

# CONTRACT ROUTING SHEET

Date Prepared: 04/30/2010

Need Date: 05/15/2010

**PROCESSING DEPARTMENT:**

Department: Air Quality Management District

Dept. Contact: Marcella McTaggart

Phone #: 5306

Department Head Signature: *Genie Silva*

**CONTRACTOR:**

Name: American River Music Inc.

Address: P.O. Box 830 Lotus, CA 95661

Attn: Matt Semonsen Executive Director

Phone: (530) 622-6044

**CONTRACTING DEPARTMENT:** EMD/AQMD-PLEASE CHARGE TO 422100

Service Requested: Review of Contract for Use of AB 2766 Funds

Contract Term: 6/30/2011 Contract/Amendment Value: \$7,000.00

Compliance with Human Resources requirements? Yes:  No:

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 5/18/10 By: *[Signature]*

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

*Though not legally required consider adding insurance requirement.*

*Approved MS*

*5/21/10  
Per Insurance verbiage added (Article 10) per discussion w/Mike C MM*

MAY 19 9:06 AM '10

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved:  Date: 5/19/10 By: *[Signature]*

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_



**FUNDING AGREEMENT NO. 002-DMV-10/11-BOS**  
**WITH AMERICAN RIVER MUSIC, INC.**

---

**This Agreement No. 002-DMV-10/11-BOS** made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and **AMERICAN RIVER MUSIC, INC.**, (hereinafter referred to as "CONTRACTOR");

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

**WHEREAS**, AB 2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of the AQMD has imposed said fee; and

**WHEREAS**, said legislation requires the AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, CONTRACTOR has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

**WHEREAS**, CONTRACTOR represents that it is willing and able to perform the activities set forth herein.

**NOW, THEREFORE**, AQMD and CONTRACTOR mutually agree as follows:

## **1. PROJECT**

CONTRACTOR shall perform all activities and work necessary to complete the American River Music Shuttle Project (hereinafter referred to as "Project"); set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the Project specified in said Proposal.

In the event of any conflict between or among the terms and conditions of this Agreement, the Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2010-2011.

## **2. PERIOD OF PERFORMANCE/TIMETABLE**

CONTRACTOR shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in the Proposal of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work

planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

### **3. TERM**

The term of this Agreement shall be for the period of July 1, 2010 through June 30, 2011 unless terminated earlier in accordance with Article 7, Termination.

### **4. COMPENSATION**

AQMD will pay the CONTRACTOR the sum of SEVEN THOUSAND DOLLARS AND NO CENTS (\$7,000.00) as follows:

CONTRACTOR shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by CONTRACTOR, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, CONTRACTOR agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to CONTRACTOR. The AQMD is not obligated to pay CONTRACTOR for administrative costs exceeding five percent of the actual total cost of the Project.

The total obligation of the AQMD under this Agreement shall not exceed SEVEN THOUSAND DOLLARS AND NO CENTS (\$7,000.00).

**A. PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to CONTRACTOR by the AQMD upon submission and evaluation of the CONTRACTOR'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within forty five (45) calendar days of verification.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any claim for payment, CONTRACTOR shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the CONTRACTOR for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 above.

**B. Surplus Funds:** Any compensation under this agreement, which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to the AQMD. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

**C. Closeout Period:** All final claims shall be submitted by CONTRACTOR within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by AQMD on claims submitted beyond the 60-day closeout period.

## **5. NON-ALLOCATION OF FUNDS**

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days prior written notice.

## **6. INDEPENDENT CONTRACTOR LIABILITY**

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of CONTRACTOR'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of the Project.

## 7. TERMINATION

A. **Breach of Agreement:** AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the AQMD there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the AQMD; or
4. Improperly performed services.

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the AQMD with respect to the breach or default. The AQMD shall have the right to demand of the CONTRACTOR the repayment to the AQMD of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. **Without Cause:** Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 4, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the AQMD.

## **8. CHANGES TO AGREEMENT**

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **9. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR'S activities and work necessary to complete the Project unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify CONTRACTOR against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by CONTRACTOR, whether for damage to or loss of property, or injury to or death of CONTRACTOR'S officer's, agents, or employees which shall in any way arise out of or be connected with AQMD's performance of its obligations hereunder, unless such damage, loss, injury, or death shall be caused by the sole or active by negligence of the CONTRACTOR.



