



**Funding Agreement 007A-DMV-12/13-BOS  
Between  
El Dorado County Air Quality Management District  
and  
El Dorado County**

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**This Agreement No. 007A-DMV-12/13-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 **El Dorado County**. (hereinafter referred to as "GRANTEE");

**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**, El Dorado County Grand Jury has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

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

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

## **1. SCOPE OF WORK**

GRANTEE shall perform all activities and work necessary to procure, install and maintain the Audio Video Conference Equipment Implementation Project (hereinafter referred to as "Project") for the exclusive use by the El Dorado County Grand Jury and as set forth and further described in Exhibit A, Scope of Work attached hereto and incorporated herein by this reference. GRANTEE 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.

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. The text of this Agreement, including Exhibit A Scope of Work;
2. The "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD on 2/3/12, Exhibit B; and
3. Project Summary and accompanying documents, Exhibit C.
4. Budget Itemization, Exhibit D

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

GRANTEE shall commence performance of work and produce all work products in accordance with the Scope of Work and Exhibit C, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. GRANTEE shall submit a written performance report, detailing the work performed under this Agreement, prior to February 28, 2014.

## **3. TERM**

The term of this Agreement shall be effective upon final execution by all parties and shall expire on February 28, 2014 unless terminated earlier in accordance with Article 7, Termination. This Agreement may be extended upon the same terms and conditions if mutually agreed upon in writing prior to the expiration of the Agreement.

## **4. COMPENSATION**

AQMD will pay the GRANTEE up to the sum of **Three Thousand Five Hundred Dollars and 00/100 (\$3,500)** as set forth in Exhibit D Budget and as follows:

GRANTEE shall obtain through other sources sufficient matching additional monies to fund at least 20% of the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such matching funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event matching funding from other sources for the total cost of the Project is not received by GRANTEE, AQMD reserves the right to terminate or renegotiate this Agreement. GRANTEE shall expend matching funds on eligible expenditures and account for matching funds expenditures throughout the project.

The AQMD is not obligated to pay GRANTEE for administrative costs exceeding five percent (5%) of the actual total cost of the Project. Under this agreement administrative costs SHALL NOT EXCEED One Hundred Seventy Five Dollars and 00/100 (\$175.00).

The total obligation of the AQMD under this Agreement SHALL NOT EXCEED **Three Thousand Five Hundred Dollars and 00/100 (\$3,500)**.

- 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 GRANTEE quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Dave Johnston or his successor. Payment shall be made to GRANTEE by the AQMD upon submission, evaluation, and verification of the GRANTEE'S invoice. Said invoice shall set forth the work completed pursuant to this Agreement. Each invoice shall identify, account for, and document funds allocated/expended to the 20% match provided by the GRANTEE and the administrative costs.

Upon receipt of proper documentation, and verification that GRANTEE has satisfactorily completed the work for which compensation is sought, AQMD will issue payment to GRANTEE within forty five (45) calendar days of verification.

The amount to be paid to GRANTEE 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 GRANTEE.

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

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

In no event shall compensation paid by the AQMD to the GRANTEE for the performance of all services and activities under this Agreement exceed the amount set forth in Article 4, Compensation.

- B. Administrative Costs:** Costs that are associated with the management, clerical, and general functions within an organization, which cannot be directly applied to an expense category related to operations, are considered administrative. They include, but are not limited to, costs associated with report preparation, accounting, payroll, and leasing or renting space for the operation of the organization; provided, however, that Ineligible Costs, as set forth in Exhibit B, shall not be included.
- C. Surplus Funds:** Any compensation under this agreement, which is not expended by GRANTEE 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 GRANTEE in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established in the Scope of Work and Exhibit C.
- D. Closeout Period:** All final claims shall be submitted by GRANTEE 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 and receipt of collected funds from the California Department of Motor Vehicles. Should sufficient funds not be allocated or received, the services provided may be modified or this Agreement terminated at any time by giving the GRANTEE thirty (30) days prior written notice.

## **6. LIABILITY**

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

## **7. DEFAULT, TERMINATION and CANCELLATION**

**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.

**B. Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has

expired. In the event of termination for default, the AQMD reserves the right to take over and complete the work by contract or by any other means.

**C. Bankruptcy:** This Agreement, at the option of the AQMD, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of GRANTEE.

