

4-1-12  
4-1-14

**City of Placerville**  
**Light Duty Truck Replacement**  
**FUNDING AGREEMENT #533-F1411**

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**THIS AGREEMENT**, 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 **City of Placerville**, (hereinafter referred to as "Grantee");

**WITNESSETH:**

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

**WHEREAS**, AB2766, 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 AQMD has imposed said fee; and

**WHEREAS**, said legislation requires 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**, Grantee has proposed a Project that meets the eligibility criteria of AQMD and that has been approved by AQMD and the Governing Board of AQMD for funding; and

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

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

**ARTICLE I**

**Project:** Grantee shall perform all activities and work necessary to complete the Light Duty Truck Replacement (hereinafter referred to as "Project"); as set forth in Exhibit A, marked "Scope of Work" attached hereto and incorporated herein by this reference. Grantee agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.

Grantee represents that Grantee has the expertise necessary to adequately perform the Project specified in Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. Exhibit A, Scope of Work;
3. Exhibit B, marked "Request for Proposals El Dorado County Air Quality Management District Motor Vehicle Emission Reduction Projects 2014 & 2015" (RFP) released by AQMD, and dated October 25, 2013;
4. Exhibit C, marked "Budget"; and
5. Exhibit D, marked "Proposal."

## **ARTICLE II**

**Period of Performance/Timetable:** Grantee shall commence performance of work and produce all work products in accordance with Exhibit A, Scope of Work unless this Agreement is terminated sooner as provided for in ARTICLE IX, Termination.

Grantee shall submit quarterly performance reports and a comprehensive final report. The quarterly reports shall detail the work performed during the previous quarter; work planned for the next quarter; problems identified, solved, and/or unresolved; and the percentage of each task completed. Quarterly reports shall be due 30 days after the end of the previous calendar quarter. Grantee shall provide AQMD with a comprehensive final written report by February 29, 2016. Said final report shall be complete and shall document the work performed under this Agreement.

## **ARTICLE III**

**Term:** The term of this Agreement shall be effective April 1, 2014, and shall expire on February 29, 2016 unless terminated earlier in accordance with ARTICLE IX, Termination. All eligible project costs, except for final report preparation costs, must be incurred prior to December 31, 2015.

## **ARTICLE IV**

**Compensation:** AQMD will pay Grantee for work completed in accordance with this Agreement the total sum of \$20,000.00 as set forth in Exhibit C, Budget, as follows:

- A. Grantee 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 Grantee, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, Grantee agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to Grantee.

- B. The total obligation of AQMD under this Agreement shall not exceed \$20,000.00.
- C. AQMD is not obligated to pay Grantee for administrative costs exceeding five percent of the actual total cost of the Project.

#### **ARTICLE V**

**Payments:** Advance payments will not be permitted. Payments will be permitted only at which time an equivalent service has been completed. AQMD will reimburse Grantee quarterly, in arrears, after receipt and verification of submitted invoices. Invoices shall be mailed to AQMD at the following address:

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

Payment shall be made by AQMD upon submission and evaluation of Grantee'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 Grantee has satisfactorily completed the work for which compensation is sought, and that the work is in accordance with Exhibit A, Scope of Work, AQMD will issue payment to Grantee within forty five (45) calendar days of verification.

The amount to be paid to Grantee under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by Grantee. Grantee 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, Grantee 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 Grantee's performance of services under this Agreement shall be borne exclusively by Grantee.

In no event shall compensation paid by AQMD to Grantee for the performance of all services and activities under this Agreement exceed the amount set forth ARTICLE IV, Compensation.

Any compensation under this Agreement, which is not expended by Grantee pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to AQMD. Only expenditures incurred by the Grantee in the direct performance of this Agreement will be reimbursed by AQMD. Allowable expenditures under this Agreement are specifically established and included in Exhibit C, Budget.

