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**Funding Agreement #479-F1311  
Between  
El Dorado County Air Quality Management District  
And  
El Dorado County Chamber of Commerce**

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**This Agreement No. 479-F1311** 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 the El Dorado County Chamber of Commerce on behalf of the Coloma-Lotus Chamber of Commerce, a Chapter of the El Dorado County Chamber of Commerce (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. SCOPE OF WORK**

CONTRACTOR shall perform all activities and work necessary to complete the SFA River Shuttle (hereinafter referred to as "Project") set forth and further described in Exhibit A, Scope of Work attached hereto 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. AQMD will lease the required vehicles, up to two (2) vans and two (2) trailers, to CONTRACTOR at no cost for Project related functions only. CONTRACTOR shall be solely responsible for all required vehicle maintenance and shall obtain automobile insurance for the leased vehicles as required by AQMD during the time the vehicles are in use for the Project.

CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the Project specified in said Scope of Work and Proposal.

No work shall be completed prior to a letter to proceed being issued by the contract administrator or designee. The letter to proceed will only be issued upon the AQMD's receipt of proof of policy of insurance evidencing that Contractor maintains insurance that meets the requirements according to Article 10, Insurance.

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;
3. Budget Itemization, Exhibit D; and
3. 12-13 River Shuttle Proposal, Exhibit C;

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

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

CONTRACTOR shall submit quarterly performance reports, detailing the work performed during the previous calendar quarter; work planned for the remainder of grant period; problems identified, solved, and/or unresolved; and the percentage of each task completed. Quarterly performance reports shall be due 60 days after the end of each calendar quarter. CONTRACTOR shall provide AQMD with a comprehensive final written report prior by February 28, 2014. Final written report shall fully document the work performed under this Agreement.

### **3. TERM**

The term of this Agreement shall be effective upon mutual execution by the parties and shall expire on February 28, 2014 unless terminated earlier in accordance with Article 7, Termination. All eligible project costs, except for final report preparation costs, must be incurred prior to December 31, 2013. 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 CONTRACTOR up to the sum of **One Hundred Thousand and 00/100 dollars (\$100,000)** as set forth in Exhibit D Budget and as follows:

CONTRACTOR 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. Matching funding commitment may be either monetary or in-kind contributions. Costs incurred by Contractor between October 2012 through contract execution for the implementation of the Project will apply towards the matching funding commitment. In the event matching 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. CONTRACTOR shall expend matching funds on eligible expenditures and account for matching funds expenditures throughout the project.

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 of **One Hundred Thousand and 00/100 dollars (\$100,000)**.

**A. Payments:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. Monthly payments upon invoice are allowed for the first six months of the program implementation, and then the AQMD shall reimburse CONTRACTOR 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 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, 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 Article 4, Compensation.

**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 in the Scope of Work 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 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 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 manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which

work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## 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 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, 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 services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the AQMD, the Contractor, 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 CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

## **10. INSURANCE**

CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. 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.

- D. CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the AQMD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the AQMD, and;
  2. The AQMD, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- H. The CONTRACTOR's insurance coverage shall be primary insurance as respects the AQMD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AQMD, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.



- I. Any deductibles or self-insured retentions must be declared to and approved by the AQMD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AQMD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the AQMD, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the AQMD, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

## **10. AUDITS AND INSPECTIONS**

CONTRACTOR 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 CONTRACTOR'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. 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 Auditor General for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

### **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:

#### **CONTRACTOR**

El Dorado County Chamber of Commerce  
Attn: Coloma-Lotus Chamber of Commerce  
PO Box 608  
Coloma, CA 95613  
Attn: Howard Penn  
President

#### **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 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.

### **13. 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.

#### **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. CONTRACTOR 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 CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Howard Penn, President/Managing Director, or his 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:**

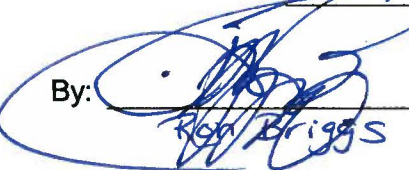
By: 

Dave Johnston  
Air Pollution Control Officer  
Air Quality Management District

Dated: 4/26/13

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- AIR QUALITY MANAGEMENT DISTRICT --  
-- COUNTY OF EL DORADO --

Dated: 4/30/13 Board Date: 10/16/12  
By:  Chair  
"AQMD"