**10. INSURANCE**

CONTRACTOR shall provide proof of a policy of insurance satisfactory to AQMD and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- B. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.
- C. CONTRACTOR shall furnish a certificate of insurance satisfactory to the AQMD as evidence that the insurance required above is being maintained.
- D. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

**11. AUDITS AND INSPECTIONS**

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD

makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

CONTRACTOR shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

## **12. NOTICES TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be in duplicate and addressed as follows:

### **CONTRACTOR**

American River Music, Inc.  
P.O. Box 830  
Lotus, CA 95651  
Attn: Matt Semonsen  
Executive Director

### **AQMD**

El Dorado County  
Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Marcella McTaggart,  
Air Pollution Control Officer

## **13. TIME IS OF THE ESSENCE**

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction

of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

#### **14. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

#### **15. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

#### **16. VENUE**

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **17. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**18. AGREEMENT ADMINISTRATOR**

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Matt Semonsen, Executive Director, or his successor.

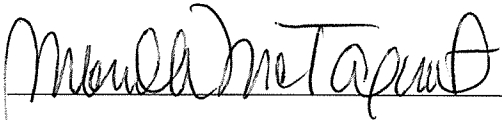
**19. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**20. PARTIAL INVALIDITY**

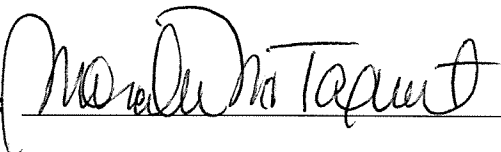
If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**AGREEMENT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 05-26-2010

**Marcella McTaggart  
Air Pollution Control Officer  
El Dorado County Air Quality Management District**

**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Dated: 05-26-2010

**Marcella McTaggart  
Air Pollution Control Officer  
El Dorado County Air Quality Management District**

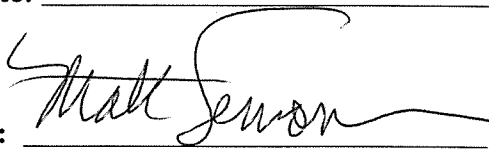
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein below written.

**CONTRACTOR**

**AQMD  
EL DORADO COUNTY  
AIR QUALITY MANAGEMENT DISTRICT**

Date: 5-26-10

Date: \_\_\_\_\_

By: 

By: \_\_\_\_\_

**Matt Semonsen  
Executive Director**

**Chair  
Norma Santiago**

**Attest:  
Suzanne Allen de Sanchez,  
Clerk of the Board**

Date: \_\_\_\_\_

By: \_\_\_\_\_



## VANPOOLS AND SHUTTLES

Subcategory: (4c) Transit Operations (new service, shuttles, fuel subsidies)

**Air District Name:** El Dorado County APCD

**Local Government Name:** Not Applicable

**Project Name:** American River Music Shuttle

Description:  
(Issues/Comments)

Implementing  
Agency:

Private Agency: No

### FUNDING:

<b>MVFees Funding:</b>	\$7,000	<b>MSRC Funding:</b>	\$0
<b>Moyer Funding:</b>	\$0	<b>CMAQ Funding:</b>	\$0
<b>Other CoFunding:</b>	\$1,000		

**Capital Recovery Factor:** 1.03      **Annual Auto Trips Reduced:** 1,660

**Project Analysis Period:** 1 years      **Annual Auto VMT Reduced:** 81,340

**Annual Operating Days (D):** 2 days

**Daily Ridership (R):** 4,000 trips (riders)/day

**Annual Van VMT:** 450 annual miles traveled

**Adjustment (A):** 0.83 *This factor equals the portion of riders who are NOT vanpool-dependent.*

**Replaced Auto Trip Length (L):** 16.00 miles in one direction of trip

**Adjustment (AA):** 0.75 *This factor equals the portion of riders who drive to the vanpool service.*

**Auto Access Trip Length (LL):** 5.00 miles in one direction of trip

<i>EMISSION FACTORS:</i>	Auto Trip End Factors	Auto VMT Factors	VanVMT Factors
ROG :	0.756 <i>grams per trip</i>	0.273 <i>grams per mile</i>	0.38 <i>grams per mile</i>
NOx :	0.444 <i>grams per trip</i>	0.320 <i>grams per mile</i>	1.29 <i>grams per mile</i>
PM10 :	0.009 <i>grams per trip</i>	0.221 <i>grams per mile</i>	0.33 <i>grams per mile</i>

