

**FUNDING AGREEMENT NO.005-DMV-07/08-BOS
WITH EL DORADO COUNTY TRANSIT AUTHORITY**

This Agreement No. 005-DMV-07/08-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 Transit Authority. (hereinafter referred to as "CONTRACTOR");

WITNESSETH:

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

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

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

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

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

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

1. PROJECT

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

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

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2007-2008.

2. PERIOD OF PERFORMANCE/TIMETABLE

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

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

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

3. TERM

The term of this Agreement shall be for the period of June 1, 2008 through June 30, 2008 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of TWENTY FIVE THOUSAND, TWO HUNDRED Dollars (\$25,200) as follows:

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

The total obligation of the AQMD under this Agreement SHALL NOT EXCEED **Twenty Five Thousand, Two Hundred Dollars and 00/100 (\$25,200)**.

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

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within thirty (30) 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 COUNTY for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 COMPENSATION.

B. Surplus Funds: Any compensation under this agreement, which is not expended by COUNTY 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 COUNTY in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

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

5. NON-ALLOCATION OF FUNDS

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

6. INDEPENDENT CONTRACTOR LIABILITY

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

7. TERMINATION

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

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

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

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

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

8. CHANGES TO AGREEMENT

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

9. INDEMNIFICATION

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

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

10. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

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

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the 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 Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
Attn: Mindy Jackson
Transit Director

AQMD

El Dorado County
Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667
Attn: Marcella McTaggart,
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 Marcella McTaggart, Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Mindy Jackson, El Dorado County Transit Director 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: Marcella McTaggart Dated: 4-27-07

**Marcella McTaggart
Air Pollution Control Officer**

By: Gerri Silva Dated: May 1, 2007

**Gerri Silva, M.S., R.E.H.S
Director, El Dorado County Environmental Management Department**

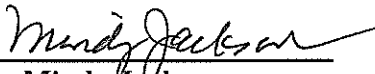
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein above written.

**CONTRACTOR
EL DORADO COUNTY
TRANSIT AUTHORITY**

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

Date: 5/16/07

Date: _____

By: 
Mindy Jackson
Transit Director

By: _____
Helen Baumann,
Chair

Attest:
Cindy Keck,
Clerk of the Board

Date: _____

By: _____

EXHIBIT SUMMARY SHEET (Cover)

Applicant: El Dorado County Transit Authority
Contact Person: Matt Mauk, Transit Services Assistant
Address: 6565 Commerce Way, Diamond Springs, CA 95619
Telephone#: (530) 642-5383 ext. 201 **Fax# (optional):** (530) 622-2877

Project Budget	AB2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$25,200	\$2,800	\$	\$28,000
TOTAL	\$25,200	\$2,800	\$	\$28,000

Estimated Emission Reductions/Costs-Effectiveness	As Proposed	Alternate Funding Level
Useful Life of Project (years)	1	Not Applicable
Total Lifetime Emissions Reduced (lbs. Of ROG, NOx, PM-10)	450.98 lbs.	Not Applicable
Annualized Cost-Effectiveness (total project costs)	\$63.95/lb.	Not Applicable
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$57.55/lb.	Not Applicable

Brief Project Description: El Dorado County Fair Shuttle, June, 2008; parking shuttle service to and from the Fairgrounds during the 2008 County Fair.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: El Dorado County Transit Authority

Please complete and attach this checklist with your application.

- X Exhibit Summary Sheet (Cover) – page 1
 - X Request for Proposal Contents Checklist (Second Page) – page 2
 - X Authorization Letter/Resolution pages 3 - 5
 - X Project Description – pages 6 - 7
 - X Project Organization/Background – page 8
 - X Emission Benefits/Cost Effectiveness – pages 9 - 10
 - X Work Statement – page 11
 - X Funding Request/Cost Breakdown – page 12
 - X Matching Funds – page 12
 - X Schedule of Deliverables/ Monitoring Program – page 13
 - X 3 Copies of Proposal
- Appendix A Excerpts from Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, May 2005 Edition.
- Appendix B Sample of Project Report
- Appendix C Letters of Support



EL DORADO TRANSIT

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383
FAX (530) 622-BUSS
www.eldoradotransit.com

April 16, 2007

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

Re: AB2766 Motor Vehicle Emission Reduction Project 2007-2008
El Dorado County Fair Shuttle 2008

Dear Ms. McTaggart:

The El Dorado County Transit Authority (EDCTA) is submitting an application for AB2766 Motor Vehicle Emission Reduction Project for 2007-2008. EDCTA Resolution No. 07-06 (copy attached), authorizes the submission of the application.