ATTEST:  
James S. Mitrison  
Clerk of the Board

By:   
Deputy Clerk

Dated: 4/30/13  
Board Date: 10/16/12

-- CONTRACTOR --

EL DORADO COUNTY CHAMBER OF COMMERCE  
a California 501(c)6

By:   
Laurel Brent-Burns  
Chief Executive Officer  
"Contractor"

Dated: 04 26 13

**SFA River Shuttle Incorporation**

The CLCC will initiate incorporation of the SFA River Shuttle during the months of September through November 2012 including:

- Research and selection of appropriate non-profit exemption
- File for incorporation with the IRS and Board of Equalization
- Solicit and select a board of directors
- Notice and hire a general manager

**SFA River Shuttle Organization**

The Board of Directors and General Manager will structure a working organization during the months of October 2012 through April 2013 including:

- Research and obtain appropriate insurance
- Coordinate and obtain appropriate inspections and license
- Coordinate accounting and payroll system
- Coordinate creation of a SFA River Shuttle website that will accommodate communications, reservations & marketing
- Notice and hire a coordinator to handle reservations, marketing & schedules
- Subcontract drivers from outfitters or transportations companies

**Shuttle Operations**

The SFA River Shuttle will provide up to 93 days of shuttle services to private recreational or non-profit users along the South Fork of the American River from Chili Bar to Skunk Hollow on weekends and some weekdays from May through October 2013 including:

- Maintenance of shuttle van in a safe operable condition providing copies of maintenance records and California Highway Patrol inspection reports
- Subcontract properly trained and licensed drivers
- Maintenance of a website with shuttle reservation, schedule, usage, acknowledgement and contact information
- Publish press releases announcing availability of shuttle
- Market shuttle service with local businesses, agencies and private user groups
- Reservations by telephone, email or social media
- Educate public on proper shuttle services usage
- Provide shuttle service to river runners, hikers, anglers, campers, special event patrons, local community and other recreational users and their equipment.
- Track and record number of one way rider trips and shuttle service mileage for use in reporting and future grant proposals to AQMD

**Community Events**

SFA River Shuttle will provide free shuttle to selected community events and will include:

- Shuttle service to local community event patrons from parking lots to event venues.
- Track and record number of one way rider trips and shuttle service mileage for use in reporting and future grant proposals to AQMD

**Acknowledgement**

SFA River Shuttle will acknowledge grant funding from the El Dorado County AQMD stating "Shuttle service funded by a grant from the El Dorado County Air Quality Management District" on:

- SFA River Shuttle Website
- Press releases and marketing activities
- Printed flyers distributed on the van
- Van signage

**Reporting**

SFA River Shuttle will provide clear and transparent information to AQMD. Information provided will be sufficient to allow AQMD to determine whether project is on schedule and within the parameters approved by AQMD including:

- Daily ridership daily
- Daily Van starting mileage and ending mileage
- Quarterly performance reports including:
  - Description of work completed
  - Description of work remaining
  - Payment request, itemization of expenditures and supporting documentation
  - Documentation of shuttle emission reduction benefits education efforts
  - Marketing efforts
  - Documentation of one way rider trips and shuttle service mileage
- Final Comprehensive project report

## **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 NOx, 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.

**Applicant:** Coloma-Lotus Chamber of Commerce

**Contact Person:** Howard Penn

**Address:** PO Box 608 Coloma, CA 95613

**Telephone:** 530-626-7373

**Email:** hpenn@lbcomm.com

**Project Description:**

During the months of September through November 2012, the Coloma-Lotus Chamber of Commerce will act as the interim contracting agent to initiate creation of a non-profit organization, the "SFA River Shuttle". From October 2012 through April 2013 the "SFA River Shuttle" Board of Directors & General Manager will structure a working organization to operate shuttle service at the lowest possible cost for river corridor recreation and the local community. "SFA River Shuttle" will operate 93 days of shuttle service on the South Fork American River from the Chili Bar put-in to the Skunk Hollow take-out during the months from May to October 2013.

