paragraph of this resolution must be canceled because of rain, Permittee shall be permitted to use said real property for preparation and conduct of motorcycle racing events at a future date upon giving 72 hour notice to the Community Development & Services Agency: Planning Department.

4. Permittee may permit the sale of food and drinks and grant similar concessions during the duration of the racing event, subject to the following conditions:

- (a) All operators of concessions* for food or drink must obtain a Permit to Operate such concessions from Environmental Health Services (EHS) prior to the start of any operation. Concessions shall be determined to be in compliance with the provisions of the California Retail Food Facilities Law (CRFFL) commencing at Health and Safety Code §27500 et seq. prior to the issuance of a permit.

*Exception: Non-profit associations, which give or sell food or drink at events not totaling more than three days in any 90-day period are exempt from the requirements of CRFFL.

- (b) Leak proof, readily cleanable, and plainly labeled and designated waste containers shall be provided throughout the demised premises and particularly in the vicinity of any food and drink concession to receive cups, cartons, wrappers, straws and other waste materials.
- (c) All trash and waste material shall be removed as frequently as may be necessary to prevent nuisance and unsightliness, and shall be disposed of in a manner approved by the County Health Department.

5. Permittee may allow vendors to sell merchandise directly related to the racing event such as race event memorabilia and/or motorcycle parts. Permittee shall be responsible for ensuring that any vendors have received any required permits or licenses from the Yuba County Tax Collector prior to the event.

6. Permittee shall at all times keep said real property thoroughly clean and free of litter and rubbish. Permittee shall take all measures necessary to suppress dust emissions resulting from activities hereby permitted.

7. Permittee shall provide adequate and conveniently located toilet facilities which shall be kept in a clean condition, in good repair, well lighted, and well ventilated.

8. Permittee shall provide parking within said real property for the parking of motor vehicles and shall provide sufficient entrance and exit to permit the ingress and egress of motor vehicles without obstruction to traffic. All parking areas, entrances and exits shall be clearly marked and designated.

9. All events conducted by Permittee shall be at the entire expense of Permittee. Permittee shall furnish tickets, ticket sellers, ticket takers, and ushers as necessary. Permittee shall provide security/police protection for said event as required by the Yuba County Sheriff's Department. A copy of the Security Plan approved by the Sheriff's Department shall be submitted to the Community Development & Services Agency prior to the event.

10. Permittee shall not use the premises in any manner which would interfere with the use of the Yuba River by the public for boating or fishing.

11. Permittee shall indemnify, defend and save harmless County, its officers, agents and employees from any and all claims, causes of action and suits, of every kind and nature and whether meritorious or otherwise, accruing or resulting from any damage, injury, or loss to any person or persons, including all persons to whom Permittee may be liable under any Workers' Compensation Law and Permittee himself, from any loss, damage, causes of action, claims or suits for damages, including but not limited to personal injury, loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the use of the said real property by Permittee or with the exercise by Permittee of the rights and privileges herein granted.

12. Permittee, at its sole cost and expense, shall procure and thereafter maintain during the period of this Permit and any extension thereof, Worker's Compensation Insurance, Bodily Injury (including accidental death), and Public Liability and Property Damage Insurance protecting Permittee and County, its officers, agents

and employees from claims for damages for bodily injury, including death, and for property damage, which may arise by reason of the use of said real property or in any way connected with the exercise by Permittee of the rights and privileges herein granted, including Spectator Insurance for all motorcycle racing events conducted by Permittee. Said policy or policies shall be in the amounts specified by Yuba County Risk Management. Failure to keep said policies of insurance in force shall be reason for immediate termination of this Permit. This Permit shall not be effective until such certificates are on file with the County.

13. Permittee shall require of any and all persons participating in motor cross races and/or any activity associated therewith pursuant to the rights granted herein to carry and to provide evidence of medical insurance prior to permitting any such person to so participate.

14. County may, without assigning any reason therefore, terminate this Permit at any time upon sixty (60) days' written notice to Permittee or at any time without notice for cause.

15. Permittee shall not, under any circumstances, assign or attempt to assign this Permit without the prior written consent of the County. Any attempt to assign or assignment made in violation hereof is void.

16. Permittee agrees to forthwith remove all tires and debris from the area covered by this Permit upon the termination of the Permit when demand is made by the County as transmitted by the County Administrator.

17. By this permit, the County does not encourage or promote the activities of the Permittee or any participation in said activities.

18. Permittee shall not make improvements to, or change topography of, the area outside of the official E Street MX facility that is leased from the County. Permittee shall maintain areas outside of the leased area in the natural state existing upon issuance of this Permit.

19. After the 2011 AMA District Cross Country Championship Series event, Permittee shall remove all materials created by or used in conjunction with said activity from the property that is outside of the lease area.

20. Permittee shall not close or impede ingress/egress on Shad Pad Road or any other public right-of-way without authorization from the County Public Works Department and approval of any required permits.

21. Permittee acknowledges that the site which is the subject hereof is subject to inundation and flooding and agrees that County shall not be liable for any loss occasioned by inclement weather, inundation, flooding, war, riot, labor or strike activity or any other act or omission not exclusively within the control of County.

22. Permittee shall erect and maintain during the event and thereafter remove sufficient and adequate fencing and/or restraining devices to warn and keep away event participants and spectators from dangerous topographical areas in and around the real property referred to herein.

23. Permittee shall pay a permit fee of \$3,587.00 to the Community Development & Services Agency within 10 days after passage of this Resolution. The fee shall cover the cost of any Community Development & Services Agency staff time required to enforce the terms of this Resolution. If the Permittee submits an application for a Conditional Use Permit (CUP) Modification application for the E Street MX within six (6) months of the passage of this resolution, any unused funds for this special event permit may be applied to the cost of the CUP application.

- (a) If the Permittee has submitted a CUP application which is deemed active by the Community Development & Services Agency during the time period of the 2012 AMA District 36 Cross Country Championship Race, the Permittee may hold the 2012 event consistent with the requirements of this resolution. Notice shall be provided to the Sheriff's Department and Community Development & Services Agency in writing at least ten days prior to the event.

24. Permittee shall abide by all federal, state and local laws and regulations in relation to the subject matter of this permit.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ROGER ABE, CHAIRMAN

County of Yuba Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

BY: _____

BY: Don Stottlemeyer

I agree to the terms and conditions contained in this Resolution.



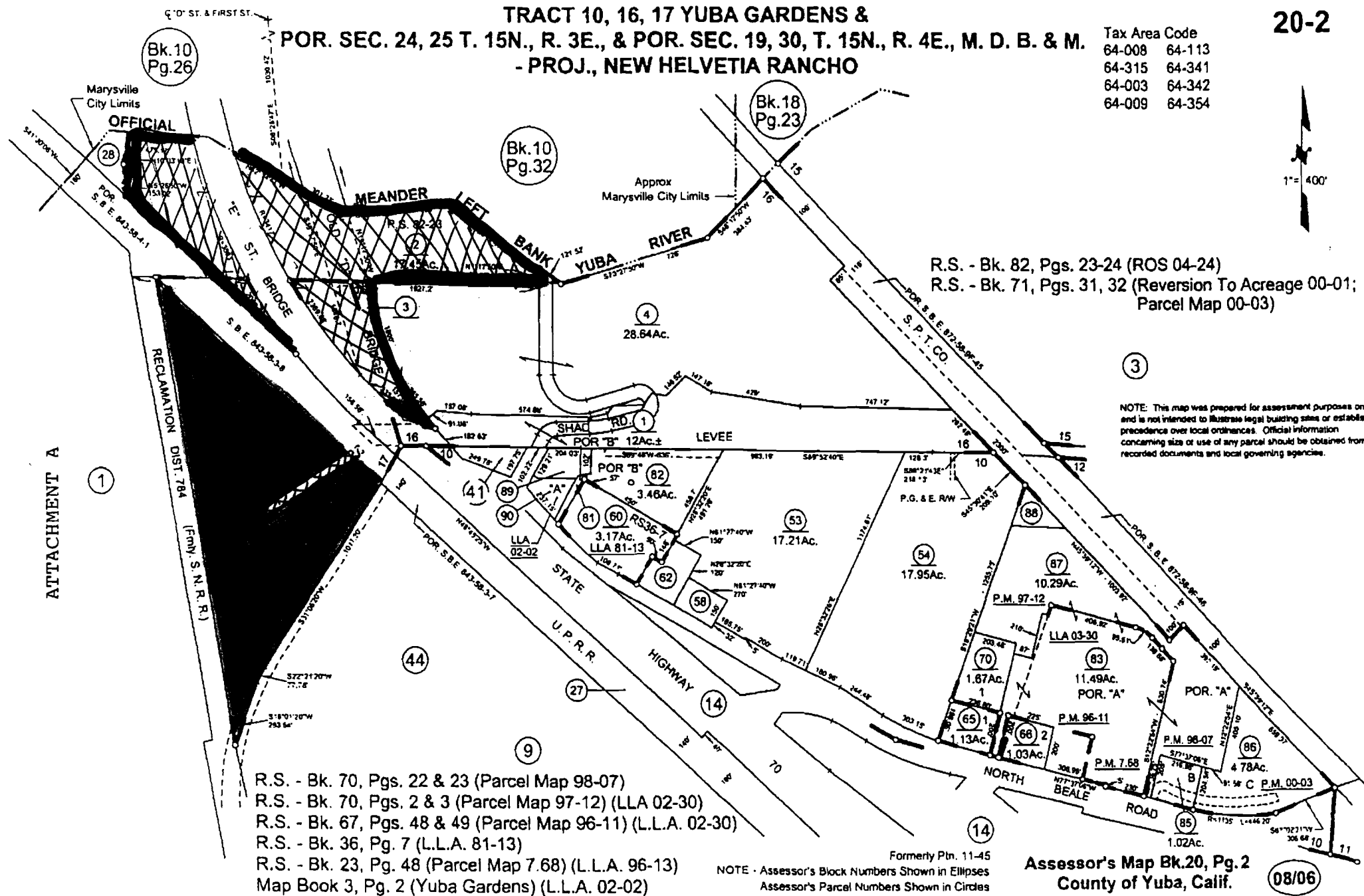
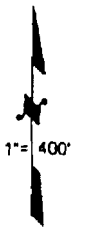
Scott Davis, E Street MX

2-8-11

Date

TRACT 10, 16, 17 YUBA GARDENS &
 POR. SEC. 24, 25 T. 15N., R. 3E., & POR. SEC. 19, 30, T. 15N., R. 4E., M. D. B. & M.
 - PROJ., NEW HELVETIA RANCHO

Tax Area Code
 64-008 64-113
 64-315 64-341
 64-003 64-342
 64-009 64-354



COUNTY

DEPARTMENTS

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The County of Yuba

070-11

DEPARTMENT OF ADMINISTRATIVE SERVICES

DOUG McCOY - Director

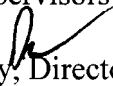
TARA REPKA FLORES - Assistant Director



(530) 749-7880
FAX (530) 749-7884

February 15, 2011

To: Board of Supervisors

From: Doug McCoy,  Director of Administrative Services

Subject: Approve Chair to approve Master Lease Agreements with Enterprise Fleet Management

RECOMMENDATION

Recommend the Board of Supervisors approve 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.