Contact person: Matt Mauk, Transit Services Assistant
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
Phone: (530) 642-5383 Extension 201
Email: mmauk@eldoradotransit.com

The El Dorado County Transit Authority will administer the project.

The El Dorado County Transit Authority will provide a parking shuttle service from three (3) off-site parking locations to the El Dorado County Fairgrounds during the County Fair, June 12 -15, 2008. This shuttle will provide an alternative to traveling by automobile and will reduce automobile congestion and the associated emissions.

We appreciate your consideration regarding our proposal and request that this project be approved for funding.

Sincerely,

A handwritten signature in cursive script that reads "Mindy Jackson".
Mindy Jackson
Transit Director



EL DORADO TRANSIT

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383
(888) 246-BUSS
FAX (530) 622-BUSS
www.eldoradotransit.com

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 07-06**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
TO SUBMIT A PROPOSAL FOR
ASSEMBLY BILL 2766 (AB 2766)
MOTOR VEHICLE EMISSION REDUCTION PROJECTS**

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 44223, authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the district, and the Governing Board of the El Dorado County Air Quality Management District (EDC AQMD) has imposed said fee; and

WHEREAS, said legislation requires the EDC 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 Transit Authority (EDCTA) is an eligible applicant for AB 2766 projects; and

WHEREAS, the EDC AQMD has published a request for proposals for AB 2766 funding; and

WHEREAS, EDCTA will prepare grant applications for projects;

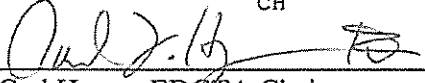
BE IT HEREBY RESOLVED AND ORDERED, that the Chairman of the EDCTA is hereby authorized and directed to submit proposals for Assembly Bill 2766, Motor Vehicle Emission Reduction Projects, and to execute all necessary actions to carry out the purpose of this resolution;

BE IT FURTHER RESOLVED, that the Transit Services Assistant Matt Mauk be the contact person at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619, (530) 642-5383 extension 201, and that Transit Director Mindy Jackson shall be authorized to execute all documentation resulting from these Applications;

BE IT FURTHER RESOLVED, that El Dorado County Transit Authority will make all reasonable efforts to include matching funds in the proposed budget for Fiscal Years 2007/2008 and 2008/2009.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 1st day of March 2007, by the following vote of said Board:

AYES: JS, RD, PB, RB, CH NOES: 0 ABSTAIN: 0 ABSENT: 0

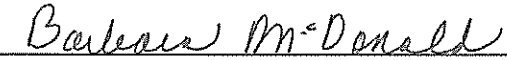


Carl Hagen, EDCTA Chair



Mindy Jackson, Transit Director

APPROVED AS TO FORM:



Barbara McDonald, Secretary to the EDCTA Board

PROJECT DESCRIPTION

EL DORADO COUNTY FAIR SHUTTLE 2008

Objectives

If approved for funding, the El Dorado County Fair Shuttle will significantly reduce congestion; lower emissions related to excessive idling and provide a safe comfortable alternative to parking in and around the Fairgrounds. The shuttle will provide a regional mitigation to traffic congestion on Forni Road, Placerville Drive and State Highway 50 east and west of the Fairgrounds exit in Placerville.

The annual shuttle will provide service beginning one-half hour before the Fair opens to one-half hour after closing on all four days of operation. The shuttle will provide tourists and residents a convenient, pleasant alternative to driving in traffic and waiting for parking spots in overcrowded lots. The Fair Shuttle is advantageous to the passengers in that it reduces driving time, offers a safe and convenient alternative to parking closer to the Fairgrounds and allows more time to enjoy the Fair. With the option of convenient off-site parking and shuttle service pedestrian traffic along Placerville Drive will also be reduced thus improving public safety.

Support letters for this project are included in Appendix C.