**D. Ceasing Performance:** The AQMD may terminate this Agreement in the event GRANTEE ceases to operate, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

**E. Termination or Cancellation without Cause:** The AQMD may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by the AQMD without cause. If such prior termination is effected, the AQMD will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to GRANTEE, and for such other services, which the AQMD may agree to in writing as necessary for contract resolution. In no event, however, shall the AQMD be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, GRANTEE shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. Upon such termination, the entire work product produced by GRANTEE 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. INDEMNITY**

GRANTEE 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 attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, the 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 GRANTEE's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the

AQMD, the GRANTEE, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the AQMD, its officers and employees, or as expressly prescribed by statute. This duty of GRANTEE to indemnify and save the AQMD harmless includes the duties to defend set forth in California Civil Code Section 2778.

**10. AUDITS AND INSPECTIONS**

GRANTEE shall at any time during regular business hours, during hours of project operations, and as often as AQMD may deem necessary, make available to AQMD or its authorized representatives for examination all of GRANTEE'S records and data with respect to the matters covered by this Agreement and allow AQMD staff or its authorized representatives to perform performance audit inspections. GRANTEE shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure GRANTEE'S compliance with the terms of this Agreement. GRANTEE shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by GRANTEE 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 GRANTEE pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, GRANTEE agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

GRANTEE 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.

**11. 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 to AQMD shall be in duplicate and addressed as follows:

**GRANTEE**

El Dorado County  
330 Fair Lane  
Placerville, CA 95667  
Attn: Laura Schwartz  
Chief Budget Officer

**AQMD**

El Dorado County  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667  
Attn: Dave Johnston  
Air Pollution Control Officer

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

It is understood that for GRANTEE'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that GRANTEE will, to the reasonable satisfaction of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

## **13. COMPLIANCE WITH APPLICABLE LAWS**

GRANTEE 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 GRANTEE 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.

## **14. 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.

## **15. 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. GRANTEE waives any removal rights it might have under Code of Civil Procedure section 394.

## **16. 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.

## **17. AGREEMENT ADMINISTRATOR**

The AQMD Officer or employee with responsibility for administration of this Agreement is Dave Johnston, Air Pollution Control Officer or his successor. The GRANTEE Officer or employee with responsibility for administration of this Agreement is Laura Schwartz, Chief Budget Officer or her successor.



**18. 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.

**19. 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.

**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Date: 10/19/12

**Dave Johnston**  
**Air Pollution Control Officer**

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

**GRANTEE  
EL DORADO COUNTY**

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

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

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

**By:** \_\_\_\_\_  
**John Knight  
Chair, Board of Supervisors**

**By:** \_\_\_\_\_  
**John Knight  
Chair, Board of Directors**

**Attest:  
Clerk of the Board**

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

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

## SCOPE OF WORK

### System Installation

Task	Completion Date
1) Solicit quotes for and purchase system components and meeting service subscription	3/30/13
2) Install system (Information Technologies Department)	6/03/13
3) Utilize system to communicate with Grand Jury members and witnesses in South Lake Tahoe and other areas.	Ongoing

### Reporting

- 1) Grantee shall submit a written performance report, detailing the work performed under this Agreement, prior to February 28, 2014.
- 2) Report shall include:
  - a. Agreement number, Grantee name and reporting period.
  - b. Description of work completed arranged according to tasks in scope of work.
  - c. A minimum of two digital photographs on disk. One photo of the facility pre-installation and one of facility post installation.
  - d. Payment request, itemization of expenditures and supporting documentation. Payment request must document matching expenditure for project costs (value of in kind labor and support services provided by Information Technologies staff).

**Request For Proposal**  
**El Dorado County Air Quality Management District**  
**Motor Vehicle Emission Reduction Projects February 2012**

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**Background**

In 1990, Assembly Bill 2766 (AB 2766) was adopted into the California Health and Safety Code. AB 2766 authorized the Department of Motor Vehicles (DMV) to collect a motor vehicle registration clean air surcharge of \$4 per vehicle. Revenues generated from the DMV clean air surcharge are provided to the Air Quality Management District (AQMD) to be used for internal operations and grant programs that reduce air pollution from motor vehicles in order to implement the California Clean Air Act. Internal operations include planning, monitoring, enforcement, and technical studies. Grant programs include shuttles, park and ride facilities, bike trails, biomass transport reduction and others. This is a competitive grant program.

**Purpose**

The grant program purpose is to reduce motor vehicle emissions. AQMD's goal in this RFP process is to identify projects that provide significant motor vehicle emission reductions at the lowest cost per ton of emissions reduced. Information on projects and their cost-effectiveness is then presented to the El Dorado County Air Quality Management District Board of Directors for award consideration. Grants funds are intended to subsidize emission reduction projects, not supplant existing normal operating expenses.