<i>EMISSION REDUCTIONS:</i>	Pounds per Year	Tons per Year
ROG:	51	0.03
NOx:	58	0.03
PM10:	39	0.02
<b>Total:</b>	<b>148</b>	<b>0.07</b>

### COST-EFFECTIVENESS OF:

<b>Motor Vehicle Fees and/or Moyer Funds:</b>	\$48.63 per pound	\$97,251 per ton
<b>CMAQ Funds:</b>	\$0.00 per pound	\$0 per ton
<b>All Funding Sources:</b>	\$55.57 per pound	\$111,143 per ton

**EXHIBIT SUMMARY SHEET**

**Applicant: American River Music, Inc.**  
**Contact Person: Matt Semonsen**  
**Address: PO Box 830 Lotus, CA 95651**  
**Telephone #: 530 622-6044 FAX # 530 622-6044**

**RECEIVED**  
 MAR 13 2003  
**AQMD**

<b>Project Budget</b>	<b>AB 2766 Funds</b>	<b>\$ Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$ 7,000	\$ 1,000	\$	\$ 8,000
<b>TOTAL</b>	<b>\$ 7,000</b>	<b>\$ 1,000</b>	<b>\$</b>	<b>\$ 8,000</b>

<b>Alternative Project Budget</b>	<b>AB 2766 Funds</b>	<b>\$ Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$ 6,000	\$ 2,000	\$	\$ 8,000
<b>TOTAL</b>	<b>\$ 6,000</b>	<b>\$ 2,000</b>	<b>\$</b>	<b>\$ 8,000</b>

<b>Estimate Emission Reductions/Cost-Effectiveness</b>	<b>As Proposed</b>	<b>Alternate Funding Level</b>
<b>Useful Life of Project (years)</b>	<b>1</b>	<b>1</b>
<b>Total Lifetime Emissions Reduced in lbs/yr</b>	<b>149.18</b>	<b>149.18</b>
<b>Total Lifetime Emissions Reduced in kgs/day</b>	<b>.18581</b>	<b>.18581</b>
<b>Annualized Cost-Effectiveness (total project costs Divided by emissions =\$/lb)</b>	<b>\$55.24</b>	<b>\$55.24</b>
<b>Annualized Cost Effectiveness (total project cost Divided by emissions =\$/kg)</b>	<b>\$44,346.</b>	<b>\$44,346.</b>
<b>Annualized Cost-Effectiveness (AQMD funded Project costs divided by emissions = \$/lb)</b>	<b>\$48.33</b>	<b>\$41.43</b>
<b>Annualized Cost Effectiveness (AQMD funded Project costs divided by emissions = \$/kg)</b>	<b>\$38,803.</b>	<b>\$33,260.</b>

**Brief Project Description:** The project will shuttle American River Music Festival patrons, volunteers, vendors, musicians and staff who are staying at the festival's three sponsoring campgrounds to Henningsen-Lotus County Park, the main stage location, and back to the campgrounds during the two-day main stage festival hours of operation.

## REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: American River Music, Inc.

**Please complete and attach this checklist with your application.**

- Exhibit Summary Sheet (Cover) – page 1
- Request for Proposal Contents Checklist (Second Page) – page 2
- Authorization Letter/Resolution page 3
- Project Description – page 4
- Project Organization/Background – page 5
- Emission Benefits/Cost Effectiveness – page 6  
(Must utilize December 2008 Emission Factors)
- Work Statement – page 7
- Funding Request/Cost Breakdown – page 8
- Matching Funds – page 9
- Schedule of Deliveries/Self-Monitoring Program – page 10
- Local TPA review (When Applicable)-page \_\_\_\_\_
- 2 Copies of Proposal
- Letters of support



3.10.2010

To Whom It May Concern,

Please use this letter as authorization for American River Music, Inc. to submit a proposal to the El Dorado County Air Quality Management District for FY 2010-2011 AB2766 DMV Motor Vehicle Emission Reduction Project Grant Funds.