Scope of Work

El Dorado Transit proposes to provide a continuous shuttle from three (3) off-site parking locations in Placerville to and from the El Dorado County Fairgrounds during the County Fair, June 12 - 15, 2008.

The shuttle will operate from one-half hour before the Fair opens to one-half hour after closing on all four days. The shuttle will provide round-trip service between three (3) locations; the Library/Government Center bus stop on Fair Lane, the Park & Ride lot on Motherlode Drive at Missouri Flat Road and the WalMart parking lot at Forni Road and Missouri Flat Road and the Green Gate of the County Fairgrounds located on Placerville Drive. Two (2) to six (6) commuter vehicles will be in service at various times during the Fair's hours of operation.

El Dorado Transit will provide the following with grant funding:

- Six (6) 45 or 35 passenger buses
- Approximately 200 hours of shuttle service to and from three (3) off-site lots
- Transit Drivers
- Support staff: Transportation Supervisors, dispatchers and project managers
- Outreach and regional marketing; including website notifications, announcements, press releases and advertisements in local newspapers

- Coordination of shuttle information included in tabloid and on Fair map mailed to 14,000 subscribers of local newspaper
- Shuttle and Parking signage
- Liason with County facilities management for off-site parking
- Public liability insurance coverage
- Associated overhead costs

The El Dorado County Fair and El Dorado County Transit Authority would acknowledge the El Dorado County Air Quality Management District as providing funding for this service in all advertisements and press releases.

PROJECT ORGANIZATION/BACKGROUND

Project Organization

El Dorado County Transit Authority (hereafter referred to as "El Dorado Transit") will administer the EDCAQMD contracts; off-site parking agreements, public liability insurance, vehicle maintenance and support, shuttle vehicles, Transit Drivers and appropriate staffing to assure public safety.

Background

El Dorado Transit has provided transportation services as the public transit operator for the Western Slope of El Dorado County since 1975. Established as a Joint Powers Agency with the County of El Dorado and the City of Placerville, El Dorado Transit provided 337,934 trips during fiscal year 2005/2006. Transportation is provided to the community in the form of local fixed routes; curb-to-curb Dial-A-Ride; Sac-Med non-emergency medical transportation; Complementary Paratransit in Placerville; commuter routes from Placerville to downtown Sacramento; commuter routes to Sacramento Light Rail in Folsom and contracted transportation for social service agencies.

El Dorado Transit is experienced in shuttle service. The agency has provided annual shuttle service for the El Dorado County Fair since 1990. The 2006 Fair Shuttle provided 13,606 passenger trips over four (4) days of operation. El Dorado Transit has also provided an Apple Hill® Shuttle each year from 1988 through 2000 and 2004 through 2006. The 2006 Apple Hill® Shuttle provided 9,950 passenger trips.

Seventy eight (78) employees provide transportation services fourteen and one-half (14 ½) hours a day Monday through Friday and limited weekend hours. All components necessary to provide public transportation are housed within the Transit Operating Base and Maintenance Facility at 6565 Commerce Way Diamond Springs, California. El Dorado Transit maintains and schedules a fleet of fifty-six (56) vehicles, including wheelchair accessible mini-vans; 22, 37 and 45 passenger lift-equipped buses; one (1) mobile mechanics' truck and seven (7) staff vehicles. In-house services include operations; dispatching; trip planning and scheduling; vehicle maintenance; transit planning; marketing and full administrative support.

El Dorado Transit management, drivers and staff have a distinguished level of commitment and competence in providing efficient public transportation to the residents of the Western Slope of El Dorado County. Fifteen (15) Transit Drivers received Safe Driving Awards for fiscal year 2005/2006. Management and supervisory employees have completed the accredited Paratransit/Transit Management Program.