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

#### **ARTICLE VI**

**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 Grantee thirty (30) days prior written notice.

#### **ARTICLE VII**

**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.

#### **ARTICLE VIII**

**Independent Contractor Liability:** Grantee is, and shall be at all times, deemed as an independent contractor and shall be wholly responsible for the acts of Grantee's employees, associates, and subcontractors, in connection with the implementation of the Project, and in performance of the work, duties and obligations by Grantee under this Agreement.

Grantee 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. AQMD 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 Grantee or its employees. AQMD shall retain the right to administer this Agreement so as to verify that Grantee is performing its obligations in accordance with the terms and conditions thereof.

ARTICLE VIII, Independent Contractor Liability, shall survive any termination of this Agreement.

#### **ARTICLE IX**

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

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

In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of Grantee. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. AQMD shall have the right to demand of Grantee the repayment to AQMD of any funds disbursed to Grantee under this Agreement which in the

judgment of AQMD were not expended in accordance with the terms of this Agreement. Grantee 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.

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, AQMD shall, subject to ARTICLE IV, Compensation, 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, the entire work product produced by Grantee shall be promptly delivered to AQMD.

#### **ARTICLE X**

**Indemnity:** Grantee shall defend, indemnify, and hold AQMD, its Board, officers, agents, and employees 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 acts or omissions of Grantee, its officers, agents, subcontractors or employees in their performance of this Agreement unless such claim, loss, damage, injury or death is the result of the sole or active negligence of AQMD. This duty of Grantee to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

This indemnification obligation shall survive any termination of this Agreement.

#### **ARTICLE XI**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Grantee 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 Grantee in the performance of the Agreement.
- D. Grantee 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. Grantee 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, Grantee 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 Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event Grantee fails to keep in effect at all times insurance coverage as herein provided, 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 AQMD; and
  - 2. The County of El Dorado, 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. Grantee's insurance coverage shall be primary insurance as respects AQMD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by AQMD, its officers, officials, employees or volunteers shall be excess of Grantee's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by AQMD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of El Dorado, AQMD, its officers, officials, employees, and volunteers; or Grantee 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 County of El Dorado, AQMD, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, 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. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- M. In the event Grantee cannot provide an occurrence policy, Grantee 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.
- N. The certificate of insurance shall meet such additional standards as may be determined by the County of El Dorado and AQMD, either independently or in consultation with County's Risk Management Division as essential for protection of the County of El Dorado and AQMD.

## **ARTICLE XII**

**Audits, Inspections and Enforcement:** Grantee shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of Grantee's records and data with respect to the matters covered by this Agreement. Grantee shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure Grantee's compliance with the terms of this Agreement. Grantee shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by Grantee were spent for the reduction of air pollution as provided in AB2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided Grantee pursuant to this Agreement were not spent in conformance with this Agreement, or AB2766 or any other applicable provisions of law, Grantee agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

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

Grantee acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

The obligations set forth in this ARTICLE XII, Audits, Inspections and Enforcement, shall survive any termination of this Agreement.

## **ARTICLE XIII**

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

To AQMD:

El Dorado County  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667

Attn: Dave Johnston  
Air Pollution Control Officer

or to such other location as AQMD directs.

Notices to Grantee shall be addressed as follows:

City of Placerville  
3101 Center Street  
Placerville, CA 95667

Attn: Pierre Rivas  
Director, Development Services Department

or to such other location as Grantee directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify AQMD in writing as provided in ARTICLE XIII, Notices to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Time is of the Essence:** It is understood that for Grantee's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Grantee shall, to the reasonable satisfaction of AQMD, complete all activities provided herein within the time schedule outlined in Exhibit A to this Agreement.

#### **ARTICLE XV**

**Compliance with Applicable Laws:** Grantee shall comply with all federal, State, and local laws and ordinances which are or may be applicable to the Project to be undertaken by Grantee including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria thereunder, prevailing wage and work day definitions where applicable, Government Code Section 8546.7, contracting license requirements and permits.