**Grant Funding**

Approximately \$525,000 is available for the grant term, contingent upon Board of Directors approval. There is currently no limit on individual award amounts. The Board of Directors reserves the right to fund an amount less than the amount requested.

**Matching Funds**

All applicants must contribute minimum matching funds equal to or greater than 20% of the grant amount requested. The Match Share requirement must be fulfilled after receiving the Notice to Proceed and throughout the grant term. The Match Share may be either monetary or in-kind (non-dollar) contributions. Volunteer services are acceptable in-kind contributions and will be valued as the number of volunteer hours at the current State of California minimum hourly wage rate. Other non-dollar contributions will be considered.

When estimating costs, the applicant must indicate the total cost for the project, and then subtract the amount eligible for grant funding (at least 80%). The amount left over is the required minimum 20% Match Share. The Match Share must be actual cost to the grant applicant of matching services.

**Applicant Eligibility**

El Dorado County jurisdictions including: cities, special districts, other political subdivisions and jurisdictions joined together by JPAs or MOUs, private companies, private individuals and non-profit organizations are eligible to apply for these grants. Applicants may join together and submit applications for regional projects.

**Eligible Projects** (Other projects that reduce motor vehicle emissions are also encouraged)

**Vehicle Retrofit and Replacement**

Projects to reduce mobile source tail pipe emissions by retrofit or replacement vehicles and engines with eligible, new (2012 model or later) vehicles and engines and natural gas and electric vehicle infrastructure. All replaced vehicles and engines must be scrapped. Examples of these projects include:

1. Replacement of old light-duty motor vehicles (8500 lbs. or less) with a new light-duty electric, hybrid, alternative fuel or other low emitting vehicle that meets the zero emission vehicle (ZEV), alternative technology partial zero emission vehicle (ATPZEV), or partial zero emission vehicles (PZEV) standard.
2. Replacement of old medium-duty (8501 lbs – 14,000 lbs.) vehicles with new low emitting medium-duty vehicle that meets the ZEV or super low emission vehicles (SULEV) standard.
3. Replacement of an old heavy-duty vehicle (14,001 lbs or greater) with a low emission alternative fuel vehicle (AFV) of the same class.
4. Replacement of an old high emitting engine in a heavy-duty vehicle with a new alternative fueled low emitting engine.
5. Liquefied and compressed natural gas or electric vehicle infrastructure projects

**Vehicle Miles Traveled (VMT) Trip Reduction**

Projects to reduce motor vehicle trips by providing alternative methods of travel. Examples of these projects include:

1. Videoconferencing systems that reduce the vehicle trips of the public to public facilities
2. Construction of public park and ride facilities
3. Subsidies for new commuter vanpools
4. Construction of bike paths that serve schools or employment centers
5. Shuttle services

**Public Education**

The California Clean Air Act requires districts include a public education element in their attainment plans. Public education programs should deliver a focused message encouraging behavioral changes that reduce motor vehicle emissions. Project examples include:

1. Development/distribution of educational materials on how residents can improve air quality.
2. Development and distribution of educational materials to at-risk populations on the health impacts of poor air quality and how to avoid them.
3. Air quality curriculum development and implementation in school districts.

**Fugitive PM10 Emission Reduction**

Projects to reduce vehicle fugitive dust (PM10) emissions. Project examples include:

1. Paving unpaved public access road(s) that have an average of at least 100 one-way vehicle trips per day or serve a minimum of ten occupied residences.
2. Treatment of unpaved public access road(s) with a long-term (lasting at least one year) dust palliative (excluding oil and water). Eligible roads must have an average of at least 100 one-way vehicle trips per day or serve a minimum of ten occupied residences.
3. Signage to reduce speed on unpaved public access roads
4. Incremental cost of PM10 efficient street sweepers used on paved public roads

**Eligible Costs**

Eligible costs are direct costs associated with implementing the project, which are incurred after receiving the Notice to Proceed and by the end of the grant term. AQMD reserves the right to make final determinations regarding cost eligibility for each project.