EMISSION BENEFITS/COST EFFECTIVENESS

Inputs to calculate cost-effectiveness:

Funding Dollars (**Funding**): \$25,200
 Effectiveness Period (**Life**): 1 year
 Days of operation/year (**D**): 4
 Ridership (**R**): 4,214 (avg. daily riders from 2003 through 2006)
 Annual Shuttle VMT (**VMT**): 2,039 miles (total service miles reported from 2006)
 Adjustment (**A**) on Auto Trips: 0.83 (default)
 Auto Trip Length (**L**): 16 miles, one way (default)
 Adjustment (**AA**) for Auto Access to and from Shuttle: 0.75 (default)
 Trip Length (**LL**) for Auto Access to and from Shuttle: 5 miles (default)

Emission Factor Inputs for Auto Travel (from Table 3A)

	Auto Trip End Factor	Auto VMT Factor
ROG Factor	1.143 g/trip	0.424 g/mile
NOx Factor	0.612 g/trip	0.538 g/mile
PM10 Factor	0.008 g/trip	0.218 g/mile

Note: Used 1-5 year emission factors from Table 3 and "average" auto trip end factors.

Emissions Factor Inputs for Shuttle Travel (from Table 7, ULEV, 10,001-14,000 lbs)

	Shuttle VMT Factor
ROG Factor	0.23 g/mile
NOx Factor	1.29 g/mile
PM10	0.27 g/mile

Calculations:

$$\begin{aligned}
 \text{Annual Auto Trips Reduced} &= [(D)*(R)*(A)]*[1-(AA)] \\
 &= [4*4,214*0.83]*[1-0.75] \\
 &= 13,990*0.25 \\
 &= \mathbf{3,498 \text{ trips/year}} \\
 \text{Annual Auto VMT Reduced} &= [(D)*(R)*(A)]*[L-(AA*LL)] \\
 &= [4*4,214*0.83]*[16-(0.75*5)] \\
 &= 13,990*12.25 \\
 &= \mathbf{171,378 \text{ miles/year}}
 \end{aligned}$$

WORK STATEMENT

<u>TIME LINE</u>	<u>PHASE</u>
<u>2007</u>	
July	Effective date of contract between El Dorado County Air Quality Management District and El Dorado County Transit Authority
<u>2008</u>	
January	Meet with El Dorado County Fair Association to plan shuttle schedules & advertisement plans. Coordinate with County facility managers regarding off-site parking.
April	Update web sites with shuttle and EDCAQMD information. Begin sending out press releases regarding the free shuttle times and locations and funding provided by EDCAQMD.
May	Plan and purchase advertisements for Shuttle and EDCAQMD information.
June	Create map and insert for local newspaper.
June	Provide four (4) days of shuttle service for annual County Fair, June, 12 - 15, 2008.

FUNDING REQUEST/BREAKDOWN OF COST

Funding Request

El Dorado County Transit Authority (EDCTA) is requesting an allocation of \$25,200 of AB2766 DMV Surcharge funds to this project. This funding will provide for four (4) days of shuttle service with six (6) transit vehicles.

Breakdown of Cost

Item/Service	Cost	Funding Source
Contracted Shuttle Service	\$28,000	AB2766, El Dorado County Fair Association
Total Project Cost	\$28,000	

MATCHING FUNDS

Services	Matching Funds	Source
Operational Costs of Shuttle, Advertising	\$2,800	El Dorado County Fair Association
Total Matching Funds	\$2,800	

IN-KIND MATCH

Services	Matching Funds	Source
Not Applicable	Not Applicable	Not Applicable
Total Matching Funds		

SCHEDULE OF DELIVERABLES/MONITORING PROGRAM

DELIVERABLES:

Parking shuttle service to the El Dorado County Fairgrounds from three (3) off-site parking areas during the Fair's hours of operation on the following dates:

Thursday, June 12, 2008 through Sunday, June 15, 2008.

MONITORING:

El Dorado County Transit Authority (EDCTA) will submit one (1) project report to EDCAQMD on the overall usage and passenger boarding statistics. Sample Form of project report is included in Appendix B for review.

APPENDIX A

El Dorado County Transit Authority

Excerpts from:

Methods to Find Cost-Effectiveness of Funding Air Quality Projects, May 2005

Vanpools and Shuttles

Project definition: Projects are commuter vanpools; tourist or shopping shuttles; or rail feeders to work sites, homes, or schools. Services are operated by transit agencies, local governments, transportation management associations (TMAs), private businesses, etc. In most cases, the shuttle service must reduce long-distance auto trips or be a cleaner vehicle in order to reduce emissions cost effectively.