COMMITTEE ACTION

This item was presented to the Public Facilities Committee on February 1, 2011 and was recommended for approval.

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.

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)

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	KJJH74 LIBERTY	\$650	\$475	(\$175)	Buyout	
3100	1272	Probation	Compact SUV 4x4	2007	JEEP	KJJH74 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	KJJH74 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	KJJH74 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	KJJH74 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	\$150	\$400	\$250	New	Note D
9600	1244	Pool - Govt	Compact SUV 4x4	2004	JEEP	LIBERTY	\$150	\$400	\$250	New	Note D
9600	1246	Pool - Govt	Compact SUV 4x4	2004	JEEP	LIBERTY	\$150	\$400	\$250	New	Note C
9600	1330	Pool - Govt	Full-size Sedan	2003	FORD	TAURUS WAGON	\$150	\$400	\$250	New	Note C
9600	1394	Pool - Govt	Minivan-Passenger	1999	CHEVROLET	ASTRO VAN	\$150	\$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
- 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

**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 _____ 2011, by the following vote.

AYES:

NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
 Clerk of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES
YUBA COUNTY COUNSEL

By _____

Pat Garamore

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MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this thirty-first day of January, 2011, 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: Roger Abe
Title: 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: 2/1/2011

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the thirty-first day of January, 2011, 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

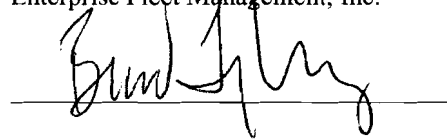
prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number 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: Roger Abe
Title: 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: 2/1/2011, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this thirty-first day of January, 2011, 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 thirty-first day of January, 2011, 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: Roger Abe
Title: Chair

Address: 915 8th Street
Marysville, CA 95901

Attention: _____

Facsimile No.: _____

Date Signed: _____

By: Bradley Tyberg
Title: Group Sales Manager

Address: 199 N Sunrise Ave
Roseville, CA 95661

Attention: _____

Facsimile No.: _____

Date Signed: 2/1/2011



ENTERPRISE RISK MANAGEMENT PROGRAM
PHYSICAL DAMAGE MANAGEMENT PROPOSAL

Customer Name County of Yuba
 915 8th St. STE 119
 Marysville, CA 95901

DATE: 8/31/2010

EXPIRES: 8/31/2011

Customer Number 322158

MONTHLY FEE PER VEHICLE FOR SERVICES SPECIFIED BELOW:

PHYSICAL DAMAGE OPTIONS		
<u>SERVICE</u>	<u>LESSOR RESPONSIBILITY</u>	<u>Monthly Cost Per Vehicle</u>
Repairs under \$10,000 Provided by Lessor		
Repairs under \$10,000 Provided by Lessor		
TOTAL ENROLLMENT FEE:		\$25.00

Lessor agrees to manage vehicle physical damage repairs up to \$10,000.

Lessee Remains responsible for all damage in excess of \$10,000

 LESSEE ACCEPTANCE

 DATE

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The County of Yuba

Office of the County Administrator

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

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gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

DATE: February 15, 2011
TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
 by Grace Mull, Management Analyst
RE: Midyear Budget Review for Fiscal Year 2010-11

Recommendation:

1. Receive 2nd Quarter Financial Report.
2. Approve Proposed Mid-Year Budget Transfers.
3. Approve Proposed Mid-Year Personnel Requests.
4. Approve Proposed Mid-Year Fixed Asset Requests.

Background: Annually, the County Administrator's Office prepares a mid-year status report on the current year's budget for the Board of Supervisors along with recommendations regarding appropriation changes requested by departments. Typically, these changes are routine in nature to either correct or adjust budget estimates provided at the beginning of the fiscal year.

Discussion: The attached documents identify requested changes in the County's budget for the second half of the fiscal year. The following is a summary of the requested changes.

Budget Transfer Requests – A total of \$5,119,322 in budget transfers is being requested. Of this amount, \$271,049 is being requested from General Fund Contingency. Overall, departments did a tremendous job of reconfiguring their budgets to absorb cost increases associated with vacation and sick leave payouts due to early retirement and June 30th layoffs as well as health and unemployment insurance increases.

Personnel Change Requests – Human Services is requesting to abolish three (3) vacant positions (vacant funded Program Specialist, vacant funded Program Assistant, and a vacant funded Accounting Technician) and establish and fill two (2) new Eligibility Supervisor positions and one (1) new Administrative Tech position. The proposed change will reflect an overall savings for the remainder of the fiscal year in Federal and State funding in the amount of (\$74,450).

Building Inspection is requesting to lay off and subsequently delete one (1) filled Building Inspection position and one (1) filled Supervising Building Official position as well as deleting one (1) vacant funded Building Inspector II position, and unfund one (1) vacant Permit Technician position due to decreased building activity. The proposed change will reflect an overall savings to the Building Department for the remainder of the fiscal year in the amount of (\$148,179).

Public Works-Road Fund is requesting to fund and fill one (1) vacant Associate Civil Engineer position due to increased engineering activity related to current capital projects. The proposed change will result in an increase to the Public Works budget for the remainder of the fiscal year in the amount of \$33,991 and will be covered through Federal and State funding.

Fixed Asset Requests - The Library is requesting to replace the Book Return Box that is no longer adequate in size to hold patron book returns due to increased patron usage attributed to population growth in the community. The cost of the Book Return Box is \$5,880 and will be covered through Library Impact Fees.

Health Services is requesting to replace twenty six (26) outdated PC's. The PC's will be covered through a combination of Federal and State funding, Grants and Health Realignment.

Human Services is requesting to replace ten (10) outdated PC's. The PC's will be covered through Federal and State funding.

At the beginning of the fiscal year, Buildings and Grounds budgeted funds in their Professional Services account for a security camera project for the northwest, southwest, and west side of the Government Center. As the cameras are considered a fixed asset, this request is to move the funding related to the cameras to the appropriate account. There is no additional General Fund required for this request. Once completed, the security camera project will help deter vandalism and provide evidence for compromised security issues.

Committee: This item did not go to Committee as it is traditionally presented to the full Board.

Fiscal Impact: The recommended actions will reduce the County's General Fund Contingency balance from \$460,467 to \$189,418.

2nd Quarter Budget Report Fiscal Year 2010/2011

Period October 1, 2010 – December 31, 2010



General Fund Discretionary Revenue

General fund discretionary revenue is general fund revenue that is not a direct reimbursement revenue source for a department. The funds are thus “discretionary” and approved by the Board of Supervisors for the general fund needs of the County. The major discretionary general fund revenue sources that make up this revenue include property and sales taxes, franchise fees, general fines, interest, triple flip, and tipping fees.

The total discretionary general fund revenue budgeted for FY 10/11 is \$25,665,954. The following chart displays the major discretionary general fund revenue sources, the amounts budgeted, the amounts received and percent received in 2nd quarter FY 10/11, as well as a comparison to the amounts received in 2nd quarter FY 09/10.

Major Discretionary General Fund Revenue Source	Amount Budgeted FY 10/11	Received YTD FY 10/11	Percent of Budget FY 10/11	Received 2 nd Qtr FY 10/11	Received 2 nd Qtr FY 09/10	Increase Decrease +/-	Notes
Secured Prop Taxes	\$9,200,000	\$4,749,440	51.62%	\$4,749,440	\$4,232,559	\$516,881	Property taxes are received in 2 nd and 4 th quarters. 12.21% increase from prior year.
Sales Taxes	\$1,900,000	\$989,571	52.08%	\$509,914	\$504,921	\$4,993	0.99% increase from prior year.
Franchise Fees	\$1,250,000	\$365,537	29.24%	\$201,342	\$170,683	\$30,659	17.96% increase from prior year.
General Fines	\$300,000	\$105,380	35.13%	\$118,635	\$106,368	\$12,267	11.53% increase from prior year.
Prior Year Court Audit Findings	\$392,595	\$392,595	100.00%	\$0	\$0	\$0	This is one-time revenue for FY 10/11 received in 1 st quarter.
Interest Earned	\$575,000	\$307,299	53.44%	\$130,274	\$167,656	(\$37,382)	(22.30%) decrease due to lower interest earnings.
Triple Flip	\$7,400,000	\$3,693,233	49.91%	\$3,693,233	\$3,870,384	(\$177,151)	(4.58%) decrease from prior year.
Tipping Fees	\$1,100,000	\$535,282	48.66%	\$272,123	\$267,617	\$4,506	1.68% increase from prior year.

