

**FUNDING AGREEMENT NO. 010-DMV-08/09-BOS
WITH EL DORADO COUNTY DEPARTMENT OF GENERAL SERVICES...**

This Agreement No. 010-DMV-08/09-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 DEPARTMENT OF GENERAL SERVICES**, a political subdivision of the State of California (hereinafter referred to as "COUNTY");

W I T N E S S E T H:

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

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

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

1. PROJECT

COUNTY shall perform all activities and work necessary to complete the Transportation Enhancement (TE) funding match of the Class I Bike Path along the SMUD Corridor Project (hereinafter referred to as "Project") set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. COUNTY 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. COUNTY represents that COUNTY 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 2008-2009.

2. PERIOD OF PERFORMANCE/TIMETABLE

COUNTY 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, COUNTY 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. COUNTY shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

3. TERM

The term of this Agreement shall be for the period of July 1, 2008 through December 31, 2009 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the COUNTY the sum of TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) as follows:

COUNTY 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 COUNTY, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, COUNTY agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to COUNTY. The AQMD is not obligated to pay COUNTY for administrative costs exceeding five percent of the actual total cost of the Project.

Exhibit "A" makes references to funding request of fifty nine thousand dollars and no cents (\$59,000.00); however this Agreement is funding twenty five thousand dollars and no cents

(\$25,000.00). The total obligation of the AQMD under this Agreement SHALL NOT EXCEED TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00).

A. **PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse COUNTY quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to COUNTY by the AQMD upon submission and evaluation of the COUNTY'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 COUNTY 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 COUNTY within forty five (45) calendar days of verification.

The amount to be paid to COUNTY 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 COUNTY. The COUNTY 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, COUNTY 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 COUNTY'S performance of services under this Agreement shall be borne exclusively by COUNTY.

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 COUNTY. 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 COUNTY the repayment to the AQMD of any funds disbursed to the COUNTY under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The COUNTY 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 COUNTY 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

COUNTY 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 COUNTY'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 COUNTY to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify COUNTY against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by COUNTY, whether for

damage to or loss of property, or injury to or death of COUNTY'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 COUNTY.

10. AUDITS AND INSPECTIONS

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

COUNTY 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), COUNTY shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

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:

COUNTY

El Dorado County
 Department of General Services
 3000 Fairlane Court, Suite 1
 Placerville, CA 95667
 Attn: George Sanders
 Interim Director, Department of General Services

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 COUNTY'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that COUNTY 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

COUNTY 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 COUNTY 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.

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 COUNTY Officer or employee with responsibility for administration of this Agreement is George Sanders, Interim Deputy 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

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.

AGREEMENT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5-29-08

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

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 5-29-08

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

By:  Dated: May 30, 2008

**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.

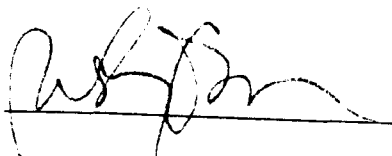
COUNTY
EL DORADO COUNTY
DEPARTMENT OF GENERAL SERVICES

AQMD
EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT

Date: 5/29/08

Date: 7-1-08

By: 
George Sanders,
Interim Director
General Services Department

By: 
Chair **RUSTY DUPRAY**

Attest:
Cindy Keck,
Clerk of the Board

Date: 7-1-08

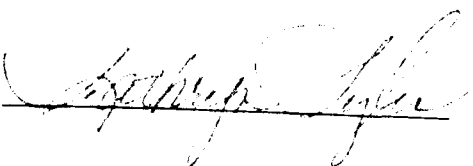
By: 

EXHIBIT "A"

PROPOSAL

EXHIBIT SUMMARY SHEET (Cover)

Applicant: El Dorado County/ Department of General Services - Division of Airports/
Parks/Grounds

Contact Person: Jordan Postlewait – Manager of Airports, Parks and Grounds

Address: 3000 Fairlane Court Suite 1, Placerville, CA. 95667

Telephone #: (530) 621-53330

FAX # (530) 295-2540

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$ 109,000	\$295,000 (State Transportation Improvement Program (STIP) Transportation Enhancements(TE)	\$	\$ 404,000
TOTAL	\$ 109,000	\$ 295,000	\$	\$ 404,000

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$59,000	\$295,000 \$50,000 (EDCTC Bike/Ped Transportation Development Act Funds)	\$	\$
TOTAL	\$59,000	\$345,000	\$ N/A	\$404,000