#### **ARTICLE XVI**

**California Forum and Law:** 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.

#### **ARTICLE XVII**

**Contract Administrator:** The AQMD Officer or employee with responsibility for administration of this Agreement is Dave Johnston, the Air Pollution Control Officer, or successor. The Grantee Officer or employee with responsibility for administration of this Agreement is Pierre Rivas, Director, or successor.

#### **ARTICLE XVIII**

**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.

#### **ARTICLE XIX**

**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.

#### **ARTICLE XX**

**Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County or City of South Lake Tahoe or City of Placerville business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Grantee attests that it has no current business or financial relationship with any AQMD employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. AQMD represents that it is unaware of any financial or economic interest of any public officer or employee of Grantee relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE IX, Termination, herein.

#### **ARTICLE XXII**

**Taxes:** Grantee certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Grantee to El Dorado County or AQMD. Grantee agrees that it shall not default on any obligations to El Dorado County or AQMD during the term of this Agreement.

#### **ARTICLE XXIII**

**Contractor to AQMD:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from AQMD and its staff. It is further agreed that in all matters pertaining to this Agreement, Grantee shall act as

Contractor only to AQMD and shall not act as contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Grantee's responsibilities to AQMD during term hereof.

**ARTICLE XXIV**

**California Residency (FORM 590):** Grantee shall submit a Form 590 prior to execution of this Agreement, or seven (7) percent of each payment made to Grantee will be withheld during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

**ARTICLE XXV**

**County Payee Data Record Form:** Grantee shall file a County Payee Data Record Form with El Dorado County, unless Grantee has on file with El Dorado County a Department of the Treasury Internal Revenue Service Form W-9.

**ARTICLE XXVI**

**Binding on Successors:** This Agreement, including all covenants and conditions contained therein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

**ARTICLE XXVII**

**No Third Party Beneficiaries:** Except as otherwise provided in ARTICLE XII, Audits, Inspections and Enforcement, nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXVIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXIX**

**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.

**Requesting Agreement Administrator Concurrence:**

By:   
Dave Johnston  
Air Pollution Control Officer

Dated: 9/12/14

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

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

By: *Norma Santiago* 9-15-14 Dated: 4-1-14  
**Norma Santiago** *Board date*  
Board of Directors  
"AQMD"

Attest:  
James S. Mitrison  
Clerk of the Board

By: *Deputy Clerk* 9-15-14 Dated: 4-1-14  
Deputy Clerk *Board date*

-- CITY OF PLACERVILLE --

By: *Pierre Rivas* Dated: 9/9/14  
Pierre Rivas  
Director  
Development Services Department  
"Grantee"



# City of Placerville

## Exhibit A

### SCOPE OF WORK

#### Materials

- 1) Grantee shall order the replacement partial zero emissions vehicle (PZEV).
- 2) Grantee shall notify AQMD upon delivery of the new vehicle.
- 3) Grantee shall invoice AQMD for the replacement vehicle within 60 days of delivery and acceptance of the vehicle and will provide:
  - a. City's name, address, and tax ID number
  - b. Contract number and the amount
  - c. Original vender invoice
- 4) Grantee shall remove the 1991 Ford F150 out of service and provide AQMD verification of dismantling or destruction of vehicle within 60 days of acceptance of the new vehicle.

#### Acknowledgement

Grantee will acknowledge grant funding by prominently posting the statement, "Funded by a Grant from the El Dorado County Air Quality Management District", on:

- 1) All press releases and marketing activities.
- 2) All printed flyers.
- 3) Signage on the sides of the new PZEV. Signage must be clearly visible from a distance of a minimum of 75 feet.
- 4) City of Placerville Website.