2nd Quarter Major Revenue Source Trends

- General Fine revenue traditionally exhibits a negative amount received in the first quarter due to an annual “true-up” that is performed between the County and the State. All fine categories are exhibiting an increase in second quarter due to changes in distribution methodology and enhanced collections program instituted by the Courts.
- The largest contributor of franchise fees is PG&E. The County historically receives PG&E’s annual payment in the third quarter. Increase in franchise fees attributed to new revenue coming from AT&T video franchise fees.
- According to the Treasurer/Tax Collector, although interest rates have been a bit higher, the interest rate is only one component of the calculation, the interest earnings received in the second half of the year may be lower than originally anticipated due to the principal and funds available being lower than projected.

General Fund Expenditures

General Fund expenditures were (\$2,235,587) less than the same period last year. The majority of the decrease is attributed to a reduction in General Fund subsidies to Non-General Fund departments for FY 10/11. Total percent expended through the end of December was 41.86%.

Departmental Revenue and Expenditure Reporting

County departments have been reporting their revenues received and expenditures made on a monthly basis this fiscal year. Reports are being distributed to the County Administrator, Auditor and Treasurer.

Through the end of the second quarter of this fiscal year, there were nine (9) departments in the General Fund that exhibited shortfalls for a total amount of (\$883,603). The shortfalls are primarily attributed to timeliness of grant and program reimbursements. Each department affected is working on finding ways to shorten the time between work performed and reimbursement received.

In the Non-General Fund departments, there were nine (9) departments that exhibited shortfalls for a total amount of (\$499,294). The bulk of this shortfall is attributed to timing of budget transfers for workers compensation reimbursement. The full premium is paid in July and transfers are usually processed at the end of each quarter by the Auditor's Office.

General Fund Reserves/Contingencies

General Fund Reserves

Adopted Budget: \$1,400,000

Balance 12/31/10: \$1,400,000

General Fund Contingencies

Adopted Budget: \$595,467

Balance 12/31/10: \$595,467

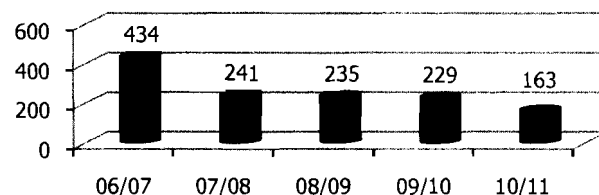
New Hires

We started the fiscal year with 902 allocated positions. 42 of these positions were unfunded vacant positions and 20 were funded vacant positions. In addition, 12 employees took advantage of the Early Retirement program and left employment by September 30, 2010 (the majority of these positions will remain vacant throughout the remainder of this fiscal year).

Six vacant positions were filled in the second quarter. Three of these positions are from Health Services (one Public Health Nurse (PHN), one Supervising Public Health Nurse, and one Epidemiologist). The PHN positions are essential for administering mandated county health programs and are funded by a combination of health grants and health realignment. The Epidemiologist is essential for studying, tracking and reporting various health issues throughout the County. Three positions were filled in the Jail. All three are Deputy Sheriff I positions and are funded by Jail Bed revenues.

Building Permits

Month	2 nd Qtr Permits 06/07	2 nd Qtr Permits 07/08	2 nd Qtr Permits 08/09	2 nd Qtr Permits 09/10	2 nd Qtr Permits 10/11
Jul	166	82	99	74	64
Aug	196	81	71	78	63
Sep	72	78	65	77	36
2 nd Qtr	434	241	235	229	163
% of Change		-44.47%	-2.49%	-2.55%	-28.82%



Total permits were relatively stagnant the last three fiscal years in the same period (October through December). We have experienced a (28.82%) decrease compared to 2nd quarter of FY 09/10.

Single Family Dwelling Permits (SFD) The total SFD building permits issued for the second quarter was 5 compared to 10 in the same period last year. This represents a decrease of (50.00%).

Statewide Building Activity According to the December issue of the California Department of Finance's Monthly Bulletin, "Home building slowed for the third consecutive month in October. At a seasonally adjusted annual rate of 28,300 units, October was the weakest month for home building on a record dating back to 1995. Single-family permits were down (34.2) percent, while multi-family permitting was up 3.2 percent".

Foreclosure Activity

There were 148 foreclosed homes in the second quarter (Oct/Nov/Dec) of FY 2010-11 compared to 216 in the same period last year. This represents a reduction of (31.48%).

CalWORKS Employment Activity

The goal of the CalWORKS program is to assist and empower families to become self sufficient, contributing members of the community through employment. An average of 62 new CalWORKS participants per month entered into employment in the second quarter of FY 2010-11. The average number of CalWORKS participants who worked in the second quarter was 209.

Often, participants who enter the work force are still eligible for a portion of their cash aid as they accept entry level jobs to gain skills and experience. Participants are encouraged to apply for higher paying jobs after gaining work experience to help them meet their goal of self sufficiency.

Food Stamp Activity

Health & Human Services reported that a total of 1652 applications for Food Stamps were received in the second quarter of FY 2010-11. This represents a 6.93% increase compared to the same period in the prior year where 1545 applications were received. Staff has indicated that the increase is attributed to a rise in unemployed residents who qualify for Food Stamps based on income criteria.

State Budget Update

Governor Brown has released his proposed 2011-12 spending plan. The budget seeks to close a \$25.4 billion deficit. The gap is made up of a current-year shortfall of \$8.2 billion and a budget-year shortfall of \$17.2 billion. The following is a summary of the proposed budget.

Cuts -\$12.5 Billion

Proposed budget reduces spending by \$12.5 billion. Some of the items targeted include:

- \$1.7 billion cut to Medi-Cal program
- \$1.5 billion cut to Welfare to Work program
- \$1 billion cut to the University of California and California State University
- \$750 million to the Department of Developmental Services
- \$580 million to state operations and employee

One-Time Solutions - \$8.2 Billion

- \$1.8 billion in borrowing from special funds
- \$1.7 billion in property tax shifts
- \$1.0 billion from Proposition 10 reserves (funds children's programs for children ages 0-5)
- \$0.9 billion from Proposition 63 (monies fund community mental health services)
- Payment deferrals to counties carried in to 2011-12

Revenues - \$5.9 Billion Proposed to Roll-Over

- Special election planned in June to extend VLF and other tax increases in order to generate revenue

Realignment – Two Phases

- Phase I (rolling out in 2011-12)
 - \$5.9 billion transfer of programs from state to counties funded by maintaining the 1% sales tax and the 0.50% Vehicle License Fee that is currently set to expire in 2011. Expenditures would have to be "reexamined" if the tax extensions failed according to the Governor. The plan includes realignment in public safety, fire and emergency response, court security, VLF extension to fund public safety, mental health, substance abuse, parole, probation, foster care, and child welfare services.
- Phase II (2014 and beyond)
 - The 1991 realignment process will be revisited after federal health care reform is implemented. Phase II assumes that the state will become responsible for costs associated with health care programs, including California Children's Services and In-Home Supportive Services, while the counties assume responsibility for CalWORKS, food stamp administration, and child support. The counties already operate these programs for the state. Responsibility for child care programs will also be transferred to the counties and public health programs will remain at the local level. Phase II provides authority for local governments to tax themselves in order to fund economic development programs.

Williamson Act

- The proposed budget eliminates the current-year appropriation for Williamson Act subventions for Williamson Act counties. Ongoing state funding is proposed to be eliminated as well. The program will thus be a local program. Funding provided from the redevelopment agencies tax shift could help counties continue this program on their own.

Staff will continue monitoring State budget actions and will report any changes that directly affect County programs and associated revenue.

Mid-Year Contingency Fund Requests

Contingency Balance \$460,467

Total Requests \$271,049

Subtotal \$189,418

Ending Balance \$189,418

Requests			
Dept	Amount	Type	Reason
Auditor	\$53,725	Sal/Ben	Dual encumbered position, vacation/sick leave payout.
Ag Comm	\$4,772	Sal/Ben	June paid July overtime.
Assessor	\$62,076	Sal/Ben	Early retirement vacation/sick leave payout, correct salary estimate.
CAO	\$42,358	Sal/Ben	Early retirement vacation/sick leave payout.
Pub Guard	\$21,118	Sal/Ben	Vacation/sick leave payout, correct salary estimate.
Info Tech	\$87,000	Sal/Ben	Early retirement vacation/sick leave payout, correct salary estimate.
Total	\$271,049		

Personnel Change Requests - Mid-Year Budget FY 2010-2011

Department	Change	Cost	Funding	CAO Recommend
Human Services	Abolish Vacant Program Specialist (1) Establish New Eligibility Supervisor (1)	(\$22,209)	Fed/State	Yes
	Abolish Vacant Program Assistant (1) Establish New Eligibility Supervisor (1)	(\$19,900)	Fed/State	Yes
	Abolish Vacant Accounting Tech (1) Establish New Administrative Tech (1) Change budget unit from 5204 to 5206	(\$32,341)	Fed/State	Yes
Building Inspection	Delete Filled Building Insp II (1)	(\$35,005)	Fees	Yes
	Delete Filled Sup Building Official (1)	(\$48,316)	Fees	Yes
	Delete Vacant Building Insp II (1)	(\$37,186)	Fees	Yes
	Unfund Vacant Permit Technician (1)	(\$27,672)	Fees	Yes
PW-Road Fund	Fund Vacant Assoc Civil Engineer (1)	\$33,991	Fed/State	Yes

Requested		CAO Recommended	
Total Requested Changes	(\$188,638)	Total Requested Changes	(\$188,638)
Total General Fund	\$0	Total General Fund	\$0
Total Non-General Fund	(\$188,638)	Total Non-General Fund	(\$188,638)