Estimated Emission Reductions/Cost-Effectiveness	As Proposed	Alternate Funding Level
	Useful Life of Project (years)	20 years
Total Lifetime Emissions Reduced (lbs. Of ROG, Nox, PM-10)	1,880 lbs reduced	
Annualized Cost-Effectiveness (total project costs)	300 \$/lb	
Annualized Cost-Effectiveness (AQMD Funded project costs)	81 \$/lb	44 \$/lb

Brief Project Description: This DMV grant application is for the development of a .56 mile segment of Class I Bike path to be located within a power line easement (operated by the Sacramento Municipal Utility District), between El Dorado Hills Blvd. and Silva Valley Parkway in El Dorado Hills. The project includes preparation of environmental work, construction documents and construction. This is Phase I of the project. Ultimately it would link to the west with the City of Folsom and to the east with the Town of Rescue.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: EDC Department of General Services – Division of Airports, Parks, and Grounds

Please complete and attach this checklist with your application.

√	Exhibit Summary Sheet (Cover) - page	i
√	Request for Proposal Contents Checklist (Second Page) - page	ii
√	Authorization Letter/Resolution – page	iii
√	Project Description – page	1
√	Project Organization/Background – page	2
√	Emission Benefits/Cost Effectiveness – page	3
√	Work Statement – page	6
√	Funding Request/Cost Breakdown – page	6
√	Matching Funds – page	11
√	Schedule of Deliveries/Self-Monitoring Program – page	12
√	Local TPA Review (When Applicable) – page	N/A
√	2 Copies of Proposal	



The County of El Dorado

Department of General Services

George Sanders, Interim Director

Airports Parks & Grounds Division

Jordan Postlewait, Manager

Phone (530) 621-5330 Fax (530) 295-2540

March 14, 2008

Marcella Mc Taggart, APCO
El Dorado County Air Quality Management District
2850 Fairlane Court, Bldg C
Placerville, CA. 95667

Re: AB2766 Grant Application – FY 2008-2009
El Dorado County Department of General Services – Airports Parks and Grounds Division

Dear Ms. Mc Taggart,

I hereby authorize Jordan Postlewait, General Services, Manager of Airports, Parks and Grounds to submit a grant application for AB2766 DMV Surcharge funds for the environmental documentation, design and construction of a Class 1 Bike Path along the SMUD power line corridor between Silva Valley Road and El Dorado Hills Boulevard in El Dorado Hills.

We would appreciate your consideration of this application. If the grant is awarded for the bike path it will aid in the reduction of vehicle emissions by providing residents an alternative transportation option. The General Services Department anticipates receiving Transportation Enhancement funding for this project from the California Transportation Commission in May 2008 and this grant would be the funding match for that grant.

If you have any questions, please contact me @ (530) 621- 5785.

Sincerely:

A handwritten signature in black ink, appearing to read "George Sanders".

George Sanders
Interim Director

Project Description

The project is located in El Dorado Hills within a power line easement operated by the Sacramento Municipal Utility District between El Dorado Hills Blvd and Silva Valley Parkway. Proposed improvements would include an 8 foot wide paved Class I bicycle path with a two foot shoulder on one side and a four foot shoulder on the other side. The shoulders would serve to accommodate pedestrians and equestrians. The total length for the proposed improvements would be approximately 3,000 linear feet. Removable bollards and fencing would be placed at the project entrances to prevent unwanted vehicle traffic.

The project will help reduce vehicular traffic (and improve emissions) by providing additional opportunities for bicyclists and pedestrians, who would otherwise use vehicles. It serves to improve safety along Silva Valley Parkway and El Dorado Hills Blvd. by getting bicyclists and pedestrians off of the street and on to Class 1 trails. The project also provides a short cut for bicyclists and pedestrians wishing to get to and from Silva Valley Parkway and El Dorado Hills Blvd. and helps reduce traffic on these two main thoroughfares. In addition, the project provides non vehicular links between Stonegate Village and Serrano to the east and Governor's Village to the west.

The trail segment associated with this grant application is for Phase I of the project. Ultimately, the plan would be to continue to the trail west to Folsom, CA and east to Rescue, CA.

The project has the support of the El Dorado Hills Community Service District (property owner) and the Sacramento Municipal Utility District (operator of easement).

Project Organization/Background

El Dorado County's General Services Department, Division of Airports, Parks and Grounds is the agency responsible for providing park and recreation opportunities (including trails) throughout the County. The Division works closely with the Parks and Recreation Commission and other recreation providers in the community. The need for this particular project came about through discussion with the County's District 1 Supervisor, the Park and Recreation Commission, El Dorado Hills Community Services District and other interested parties. In order to fund this project, the Division applied for State Transportation Improvement Program (STIP) Transportation Enhancements (TE) funds through the El Dorado County Transportation Commission (EDCTC). On February 7, 2008 the EDCTC awarded \$295,000 for the project; however the entire cost of the project is estimated at \$404,000. An additional \$109,000 is needed (\$48,000 of which would serve as the required match for the TE funding).