<b>Estimated Emission Reductins/Cost-Effectiveness</b>	
Useful Life of Project	16 Months
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-10)	662.51 lbs
Cost-Effectiveness (total project costs)	\$96.22 \$/lbs
Cost-Effectiveness (AQMD Funded project costs)	\$76.98 \$/lbs

<b>Budget Summary</b>	<b>AB2766 Funds</b>	<b>Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Personal	\$ 52,060.00	\$ 8,230.86	\$ 4,784.14	\$ 65,075.00
Sub-Contract Work	\$ 24,462.72	\$ 4,013.99	\$ 2,101.69	\$ 30,578.40
Vehicle Fuel, Inspection & Maintenance	\$ 7,477.28	\$ 922.16	\$ 947.16	\$ 9,346.60
Insurance	\$ 8,000.00	\$ 1,236.32	\$ 763.68	\$ 10,000.00
Marketing	\$ 4,000.00	\$ 618.16	\$ 381.84	\$ 5,000.00
Accounting & Administration	\$ 4,000.00	\$ 618.16	\$ 381.84	\$ 5,000.00
<b>TOTAL</b>	<b>\$ 100,000.00</b>	<b>\$ 15,639.65</b>	<b>\$ 9,360.35</b>	<b>\$ 125,000.00</b>

Proposal

Exhibit C

Line Item	Title/Classification	No. Of Hours	Salary Rate	Payroll Taxes	Workers Comp	Total	Total Costs	
<b>Personnel</b>								
	General Manager	500	\$ 59.00	\$ 4,425.00	\$ 6,490.00	\$40,415.00		
	Coordinator	744	\$ 24.19	\$ 2,700.00	\$ 3,960.00	\$24,660.00		
							\$65,075.00	
<b>Sub-Contract Drivers</b>		Subcontract with Local Outfitter or Private Transportaion Company- See Detail Funding Request Cost Breakdown						\$30,578.40
<b>Vehicle &amp; Trailer</b>		93 Days * 105 Mile/day *\$.96 - See Detail Funding Request Cost Breakdown						\$ 9,346.60
<b>Insurance</b>								\$10,000.00
<b>Marketing &amp; Advertising</b>								\$ 5,000.00
<b>Accounting/Admin</b>		Limited to 5% of AQMD Funding						\$ 5,000.00

**PROJECT GRAND TOTAL: \$ 125,000.00**



COLOMA-LOTUS  
CHAMBER OF COMMERCE

Coloma-Lotus Chamber of Commerce  
PO Box 608  
Coloma, CA 95613

8/14/2012

Dave Johnston  
Air Pollution Control Officer  
El Dorado County Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667

**Dear Mr. Johnston,**

In the interim of the formation of a non-profit corporation, "SFA River Shuttle", the Coloma-Lotus Chamber of Commerce will assume responsibility for all contracts and grant funding applied for from the EDCAQMD to operate a shuttle service on the South Fork American River. Upon formation of the non-profit "SFA River Shuttle", all authorization and responsibility for the operation of this shuttle service shall pass to the selected board members and the hired general manager.

This authorization is with full knowledge of the requirements of the grant-funding proposal being submitted and the resulting contract stipulations and responsibilities for performance and reporting.

Coloma-Lotus Chamber of Commerce will serve as the interim primary contact for any such contracts and our contact information is listed below. We will serve as interim representatives for authorizing, executing and all documentations or actions resulting from the applications for funding or the successful receipt of said grant contract(s). This representation and responsibility shall pass to the selected board members and the hired general manager upon formation of the non-profit "SFA River Shuttle".

Sincerely,

**Howard Penn**  
President  
Coloma-Lotus Chamber of Commerce  
530-626-7373



**Objectives:**

Recreation on and near the South Fork American River (SFA) requires the use of multiple vehicles and drivers. If approved for funding, the Coloma-Lotus Chamber of Commerce will initiate incorporation of a non-profit organization, the "SFA River Shuttle". This organization will provide a viable shuttle program for river corridor recreation and the local community in a safe and convenient scheduled format. Funding from AB2766 would be essential for making this a high quality shuttle service at the lowest possible cost for its users. The overall objectives will be to:

- Create a new non-profit organization with at least a 3-member board to operate a shuttle service at the lowest possible cost insuring full transparency and accountability.
- Provide an effective and convenient shuttle model that can provide transportation for recreation along the South Fork American River corridor and community service "dead head" transit upon return to the Coloma/Lotus area.
- Reduce motor vehicle emissions related to river corridor recreation, such as boaters who set their shuttle using their own vehicles in order to do the runs on the South Fork American River from Chili Bar to the Gorge.
- Provide incentive to return to the merchants in the Coloma/Lotus area and redistribute noted parking impacts by encouraging riders to park in the Coloma/Lotus area and catch the shuttle in the beginning of the day to the Chili Bar put-in or at the end of the day at Skunk Hollow take-out.