**Ineligible Costs**

Any costs not directly related to the project are ineligible for grant or matching funds. Ineligible costs using grant or matching funds including, but are not limited to:

- Costs not specifically identified in the Proposal, unless approved in writing by the Air Pollution Control Officer (APCO) prior to costs being incurred;
- Costs currently covered by another government grant, contract or loan;
- Expenses incurred for meetings, workshops, training not associated with the project;
- Personnel travel or per diem costs, unless approved in writing by the APCO prior to the costs being incurred;
- Food or beverages;
- Overhead expenses such as costs for utilities, office supplies, and other miscellaneous costs incurred during the project;
- Overtime costs (except for local government staffing during evening or weekend events when law or labor contract requires overtime compensation), unless approved in writing by the APCO prior to the costs being incurred.
- Any personnel costs not directly related to salaries and/or benefits;
- Any personnel costs incurred as a result of any employee assigned to the project funded by the grant while not actually working on the project (i.e., working on other tasks, use of accrued sick leave, vacation, etc.)
- Any costs not consistent with local, state, and federal guidelines and regulations;
- Interest charges or payments on bonds or indebtedness required to finance project costs;
- Fines or penalties due to violation of federal, state or local laws, ordinances or regulations;
- Cameras, cell phones, electronic personal data devices and/or pagers;
- Costs connected with contractor claims against the grantee; and
- Any costs not deemed appropriate by the APCO.

**Audit Requirements**

All grantees are required to comply with the following:

1. **Audit/Records Access.** Grantees agree that AQMD, El Dorado County Auditor, California Air Resources Board, Bureau of State Audits, or their designated representative(s) shall have the right to review and copy any records and supporting documentation pertaining to contract performance. Grantees agree to maintain such records for a minimum of three years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute or audit, whichever is later. Grantees agree to allow designated representative(s) access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records. Further, grantees agree to include a similar right to audit records and interview staff in any contract or subcontract related to contract performance.

2. **Personal Jurisdiction Waiver:** If as a result of an audit finding, AQMD seeks reimbursement of costs paid to a grantee, the grantee hereby waives any jurisdictional defenses as a defense to any action in any court of the State of California for recovery of such funds.

#### **Payment of Grant Funds**

Grant funds are paid on a quarterly reimbursement basis for the actual eligible costs directly related to the implementation of the project as approved in the Contract. All payment requests must include an itemization with documentation of claimed expenses (e.g., itemized receipts, proof of payment invoices, billable personnel hours, etc.).

Twenty percent (20%) of documented expenses on each payment request will be applied to the match requirement. The AQMD shall reimburse Contractor only for up to 80% of Contractor's actual time and expenses incurred in the performance of this contract. The AQMD shall not under any circumstances reimburse Contractor for commitments made by Contractor for services not performed or materials not received.

#### **Reporting Requirements**

The 2766 grant is performance based. Quarterly performance reports are required to ensure projects are on schedule and within parameters approved by AQMD. A final report summarizing all grant activities is due February 28, 2014.

#### **Grant Term**

The grant term is from the Notice to Proceed date through December 31, 2013. All costs must be incurred during this term. The final payment request is due February 28, 2014. Failure to submit final payment request and final report with appropriate documentation by the due date will result in Payment Request rejection and forfeiture of claims for costs incurred.

#### **GRANT PROGRAM MILESTONES**

<b>Activity</b>	<b>Date</b>
Request for Proposal issued	February 3, 2012
Proposal Deadline (no extensions allowed)	March 23, 2012
Review and Ranking of Applications	March 26 – April 26, 2012*
Board Receives Proposals, Rankings and Awards Grants	May 22, 2012*
Contract Preparation	May 22 – June 7, 2012*
AQMD Board Hearing to approve contract	June 26, 2012*
Grant Performance Period	Notice to Proceed – December 31, 2013
Final Report Due	February 28, 2014

\* Tentative

**Proposals**

Proposal submittal constitutes an agreement to all conditions set forth in the RFP. Proposals must include all required information, letters of support, and technical appendices as follows:

Project Summary (Attachment 1) - Provide basic information indicated, including a brief project overview.

Contents Checklist (Attachment 2) - Use the checklist sheet to ensure that all required proposal contents are included.

Authorization Letter/Resolution – For public agencies, provide governing body letter /resolution authorizing proposal submittal. Authorization must identify grant administrator. For joint proposals, the authorization must be signed by an authorized representative from each entity.

Project Description - Identify objectives and describe project scope of work.

Project Organization/Background - A description of your ability to implement project. Describe previous, similar, successful projects. If using sub-contractors, identify and state their qualifications. If sub-contractors have not been identified, state qualifications to be met.