Sincerely,

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

Matt Semonsen  
Executive Director, American River Music, Inc.  
P.O. Box 830  
Lotus, CA 95651  
530 622-6044  
matt@americanrivermusic.org

## Project Description

On September 18-19, 2010 American River Music, Inc. (ARM) is hosting the American River Music Festival at the Henningsen-Lotus County Park and three sponsoring campgrounds in Lotus and Coloma. ARM anticipates up to 1500 campers including ticket buyers, volunteers, musicians, vendors and staff staying at Camp Lotus, American River Resort, and Earthtrek. ARM plans and prepares for up to 750 cars arriving to the campgrounds on Friday the 17<sup>th</sup> and departing on Sunday the 19<sup>th</sup>.

The project is for ARM to provide bus shuttles from the campgrounds (Camp Lotus, American River Resort, and Earthtrek) to the main stage (Henningsen-Lotus Park) and back during the festival's main stage hours of operation. The main stage hours of operation are Saturday and Sunday, September 18-19 from 9:30 A.M.-7:00 P.M. ARM's objective is to allow campers to leave their cars parked at their campground for the duration of the festival instead of having them drive from their campground to the park and back for the two days of main stage events. The driving distance between Camp Lotus and Henningsen-Lotus Park is 1.5 miles. The driving distance between American River Resort and Henningsen-Lotus Park is 2 miles, and the driving distance between Earthtrek and Henningsen-Lotus Park is 1 mile.

### **The Project Emissions Benefits/Cost Effectiveness calculations are described as:**

-Effectiveness Period=1 year

-Days (D) = 2

-Daily ridership (R), R=4000 and is based upon 1000 campers riding once to the main stage and once back to their campground, and 500 campers riding twice to the main stage and twice back to their campground (based upon past year's rider tendencies).

-Annual Van/Shuttle VMT (Van VMT) =450 and is based on the distance of each shuttle loop and the number of projected loops done from each campground.

-For calculating Annual Emission Reductions the factors for ROG, NOx and PM10 **Table 3A Average Auto Emission, December 2008, Analysis Period=1 Year, 2010** are used.

-All other numbers are default numbers.

Due to the limited access to Henningsen-Lotus Park and the area's road situation ARM anticipates high auto idling times, very slow auto driving speeds and traffic congestion without the use of the shuttles.

The scope of work of the project is for both Saturday and Sunday ARM to contract with Coloma-Lotus based South Fork professional rafting outfitters for up to ten 47-passenger buses and/or three 15-passenger vans from 9:30 A.M. to 7:00 P.M. to shuttle campers from their campgrounds to the main stage and back. All campgrounds and the main stage have posted shuttle schedules.

The budget is based upon contracting with Coloma-Lotus based Whitewater Outfitter's providing the buses and vans. This project has dramatically lower costs versus charter bus companies (bids > \$22,000 were received) due to all buses located within 1 mile of the shuttle locations and lower average daily rental estimates. The Outfitters have kept their quotes low to support the continued successful operation of the non-profit festival project.

## Project Organization/Background

American River Music, Inc. (ARM), based in Lotus, was formed in 2007 as a non-profit California Corporation with a mission "to teach, inspire and enjoy music". ARM receives its federal tax-exempt status through the North American Folk Alliance Group Exemption Program. ARM anticipates its future projects to include El Dorado County based music programs brought to school assemblies, free music learning workshops, music scholarships and used instrument collection and distribution.

The American River Music Festival has been and remains the primary project for ARM. The 2010 festival will be held on September 17-19 at the Henningsen-Lotus County Park and three sponsoring campgrounds. The campgrounds are Camp Lotus, American River Resort and Earthtrek. There will be 32 performances and workshops by nationally renowned artists such as Jesse Winchester (Lifetime achievement award recipient from the American Society of Composers, Authors and Publishers) and Karla Bonoff (over 1,000,000 records sold of her songs). The performances and workshops take place on our main stage, in the three sponsoring campgrounds, on a whitewater river trip, our guided riverfront hike, and 5 local businesses.

The festival's shuttle coordinator is an ARM board member with a great deal of shuttle/bus experience. ARM successfully completed the shuttle project at the 2007, 2008 and 2009 festivals.

For 2010 ARM secured a continuing loan to fund festival operations, and has a committed and experienced board of directors to organize and operate the festival. Last year's festival was supported with over 125 local volunteers and 20 sponsoring organizations including El Dorado County Environmental Management, El Dorado County Chamber, El Dorado County Tourism, El Dorado County Parks, El Dorado Arts Council, El Dorado Savings Bank and many more.