**Scope**

Upon "ok to proceed", the Coloma-Lotus Chamber of Commerce (CLCC) will begin incorporating the non-profit SFA River Shuttle, solicit a non-profit board of directors and hire a general manager. Once non-profit incorporation is completed all authorization and responsibility for the operation of the shuttle service shall pass to the SFA River Shuttle Board of Directors and the General Manager.

The SFA River Shuttle Board of Directors and the General Manager will structure a working organization. They will obtain the appropriate insurance, inspection & license to begin shuttle operations utilizing a 15-seat passenger van and trailer to be purchased by El Dorado County Air Quality Management District (AQMD).

The GM will coordinate the creation of a shuttle website to use for communication, reservations & marketing. The GM will hire a shuttle coordinator & sub-contract drivers from existing outfitters or transportation companies. SFA River Shuttle will subsequently provide 93 days of shuttle service to private recreational or non-profit users along the South Fork of the American River from Chili Bar to Skunk Hollow.

The Coloma-Lotus Chamber of Commerce is a chapter of the El Dorado County Chamber of Commerce, a California 501(c)6. The Chamber has developed and managed numerous projects from county funding sources exceeding hundreds of thousands of dollars. Chamber projects such as the Visitor's Authority and The Film Commission are examples of county contracts that oversee large budgets and extensive resources.

The Visitors Authority, with representation from all county tourism sectors, provides a unique and successful approach to attracting visitors to El Dorado with identified outreach to target areas outside the county. Unincorporated Transient Occupancy Tax receipts have increased by 39% and Direct Travel Spending has increased by 8.7% since the creation of the Visitors Authority in 2002. Total number of visitors, travel party size, and average length of stay has also increased.

The El Dorado County Film Commission, formed 16 years ago, has proven to be one of the most successful revenue generating programs supported by the promotions program. Through an aggressive sales and marketing program, the film office attracts approximately 30 projects annually. Before the office was established, the annual number was one per year. The office has been funded at approximately \$100 thousand per year and always returns at least \$1 million dollars to the community through employment, lodging (TOT), businesses and services. The county receives an annual return of more than ten times its initial investment.

The Chamber contracts with various sub-contractors to supply the necessary services for many of its projects. The sub-contracted service provider for the SFA Shuttle Program would need to have an established history of transportation operations within this geographical region. The unique experience of dealing with river related operations such as equipment transportation would also be necessary. All the necessary operational infrastructure, insurance, licenses, and shuttle drivers will need to be supplied by the sub-contractor.

The professional staff of the Chamber has experiences managing million dollar budgets, tracking and reporting expenses to members, clients, and county officials, and operating complex multi-dimensional projects with effectiveness and efficiency. Helping manage resources that benefit the community of El Dorado County residents and the tourists that visit our region are a primary focus of the Chamber and a part of the mission we strive to uphold.

Two River Routes: Chili Bar (CB) = 11.2 miles 1-way and Gorge (G) = 13.5 miles 1-way  
 Round Trip Coloma to El Dorado County Line = 40 miles

**Effectiveness Period = 16 months**

**(D) Days** **93**

**(R) Ridership** **48**

**(VMT) Annual Van Miles Traveled** **33257**

**(A) Adjustment on Auto Trips** **1.0**

**(L) Auto Trip Length**

River trip car pooling leaving one car at home for full river trip  
 (2 one-way CB + 2 one-way G + 40 miles saved round trip Coloma to El Dorado County  
 $[(11.2*2)+(13.5*2)+40] = 89.4$  miles

**(AA) Adjustment for auto access to & from shuttle=0.4**

(Reduced to account for river shuttle vehicle left at home)

**(LL) Trip Length for auto access to & from Shuttle=5 (default)**

**Annual Auto Trips Reduced = (D\*R\*A) \* (1-AA)**

$(93*48*1)*(1-.4) = 2,678.40$  trips reduced

**Annual Auto VMT Reduced = (D\*R\*A)\*[L-(AA\*LL)] = (93\*48\*1)\*[89.4-(.4\*5)] =**

**390,154 miles reduced**

**Annual Emissions Reductions**

$[(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor}) - (\text{Van VMT}) * (\text{Van VMT Factor})] / 454$  (number provided to us)