Capital Requests (Fixed Assets) - Mid-Year Budget FY 2010-2011

Department	Item	Cost	Funding	CAO Recommend
Library	Book Drop Box (Replacement-1)	\$5,880	Library Impact Fees 185	Yes
Health Services	Computers (Replacement-26)	\$34,782	Fed/State/Grants/Realignment	Yes
Human Services	Computers (Replacement-10)	\$14,000	Fed/State	Yes
Buildings & Grounds	Gov Center Cameras for NW, SW and West side of building	\$6,000	General Fund	Yes
			*** This is not an additional funding request. Budget correction to move funds from Prof Servs to Fixed Assets	

Requested		CAO Recommended	
Total Fixed Assets	\$60,662	Total Fixed Assets	\$60,662
Total General Fund ***	\$6,000	Total General Fund ***	\$6,000
Total Non-General Fund	\$54,662	Total Non-General Fund	\$54,662

FY 2010/2011 Proposed Mid Year Transfers

County Counsel

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-0700-413-01-01	Salaries	\$36,729.00
101-0700-413-02-02	Co Share PERS	\$5,161.00
101-0700-413-02-04	Health Ins	\$5,000.00
101-0700-413-23-00	Prof Services	\$6,094.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$52,984.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-0700-413-01-03	Extra Help	\$40,029.00
101-0700-413-02-03	COPST	\$1,200.00
101-0700-413-02-08	Unemployment Ins	\$11,755.00
Total Transfers		\$52,984.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Child Support

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
107-2600-421-01-01	Salaries	\$800.00
107-2600-421-23-00	Prof Services	\$10,000.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$10,800.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
107-2600-421-02-08	Unemployment Ins	\$800.00
107-2600-421-30-00	Utilities	\$5,000.00
107-2600-421-29-00	Travel	\$5,000.00
Total Transfers		\$10,800.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

District Attorney

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
108-2500-421-01-01	Salaries	\$23,768.00
108-2500-421-17-00	Maintenance Equip	\$500.00
108-2500-421-20-00	Memberships	\$500.00
108-2500-421-23-00	Prof Services	\$6,000.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
108-0000-371-98-99	Miscellaneous	(\$250.00)
Total Transfers		\$30,518.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
108-2500-421-01-07	Vacation	\$8,864.00
108-2500-421-22-00	Office Expense	\$3,000.00
108-2500-421-29-00	Travel	\$8,320.00
108-2500-421-90-00	Reimbursement	\$10,334.00
Total Transfers		\$30,518.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Clerk-Recorder**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-0200-411-12-00	Communications	\$500.00
101-0200-411-23-00	Prof Services	\$1,000.00
101-0200-411-28-00	Spec Dept Expense	\$804.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
Total Transfers		
		\$2,304.00

Funds To Be Reduced

Fund No.	Fund Name	Amount

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-0200-411-02-04	Health Ins	\$1,200.00
101-0200-411-22-00	Office Expense	\$500.00
101-0200-411-29-00	Travel	\$604.00

Total Transfers **\$2,304.00**

Funds To Be Increased

Fund No.	Fund Name	Amount

Elections**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
Total Transfers		
		\$12,200.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
101-0000-371-88-01	Election Services	\$12,200.00

Total Transfers **\$12,200.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-0800-415-01-01	Salaries	\$5,500.00
101-0800-415-01-04	Overtime	\$1,575.00
101-0800-415-02-02	Co Share PERS	\$75.00
101-0800-415-02-04	Health Ins	\$3,000.00
101-0800-415-02-08	Unemployment Ins	\$2,050.00

Total Transfers **\$12,200.00**

Funds To Be Increased

Fund No.	Fund Name	Amount

County Administrator**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-1700-411-12-00	Communication	\$1,250.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
Total Transfers		
		\$1,250.00

Funds To Be Reduced

Fund No.	Fund Name	Amount

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-1700-411-22-00	Office Expense	\$500.00
101-1700-411-29-00	Travel	\$750.00

Total Transfers **\$1,250.00**

Funds To Be Increased

Fund No.	Fund Name	Amount

Economic Develop**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-1702-411-28-00	Spec Dept Expense	\$1,000.00
101-1702-411-01-01	Salaries	\$6,383.00
101-1702-411-02-02	Co Share PERS	\$1,376.00
101-1702-411-02-04	Health Ins	\$910.00
101-1702-411-02-05	Medicare	\$196.00
101-1702-411-02-07	Mgt Life Ins	\$8.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
Total Transfers		\$9,873.00

Funds To Be Reduced

Fund No.	Fund Name	Amount

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-1702-411-29-00	Travel	\$1,000.00
<i>County Administrator</i>		
101-1700-411-01-01	Salaries	\$6,383.00
101-1700-411-02-02	Co Share PERS	\$1,376.00
101-1700-411-02-04	Health Ins	\$910.00
101-1700-411-02-05	Medicare	\$196.00
101-1700-411-02-07	Mgt Life Ins	\$8.00

Total Transfers **\$9,873.00**

Funds To Be Increased

Fund No.	Fund Name	Amount

Emergency Services**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
101-0000-371-98-99	Miscellaneous	\$2,114.00

Total Transfers **\$2,114.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-4200-427-23-00	Prof Services	\$1,614.00
101-4200-427-22-00	Office Expense	\$500.00

Total Transfers **\$2,114.00**

Funds To Be Increased

Fund No.	Fund Name	Amount

Board of Supervisors**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-0100-411-01-01	Salaries	\$5,244.00
101-0100-411-02-02	Co Share PERS	\$5,566.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
Total Transfers		\$10,810.00

Funds To Be Reduced

Fund No.	Fund Name	Amount

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-0100-411-02-04	Health Ins	\$3,385.00
101-0100-411-02-05	Medicare	\$6.00
<i>Clerk of the Board</i>		
101-1701-411-01-01	Salaries	\$3,071.00
101-1701-411-02-04	Health Ins	\$3,348.00
101-1701-411-24-00	Publications	\$1,000.00

Total Transfers **\$10,810.00**

Funds To Be Increased

Fund No.	Fund Name	Amount

BOS-Special

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-0101-411-52-36	Miscellaneous	\$71.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		
		\$71.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-0101-411-20-00	Memberships	\$71.00
Total Transfers		
		\$71.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Clerk of the Board

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-1701-411-02-02	Co Share PERS	\$225.00
101-1701-411-02-05	Medicare	\$64.00
101-1701-411-02-08	Unemployment Ins	\$4.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		
		\$293.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-1701-411-01-01	Salaries	\$293.00
Total Transfers		
		\$293.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Treasurer

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-0500-412-01-01	Salaries	\$19,000.00
101-0500-412-02-02	Co Share PERS	\$4,000.00
101-0500-412-02-04	Health Ins	\$15,450.00
101-0500-412-02-05	Medicare	\$200.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		
		\$38,650.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-0500-412-01-03	Extra Help	\$20,000.00
101-0500-412-02-03	COPST	\$7,000.00
101-0500-412-23-00	Prof Services	\$11,450.00
101-0500-412-24-00	Publications	\$200.00
Total Transfers		
		\$38,650.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Auditor**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-0400-412-02-02	Co Share PERS	\$3,392.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$3,392.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
101-0400-412-01-01	Salaries	\$3,392.00

Total Transfers **\$3,392.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Assessor**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-0600-412-02-02	Co Share PERS	\$7,536.00
101-0600-412-02-04	Health Ins	\$14,197.00
101-0600-412-23-00	Prof Services	\$602.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$22,335.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
101-0600-412-01-01	Salaries	\$21,733.00
101-0600-412-02-06	Workers Comp	\$602.00

Total Transfers **\$22,335.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Library**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-6000-462-01-01	Salaries	\$11,834.00
101-6000-462-02-02	Co Share PERS	\$1,527.00
101-6000-462-02-04	Health Ins	\$5,938.00
101-6000-462-02-07	Mgt Life Ins	\$13.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
101-0000-371-98-99	Miscellaneous	\$5,880.00

Total Transfers **\$25,192.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
185	Library Impact Fees	\$5,880.00

Appropriation Increased

Acct. No.	Acct. Name	Amount
101-6000-462-01-03	Extra Help	\$7,270.00
101-6000-462-01-07	Vacation	\$6,004.00
101-6000-462-02-03	COPST	\$230.00
101-6000-462-02-05	Medicare	\$8.00
101-6000-462-02-06	Worker Comp Ins	\$31.00
101-6000-462-62-00	Fixed Assets	\$5,880.00
101-6000-462-02-08	Unemployment Ins	\$5,769.00

Total Transfers **\$25,192.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
101	General	\$5,880.00

Ag Commissioner**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-3400-426-22-00	Office Expense	\$2,500.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$2,500.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
101-3400-426-01-04	Overtime	\$2,500.00

Total Transfers **\$2,500.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Human Resources**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
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Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$0.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
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101-0300-414-90-00	Reimbursements	(\$51,739.00)
101-0300-414-28-03	Spec Dept Expense	\$34,653.00
101-0300-414-01-01	Salaries	\$2,086.00
<i>Liabilty Ins</i>		
156-8800-410-46-00	Reserve for Claims	\$15,000.00

Total Transfers **\$0.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Unemployment Ins**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
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Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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159-0000-371-98-99	Miscellaneous	\$190,903.00
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Total Transfers **\$190,903.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
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159-8700-410-46-00	Reserve for Claims	\$190,903.00
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Total Transfers **\$190,903.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Human Services**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
100-5200-451-23-02	Prof Servs-Contracted	\$213,385.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$213,385.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
100-5200-451-01-07	Vacation	\$15,000.00
100-5200-451-02-05	Medicare	\$5,000.00
100-5200-451-02-08	Unemployment Ins	\$55,885.00
100-5200-451-18-00	Maintenance-Structure	\$5,000.00
100-5200-451-25-00	Rents & Leases-Equip	\$3,500.00
100-5200-451-26-00	Rents & Leases-Struct	\$65,000.00
100-5200-451-30-00	Utilities	\$50,000.00
100-5200-451-62-00	Fixed Assets	\$14,000.00