With her permission, a quote from a 2008 festival patron who is returning for her fourth year: "This is the most organized, well-run festival we have been to and we go to many." Eileen Kleinschmidt

ARM needs AB2766 funds as the estimates for contracting for buses is one of the highest line item expenses of the festival's budget. Estimates from local rafting companies are based on anticipated fuel costs, insurance, driver expenses, and the outfitter's commitment to the festival's continuing success. ARM anticipates an \$8000 total shuttle expense.



**American River Music Festival Shuttle Project Emissions Benefits/Cost Effectiveness**

Effectiveness period	= 1 year
Days (D)	= 2
Ridership (R)	= 4000
Annual Van/Shuttle VMT (Van VMT)	= 450
Adjustment (A) on auto trips	= .83
Auto Trip Length (L)	= 16
Adjustment (AA) for auto Access to and from shuttle	= .75
Trip Length (LL) for auto Access to and from shuttle	= 5

**Annual Auto Trip Reduced** =  $[(D) * (R) * (A)] * [1 - (AA)]$   
 $[2 \times 4000 \times .83] \times [1 - .75] = 1,660 \text{ trips/year}$

**Annual Auto VMT Reduced**  $[(D) * (R) * (A)] * [(L) - \{(AA) * (LL)\}]$   
 $[2 \times 4000 \times .83] \times [16 - (.75 \times 5)] = 81,340 \text{ miles/year}$

**Annual Emission Reductions for Project Budget**

ROG =  $[(1660 \times 1.016^*) + (81340 \times .273^*) - (450 \times .38)] / 454 = 52.25 \text{ lbs/yea } r = .0651 \text{ kg/day}$   
 NOx =  $[(1660 \times .461^*) + (81340 \times .321^*) - (450 \times 1.29)] / 454 = 57.92 \text{ lbs/year} = .07213 \text{ kg/day}$   
 PM10 =  $[(1660 \times .016^*) + (81340 \times .220^*) - (450 \times .33)] / 454 = 39.01 \text{ lbs/year} = .04858 \text{ kg/day}$

\*Table 3A Average Auto Emission Factors, December 2008,  
 Analysis Period=1 Year, 2010

**Annual Emission Reductions for Alternate Project Budget**

ROG =  $[(1660 \times 1.016^*) + (81340 \times .273^*) - (450 \times .38)] / 454 = 52.25 \text{ lbs/yea } r = .0651 \text{ kg/day}$   
 NOx =  $[(1660 \times .461^*) + (81340 \times .321^*) - (450 \times 1.29)] / 454 = 57.92 \text{ lbs/year} = .07213 \text{ kg/day}$   
 PM10 =  $[(1660 \times .016^*) + (81340 \times .220^*) - (450 \times .33)] / 454 = 39.01 \text{ lbs/year} = .04858 \text{ kg/day}$

\*Table 3A Average Auto Emission Factors, December 2008,  
 Analysis Period=1 Year, 2010

Capital Recovery Factor (CRF) = 1.03

**Cost Effectiveness of Funding Dollars** =  $(CRF \times \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$

Project Budget	$1.03 \times \$7,000 / (52.25+57.92+39.01) = \$48.33/\text{lb}$
	$1.03 \times \$7000 / (.0651+.07213+.04858) = \$38,803./\text{kg}$
Alternate Project Budget	$1.03 \times \$6,000 / (52.09+57.39+39.01) = \$41.43/\text{lb}$
	$1.03 \times \$6,000 / (.065+.0715+.0486) = \$33,260./\text{kg}$



## Work Statement

2010

January-September

The festival web site, [www.americanrivermusic.org](http://www.americanrivermusic.org), offers information on festival camping and shuttle service. 2009 had over 23,000 unique visitors.

March-September

Tickets go on sale, marketing and operational preparation of the festival

September

Finalize total camping patrons, volunteers, musicians, guests and staff

Finalize # of buses needed to shuttle effectively

Organize bus shuttle loops

Print shuttle times

Create color-codes for buses and campgrounds for patrons

Staff campground hosts to assist campers with shuttles

Staff main event hosts to assist campers with shuttles

September 10 (estimate)

The festival program, acknowledging El Dorado County's support of the shuttle project through funding with AB2766 DMV Surcharge Funds, goes out in the Mountain Democrat

September 17

Post shuttle schedules at all campgrounds and Henningsen-Lotus Park.