The County's Airports Parks and Grounds Division of General Services has recent experience in delivering similar projects. In 2007, they oversaw the design and construction of the eastern extension of the El Dorado Trail, which included a 1.5-mile section of Class I trail located within the Michigan-California railroad alignment now owned by the County. That project included State funding (Proposition 12) as well as AB2766 DMV Surcharge Funding.

AB2766 DMV Surcharge Funding was also awarded to another trail project being prepared by the Division; The Sacramento Placerville Transportation Corridor Project between Forni Road and Missouri Flat Road. That project is anticipated to go to construction in the summer of 2008 and also includes STIP Transportation Enhancements funding.

The proposed project will utilize professional consultants including civil engineers and paving contractors to design and construct this project. The qualifications of these firms including checks on appropriate licenses and insurance will be evaluated through a Request for Proposal (for the engineers) and a competitive bid process for the contractor.

Emission Benefits/ Cost Effectiveness

Bicycle Facilities

Project definition: Bicycle paths (Class 1) are targeted to reduce commute and other non-recreational auto travel. Class 1 facilities are paths that are physically separated from motor vehicle traffic. This construction of this proposed Class 1 Bike Path will meet Caltrans' standard.

How emissions are reduced: Emission reductions will result from the decrease in emissions associated with auto trips replaced by bicycle trips for commute or other non-recreational purposes.

Need to know:

Inputs	Default	Units	Comments
Funding Dollars (Funding)		Dollars	
Effectiveness Period (Life)	20	Years	Class 1 projects - 20 years
Days (D)	307	Days of use/year	Assumes 58 rain days, per National Weather Service.
Average Length (L) of bicycle trips	1.8	Miles per trip in one direction	National Personal Transportation Survey Estimate
Annual Average Daily Traffic (ADT)	22,660	Trips per day	Two-direction traffic volumes on roadway parallel to bike project (Green Valley Road – per DOT website).
Adjustment (A) on ADT for auto trips replaced by bike trips from the bike facility.	.0014		See Adjustment Factors table on the next page. Adjustments are based on facility class, ADT, project length, and community characteristics.
Credit (C) for Activity Centers near the project.	.001		See Activity Centers table on the next page.

ADJUSTMENT FACTORS				
BIKE FACILITY CLASS	AVERAGE DAILY TRAFFIC (ADT)	LENGTH OF BIKE PROJECT (one direction)	ADJUSTMENT FACTORS FOR CITIES WITH POP. ≥ 250,000 and non-university towns < 250,000	ADJUSTMENT FACTORS FOR UNIVERSITY TOWNS WITH POP. < 250,000
Class 1 (bike path) & Class 2 (bike lane)	ADT ≤ 12,000 vehicles per day	≤ 1 mile	.0019	.0104
		>1 & ≤ 2 miles	.0029	.0155
		> 2 miles	.0038	.0207
Class 1 (bike path) & Class 2 (bike lane)	12,000 < ADT ≤ 24,000 vehicles per day	≤ 1 mile	.0014	.0073
		>1 & ≤ 2 miles	.0020	.0109
		> 2 miles	.0027	.0145
Class 2 bike lane	24,000 < ADT ≤ 30,000 vehicles per day Maximum is 30,000	≤ 1 mile	.0010	.0052
		>1 & ≤ 2 miles	.0014	.0078
		> 2 miles	.0019	.0104

When evaluating the impact of a new bike project, it is important to consider the location of the bike facility. What types of destinations are accessible from the project? How many of these activity centers are within one-half mile of the facility? How many are within a quarter of a mile? Examine the activity centers in the vicinity of the project and compare them to the list below. Select the credit factor that corresponds to the number of activity centers in the surrounding area.

ACTIVITY CENTERS CREDITS		
<i>Types of Activity Centers: Bank, church, hospital or HMO, light rail station (park & ride), office park, post office, public library, shopping area or grocery store, university or junior college.</i>		
Count your activity centers. If there are...	Credit (C) Within 1/2 mile	Credit (C) Within 1/4 mile
Three (3)	.0005	.001
More than 3 but less than 7	.001	.002
7 or more	.0015	.003

Emission Factor Inputs for Auto Travel				
	Default	Units	Default	Units
	Auto Trip End Factor		Auto VMT Factor	
ROG Factor	1.020	grams/trip	0.266	grams/mile
NOx Factor	0.458	"	0.319	"
PM10 Factor	0.016	"	0.219	"

For average auto emission factors, see Table 3. Use factors that correspond to the life of the project: 11-15 year factors for Class 2 facilities and 16-20 year factors for Class 1 facilities. Defaults are for a project life of 15 years.