Total Transfers **\$213,385.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Health Services**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
106-4700-441-01-01	Salaries	\$182,503.00
106-4700-441-02-02	Co Share PERS	\$11,000.00
106-4700-441-17-00	Maintenance-Equip	\$2,000.00
106-4700-441-19-00	Med-Dental	\$3,000.00
106-4700-441-26-00	Rents & Leases-Struct	\$81,265.00
106-4700-441-28-01	Spec Dept Exp-EMS	\$1,000.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$280,768.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
106-4700-441-01-05	Holiday	\$12,374.00
106-4700-441-01-07	Vacation	\$10,437.00
106-4700-441-02-08	Unemployment Ins	\$36,910.00
106-4700-441-28-09	Spec Dept Exp-Prop 36	\$6,000.00
106-4700-441-53-02	Agency Admin	\$180,265.00
106-4700-441-62-00	Fixed Assets	\$34,782.00

Total Transfers **\$280,768.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Public Authority**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
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Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
109-0000-361-45-00	State/Social Servs Adm	\$11,050.00

Total Transfers **\$11,050.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
109-0109-441-90-00	Reimbursement	\$11,050.00

Total Transfers **\$11,050.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Veterans Services**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-5800-451-02-02	Co Share PERS	\$415.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$415.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
101-5800-451-01-01	Salaries	\$195.00
101-5800-451-02-04	Health Ins	\$220.00

Total Transfers **\$415.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Sheriff**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
108-2700-422-01-04	Overtime	\$35,000.00
108-2700-422-01-05	Holiday	\$25,000.00
108-2700-422-01-09	Reserves	\$8,000.00
108-2700-422-02-02	Co Share PERS	\$10,000.00
108-2700-422-23-00	Prof Services	\$20,000.00
108-2700-422-26-00	Rents & Leases-Struct	\$11,000.00
108-2700-422-28-00	Spec Dept Expense	\$18,000.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
108-0000-371-85-03	Marijuana Erad	\$10,000.00

Total Transfers **\$137,000.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
108-2700-422-01-01	Salaries	\$66,215.00
108-2700-422-01-07	Vacation	\$4,585.00
108-2700-422-02-04	Health Ins	\$20,000.00
108-2700-422-12-00	Communication	\$20,000.00
108-2700-422-18-00	Maintenance-Structure	\$1,000.00
108-2700-422-20-00	Membership	\$1,200.00
108-2700-422-25-00	Rents & Leases-Equip	\$14,000.00
108-2700-422-28-03	Marijuana Erad	\$10,000.00

Total Transfers **\$137,000.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Sheriff-Jail**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
108-2900-423-01-04	Overtime	\$22,854.00
108-2900-423-01-05	Holiday	\$22,000.00
108-2900-423-02-02	Co Share PERS	\$10,000.00
108-2900-423-11-01	Inmate Clothing	\$15,000.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$69,854.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
108-2900-423-01-07	Vacation	\$9,656.00
108-2900-423-01-08	Sick Leave	\$12,498.00
108-2900-423-02-04	Health Ins	\$10,000.00
108-2900-423-13-00	Food	\$27,000.00
108-2900-423-14-00	Household Expense	\$5,000.00
108-2900-423-28-00	Spec Dept Expense	\$5,300.00
108-2900-423-29-00	Travel	\$400.00

Total Transfers **\$69,854.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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VW-Elder Abuse**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-3115-423-01-01	Salaries	\$1,477.00
101-3115-423-02-02	Co Share PERS	\$981.00
101-3115-423-02-04	Health Ins	\$229.00
101-3115-423-02-05	Medicare	\$21.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$2,708.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
101-3115-423-02-06	Workers Comp Ins	\$198.00
101-3115-423-15-00	Liability Ins	\$2,510.00

Total Transfers **\$2,708.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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VW-Family Resource**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
101-3150-423-01-01	Salaries	\$18,000.00
101-3150-423-02-04	Health Ins	\$1,577.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$19,577.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
101-3150-423-01-03	Extra Help	\$3,355.00
101-3150-423-02-03	COPST	\$146.00
101-3150-423-12-00	Communication	\$900.00
101-3150-423-22-00	Office Expense	\$3,176.00
101-3150-423-28-00	Spec Dept Expense	\$9,000.00
101-3150-423-29-00	Travel	\$3,000.00

Total Transfers **\$19,577.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Juvenile Hall**Appropriation Decreased**

Acct. No.	Acct. Name	Amount
108-3000-423-01-01	Salaries	\$20,287.00

Estimated Revenue Increased/Decreased

Acct. No.	Acct. Name	Amount
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Total Transfers **\$20,287.00**

Funds To Be Reduced

Fund No.	Fund Name	Amount
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Appropriation Increased

Acct. No.	Acct. Name	Amount
108-3000-423-02-08	Unemployment Ins	\$9,287.00
108-3000-423-01-07	Vacation	\$11,000.00

Total Transfers **\$20,287.00**

Funds To Be Increased

Fund No.	Fund Name	Amount
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Drug Grant-YDIP

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
111-8900-422-01-01	Salaries	\$6,709.00
111-8900-422-02-02	Co Share PERS	\$4,182.00
111-8900-422-02-04	Health Ins	\$180.00
111-8900-422-02-05	Medicare	\$96.00
111-8900-422-02-08	Unemployment Ins	\$33.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
111-0000-361-56-00	Drug Grant	\$169,153.00
Total Transfers		\$180,353.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
111-8900-422-02-06	Workers Comp	\$866.00
111-8900-422-22-00	Office Expense	\$1,031.00
111-8900-422-23-00	Prof Services	\$146,608.00
111-8900-422-27-00	Small Tools	\$4,179.00
111-8900-422-29-00	Travel	\$450.00
111-8900-422-62-00	Fixed Assets	\$27,219.00
Total Transfers		\$180,353.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Probation

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-3100-423-01-03	Extra Help	\$1,467.00
101-3100-423-02-03	COPST	\$44.00
101-3100-423-17-00	Maintenance Equip	\$2,034.00
101-3100-423-40-00	Support & Care	\$2,000.00
101-3100-423-12-00	Communication	\$15,000.00
101-3100-423-27-00	Small Tools	\$15,000.00
101-3100-423-28-00	Spec Dept Expense	\$2,879.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
111-8900-422-23-00	Drug Grant	\$21,946.00
101-0000-361-56-03	Prob Title IV-E	\$10,000.00
101-0000-361-56-09	Aid for Corrections	\$83,201.00
101-0000-361-56-13	Aid for Corrections YOBG	(\$32,879.00)
Total Transfers		\$120,692.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-3100-423-01-01	Salaries	\$15,263.00
101-3100-423-01-04	Overtime	\$164.00
101-3100-423-01-07	Vacation	\$359.00
101-3100-423-02-02	Co Share PERS	\$2,977.00
101-3100-423-02-04	Health Ins	\$3,393.00
101-3100-423-02-05	Medicare	\$221.00
101-3100-423-02-07	Mgt Life Ins	\$15.00
101-3100-423-02-08	Unemployment Ins	\$5,099.00
101-3100-423-28-00	Spec Dept Expense	\$93,201.00
Total Transfers		\$120,692.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Probation-Liq Enc

Appropriation Decreased-Liquidate Encumbrance		
Acct. No.	Acct. Name	Amount
101-3100-423-22-00	Office Expense	\$2,473.00
101-3100-423-23-00	Prof Services	\$38,000.00
101-3100-423-27-00	Small Tools	\$11,500.00
101-3100-423-28-00	Spec Dept Expense	\$75,796.00
101-3100-423-29-00	Travel	\$15,500.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$143,269.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-3100-423-01-01	Salaries	\$104,449.00
101-3100-423-02-02	Co Share PERS	\$15,171.00
101-3100-423-02-04	Health Ins	\$21,555.00
101-3100-423-02-05	Medicare	\$1,514.00
101-3100-423-02-07	Mgt Life Ins	\$58.00
101-3100-423-02-08	Unemployment Ins	\$522.00
Total Transfers		\$143,269.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Planning

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
101-0000-331-14-00	Zoning Permits	\$6,209.00
Total Transfers		\$6,209.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-4300-427-02-04	Health Ins	\$5,790.00
101-4300-427-02-08	Unemployment Ins	\$419.00
Total Transfers		\$6,209.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Environmental Health

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
101-0000-361-52-12	EAR Grants	\$125,000.00
101-0000-371-86-01	EH Fees	\$3,893.00
Total Transfers		\$128,893.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-4800-441-02-04	Health Ins	\$3,293.00
101-4800-441-02-08	Unemployment Ins	\$600.00
101-4800-441-28-00	Spec Dept Expense	\$125,000.00
Total Transfers		\$128,893.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Housing

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$0.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-6700-456-01-03	Extra Help	\$8,000.00
101-6700-456-01-07	Vacation	\$3,716.00
101-6700-456-01-08	Sick Leave	\$111.00
101-6700-456-02-03	COPST	\$240.00
101-6700-456-02-04	Health Ins	\$1,328.00
101-6700-456-02-08	Unemployment Ins	\$207.00
101-6700-456-90-00	Reimbursement	(\$13,602.00)
Total Transfers		\$0.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Surveyor		
Appropriation Decreased		
Acct. No.	Acct. Name	Amount
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
101-0000-371-82-04	Surveyor Fees	(\$15,000.00)
101-0000-371-82-05	Engineers Fees	(\$70,000.00)
101-0000-371-82-11	Surveyor App Fees	(\$10,000.00)
Total Transfers		(\$95,000.00)
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-1500-410-01-07	Vacation	\$478.00
101-1500-410-02-04	Health Ins	\$5,303.00
101-1500-410-02-08	Unemployment Ins	\$404.00
101-1500-410-90-00	Reimbursement	(\$101,185.00)
Total Transfers		(\$95,000.00)
Funds To Be Increased		
Fund No.	Fund Name	Amount