#### Reporting

Quarterly performance reports shall be prepared by grantee and submitted to AQMD 60 days after the end of each calendar quarter during which grant funded activities occurred. Reports must provide sufficient information to allow AQMD to ensure project is on schedule and within parameters approved by AQMD. If no work has been completed during a quarter, contractor shall notify AQMD in writing. Reports shall include:

- 1) Agreement number, contractor name and reporting period.
- 2) Description of work completed arranged according to tasks in scope of work.
- 3) Brief description of work to be conducted during remainder of agreement term.
- 4) Payment request, itemization of expenditures and supporting documentation. Each payment request must document contractor's 20% matching expenditure for project costs.
- 5) Documentation showing the number of vehicle miles traveled.

A final comprehensive project report will be prepared by grantee and submitted to AQMD by February 29, 2016.



**Exhibit B**  
**Request for Proposals**  
**El Dorado County Air Quality Management District**  
**Motor Vehicle Emission Reduction Projects 2014 & 2015**

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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 \$726,000 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 approve proposals, reject proposals, or 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 (a maximum of 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 (2014 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.).

A minimum of twenty percent (20%) of documented expenses on each payment request must 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 project as specified in the agreement. 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 AB 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, 2016.

### Grant Term

The grant term is from the Notice to Proceed date through December 31, 2015. Term may be shortened if all project activities will be completed well in advance of December 31, 2015. All costs must be incurred during this term. The final payment request is due February 28, 2016. 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

Activity	Date
Request for Proposal issued	October 25, 2013
Proposal Deadline (no extensions allowed)	December 2, 9, 2013 at 5PM
Review and Ranking of Applications	December 2013*
Board Receives Proposals, Rankings and Awards Grants	January 2014*
Contract Preparation	February 2014*
AQMD Board Hearing to approve contract	TBD 2014*
Grant Performance Period	Notice to Proceed – December 31, 2015
Final Report and Payment Request Due	February 28, 2016

\* 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 ridership, 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 **May 2013** emission factors found on that same webpage.

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

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

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.

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.

**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  
Michele Weimer  
Community Development Agency  
2850 Fairlane Court  
Placerville, CA 95667  
(530) 621-5670

**Submission of Proposals:**

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. Michele Weimer, Time Critical, Please hand deliver.**

**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. Applicants are not to initiate contact with and lobby AQMD during the project evaluation phase about proposed projects.

**Notification:**

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

**Contract:**

Projects chosen for funding will be required to enter into a contract with AQMD. Attachment 4 is AQMD's standard contract language and insurance requirements for service agreements for review. AQMD may require a proposal to be modified prior to being included as an attachment to a contract to help clarify the project commitment.

# Attachment 1

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## PROJECT SUMMARY

**Applicant:**  
**Contact Person:**  
**Address:**  
**Telephone:**  
**Email:**

**FAX:**

**Project Description:**

<b>Estimated Emission Reductions/Cost-Effectiveness</b>	
Useful Life of Project (years)	
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-10)	
Cost-Effectiveness (total project costs)*	
Cost-Effectiveness (AQMD Funded project costs)*	

\* See Attachment 3 for instructions

<b>Budget Summary</b>	<b>AB 2766 Funds</b>	<b>Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## BUDGET ITEMIZATION

Expand Table as necessary to itemize all expenditures

Line Item	Title/Classification	No. Of Hours	Salary Rate	Benefit %	Total	Total Costs
Personnel						
	Contracts (removal, transportation, disposal)					
	Materials & Supplies					
	Equipment Rental					
	Other Costs					

PROJECT GRAND TOTAL: \$ \_\_\_\_\_

# Attachment 2

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## CONTENTS CHECKLIST

Applicant: \_\_\_\_\_

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- ⑥ Project Summary Sheet (Cover) – page \_\_\_\_\_
- ⑥ Request for Proposal Contents Checklist (Second Page) – page \_\_\_\_\_
- ⑥ Authorization Letter/Resolution page \_\_\_\_\_
- ⑥ Project Description – page \_\_\_\_\_
- ⑥ Project Organization/Background – page \_\_\_\_\_
- ⑥ Emission Benefits/Cost Effectiveness – page \_\_\_\_\_  
(*Must utilize **May 2013** Emission Factors*)
- ⑥ Work Statement – page \_\_\_\_\_
- ⑥ Funding Request/Cost Breakdown – page \_\_\_\_\_
- ⑥ Matching Funds – page \_\_\_\_\_
- ⑥ Schedule of Deliveries/Self-Monitoring Program – page \_\_\_\_\_
- ⑥ Local TRPA Review (If Applicable) – page \_\_\_\_\_
- ⑥ 2 Copies of Proposal – page \_\_\_\_\_