Emission Benefits/Cost Effectiveness - Estimate total lifetime NO<sub>x</sub>, ROG, and PM-10 emission reductions. You must use any historical data on rider ship, vehicle miles traveled, participation or other metric in the calculations. Calculations, assumptions and data necessary for estimates must be included in proposal and will be verified by AQMD staff. Automated Methods to Calculate Cost-Effectiveness and other cost-effectiveness analysis information is at: <http://www.arb.ca.gov/planning/tsaq/eval/eval.htm> Use March 2010 emission factors.

Work Statement - Describe work phases, tasks and deliverables in sequence. Include all relevant information regarding materials, equipment and personnel involved with the project.

Acknowledgement - All recipients must provide public acknowledgment that project was funded by AQMD with AB2766 Funds. Acknowledgements include placards on equipment, acknowledgment in a public education address or pamphlets, etc. Describe acknowledgement.

Funding Request/Breakdown of Cost - Include amount of money requested from AB2766 DMV Surcharge fund and total project cost. Estimate cost for each task. Identify source of funding for each task. Itemized any equipment to be purchased and the proportion of the cost of each piece of equipment to be paid with AB2766 DMV Surcharge funds. Grant funds may only be used to fund the portion of equipment's cost related to the provision of air quality benefit.

Matching Funds – State if matching funds are monetary or in-kind (non-dollar). AQMD staff will evaluate matching funds. Ineligible funds will not be used in cost-effectiveness determination. Provide proof (letter of commitment) that matching funds are available. Matching funds must be available when the grantee enters into contract with AQMD and must be used to fund project. If matching funds become unavailable, projects will be cancelled.

Monitoring Program - A monitoring program is required for all projects. Describe how project objectives will be measured and reported to the AQMD on a quarterly basis.



**Evaluation**

Proposals will be evaluated as described in Attachment 3.

**Limitations:**

This RFP does not commit AQMD to award contracts, pay any proposal presentation costs, or procure or contract for services or supplies. Respondents are entirely responsible for proposal development costs. All proposals become AQMD property and will not be returned.

**Contacts:**

Technical  
Dave Johnston, Air Pollution Control Officer  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667  
(530) 621-5896

Administrative  
Kerri Williams  
Env. Management Department  
2850 Fairlane Court  
Placerville, CA 95667  
(530) 621-5309

Two copies of all responses to this RFP must be received in the Environmental Management office at 2850 Fairlane Court, Placerville, CA 95667. Responses must be marked **Attn. Kerri Williams, Time Critical, Please hand deliver**. Respondents are advised that:

- Responses will be accepted on a continuous basis after RFP is released up until the deadline.
- Incomplete responses will not be accepted.
- All components of the proposal are mandatory.
- Failure to include all requested information may result in rejection.
- Minor or inconsequential deviations may be waived by the Air Pollution Control Officer.
- AQMD reserves the right to reject any and all of the responses to the RFP.

**Proposal Withdrawal and Modifications**

Applicants may withdraw their proposal by submitting a written request to the Air Pollution Control Officer (APCO), signed by the applicant or authorized agent at any time prior to the proposal submission deadline. The respondent may thereafter submit a new proposal prior to the deadline. Proposal modifications, oral or written, will not be considered after the deadline.

**Notification:**

The AQMD will notify applicants in writing within one week of AQMD Board of Directors decision.

**Contract:**

Attachment 4 is AQMD's standard contract language and insurance requirements for service agreements for review.



STATE OF CALIFORNIA

**GRAND JURY**  
**El Dorado County**

P.O. Box 472  
Placerville, California 95667  
(530) 621-7477  
[gjone@edcgov.us](mailto:gjone@edcgov.us)

March 23, 2012

Mr. Dave Johnston  
Air Pollution Control Officer  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667

Dear Mr. Johnston:

On behalf of the 2011-12 Grand Jury, it is my pleasure to submit our proposal for AB 2766 Motor Vehicle Emission Reduction Project funding. Specifically, the Grand Jury is requesting \$26,093 for a Polycom HDX 8000-720 video conference system.

The Grand Jury was pleased to see that the Air Quality Management District Board of Directors amended the Request for Proposal to include video conferencing projects that reduce vehicle trips to public facilities. We are confident that our proposal will achieve significant ongoing VMT reductions.

We appreciate the opportunity to apply for AB 2766 funding. Please contact me should you have any questions as you review our proposal.