CDSA-Admin/Fin		
Appropriation Decreased		
Acct. No.	Acct. Name	Amount
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$0.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-1600-410-02-04	Health Ins	\$6,205.00
101-1600-410-02-08	Unemployment Ins	\$676.00
101-1600-410-90-00	Reimbursement	(\$6,881.00)
Total Transfers		\$0.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Code Enforcement		
Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-3600-426-29-00	Travel	\$8,443.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$8,443.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-3600-426-01-04	Overtime	\$572.00
101-3600-426-01-07	Vacation	\$4,200.00
101-3600-426-02-04	Health Ins	\$3,469.00
101-3600-426-02-08	Unemployment Ins	\$202.00
Total Transfers		\$8,443.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Building Inspection

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
101-3500-426-01-01	Salaries	\$711.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		\$711.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
101-3500-426-02-08	Unemployment Ins	\$711.00
Total Transfers		\$711.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Public Works

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
102-9100-431-28-00	Spec Dept Expense	\$20,000.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
102-0000-331-13-03	Grading Permits	\$2,000.00
102-0000-361-42-02	Hwy Use Tax 2104	(\$159,793.00)
102-0000-361-42-03	Hwy Use Tax 2106	(\$52,106.00)
102-0000-361-42-04	Hwy Use Tax 2105	(\$135,476.00)
102-0000-361-42-05	Hwy Use Tax 2103	\$347,375.00
102-0000-361-55-01	State Aid for Constr	\$413,880.00
102-0000-361-55-02	St Aid for Constr Prop 42	\$329,311.00
102-0000-371-96-01	Contribution & Donations	\$14,485.00
102-0000-371-97-03	Local Fees for Constr	\$1,875,000.00
102-0000-371-98-99	Miscellaneous	\$88,126.00
Total Transfers		\$2,742,802.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
102-9100-431-01-01	Salaries	\$26,428.00
102-9100-431-02-02	Co Share PERS	\$3,378.00
102-9100-431-02-04	Health Ins	\$19,754.00
102-9100-431-02-05	Medicare	\$383.00
102-9100-431-02-07	Mgt Life Ins	\$116.00
102-9100-431-02-08	Unemployment Ins	\$1,826.00
102-9100-431-14-00	Household Exp	\$2,000.00
102-9100-431-17-00	Maintenance-Equip	\$50,000.00
102-9100-431-23-00	Prof Services	\$101,185.00
102-9100-431-23-01	Special Projects	\$2,219,732.00
102-9100-431-27-00	Small Tools	\$15,000.00
102-9100-431-29-00	Travel	\$3,000.00
102-9100-431-47-00	Right of Way	\$300,000.00
Total Transfers		\$2,742,802.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

Admin Services

Appropriation Decreased		
Acct. No.	Acct. Name	Amount
<i>Buildings & Grounds</i>		
101-0900-417-23-00	Prof Services	\$65,870.00
101-0900-417-18-01	Maint Structure-Annex	\$16,000.00
<i>Capital Improvement</i>		
101-1200-418-61-24	ADA	\$1,500.00
<i>Custodial</i>		
101-0950-417-12-00	Communication	\$1,000.00
101-0950-417-23-00	Prof Services	\$25,000.00
101-0950-417-02-02	Co Share PERS	\$4,700.00
101-0950-417-02-04	Health Ins	\$18,976.00
101-0950-417-02-05	Medicare	\$796.00
<i>Auto Service Fund</i>		
150-0000-101-0100		\$42,111.00
<i>Admin Services</i>		
101-1800-410-17-00	Maint-Equip	\$1,988.00
101-1800-410-17-01	Maint-Equip Print Shop	\$4,900.00
<i>Info Technology</i>		
101-1900-410-01-04	Overtime	\$30,000.00
101-1900-410-02-02	Co Share PERS	\$16,000.00
101-1900-410-02-04	Health Ins	\$18,000.00
101-1900-410-17-35	Maint Equip-Fin Software	\$95.00
101-1900-410-60-01	Resv for Replacement	\$20,000.00
<i>Contingency</i>		
101-6900-410-71-01	Contingencies-General	\$87,000.00
Estimated Revenue Increased/Decreased		
Acct. No.	Acct. Name	Amount
Total Transfers		
		\$353,936.00
Funds To Be Reduced		
Fund No.	Fund Name	Amount
150	Auto Service Fund	\$42,111.00

Appropriation Increased		
Acct. No.	Acct. Name	Amount
<i>Buildings & Grounds</i>		
101-0900-417-23-00	Prof Services	\$18,000.00
101-0900-417-29-00	Travel	\$4,870.00
101-0900-417-62-00	Fixed Assets	\$6,000.00
101-0900-417-90-00	Reimbursements	(\$18,000.00)
101-0900-417-01-01	Salaries	\$16,361.00
101-0900-417-01-04	Overtime	\$1,015.00
101-0900-417-01-07	Vacation	\$7,599.00
101-0900-417-02-02	Co Share PERS	\$1,926.00
101-0900-417-02-04	Health Ins	\$609.00
101-0900-417-02-05	Medicare	\$341.00
101-0900-417-02-08	Unemployment Ins	\$14,348.00
<i>Capital Improvement</i>		
101-1200-418-61-28	Annex Facility Repair	\$56,000.00
<i>Energy</i>		
101-0901-417-30-00	Utilities	\$13,158.00
101-0901-417-30-05	Other Facilities	\$144,000.00
101-0901-417-90-00	Reimbursements	(\$144,000.00)
<i>Custodial</i>		
101-0950-417-01-03	Extra Help	\$3,000.00
101-0950-417-01-07	Vacation	\$4,949.00
101-0950-417-01-08	Sick Leave	\$322.00
101-0950-417-02-08	Unemployment Ins	\$1,805.00
<i>Admin Services</i>		
101-1800-410-01-01	Salaries	\$4,886.00
101-1800-410-01-04	Overtime	\$5,000.00
101-1800-410-01-07	Vacation	\$5,760.00
101-1800-410-01-08	Sick Leave	\$441.00
101-1800-410-02-02	Co Share PERS	\$510.00
101-1800-410-02-04	Health Ins	\$925.00
101-1800-410-02-05	Medicare	\$58.00
101-1800-410-02-08	Unemployment Ins	\$20.00
101-1800-410-20-00	Membership	\$1,550.00
101-1800-410-29-00	Travel	\$5,988.00
<i>Info Technology</i>		
101-1900-410-01-01	Salaries	\$51,124.00
101-1900-410-01-07	Vacation	\$59,662.00
101-1900-410-01-08	Sick Leave	\$23,309.00
101-1900-410-17-00	Maint Equipment	\$5,000.00
101-1900-410-17-25	Maint Equip-Crim Just	\$95.00
101-1900-410-62-00	Fixed Assets	\$45,000.00
101-1900-410-02-08	Unemployment Ins	\$12,305.00
Total Transfers		
		\$353,936.00
Funds To Be Increased		
Fund No.	Fund Name	Amount
101	General	\$42,111.00

<i>Appropriation Decreased</i>		
Acct. No.	Acct. Name	Amount
101-6900-410-71-01	Contingencies-General	\$184,049.00
<i>Estimated Revenue Increased/Decreased</i>		
Acct. No.	Acct. Name	Amount
Total Transfers		\$184,049.00
<i>Funds To Be Reduced</i>		
Fund No.	Fund Name	Amount

Appropriation Increased		
Acct. No.	Acct. Name	Amount
Auditor		
101-0400-412-01-01	Salaries	\$30,552.00
101-0400-412-01-07	Vacation	\$2,679.00
101-0400-412-01-08	Sick Leave	\$101.00
101-0400-412-02-04	Health Ins	\$8,475.00
101-0400-412-02-05	Medicare	\$230.00
101-0400-412-02-08	Unemployment Ins	\$7,290.00
101-0400-412-02-07	Mgt Life Ins	\$28.00
101-0400-412-28-00	Spec Dept Exp	\$4,370.00
Ag Commissioner		
101-3400-426-01-04	Overtime	\$4,772.00
Assessor		
101-0600-412-01-01	Salaries	\$14,769.00
101-0600-412-01-07	Vacation	\$19,591.00
101-0600-412-01-08	Sick Leave	\$19,177.00
101-0600-412-02-08	Unemployment Ins	\$8,539.00
County Administrator		
101-1700-411-01-01	Salaries	\$37,908.00
101-1700-411-02-02	Co Share PERS	\$1,040.00
101-1700-411-02-04	Health Ins	\$3,319.00
101-1700-411-02-05	Medicare	\$49.00
101-1700-411-02-07	Mgt Life Ins	\$42.00
Public Guardian		
101-4100-427-01-01	Salaries	\$13,057.00
101-4100-427-02-02	Co Share PERS	\$1,053.00
101-4100-427-02-04	Health Ins	\$370.00
101-4100-427-02-05	Medicare	\$200.00
101-4100-427-01-07	Vacation	\$4,205.00
101-4100-427-01-08	Sick Leave	\$2,233.00
Total Transfers		\$184,049.00
Funds To Be Increased		
Fund No.	Fund Name	Amount

GRAND TOTAL \$5,119,322.00

GRAND TOTAL \$5,119,322.00

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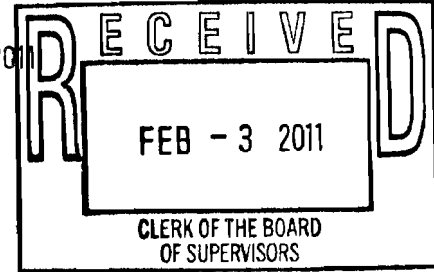
072-11
EDMUND G. BROWN
NATURAL RESOURC.
DEPARTMENT OF FISH AND GAME
WILDLIFE CONSERVATION BOARD
1807 13th Street, Suite 103
Sacramento, California 95811-7137
www.dfg.ca.gov
(916) 445-8448
Fax (916) 323-0280

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

Dear Ladies and Gentlemen:

Yuba Highlands Conservation Easement – Phase I
Yuba County
Project ID 2010166

FEB 01 2011



The Department of Fish and Game (DFG), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program that is focused on the long-range protection and enhancement of habitat for fish and wildlife. Possible sites for acquisition are identified by the DFG in response to public interest, legislative mandate and departmental goals.