ROG:  $[(2,678.4*1.023) + (390,154*.277) - (33,257*.20)] / 454 = 229.43$

NOx:  $[(2,678.4*0.462) + (390,154*.324) - (33,257*.20)] / 454 = 266.51$

PM10:  $[(2,678.4*0.016) + (390,154*.221) - (33,257*.32)] / 454 = 166.57$

**Total Annual Emissions Reduced = 662.51 lbs/16 mos**

**(CRF) Capital Recovery Factor = 0.51**

**Cost Effectiveness of Total Funding Dollars**

$(\text{CRF} * \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$

$(0.51 * 125000) / 662.51 = \$96.22$

**Cost Effectiveness of AB2766 Funding Dollars**

$(\text{CRF} * \text{AB2766 funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$

$(0.51 * 100000) / 662.51 = \$76.98$

<b>SFA Shuttle Service Costs</b>	<b>1 Van</b>
General Manager @\$59/hr, 500 hrs	29,500.00
Coordinator @ \$24.20/hr, 744 hrs	18,000.00
PR Tax 15% of Total GM & Coordinator Wages	7,125.00
Workers Comp 22% of Total GM & Coordinator Wages	10,450.00
Subcontract Drivers	
Driver Wages at \$20/hr, 1116 Hours	22,320.00
PR Tax 15% of Total Drivers Wages	3,348.00
Workers Comp 22% of Total Drivers Wages	4,910.40
Vehicle Fuel/Maint/License/Garage 93 Days*105 Miles*.95715	9,346.60
Insurance	10,000.00
Marketing & Advertising	5,000.00
Accounting/Admin - Limited to 5% of AQMD Funding	5,000.00
<b>Total Shuttle Service Cost</b>	<b>125,000.00</b>
<b>Total AQMD Funds Requested</b>	100,000.00
<b>Total Matching Funds</b>	25,000.00
<b>Total days</b>	93.00
<b>Rate Per Day</b>	1,344.09
<b>Requested AQMD Funding/Day</b>	1,075.25

<b>1 Van</b>		<b>Comments:</b>
105	Miles/Day	2 CB Round Trip + 2 Gorge Round Trip + Garage Mileage
7	MPG	Estimated Average Gas Mileage Van Towing Trailer
15	Gallons/Day	105 Miles/7 MPG
4.85	\$/Gallon	Estimated
6,765.75	Total Annual Fuel Costs	\$4.85*15 Gallons*93 Days
1,585.85	Total Annual Maintenance	Estimated - includes brakes, shocks, tune-ups, oil changes,
245.00	Total Annual DMV Fee	Estimated Smog License & Renewal
750.00	PUC Fee	\$500 Fee + Estimated Inspection costs
9,346.60	Total Annual Vehicle Cost	
72.75	Cost of Fuel/Day	
17.05	Maintenance/Day	
2.63	DMV Fee/Day	
8.06	PUC Fee/Day	
100.50	Total Vehicle Cost Per Day	
<b>0.95715</b>	<b>Cost Per Mile/Day</b>	

Vehicle Fuel/Maint/License



Coloma-Lotus Chamber of Commerce  
PO Box 608  
Coloma, CA 95613

8/14/2012

Dave Johnston  
Air Pollution Control Officer  
El Dorado County Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667

**Dear Mr. Johnston,**

We agree to provide total matching funds of \$25,000.00 for the contract period of 2012-2013. Matching funds will be generated from a monetary match generated from anticipated revenue, an in-kind match of free shuttles for community events and an in-kind match of volunteer hours from the "SFA River Shuttle" Board of Directors.

In the interim of the formation of a non-profit corporation, "SFA River Shuttle", the Coloma-Lotus Chamber of Commerce does agree and commit to provide the necessary matching funds and in kind match to meet the 20% minimum for this contract. Upon formation of the non-profit "SFA River Shuttle", all matching funds for the operation of this shuttle service shall be provided by the selected board members and the hired general manager.