September 18-19

Provide shuttle service from 9:30 A.M.-7:00 P.M.

September 18-19 make public education announcement at the main stage regarding acknowledgment the shuttle project was funded in part by the District utilizing AB2766 DMV Surcharge Funds.

## **American River Music, Inc. (ARM) Funding Request/Breakdown of Cost**

ARM respectfully requests \$7,000 or \$6,000 of AB2766 DMV Surcharge Funds. The fund requests are for a project and alternate project budget based upon the amount of matching funds paid by American River Music, Inc.

The festival takes place on September 17-19, 2010 in Coloma, and anticipates up to 1500 ticket buyers, volunteers, musicians, vendors and staff camping and lodging in the festival's three sponsoring campgrounds (American River Resort, Camp Lotus and Earthtrek).

ARM will contract for up to 10 buses to shuttle these folks to the main stage area (Henningsen-Lotus Park) and back to the campgrounds between the hours of 9:30 A.M.- 7:00 P.M. on September 18-19 which are the main stage operating hours.

The \$7,000/\$6,000 requests are based upon the project cost of \$8,000 reflecting bus rental rates from four Whitewater Outfitters in the Coloma-Lotus Valley. This cost is significantly below Charter Bus (Liberty Coach, Great American Stage, Sierra Trailways) rates as it reflects the facts that the buses are stationed within 1 mile of Henningsen-Lotus Park, and the local companies have an interest in seeing the non-profit festival project of ARM succeed.

Project Cost:           \$8,000  
Funding Source:       \$7,000 AB2766  
                              \$1,000 ARM matching funds

Alternate Project Cost: \$8,000  
Funding Source:       \$6,000 AB2766  
                              \$2,000 ARM matching funds



3.10.2010

To whom in may concern,

Please use this document as American River Music, Inc.'s **Letter of Commitment.**

American River Music, Inc. (ARM) will provide monetary matching funds of \$1000 for the project proposal, and \$2000 for the alternate project proposal.

ARM has secured the necessary funds for the operation of the festival, which are deposited in an account with El Dorado Savings Bank. ARM will provide bank statements upon request. Additionally, the board of directors of ARM has approved an available loan to meet any unanticipated shortfall.

The festival has many sources of revenue: Unrestricted donations, ticket sales, festival sponsorship and festival beverage, vending, raffles and merchandise sales, all of which are dedicated to meet expenses of the festival with priority given to matching funds of the AB2766 grant.

Also note that ARM met its matching funds requirement for the 2007, 2008, and 2009 shuttle projects.

Respectfully,

Matt Semonsen  
Executive Director and Board President, ARM  
PO Box 830  
Lotus Ca 95651  
530 622-6044

## **Schedule of Deliverable/Monitoring Program**

### **Deliverables:**

September 18-19, 2010 provide up to ten 47-passenger buses and/or additionally three 15-passenger vans for scheduled shuttles from Camp Lotus, Earthtrek and American River Resort to Henningsen-Lotus Park and back between the hours of 9:30 A.M.-7:00 P.M. All campgrounds and the main stage loading areas will have posted schedules.

### **Monitoring:**

ARM will provide a total passenger and per bus passenger usage report to EDCAQMD.

# COUNTY OF EL DORADO

330 Fair Lane  
Placerville, CA 95667  
(530) 621-5390  
(530) 622-3645 Fax

SUZANNE ALLEN DE SANCHEZ  
Clerk of the Board



# BOARD OF SUPERVISORS

JOHN R. KNIGHT  
District I  
RAY NUTTING  
District II  
JAMES R. SWEENEY  
District III  
RON BRIGGS  
District IV  
NORMA SANTIAGO  
District V

March 11, 2010

El Dorado County  
Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Marcella McTaggart, Air Pollution Control Officer

RE: American River Music Festival

Dear Marcella:

I am writing to you to provide my support for the Annual American River Music Festival, scheduled to be held September 17-19, 2010. As you are aware, the Festival is held in my District and is one of the more well-managed and attended events in the Coloma River Valley.

Once again, I am in full support of American River Music's request for AB 2766 DMV Surcharge Funding to assist with the cost of the shuttle program provided for the patrons of the festival.