This letter is to advise you that the WCB will consider the acceptance of a fifty percent (50%) ownership in a conservation easement over 833± acres of agricultural property in Yuba County and identified as Assessor's Parcel Nos. 019-020-018,020; 019-040-016,018,019,021; 019-130-031,035,036; 019-140-030,031 and 033. This proposal is scheduled for the February 24, 2011, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at www.wcb.ca.gov. If the Board accepts the fifty percent (50%) ownership of the conservation easement, ownership will be shared with the United States of America, acting by and through the Secretary of the Air Force (USA).

Acceptance of the conservation easement will not affect the private ownership of the property, and the historical agricultural practices on the site will remain. The conservation easement will also serve as a security buffer for the USA.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

John P. Donnelly
Executive Director

Enclosure

(cc's continued on next page)

BOS CORRESPONDENCE A

Yuba County Board of Supervisors

Page 2

cc: The Honorable Doug LaMalfa
Member of the Senate
State Capitol, Room 3070
Sacramento, California 95814

Kent Smith, Regional Manager
North Central Region (2)
Department of Fish and Game
1701 Nimbus Road, Suite A
Rancho Cordova, California 95670

The Honorable Dan Logue
Member of the Assembly
State Capitol, Room 4158
Sacramento, California 95814

Anthony Ortiz
Department of Defense
Real Property Office
9 CES/CEAO
6451 B Street
Beale AFB, California 95903

DEPARTMENT OF FISH AND GAME

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103

SACRAMENTO, CALIFORNIA 95811

(916) 445-8448

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www.wcb.ca.gov

NOTICE OF MEETING

WILDLIFE CONSERVATION BOARD

February 24, 2011

10:00 AM

1/ State Capitol, Room 112

Sacramento, California 95814

PRELIMINARY AGENDA ITEMS

ITEM NO.

1. Roll Call
2. Funding Status — Informational
3. Proposed Consent Calendar (Items 4—19)
- *4. Approval of Minutes — November 18, 2010
- *5. Recovery of Funds

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities

- *6. Yuba Highlands, Phase I \$15,000.00
Yuba County

To consider the acceptance of a fifty percent (50%) assignment of interest in a conservation easement for the Department of Fish and Game (DFG) from The Trust for Public Land, as part of a cooperative project with the United States Department of Defense, the California Department of Transportation and the Yuba Foothills Associates for protection of 833 ± acres of oak woodlands, riparian woodlands and agricultural open space areas located adjacent to Beale Air Force Base and the DFG's Spenceville Wildlife Area, in Yuba County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of deer, oak woodland and mountain lion habitat. [Habitat Conservation Fund (Proposition 117), Section 2786(a)]

- *7. San Joaquin Multi-Species \$978,930.00
Conservation Plan (2007) – Barron
Contra Costa County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the East Contra Costa County Habitat Conservancy, and to consider a Wildlife Conservation Board grant to East Contra Costa County Habitat Conservancy for a cooperative project with the East Bay Regional Park District to acquire 798± acre of land for the protection and preservation of existing regional wildlife linkages, including valley floor and foothill grassland, oak woodland, oak woodland savannah, riparian woodland, emergent wetland, and vernal pool habitat areas within the East Contra Costa County Natural Community Conservation Plan/Habitat Conservation Plan. The property is located south of the City of Pittsburg, in unincorporated Contra Costa County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c)]

- *8. San Joaquin River Parkway, \$180,000.00
River Vista Public Access Planning and Environmental Review
Madera County

To consider the allocation for a grant to the San Joaquin River Conservancy to implement environmental review and facilitate public participation pursuant to the California Environmental Quality Act for public access at the Conservancy's River Vista property on the San Joaquin River Parkway, located on 105 acres on the north side of the river immediately downstream of the Road 206 crossing. The purposes of this

project are consistent with the proposed funding source that allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5)]

- *9. San Joaquin River Parkway \$350,000.00
Master Plan Update and EIR
Madera and Fresno Counties

To consider the allocation for a grant to the San Joaquin River Conservancy to update the San Joaquin River Parkway (Parkway) Master Plan and implement environmental review and facilitate public participation pursuant to the California Environmental Quality Act. The Parkway consists of approximately 5,900 on both sides of a twenty-two mile long reach of the San Joaquin River between Friant Dam in the east and State Route 99 to the west in Fresno and Madera Counties. The purposes of this project are consistent with the proposed funding source that allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5)]

- *10. San Joaquin River Parkway, \$563,970.00
Jensen River Ranch Phase II Habitat Restoration
Fresno County

To consider the allocation for a grant to the San Joaquin River Parkway and Conservation Trust for a cooperative project with the San Joaquin River Conservancy to restore wetland and riparian habitat on the San Joaquin River Parkway just east of Highway 41 in the City of Fresno, Fresno County. The purpose of this project is consistent with the proposed funding source that allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5)]

- *11. Big Creek Reserve CEQA and Planning \$450,000.00
Monterey County

To consider the allocation for a grant to the Regents of the University of California, Santa Cruz, to complete design, planning, and California Environmental Quality Act documents for facility improvements at the Landels-Hill Big Creek Reserve located approximately 16 miles south of the community of Big Sur in Monterey County. The purpose of this project is consistent with the proposed funding source that allows for grants to the

University of California for the Natural Reserve System for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b)(3)]

- *12. DFG Land Management Plans, \$69,000.00
Central Coast Region, Phase II Augmentation
San Luis Obispo

To consider the allocation for an augmentation to amend an existing grant with the California Wildlife Foundation to develop appropriate environmental documentation pursuant to the California Environmental Quality Act for the Land Management Plan for the Carrizo Plains Ecological Reserve located in San Luis Obispo County. The purpose of this project is consistent with the proposed funding source that allows for the preparation of management plans for DFG lands acquired by the WCB. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650]

- *13. Ramona Conservation Easement \$390,000.00
Riverside County

To consider the acquisition of a conservation easement for the Department of Fish and Game (DFG) over 92± acres of land for protection of wetlands and associated upland habitat within the DFG's approved Natural Community Conservation Plan, located near the southwestern edge of Mystic Lake in the community of Lakeview in Riverside County. The purposes of the project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that protects significant natural landscapes and ecosystems such as wetland areas and implements the recommendations of the California Comprehensive Wildlife Strategy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b)]

- *14. Upper Mission Creek/Big Morongo Canyon \$10,000.00
Conservation Area
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the Coachella Valley Conservation Commission to acquire a 40± acres of land for the protection and conservation of existing regional wildlife linkages and aeolian and fluvial sand transport areas within one of four priority areas of the Coachella

Valley Multiple Species Habitat Conservation Preserve. The property is located west of the City of Palm Springs, in Riverside County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c)]

- *15. Western Riverside County MSHCP (2006), \$10,000.00
Expansion 5
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the County of Riverside to acquire 71± acres of land for protection of habitat supporting threatened and endangered species and to increase regional wildlife habitat corridors and linkages located in the Western Riverside County Multiple Species Habitat Conservation Plan area, near the City of Hemet, in western Riverside County. The purposes of this project are consistent with the proposed funding source that provides matching funds for acquisition and protection of habitat or habitat corridors that promote recovery of threatened, endangered species or fully protected species. [Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund (Proposition 12), Section 5096.350(a)(5)]

- *16. Arroyo Toad, Long Potrero (2006 RLA) \$46,000.00
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant and the approval to subgrant these federal funds to The Back Country Land Trust, and to consider a Wildlife Conservation Board grant to The Back Country Land Trust to assist with the acquisition of 132± acres for protection of oak woodlands, riparian forests, vernal pools and watershed and upland habitat areas that support the federally endangered arroyo toad. The property is located in the unincorporated community of Potrero approximately 45 miles to the east of downtown San Diego, in eastern San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c)]

- *17. East Elliot and Otay Mesa, Multiple Properties \$5,000.00
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant the federal funds to the City of San Diego to assist with the fee acquisition of property from 12 individual landowners totaling 89± acres to protect and preserve core areas of vernal pool habitat and critical habitat linkages that will enhance the existing Multiple Species Conservation Program and the Natural Community Conservation Plan areas located on the western Otay Mesa, and the East Elliott area located north of Highway 52 and east of Interstate 15 in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c)]

- *18. Jacumba Peak \$10,000.00
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant and the approval to subgrant these federal funds to the California Department of Parks and Recreation to acquire 1,081± acres of land, as part of a cooperative project with The Nature Conservancy and the Resources Legacy Fund Foundation, for protection of threatened and endangered species, including the Quino checkerspot butterfly and the Peninsular bighorn sheep, and to maintain a landscape-scale connectivity. The property is located just north of the community of Jacumba in southeastern San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat to protect rare and endangered species, wildlife corridors and significant natural landscapes and ecosystems. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650]

- *19. Laguna Mountain Skipper, \$15,000.00
Palomar Mountain (Mendenhall)
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant to acquire for the Department of Fish and Game a conservation easement over 278± acres of land for the protection of critical habitat for the federally endangered Laguna Mountain skipper, as well as montane meadow, mixed conifer, chaparral habitat areas and conservation of the headwater areas of the West Fork of the San Luis Rey River. The property is located in the Mendenhall Valley northeast of the

City of Escondido in San Diego County. The purposes of this project are consistent with the proposed funding source that promotes recovery of threatened and endangered species, protects significant natural ecosystem, and implements the recommendations of the California Comprehensive Wildlife Strategy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b)]