How emissions are reduced: Emission reductions result from the decrease in emissions associated with auto trips replaced by the vanpool or shuttle service after adjusting for the increase in emissions associated with the shuttle vehicle itself and auto access trips.

Need to know:

Funding dollars

Number of operating days per year

Average daily ridership of new service (usually less than 100% occupancy)

Average length of auto trips replaced

Percent of riders who drive to the vanpool or shuttle service

Daily VMT for the new shuttle service

Inputs	Default	Units	Comments
<i>For the Vanpool/Shuttle</i>			
Funding Dollars (Funding)		dollars	
Effectiveness Period (Life)	1	years	Years project is funded.
Days (D)	250	days (of operation)/year	Suggested defaults are weekday vanpools - 250 days, weekday shuttles - 260, daily services - 365 days, school services - 180 to 200 days
Ridership (R)		total trips (riders)/day	One-way trips by riders (or number of boardings) per day
Annual Van/Shuttle VMT (Van VMT)		annual miles	
<i>For Auto Travel Reduced</i>			
Adjustment (A) on Auto Trips	0.83		This factor equals the portion of riders who did NOT previously use transit, vanpools, or carpools. The default (0.83) is the adjustment for long-distance, commuter vanpool service. For new rail feeders, use 0.3 for the adjustment factor A.
Auto Trip Length (L)	35	miles one direction/trip	Suggested defaults are vanpools - 35 mi., shuttle trips - 16 mi.

Inputs	Default	Units	Comments
<i>For Auto Travel Added to Access Vanpool/Shuttle</i>			
Adjustment (AA) for Auto Access to and from vanpool/shuttle	0.75		Enter the percentage of riders who drive to the vanpool/shuttle service. The default (0.75) is for long-distance vanpools. For rail feeders, use 0.5..
Trip Length (LL) for Auto Access to and from vanpool/shuttle	5	miles one direction/trip	The default (5 mi) is for long-distance van pools. For rail feeders, use 2 mi.

Emission Factor Inputs for Auto Travel

	Default	Units	Default	Units
	Auto Trip End Factor		Auto VMT Factor	
ROG Factor	1.719	grams/trip	0.470	grams/mile
NOx Factor	0.721	"	0.602	"
PM10 Factor	0.014	"	0.218	"

For auto emission factors, see Emission Factors Menu, Tables 3 and 3A. For projects with a 1-year life, use Table 3A. For projects with a life of 2-20 years, use Table 3. Defaults are for a 1-year project (2004), Table 3A.

Emission Factor Inputs for Van/Shuttle Travel

	Example	Units
	Van VMT Factor	
ROG Factor	0.14	grams/mile
NOx Factor	0.20	"
PM10 Factor	0.27	"

To select emission factors for van / shuttle travel:

- For model years 1995-2003, refer to Table 7, "Medium-Duty Emission Factors for Vanpools/Shuttles".
- For model years 2004+, refer to Table 2, "Cleaner Vehicle Emission Factors".

Example is for a medium-duty van (weight 8,501 - 10,000 lbs), certified as an ultra-low-emission vehicle (ULEV), model year 2004.

Formulas	Units
Annual Auto Trip Reduced = [(D) * (R) * (A)]*[1-(AA)]	trips/year
Annual Auto VMT Reduced = [(D) * (R) * (A)]* [(L) - (AA)*(LL)]	miles/year
Annual Emission Reductions (ROG, NOx, and PM10) =	lbs/year
$\begin{aligned} & [(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) \\ & + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor}) \\ & - (\text{Van VMT}) * (\text{Van VMT Factor})] / 454 \end{aligned}$	
Capital Recovery Factor (CRF) =	$\frac{(1 + i)^n (i)}{(1 + i)^n - 1}$

where: i = discount rate (Assume 3 percent)
 n = project life

Cost-Effectiveness of
Funding Dollars = (CRF * Funding) / (ROG + NOx + PM10) dollars/lb

*Note: The Federal Highway Administration requests that emission reductions from CMAQ projects be reported as kilograms/day. The conversion is
(lbs per year) / [(2.2) * (365)] = kilograms/day*

Suburban Vanpool/Carpool Park-and-Ride Lots **(Method Variation)**

Provision of park-and-ride lots may encourage the formation of vanpools and carpools. The emission reduction benefits from park-and-ride lots can be calculated using the above Vanpools and Shuttles methodology plus the following calculation to estimate Ridership (R).