Sincerely,

  
Ryan Donner, Member  
2011-12 Grand Jury

Project Summary

**Applicant:** El Dorado County Grand Jury

**Contact Person:** Ryan Donner, Grand Jury Member

**Address:** P.O. Box 472  
360 Fair Lane  
Placerville, CA 95667

**Telephone:** O: (530) 621-7477  
M: (530) 592-7852  
F: (530) 295-0763

**E-mail:** [RDonner@amer-info.com](mailto:RDonner@amer-info.com)

<b>Estimated Emission Reductions/Cost-Effectiveness</b>	
Useful Life of Project (years)	20 years
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-10)	560 pounds
Cost-Effectiveness (total project costs)	\$64.65/pound
Cost-Effectiveness (AQMD Funded project costs)	\$62.27/pound

<b>Budget Summary</b>	<b>AB 2766 Funds</b>	<b>Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Materials	\$26,093			\$26,093
Personnel				
Other			\$1,000	\$1,000
<b>Total</b>				<b>\$27,093</b>

Contents Checklist

**Applicant: El Dorado County Grand Jury**

	<u>Page</u>	
<input checked="" type="checkbox"/>	Project Summary Sheet (Cover)	1
<input checked="" type="checkbox"/>	Request for Proposal Contents Checklist (Second Page)	2
<input checked="" type="checkbox"/>	Authorization Letter/Resolution	3
<input checked="" type="checkbox"/>	Project Description	4
<input checked="" type="checkbox"/>	Project Organization/Background	5
<input checked="" type="checkbox"/>	Emission Benefits/Cost Effectiveness	6
<input checked="" type="checkbox"/>	Work Statement	7
<input checked="" type="checkbox"/>	Funding Request/Cost Breakdown	8
<input checked="" type="checkbox"/>	Matching Funds	9
<input checked="" type="checkbox"/>	Schedule of Deliveries/Self-Monitoring Program	11
<input type="checkbox"/>	Local TRPA Review (If Applicable)	N/A
<input checked="" type="checkbox"/>	2 Copies of Proposal	



STATE OF CALIFORNIA

**GRAND JURY**  
**El Dorado County**

P.O. Box 472  
Placerville, California 95667  
(530) 821-7477  
[gione@edcgov.us](mailto:gione@edcgov.us)

Tuesday, March 20<sup>th</sup>, 2012


To Whom It May Concern,

As a three term member of the Grand Jury and its current foreperson I can state from first-hand experience that the El Dorado County Grand Jury needs the ability to video conference. A portion of the Air Quality Control Grant could help us afford this kind of valuable system.

The cost to the county for members from Lake Tahoe to commute to Placerville, this year six total members, is 50 times the cost of west slope members and emits massive amounts of air pollution with over a 110 mile drive at least twice a week.

The intention of the Grand Jury is to draw members from all areas and economic positions; the drive from Lake Tahoe to Placerville greatly limits the ability of Lake Tahoe residents to consider service. In winter conditions the roads are often closed and meetings must be cancelled for lack of a majority.

Often the Grand Jury requires the testimony of county employees. Without video conferencing, the employee must take valuable time and expense in attending an interview. With video conferencing, they can testify and inform from their location at a tremendous cost saving to the county.

  
Ted Long  
Grand Jury Foreman 2011-2012

## Project Description

The Grand Jury proposes to use AB 2766 funds toward the purchase and installation of a Polycom HDX 8000-720 video conference system in the Grand Jury room in Placerville. The system has been researched to interface with existing County equipment at various South Lake Tahoe locations. The new technology will significantly reduce vehicle miles traveled between Placerville and Tahoe.

The Grand Jury consists of 19 volunteer members appointed by the Superior Court. The current Grand Jury has six members from the Tahoe area. Membership varies from year to year.

California Penal Code requires the Grand Jury to investigate and report on the operations, accounts, and records of the officers, departments, or functions of local government in El Dorado County. Each complaint the Jury accepts for investigation must be considered thoroughly, seeking out facts, and analyzing the facts prior to writing a report for publication. This is a time consuming process and usually takes many months to complete. Depending on the investigation, the process usually involves months of meetings, subcommittee meetings, and numerous witness interviews.

The broad scope of work, constant meetings and need to interview witnesses creates a large travel demand. For example, the current Grand Jury has six members from the Tahoe area that must often attend to Grand Jury business in the Placerville area. In the first half of the current fiscal year, these six members drove an average of 3,800 miles each. At year end, these members alone will have generated over 45,000 vehicle miles traveled on local roadways. In addition, a near constant flow of witnesses including members of the public and local government employees and officials also generate vehicle miles traveled.

The Grand Jury estimates that a high quality audio-visual communications system will at a minimum, reduce 10 roundtrips per week from Tahoe to Placerville. This equates to a reduction of approximately 63,000 vehicle miles traveled per year. The Polycom system is a durable, expandable system. Over an estimated 20 year life of the system it will result in the reduction 1,260,000 vehicle miles. This translates into a significant reduction in motor vehicle emissions.