20. Little Shasta Conservation Easement \$2,606,000.00
Siskiyou County

To consider the allocation for a grant to the Rocky Mountain Elk Foundation to acquire a conservation easement over 5,929± acres of land for protection of critical winter range for elk and other regional California wildlife and protection of range and grasslands that sustain working landscapes, located in the Little Shasta River's upland watershed, east of the City of Yreka, in Siskiyou County. The purposes of this project are consistent with the proposed funding source that allows for the protection of rangeland, grazing land and grassland areas. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(1)]

21. Shasta River Fish Passage \$1,500,000.00
Siskiyou County

To consider the allocation for a grant to the Grenada Irrigation District (GID) for a cooperative project with the Department of Fish and Game, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service to remove a GID diversion dam on the Shasta River in Siskiyou County. The purpose of this project is consistent with the proposed funding source that allows for the enhancement or restoration of riparian habitat located in floodplains or flood corridors. [Habitat Conservation Fund (Proposition 117), Section 2786 (e/f)(1E)]

22. Charles Mountain Ranch, Phase I \$2,530,000.00
Humboldt County

To consider the allocation for a grant to the Northcoast Regional Land Trust to acquire a conservation easement over 2,903± acres of land to conserve and protect an economically sustainable working forest, oak woodlands, grasslands and critical habitat for native fish, wildlife and plants, located near the community of Blocksburg, in southeastern Humboldt County. The purposes of this project are consistent with the proposed funding source that promotes ecological integrity and economic stability of California's diverse native forests and promotes the conservation and protection of productive managed forest lands, forest

reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitat for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(a)]

23. Gualala River Forest Conservation Easement \$19,005,000.00
Mendocino County

To consider the allocation for a grant to The Conservation Fund to acquire a conservation easement over 13,913± acres of land to conserve and protect an economically sustainable working forest, oak woodlands, grasslands and critical habitat for native fish, wildlife and plants, located approximately 20 miles west of Cloverdale in southern Mendocino County. The purposes of this project are consistent with the proposed funding source that promotes ecological integrity and economic stability of California's diverse native forests and promotes the conservation and protection of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitat for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(a)]

24. Usal Redwood Forest Conservation Easement \$19,535,000.00
Mendocino County

To consider the allocation for a grant to The Conservation Fund to acquire a conservation easement over 49,576± acres of land to conserve and protect an economically sustainable working forest, oak woodlands, grasslands and critical habitat for native fish, wildlife and plants, located between the Pacific coastline and the community of Leggett in the northwest corner of Mendocino County. The purposes of this project are consistent with the proposed funding source that promotes ecological integrity and economic stability of California's diverse native forests and promotes the conservation and protection of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitat for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(a)]

25. North Grasslands Wildlife Area \$730,000.00
Hunter Check Station
Merced County

To consider the allocation for cooperative project with the Department of Fish and Game (DFG) to remove an existing dilapidated structure and construct a new hunter check station and public restroom in its place, and renovate the parking lot at the DFG's North Grasslands Wildlife Area, located approximately six miles north of Los Banos in Merced County. The purpose of this project is consistent with the proposed funding source that allows for the development of public access facilities for hunting, fishing and other wildlife related activities. [Wildlife Restoration Fund]

26. Santa Rosa Creek Ferrasci Road Fish Passage \$1,100,000.00
San Luis Obispo County

To consider the allocation for a grant to the County of San Luis Obispo for a cooperative project with the State Coastal Conservancy and the Land Conservancy of San Luis Obispo County to replace an Arizona crossing with a bridge where Ferrasci Road crosses Santa Rosa Creek in the City of Cambria in San Luis Obispo County. The purpose of this project is consistent with the proposed funding source that allows for the enhancement or restoration of riparian habitat located in floodplains or flood corridors. [Habitat Conservation Fund (Proposition 117), Section 2786 (e/f)(1E)]

27. Cold Creek Ecological Area \$425,000.00
Los Angeles County

To consider the allocation for a grant to the Mountains Recreation and Conservation Authority to acquire 118± acres of land as part of a cooperative project with the Department of Fish and Game, County of Los Angeles, City of Calabasas and private donors to protect opens space, coastal watershed, endangered species habitat and provide connectivity to other protected lands, located in the Santa Monica Mountains on the western edge of Calabasas in Los Angeles County. The purposes of the project are consistent with the proposed funding source that allows for the acquisition and protection of deer, oak woodland and mountain lion habitat and coastal wetlands and watershed areas in southern California. [Habitat Conservation Fund (Proposition 117), Section 2786(a) (P50-SoCal)]

28. North Claremont Preserve, \$2,429,000.00
Expansion 1
Los Angeles County

To consider the allocation for a grant to the Trust for Public Land to acquire 151± acres of land, as part of a cooperative project with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the City of Claremont for the protection of oak woodland deer and mountain lion habitat and coastal watershed areas and to maintain the property's relatively natural, scenic and open-space characteristics. The property is located northeast of the City of Claremont, in Los Angeles County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of deer, oak woodland and mountain lion habitat and coastal wetlands and watershed areas in southern California. [Habitat Conservation Fund (Proposition 117), Section 2786(a) (P50-SoCal)]

29. Rubio Canyon \$545,000.00
Los Angeles County

To consider the allocation for a grant to the Arroyos and Foothills Conservancy to acquire 18± acres of land for protection of oak woodland, riparian woodland, coastal sage scrub, chaparral habitat and open space areas, located in the Rubio Creek watershed, north of the town of Altadena, in Los Angeles County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of deer, oak woodland and mountain lion habitat and for the protection of habitat within a floodplain or flood corridor. [Habitat Conservation Fund (Proposition 117), Section 2786(a)(1E)]

30. Bolsa Chica Upland Mesa Restoration \$550,000.00
Orange County

To consider the allocation for a grant to the Bolsa Chica Land Trust to restore and enhance coastal sage scrub, riparian, and seasonal ponding habitats, located on the Department of Fish and Game's Bolsa Chica Ecological Reserve in Orange County. The purpose of this project is consistent with the proposed funding source that allows for the protection and restoration of coastal wetlands, upland areas adjacent to coastal wetlands, and coastal watershed lands. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(a)]

31. San Felipe Valley Wildlife Area \$2,280,000.00
Expansion 4
San Diego County

To consider the acquisition of 385± acres of land by the Department of Fish and Game as an expansion to the San Felipe Wildlife Area, as part of a cooperative project with The Nature Conservancy to protect a major landscape linkage comprised of a diverse assemblage of high quality habitats and supporting numerous California's species of special concern situated within the headwaters of the San Dieguito River watershed, located four miles due north of the mountain community of Julian, in eastern San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that provides corridors linking separate habitat areas to prevent fragmentation and protects significant natural landscapes and ecosystems. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b)]

32. Resolutions

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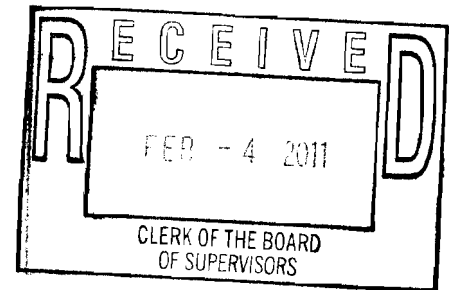
DEPARTMENT OF VETERANS AFFAIRS

OFFICE OF THE SECRETARY
POST OFFICE BOX 942895
SACRAMENTO, CALIFORNIA 94295-0001
Telephone: (916) 653-2158
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February 2, 2011

Roger Abe, Chair
Yuba County Board of Supervisors
915 Eighth Street, Suite 109
Marysville, CA 95901



The Honorable Rober Abe:

During the period of July 1, 2009 through June 30, 2010, your County Veterans Service Officer, Marvin King obtained new and increased monthly cash benefits from the United States Department of Veterans Affairs (USDVA), in the amount of \$200,185. On an annualized basis this amounts to more than \$2,402,220 in new benefit payments. In addition, Mr. King obtained \$2,255,085 in one-time benefits, which consists of single and retro-active payments received by veterans or their dependents. Studies have shown that monies spent in a community could turn over between 3 to 7 times, which is a fairly accurate measure of the spending impact on a community. Using the conservative multiplier of 3, this equates to a spending impact of at least \$7,206,660 from the annualized monthly cash benefits and \$6,765,255 from the one-time benefits received.

In addition to the fact that your veterans' community received the above cash benefits, claim advocacy services provided by Mr. King to obtain and maintain federal monetary benefits have resulted in savings to your county based on Mr. King's active participation in the State Mandated Welfare Referral Program. This program requires your CVSO to verify and make benefit entitlement determinations on all public assistance referrals (i.e. GA/FR, CalWORKS, Food Stamps, and Medi-Cal) received from your County Welfare Department. Included in the totals above is \$659 in annualized monthly benefits and \$55,356 in one-time benefits received by individuals who had applied for public assistance grants. In addition, your CVSO verified \$132,627 in prior monthly USDVA monetary benefits being received by public assistance and Medi-Cal applicants, which on an annualized basis represents \$1,591,524. Your CVSO also assisted veterans' families in their application for the College Tuition Fee Waiver program. This resulted in either the veterans' or their family saving \$579,727 in tuition and fees at California state colleges and universities.

I hope that you will consider this valuable information when addressing the needs of a properly funded and fully supported CVSO. With a net county cost of less than \$138,000, your CVSO once again remains one of the few revenue producing offices in the county. In addition, your county veteran population deserves, and has earned the right to continued high quality representation in veterans' affairs.

If I can be of further assistance in maintaining your CVSO's services, please feel free to contact Ted Puntillo, Deputy Director, Veterans Services Division at (916) 653-2573.

Sincerely,

ROCKY J. CHAVEZ
Acting Secretary

Cc: County Veteran Service Office
VSD File

BOS CORRESPONDENCE B

HONORING CALIFORNIA'S VETERANS

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