Sincerely,



**Howard Penn**  
President  
Coloma-Lotus Chamber of Commerce  
530-626-7373

<b>Monetary</b>	<b>Potential Shuttle Revenue</b>		
	\$7/Rider/Day = 7*48*93	\$	31,248.00
	If 75% Realized	\$	23,436.00
	If 50% Realized	\$	15,624.00
	<i>Total Match From Shuttle Revenue</i>	\$	<b>15,639.65</b>

<b>In-Kind</b>	<b>5 Community Shuttle Events</b>	Daily Ridership Revenue + Expense Rate Per Day = [(48*7)+1344.07]		
	Coloma Blues Festival - 1 Day	\$	1,680.07	
	American River Music Festival - 2 Days	\$	3,360.14	
	County River Clean-up Days - 2 Days	\$	3,360.14	
	<i>Total Match from Community Events</i>	\$	<b>8,400.35</b>	
	<b>3 Board Member Volunteer Hours</b>	Current State Minimum Hourly Wage*40 Hrs Each Board Member = 8*40*3		
	120 Hours	\$	960.00	
<i>Total Match From Volunteer Hours</i>	\$	<b>960.00</b>		

**Total Matching Funds** \$ **25,000.00**

**2012**

September-November

- CLCC initiate incorporation of non-profit shuttle service SFA River Shuttle
- CLCC solicit & appoint at least 3 SFA River Shuttle Board of Directors
- CLCC and board of directors solicit & hire a General Manager
- Submit 1st quarterly reporting & billing to AQMD

October-December

- SFA River Shuttle Board of Directors and GM start structure of working organization.
- Begin monthly Board of Directors meeting with GM
- SFA River Shuttle acquire van & trailer from AQMD

**2013**

January-April

- SFA River Shuttle Board of Directors and GM continue structure of working organization including budgeting, insurance, license & inspections
- GM coordinate accounting and payroll system
- GM coordinate creation of SFA River Shuttle website
- GM solicit & hire Shuttle Coordinator to begin work May 1, 2013
- GM subcontract drivers and provide orientation
- Press release and marketing of new shuttle program
- Presale shuttle passes to generate working revenue
- GM to submit 2<sup>nd</sup> & 3<sup>rd</sup> quarterly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

May-June

- Begin weekend and one weekday shuttle service between Chili Bar & Skunk Hollow
- Provide shuttle service on Memorial Day
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Shuttle Coordinator to tally daily usage and post on website
- Shuttle Coordinator to record daily van start mileage and end mileage
- Provide community shuttle for Coloma Blues Festival
- GM to submit 4<sup>th</sup> quarterly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

July-September

- Add one more weekday to shuttle service between Chili Bar & Skunk Hollow
- Provide shuttle service on July 4<sup>th</sup> and Labor Day
- Provide shuttle for County River Clean-up Days
- Provide community shuttle for American River Music Festival



- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- GM to submit 5<sup>th</sup> quarterly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

October

- Return to weekend and 1 weekday shuttle service between Chili Bar & Skunk Hollow
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Monthly Board of Directors meeting with GM

November-December

- Shuttle service ends for the season
- GM submit final quarterly reporting & billing to AQMD
- GM submit year end reporting to AQMD
- Monthly Board of Directors meeting with GM



Theresa Simsiman  
California Regional Coordinator  
Dave Steindorf  
California Stewardship Director  
4 Baroni Drive  
Chico, CA 95928

August 14, 2012

Dave Johnston  
Air Pollution Control Officer  
El Dorado County Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667

RE: SFA River Shuttle

Dear Dave Johnston,

American Whitewater (hereinafter "AW") is a nonprofit, 501(c)(3) organization devoted to protecting and restoring America's whitewater resources and to enhancing the public's ability to enjoy them safely. AW is a membership organization with over 5,000 members and 100 affiliate clubs representing 30,000 whitewater paddlers across the nation. AW seeks to ensure that whitewater opportunities are preserved and the riverine ecosystem is protected from adverse impacts.

Many of our members enjoy paddling the South Fork of the American River between the Chili Bar put-in on Highway 193 and the Skunk Hollow take-out on Salmon Falls Road. AW recognizes the value of a viable river shuttle program that will provide easy access to the river and help reduce the overall impact of automobile emissions. We support the formation of a non-profit corporation, SFA River Shuttle, to operate shuttle service on the South Fork American River.