Ridership (R) = (Parking)*(Lot Utilization)*(2 commute trips/day)

Where:

Parking is the number of parking spaces for a new parking lot or the number of added spaces to an existing lot. **Lot Utilization** is the estimated lot utilization rate from monitored data OR use 0.75 as a default. Also, when using the vanpool/shuttle methodology for park-and-ride lots, the default for Adjustment (AA) for Auto Access to and from vanpool/shuttle should be 0.9 instead of 0.5.

Table 3A Average Auto Emission Factors
For use with projects with a 1-year project life
(Fleet of Light-Duty Passenger Vehicles, Light-Duty Trucks, and Motorcycles)

Analysis Period or Project Life	1 Year 2003	1 Year 2004	1 Year 2005
ROG			
VMT (g/mile)	0.523	0.470	0.424
commute trip ends (g/trip end)	1.873	1.719	1.577
average trip ends (g/trip end)	1.364	1.249	1.143
NOx			
VMT (g/mile)	0.686	0.602	0.538
commute trip ends (g/trip end)	0.769	0.721	0.675
average trip ends (g/trip end)	0.695	0.649	0.612
PM10			
VMT (g/mile)	0.218	0.218	0.218
running exhaust only (g/mile)	0.013	0.013	0.013
tire and brake wear (g/mile)	0.021	0.021	0.021
road dust (g/mile)	0.184	0.184	0.184
commute trip ends (g/trip end)	0.014	0.014	0.014
average trip ends (g/trip end)	0.008	0.008	0.008
CO			
VMT (g/mile)	6.190	5.590	5.060
commute trip ends (g/trip end)	16.291	15.008	13.851
average trip ends (g/trip end)	11.834	10.878	10.022

Source: EMFAC2002, Version 2.2 (Apr03), statewide, average annual emissions, light-duty cars and trucks plus motorcycles. The rate summary model output report (rts) used for commute trip end calculations is based on temperature 75 degrees F and 50% humidity. The VMT factors equal running exhaust plus running losses divided by daily VMT. The average trip end factors equal statewide start emissions plus hot soak emissions divided by daily trips.

The commute trip end factors are based on an "off-model" calculation that equals statewide start emissions for a commute-type pre-start soak distribution plus hot soak emissions divided by daily trips. The commute trip end factors do not reflect the soak distribution used in EMFAC2002. Instead, the factors are calculated using a special commute-type pre-start soak distribution based on an analysis of the 1991 Statewide Travel Survey for all day home-work and work-home trips.

PM10 VMT factor includes motor vehicle exhaust, tire wear, brake wear, and entrained road dust. The road dust portion of the PM10 factor is based on U.S. EPA's Compilation of Air Pollutant Emission Factors (AP-42, January 1995). Silt loading and vehicle weight data used as inputs to EPA's equation are from Improvement of Specific Emission Factors (BACM Project No. 1), Final Report, Midwest Research Institute, March 1996. Vehicle trip reductions may have little, if any effect on road dust emissions from high volume facilities thought to be in equilibrium, i.e., the dust is fully entrained due to the heavy traffic. The road dust PM10 factor, however, may be multiplied times total VMT reductions as it has been scaled down to reflect emissions from lower-volume local and collector roads only.

NOTES: (1) The factors do not include medium-duty vehicles (5751 to 8500 GVW); however, emissions from medium-duty vehicles used as passenger vehicles have an insignificant effect on the average emission factor (1% or less) when added to the emission factors given for light-duty vehicles. (2) Light-duty vehicle emission standards require progressively cleaner fleet average emissions. This accounts for the gradual decrease in fleet average emission factors over time.

TO USE THE TABLE to find annual emissions related to travel: 1) select the time period that corresponds to the life of project, 2) multiply annual miles traveled by the VMT factor, 3) multiply the annual number of trips by the trip end factor, 4) add VMT emissions to trip end emissions, 5) divide by 454 grams/lb to get lbs of emissions per year, 6) repeat for each pollutant. (Note: Use the commute trip end factor when analyzing work trips. Use the average trip end factor when analyzing a variety of trip types. The VMT factor is the same in both instances.)