I believe it is important to also acknowledge the efforts of Matt Semonsen, Executive Director of American River Music as well as the Festival, who has continued to coordinate with all of the involved departments and agencies in a timely, professional manner to ensure compliance with the county requirements that provide for the safety of those participating and attending the American River Music Festival.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Briggs", is written over a circular stamp. The signature is stylized and somewhat cursive.

RON BRIGGS  
El Dorado County Supervisor  
District IV





**MAINTENANCE DIVISION**  
 2441 Headington Road  
 Placerville CA 95667  
 Phone: (530) 642-4909  
 Fax: (530) 642-9238

**JAMES W. WARE, P.E.**  
 Director of Transportation

Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE**  
 2850 Fairlane Court  
 Placerville CA 95667  
 Phone: (530) 621-5900  
 Fax: (530) 626-0387



March 8, 2010

El Dorado County  
 Environmental Management Department  
 Air Quality Management District  
 2850 Fairlane Court  
 Placerville, CA 95667  
 Attn: Marcella McTaggart, Air Pollution Control Officer

**Re: American River Music Festival – Shuttle Program**

Dear Marcella:

I am writing you in support of the grant application submitted by American River Music, Inc., requesting funding support for a shuttle program during the American River Music Festival, which is occurring September 17–19, 2010. This shuttle program helped reduce pollution and traffic congestion in the Coloma/Lotus area at last year's festival, and we anticipate another successful program this year.

Please feel free to contact me at (530) 621-7533 if you have any questions.

Sincerely,

  
 James W. Ware, P.E.  
 Director of Transportation

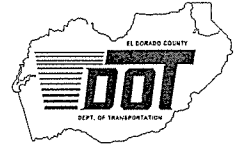
cc: Supervisor Ron Briggs, District IV  
 Tom Celio, Deputy Director, Maintenance & Operations  
 Matt Semonsen, American River Music



**MAINTENANCE DIVISION**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

**JAMES W. WARE, P.E.**  
Director of Transportation  
  
Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



March 8, 2010

El Dorado County  
Environmental Management Department  
Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Marcella McTaggart, Air Pollution Control Officer

**Re: American River Music Festival – Shuttle Program**

Dear Marcella:

I am writing you in support of the grant application submitted by American River Music, Inc., requesting funding support for a shuttle program during the American River Music Festival, which is occurring September 17–19, 2010. This shuttle program helped reduce pollution and traffic congestion in the Coloma/Lotus area at last year's festival, and we anticipate another successful program this year.

Please feel free to contact me at (530) 621-7533 if you have any questions.

Sincerely,

  
James W. Ware, P.E.  
Director of Transportation

cc: Supervisor Ron Briggs, District IV  
Tom Celio, Deputy Director, Maintenance & Operations  
Matt Semonsen, American River Music

**RECEIVED**

APR - 1 2010

**AQMD**

C.10-0565.28

# COUNTY OF EL DORADO

330 Fair Lane  
Placerville, CA 95667  
(530) 621-5390  
(530) 622-3645 Fax

SUZANNE ALLEN DE SANCHEZ  
Clerk of the Board



# BOARD OF SUPERVISORS

JOHN R. KNIGHT  
District I

RAY NUTTING  
District II

JAMES R. SWEENEY  
District III

RON BRIGGS  
District IV

NORMA SANTIAGO  
District V

March 11, 2010

El Dorado County  
Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Marcella McTaggart, Air Pollution Control Officer

RE: American River Music Festival

Dear Marcella:

I am writing to you to provide my support for the Annual American River Music Festival, scheduled to be held September 17-19, 2010. As you are aware, the Festival is held in my District and is one of the more well-managed and attended events in the Coloma River Valley.

Once again, I am in full support of American River Music's request for AB 2766 DMV Surcharge Funding to assist with the cost of the shuttle program provided for the patrons of the festival.

I believe it is important to also acknowledge the efforts of Matt Semonsen, Executive Director of American River Music as well as the Festival, who has continued to coordinate with all of the involved departments and agencies in a timely, professional manner to ensure compliance with the county requirements that provide for the safety of those participating and attending the American River Music Festival.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Briggs", is written over a circular stamp or seal.

RON BRIGGS  
El Dorado County Supervisor  
District IV