Sincerely,

Dave Steindorf  
California Stewardship Director  
American Whitewater

Theresa Simsiman  
California Regional Coordinator  
American Whitewater



**COLOMA - LOTUS**  
CHAMBER OF COMMERCE

Coloma-Lotus Chamber of Commerce  
PO Box 608  
Coloma, CA 95613

8/4/2012

Dave Johnson  
El Dorado County Air Quality Management District  
2850 Fairlane Court  
Placerville, CA 95667

**Dear Mr. Johnson,**

Since the inception of the South Fork American River Shuttle Program, the Coloma-Lotus Chamber of Commerce has been unconditionally supportive. We have functionally and financially supported the efforts of the shuttle program and appreciate your assistance in its continued success. There are numerous reasons to continue this program for our community and the public that visit our river valley. It also demonstrates the forward thinking and resourcefulness of El Dorado County to people from around the world.

The Chamber of Commerce organizes and funds several projects that utilize the critical services of the shuttle and hope that in its continued success we can grow the needs of this service across many other opportunities as well.

It is strongly believed that this program will benefit the economic, environmental, and overall health of the community; we support the program fully.

Sincerely,

**Howard Penn**  
President  
Coloma-Lotus Chamber of Commerce  
530-626-7373

**BUDGET ITEMIZATION**

**EXHIBIT D**

<b>Line Item</b>	<b>Title/Classification</b>	<b>No. of Hours</b>	<b>Salary Rate Per Hr</b>	<b>Total Rate Per Hr</b>	<b>Total Costs</b>
<b>Personnel</b>					
1	General Manager	700	\$40.00	\$40.00	\$28,000.00
2	Coordinator	1000	\$20.00	\$20.00	\$20,000.00
3	Drivers	1250	\$20.00	\$20.00	\$25,000.00
4	Payroll Tax 15% of Drivers Wages				\$3,750.00
5	Workers Comp 22% of Drivers Wages				\$5,500.00
	<b>Subtotal</b>				<b>\$82,250.00</b>
<b>Operations</b>					
6	Insurance		<b>Units</b>		\$5,000.00
7	Administrative Costs including report preparation, accounting, payroll, utilities and leasing or renting space (limited to 5%)				\$5,000.00
8	Vehicle Fuel, Maintenance and License Fees	4805	miles	\$1.61	\$7,750.00
	<b>Subtotal</b>				<b>\$17,750.00</b>
<b>PROJECT SUBTOTAL GRANT AMOUNT:</b>					<b>\$100,000.00</b>
<b>Match</b>					
9	Insurance		<b>Units</b>		\$500.00
10	Visa/MC/Amex Merchant Fees				\$500.00
11	Marketing and Advertising				\$2,770.70
12	Vehicle Fuel, Maintenance and License Fees	2000	miles	\$1.61	\$3,220.00
13	Shuttle Volunteer Labor	1200	hours	\$8.00	\$9,600.00
14	Community Event Shuttle Service	6	days	\$401.55	\$2,409.30
15	Van and Trailer Equipment				\$1,000.00
<b>PROJECT SUBTOTAL MATCH AMOUNT:</b>					<b>\$20,000.00</b>
<b>PROJECT TOTAL:</b>					<b>\$120,000.00</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2013

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Vaught, Wright & Bond CA Lic.# 0448556 533 Main Street Placerville, CA 95667 Martha A. Ash	Phone: 530-622-1835 Fax: 530-622-3860	<b>CONTACT NAME:</b> Martha Ash <b>PHONE (A/C, No, Ext):</b> 530-622-1835 <b>FAX (A/C, No):</b> 530-622-3860 <b>E-MAIL ADDRESS:</b> Mash@vwbins.com														
<b>INSURED</b> El Dorado County Chamber Of Commerce 542 Main Street Placerville, CA 95667																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Comp</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Comp	19682	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Hartford Fire Insurance Comp	19682															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBRS INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			57SBAIC1781	01/23/2013	01/23/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57SBAIC1781	01/23/2013	01/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			57SBAIC1781	01/23/2013	01/23/2014	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECH09058	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The AQMD, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.  
 Notice of standard cancellation will be provided within 30 days.