Formulas**Units**

$$\text{Annual Auto Trip Reduced} = (D) * (ADT) * (A + C)$$

$$307 * 22,660 * (.0014 + .001)$$

16,695 trips/year

$$\text{Annual Auto VMT Reduced} = (\text{Auto Trips}) * (L)$$

$$16,695 * 1.8$$

30,051 miles/year

$$\text{Annual Emission Reductions (ROG, NOx, and PM10)} =$$

$$\begin{aligned} & [(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) \\ & + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor})] / 454 \end{aligned}$$

$$\text{ROG: } ((16,695 * .866) + (30,051 * 0.229)) / 454 =$$

47 lbs./year

$$\text{NOx: } ((16,695 * 0.387) + (30,051 * 0.269)) / 454 =$$

32 lbs./year

$$\text{PM10: } ((16,695 * 0.016) + (30,051 * 0.219)) / 454 =$$

15 lbs./year

$$\text{Capital Recovery Factor (CRF)} = \frac{(1+i)^n (i)}{(1+i)^n - 1} = 0.07$$

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

Cost-Effectiveness of

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

$$0.07 * \$109,000 / (47 + 32 + 15) = 81.17 \text{ \$/lb.}$$

Note 1: Because ADT represents vehicles passing a single point, it may neglect vehicles that travel only a short distance on the corridor and, as a result, underestimate total vehicle trips. Therefore, the number of vehicles diverted to bicycles may be underestimated in this method. If actual vehicle trips in the corridor are known, this number should be used in place of ADT.

Note 2: Bicycle usage data is limited. From the data currently available, a positive correlation has been observed between the percentage of an area's arterials that have full width bike lanes, and the percentage of commuters who bike to work. Simply put, more bike lanes are associated with more bike commuting. More specifically, for an area with a given ratio of bike lanes to arterials, we observe that roughly one-fourth of that ratio is equal to the percentage of commuters that bike to work. More research and data are needed to confirm this relationship and to clarify the causes of this positive correlation.

Work Statement

PROJECT WORK AND SCHEDULE

PROJECT TASK:	DATE
Begin Environmental Phase	07/01/08
Circulate Draft Environmental Document	10/01/08
Draft Project Report	11/01/08
End Environmental Phase	12/01/08
Begin Design (PS &E) Phase	01/01/09
End Design Phase	06/01/09
Begin Construction	07/01/09
End Construction	10/01/09

Funding Request/ Cost Break Down/ Matching Funds

COSTS (in FY 2007/08 dollars)

DMV Funds Requested	\$ 109,000
Other Funds (Specify)	\$
Matching Funds State or Federal Funds	\$ 295,000 (STIP Transportation Enhancements)
Total Project Cost	\$ 404,000

February 21, 2008

Mr. Jordan Postlewait
 Manager of Airports, Parks and Grounds
 El Dorado County Department of General Services
 3000 Fairlane Court, Suite 1
 Placerville, CA 95667

SUBJECT: FEDERAL TE FUNDING PROGRAMMING

Dear Mr. ^{Jordan} Postlewait:

As you are aware, El Dorado County Transportation Commission (EDCTC) recently concluded a Call for Projects, ancess for Federal Regional Transportation Improvement Program (RTIP) in Federal TE funds to El Dorado County General Services Department for construction of a Class I Bike Path on the SMUD corridor in El Dorado Hills between Silva Valley Road and El Dorado Hills Boulevard. We recognize that your project is not being fully funded by RTIP TE funds, and will work with you to fully fund the project with another applicable fund source.

The funds are currently pending approval of the EDCTC RTIP, which is expected in May of 2008. EDCTC is recommending the PA&ED and PS&E phases of this project for programming by the California Transportation Commission (CTC) in fiscal year 2008/09 with construction in 2009/10 (see table). The CTC may change this programming based on statewide priorities. Once the programming has been approved, you will need to submit an "Allocation Request Form" and a "Request for Authorization" to Caltrans Local Assistance before you can begin work on the project. In order to get the earliest start on your project, you should consider submission of your Request for Allocation by the May 23, 2008 Local Assistance deadline which will allow for allocation of funding at the July 2008 CTC meeting. Each project phase must be demonstrated as complete (i.e. signed CEQA/NEPA docs) before submitting an allocation request for the next phase. EDCTC staff will work closely with you to help you obtain timely allocations for your project phases from the California Transportation Commission. The project has also been amended into the Metropolitan Transportation Improvement Program (MTIP) by EDCTC staff, and is currently pending acceptance.