The system also brings ancillary benefits. In addition to emission reductions, the system results in less traffic on local roadways, primarily Highway 50. Members of the Grand Jury, the public and local government staff from the Tahoe area will be able to more effectively participate in the Grand Jury process.

## Project Organization

The Grand Jury is working with Tom Straling from County Information Technologies and Mike Applegarth from the Chief Administrative Office to implement this project. Information Technologies will work through established procurement processes to ensure the project is completed within the proposed budget and timeframe.

Information Technologies staff is very familiar with technical and training needs associated with video conferencing equipment and has arranged for the installation of similar systems in other areas of county operations. Unfortunately, given the confidential nature of Grand Jury proceedings, other county facilities and equipment are not a viable option for the Grand Jury.

Polycom has been the leading provider of voice, video, Web, and data communications solutions to government agencies since 1990, and has served as a consultant/vendor on prior Information Technologies projects. Additional information about Polycom is available at: [www.polycom.com](http://www.polycom.com).

Emission Benefits/Cost-Effectiveness

**TELECOMMUNICATIONS**

Subcategory: (6e) Telecommunication

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

**Local Government Name:** Not Applicable

**Project Name:** Grand Jury Video Conference System

**Description:** Installation of video conference equipment for communication between Placerville and South Lake Tahoe reduced VMT's for members and witnesses of the Grand Jury.  
**(Issues/Comments)**

**Implementing Agency:**

**Private Agency:** No

**FUNDING:**

<b>MVFees Funding:</b>	\$26,093	<b>MSRC Funding:</b>	\$0
<b>Moyer Funding:</b>	\$0	<b>CMAQ Funding:</b>	\$0
<b>Other CoFunding:</b>	\$1,000		

<b>Capital Recovery Factor:</b>	0.07	
<b>Project Analysis Period:</b>	20	years
<b>Weeks of operation per year (W):</b>	50	weeks
<b>Auto Trips Eliminated (T):</b>	10	trips (one-way) per week
<b>Length of auto trips eliminated (L):</b>	63.00	miles in one direction of trip
<b>New Auto Trips (New T):</b>	0.00	trips (one-way) per week
<b>New Auto Trip Length (New L):</b>	0.00	miles in one direction of trip
<b>Annual Auto Trips Reduced:</b>	500	annual trips
<b>Annual Auto VMT Reduced:</b>	31,500	annual miles

<b>EMISSION FACTORS:</b>	<b>Auto Trip End Factors</b>	<b>Auto VMT Factors</b>
	<b>ROG:</b> 0.646 <i>grams</i>	0.180 <i>grams</i>
	<b>NOx:</b> 0.267 <i>per trip</i>	0.189 <i>per mile</i>
	<b>PM10:</b> 0.017	0.022

<b>EMISSION REDUCTIONS:</b>	<b>Pounds per Year</b>	<b>Tons per Year</b>
<b>ROG:</b>	13	0.01
<b>NOx:</b>	13	0.01
<b>PM10:</b>	2	0.00
<b>Total:</b>	<u>28</u>	<u>0.01</u>

**COST-EFFECTIVENESS OF:**

<b>Motor Vehicle Fees and/or Moyer Funds:</b>	\$62.27 per pound	\$124,533 per ton
<b>CMAQ Funds:</b>	\$0.00 per pound	\$0 per ton
<b>All Funding Sources:</b>	\$64.65 per pound	\$129,306 per ton



Work Statement

Following the award of funds and Notice to Proceed:

Action	Estimated Timeframe
1. County Information Technologies and Chief Administrative Office will work with Purchasing staff to prepare a Request for Proposal (RFP) for the necessary equipment.	1.5 weeks
2. The RFP will post for a minimum of two weeks.	3 weeks
3. Staff will issue the award of bid and vendor notification.	1 week
4. Bid protest period.	2 weeks
5. Following the protest period, the purchasing agent will sign a Purchase Order for the equipment.	1 week
<b>Total</b>	<b>8.5 weeks</b>