**CERTIFICATE HOLDER** **CANCELLATION**

EDC Air Quality Mangement Dist Dave Johnston, APCO 330 Fair Lane Placerville, CA 95667	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Martha A. Ash
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WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14974  
Company Code: 7



43557  
\*1500257HO90560101



POLICY NUMBER: 57 WEC HO9056  
Previous Policy Number: 57 WEC HO9056

Suffix	
LARS	RENEWAL
	05

HOUSING CODE: DX

1. Named Insured and Mailing Address: EL DORADO COUNTY CHAMBER OF COMMERCE  
(No., Street, Town, State, Zip Code)

542 MAIN STREET  
PLACERVILLE, CA 95667

FEIN Number: 941328508

State Identification Number(s):  
UIN:

The Named Insured is: NON-PROFIT ORGANIZATION  
Business of Named Insured: ASSOCIATION - BUSINESS NON PRO  
Other workplaces not shown above: AS STATED AND ELSEWHERE IN CALIFORNIA

2. Policy Period: From 04/01/13 To 04/01/14  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: VAUGHT WRIGHT & BOND INC/PHS

PO BOX 33015  
SAN ANTONIO, TX 78265

Producer's Code: 122004

Issuing Office: THE HARTFORD  
3600 WISEMAN BLVD.  
SAN ANTONIO TX 78251  
(866) 467-8730

Total Estimated Annual Premium:	\$3,321
Deposit Premium:	\$3,321
Policy Minimum Premium:	\$500 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Kristine R. Gas*  
Authorized Representative

02/16/13  
Date

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: CA

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 21C WC 00 04 22A WC 04 04 22 WC 99 03 02B  
SEE ENDT

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis	Rates Per \$100 of Remuneration	Estimated Annual Premium
	Total Estimated Annual Remuneration		

(SEE ATTACHED SCHEDULES)

CA TERRITORIAL DIFFERENTIAL PREMIUM 9694 (0.950)			-169
CA SMALL POLICY CREDIT 9.00 PERCENT (9701)			-289
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			2,919
EXPENSE CONSTANT (0900)			150
TOTAL ESTIMATED STATE SURCHARGE			152
TERRORISM (9740)	334,800	.030	100
TOTAL ESTIMATED ANNUAL PREMIUM			3,321

Total Estimated Annual Premium:	\$3,321
Deposit Premium:	\$3,321
Policy Minimum Premium:	\$500 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS:  
SIC: 8611  
UIN:  
NO. OF EMP: 000007

\*1500257HO90560101 43558





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Vaught, Wright & Bond CA Lic.# 0448556 533 Main Street Placerville, CA 95667 Martha A. Ash	Phone: 530-622-1835 Fax: 530-622-3860	<b>CONTACT NAME:</b> Martha Ash <b>PHONE (A/C, No, Ext):</b> 530-622-1835 <b>FAX (A/C, No):</b> 530-622-3860 <b>E-MAIL ADDRESS:</b> Mash@vwbins.com
	<b>INSURED</b> El Dorado County Chamber Of Commerce 542 Main Street Placerville, CA 95667	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Comp <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<b>A</b>	<b>GENERAL LIABILITY</b>			<b>57SBAIC1781</b>	<b>01/23/2013</b>	<b>01/23/2014</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>300,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ <b>10,000</b>	
							PERSONAL & ADV INJURY	\$ <b>1,000,000</b>	
							GENERAL AGGREGATE	\$ <b>2,000,000</b>	
							PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>	
								\$	
	<b>AUTOMOBILE LIABILITY</b>			<b>57SBAIC1781</b>	<b>01/23/2013</b>	<b>01/23/2014</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
								\$	
<b>A</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	<b>57SBAIC1781</b>	<b>01/23/2013</b>	<b>01/23/2014</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ <b>1,000,000</b>	
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/>	<input type="checkbox"/> RETENTION \$ <b>10,000</b>					\$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>57WECH09056</b>	<b>04/01/2012</b>	<b>04/01/2013</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHE-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$ <b>1,000,000</b>	
	If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>				E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>	
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The AQMD, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Notice of standard cancellation will be provided within 30 days.

<b>CERTIFICATE HOLDER</b>  EDC Air Quality Mangement Dist Dave Johnston, APCO 330 Fair Lane Placerville, CA 95667	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Martha A. Ash
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POLICY NUMBER: 57 SBA IC1781



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

EL DORADO COUNTY  
EL DORADO COUNTY  
PLACERVILLE, CA. 95667

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.