SMUD Corridor Trail Project Programming		
Project Phase	2008/09	2009/10
E&P (PA&ED)	\$15,000	
PS&E	\$29,000	
RAW	N/A	
CON		\$251,000

Sincerely,



Jerry Barton
 Senior Transportation Planner

Enclosure

Schedule of Deliverables/ Self Monitoring Program

	<i>Date</i>
1. Begin Environmental Document.....	07/01/08
2. End Environmental Document.....	12/01/08
3. Begin Plans Specifications and Estimates	01/01/09
4. End Plan Specifications and Estimates	06/01/09
5. Begin Construction	07/01/09
6. End Construction	10/01/09
7. Project Complete or Open for Use.....	11/01/09

Self Monitoring Program

The County will monitor, survey, and provide reports on bicycle ridership on this section of bike path.



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

Councilmembers Representing City of Placerville	Supervisors Representing El Dorado County
Mark Acuna, Chair	Jack Sweeney, Vice Chair
Robby Colvin	Helen Baumann
Carl Hagen	Rusty Dupray
Kathryn Mathews, Executive Director	

RESOLUTION 07/08.13

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION APPROVING REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM TRANSPORTATION ENHANCEMENTS, EXCHANGE TRANSPORTATION ENHANCEMENTS, BIKE/PED TRANSPORTATION DEVELOPMENT ACT AND CONGESTION MITIGATION AND AIR QUALITY PROGRAMMING FOR FEDERAL FISCAL YEARS 2007/08 AND 2008/09

WHEREAS, the El Dorado County Transportation Commission (EDCTC) is the responsible agency for transportation planning for the western slope of El Dorado County; and

WHEREAS, it is the responsibility of EDCTC, under the provisions of the Memorandum of Understanding with the Sacramento Area Council of Governments (SACOG), to program and track projects to be funded with Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, EDCTC received fund estimates for El Dorado County's share of CMAQ funding for Federal Fiscal years 2007/08 and 2008/09; and

WHEREAS, EDCTC received the target for El Dorado County's share of Regional Transportation Improvement Program (RTIP) Transportation Enhancements (TE) Funds for programming in the 2008 RTIP; and

WHEREAS, EDCTC released a Call For Projects on October 12, 2007 and received applications for both TE and CMAQ funding from the El Dorado County Department of Transportation, the El Dorado County Department of General Services, the City of Placerville, and SACOG; and

WHEREAS, The City of Placerville's request for \$10,242 in TE Funding is eligible to be funded with Exchange TE funds; and

WHEREAS, The SACOG request for \$15,000 in TE Funding is eligible to be funded with Bike/Ped TDA funds; and

WHEREAS, All the proposed CMAQ projects are eligible for CMAQ funding and provide a legitimate air quality and/or congestion mitigation benefit; and

NOW THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission:

- 1) Approves the programming of the following projects with RTIP TE Funds, Exchange TE Funds and BIKE/PED TDA funds as follows:

/
/
/

City of Placerville	Class I Bike Path – Clay Street to Bedford Avenue	RTIP TE	\$180,000
El Dorado County General Services	Class I Bike Path – El Dorado Hills SMUD Corridor, Silva Valley Road to El Dorado Hills Boulevard	RTIP TE	\$295,000
City of Placerville	Streetlights for the US 50 Operational Improvements project	EXCHANGE TE	\$10,242
SACOG	Regional online bike/pedestrian map and trip planner system	BIKE/PED TDA	\$15,000

2) Approves the programming of \$2,300,000 in CMAQ funds as follows:

El Dorado County DOT	US 50 HOV Lanes from El Dorado Hills Boulevard/ Latrobe Road interchange to the Bass Lake Road interchange	CMAQ	\$2,208,000
SACOG	Spare the Air Program	CMAQ	\$92,000

BE IT FURTHER RESOLVED, that the projects shall be submitted to SACOG for amendment into the MTIP, as applicable.


PASSED AND APPROVED, by the El Dorado County Transportation Commission governing body at the regular meeting held on February 7, 2008, by the following vote:

AYES: Acuna, Baumann, Borelli, Dupray, Sweeney
 NOES: None
 ABSTAIN: None
 ABSENT: Colvin and Hagen

Attest:



 Mark Acuna, Chairperson
 El Dorado County Transportation Commission



 Joni Rice, Secretary to the Commission