APPENDIX B

El Dorado County Transit Authority

Sample Form of Project Report

AB2766 PROJECT REPORT

Project Name: El Dorado County Fair Shuttle 2008

EDCAQMD Contract No. _____

Reporting Period: June 12-15, 2008

DAY	PASSENGER BOARDINGS	TOTAL PASSENGER TRIPS
Thursday, June 12th		
Friday, June 13th		
Saturday, June 14th		
Sunday, June 15th		
TOTALS		

APPENDIX C

El Dorado County Transit Authority

Letters of Support



2828 Easy Street Suite 1 Placerville CA 95667 tel:530.642.5260 fax:530.642.5266 www.edctc.org

April 3, 2007

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

Dear Ms. McTaggart,

The El Dorado County Transportation Commission (EDCTC) supports the El Dorado County Transit Authority (EDCTA) request for AB 2766 grant program funds to continue operation of a shuttle for the El Dorado County Fair in June, 2008. El Dorado Transit has operated annual shuttle service for the Fair since 1990. In June 2006 the shuttle provided 13,606 passenger trips over the four days of the Fair.

As the Regional Transportation Planning Agency for El Dorado County, EDCTC strives to improve transportation options for area travelers. One of the overall goals identified in the EDCTC Regional Transportation Plan is to provide effective, convenient, coordinated transit service that serves employment centers, activity centers and facilities, and offers a viable option to single occupant vehicle travel. The weekend shuttle will provide a convenient, pleasant alternative to traveling by automobile, which typically places visitors in heavy traffic, waiting for available parking in overcrowded lots.

The Fair shuttle offers passengers the convenience of reduced drive times subsequently reducing congestion and lowering emissions related to excessive idling. By providing alternative transportation, the shuttle reduces traffic congestion on Forni Road and Placerville Drive in addition to providing congestion relief to State Highway 50 west of Placerville.

We strongly recommend that the El Dorado County Air Quality Management District approve the EDCTA grant for the implementation of this project. The shuttle meets the objectives of the grant program and will greatly enhance travel to the County Fair.

Sincerely,

Kathryn Mathews, AICP
Executive Director

Cc: Mindy Jackson, Transit Director
El Dorado County Transit Authority



Still Finding Gold In El Dorado County

March 1, 2007

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

Dear Ms. McTaggart,

The El Dorado County Chamber of Commerce fully supports the El Dorado County Transit Authority (EDCTA) request for AB 2766 grant program funds to continue operation of a shuttle for the El Dorado County Fair in June, 2008. El Dorado Transit has operated annual shuttle service for the Fair since 1990. In June, 2006 the shuttle provided 13,606 passenger trips over the four days of the Fair.

The El Dorado County Chamber of Commerce is an organization of businesses and individuals devoted to preserving the quality of life in El Dorado County by advocating and promoting a strong, healthy and diverse business community. With programs designed to expand our existing business base and to attract new, clean industry, the Chamber helps to ensure that the business opportunities and quality of life we know today may be sustained through future generations. The Fair shuttle will provide a convenient, pleasant alternative to traveling by automobile, which typically places visitors in heavy traffic, waiting for available parking on or near the Fairgrounds.

The Fair shuttle offers passengers the convenience of reduced drive times subsequently reducing congestion and lowering emissions related to excessive idling. By providing alternative transportation, the shuttle reduces traffic congestion on Forni Road and Placerville Drive in addition to providing congestion relief to State Highway 50 west of Placerville.

We strongly recommend that the El Dorado County Air Quality Management District approve the EDCTA grant for the implementation of this project. The shuttle meets the objectives of the grant program and will greatly enhance travel to the Fair.

Sincerely,

A handwritten signature in cursive script that reads "Laurel Brent-Bumb".

Laurel Brent-Bumb, ACE
Chief Executive Officer
El Dorado County Chamber of Commerce

EL DORADO COUNTY CHAMBER OF COMMERCE

542 Main Street, Placerville, California 95667
(530) 621-5885 (800) 457-6279 Fax (530) 642-1624