## Funding Request/Cost Breakdown

Description	Qty	Cost (List Price)	Value
HDX 8000-720	1	\$15,999.00	
3 Year Premier Warranty	1	\$3,300.00	
Eagle Eye Camera	1	\$4,299.00	
Extended cable kit for camera	2	\$918.00	
Camera Wall Mounts	2	\$310.00	
Onsite Installation	1	\$1,545.00	
HDX Cable Kit	1	\$499.00	
60" Plasma Display	2	\$2,800.00	
TV Mounts	2	\$600.00	
Miscellaneous (Labor, wiring etc.) In-kind			\$1,000
Total (list Polycom List Price)		\$30,270.00	
Less 20% (Conservatively) Vendor Discount		(\$6,054)	
		\$24,216	
Tax @ 7.75%		\$1,877	
<b>Total</b>		<b>\$26,093</b>	

### Matching Funds

The Grand Jury's FY 2011-12 amended budget is \$94,360. The Grand Jury is entirely dependent on the County General Fund. As such, the Grand Jury is not in a position to generate matching funds. However, County Information Technologies will contribute in-kind services valued at approximately \$1,000 toward miscellaneous labor associated with the video conference system installation, as well as training for Jury members on the use of the system. Finally, staff from Information Technologies, Purchasing, and the Chief Administrative Office have already contributed toward the research of this project, and will continue to assist the project as needed until complete. The value of these services is undetermined.



**El Dorado County**  
**Information Technologies**

*Kelly Webb*  
**Acting Director**

Address: 360 Fair Lane  
Placerville, CA 95667  
Voice (530) 621-5450  
Fax (530) 295-2512

March 21, 2012

Dave Johnston  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667

Dear Dave:

The El Dorado County Information Technologies Department will provide in-kind installation services and ongoing technical support for the Grand Jury's proposed Polycom HDX 8000-720 video conference system.

As you know the Grand Jury is a volunteer organization. As such, Information Technologies staff has been assisting the Grand Jury with research for this proposed project. After reviewing the needs of the Grand Jury and researching the technical components required, Information Technologies staff is confident that the Polycom system represents the right solution for the Grand Jury.

Used properly, the video conference system has the potential to greatly reduce vehicle miles traveled for both members of the Grand Jury and potential Grand Jury witnesses. The system has been researched with durability and expansion capability in mind. Therefore, it will serve the Grand Jury and reduce vehicle miles traveled for Grand Jury business well into the future.

Information Technologies estimates the value of our in-kind system installation and technical support at approximately \$1,000.

Please contact me directly should you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Kelly Webb".

Kelly Webb  
Acting Information Technologies Director

Schedule of Deliveries/Self-Monitoring Program

Should the Grand Jury be awarded AB 2766 funds, the purchase and installation of the requisite audio-visual equipment should be complete well within the first quarter of the 2012-13 fiscal year. The Grand Jury will provide a written report to the Air Quality Management District regarding the expenditure of funds and use of equipment by October 1, 2012.

**BUDGET ITEMIZATION**

**EXHIBIT D**

Line Item	Title/Classification	No. of Hours	Base Salary Rate Per Hr	Benefit Per Hr	Total Rate Per Hr	Total Costs
<b>Equipment</b>			<b>Units</b>			
1	LED HDTV 60" Visio M550SL	1		ea	\$1,019.00	\$1,019.00
2	Swivel & Tilt TV Mount for 55" or larger	1		ea	\$97.00	\$97.00
3	Asus Laptop - Pink - HDMI, Webcam, Intel i3-Processor, USB, wifi, 15.6" Display	1		ea	\$430.00	\$430.00
4	HD Logitech C920 USB Webcam	1		ea	\$90.00	\$90.00
5	USB Cable, 50 ft. with active repeater	1		ea	\$40.00	\$40.00
6	Laptop Case	1		ea	\$35.00	\$35.00
7	J-Tech HDMI to Cat 6 Converter (PC to LED	1		ea	\$85.00	\$85.00
8	CAT6 50 ft. Cable	2		ea	\$15.00	\$30.00
9	PCI-e PC HDMI Graphics Card, Force 3 AMD	1		ea	\$75.00	\$75.00
10	Dell 7110 Desktop Computer, with 17" monitor	1		ea	\$714.00	\$714.00
11	Audio/Video Conference Service 25 users 1 yr	1		yr	\$468.00	\$468.00
	<b>Total Equipment</b>				<b>Total</b>	<b>\$3,083.00</b>
	<b>PROJECT SUBTOTAL:</b>					<b>\$3,083.00</b>
	Contingency 10%					\$308.00
	In Kind Match: IT System Installation and Technical Support					\$1,000.00
	<b>PROJECT TOTAL:</b>					<b>\$4,391.00</b>
	<b>AGREEMENT TOTAL:</b>					<b>\$3,391.00</b>