# Attachment 3

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## PROPOSAL EVALUATION CRITERIA

The following criteria are for reference only. AQMD staff will determine a score and make a recommendation to the AQMD Board of Directors. The Board of Directors will make the final award determinations. Applicants must provide sufficient, accurate data to allow AQMD staff to accurately evaluate cost effectiveness. Required data may include time of operation, ridership and vehicle miles traveled. Projects should be designed to achieve the maximum emission reduction at the lowest cost.

### Cost Effectiveness - 90 Points

Cost effectiveness will be determined for total project costs (total of grant funds and matching funds):

<u>Points</u>	<u>\$/Pound of Motor Vehicle Pollutants</u>
90	\$0 - 10/lb.
80	\$10 - 25/lb.
70	\$25 - 50/lb.
60	\$50 - 75/lb.
50	\$75 - 125/lb.
40	\$125 - 200/lb.
30	\$200 - 400/lb.
20	\$400 - 999/lb
10	>\$1000/lb

### Preferred Projects – 10 Points

Points are awarded for projects having benefits in addition to motor vehicle emissions reduction. Additional benefits include reduction of non motor vehicle emissions, such as burning, and projects that improve quality of life for County residents. Projects with additional benefits are:

- Projects that include new technology demonstration and introduction
- Enhanced Transit/Shuttle Service Projects
- Biomass Transport Reduction

If two or more projects receive the same score, priority will be given to the lowest cost project.



# Attachment 4

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## SAMPLE CONTRACT

### FUNDING AGREEMENT NO. #XXX-FXXX

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This Agreement No. XXX-FXXX 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 **XYZ**, (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 AQMD, and the Governing Board of the AQMD has imposed said fee; and

**WHEREAS**, said legislation requires 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 AQMD and that has been approved by AQMD and the Governing Board of 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**

- a) CONTRACTOR shall perform all activities and work necessary to complete the *Project Description* (hereinafter referred to as "Project"); as 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.
- b) 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:
- i) To the text of this Agreement;
  - ii) Proposal to this Agreement; and (Exhibit A)
  - iii) To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released by AQMD and dated October 25, 2013.

2) **PERIOD OF PERFORMANCE/TIMETABLE**

- a) CONTRACTOR shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in Exhibit A, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.
- b) CONTRACTOR shall submit quarterly performance reports and a comprehensive final report. The quarterly reports shall detail the work performed during the previous

quarter; work planned for the next quarter; problems identified, solved, and/or unresolved; and the percentage of each task completed. Quarterly reports shall be due 30 days after the end of the previous calendar quarter. CONTRACTOR shall provide AQMD with a comprehensive final written report by February 28, 2016. 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 January 1, 2014 through December 31, 2015 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, 2015.

**4) COMPENSATION**

a) AQMD will pay CONTRACTOR for work completed in accordance with this Agreement the sum of XXX DOLLARS AND NO CENTS (\$XX) as follows:

i) 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.

ii) The total obligation of AQMD under this Agreement shall not exceed xxx DOLLARS AND NO CENTS (\$xx).

iii) AQMD is not obligated to pay CONTRACTOR for administrative costs exceeding five percent of the actual total cost of the Project.

b) PAYMENTS

i) Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification of submitted invoices. Invoices shall be mailed to AQMD at the following address:

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

Payment shall be made to CONTRACTOR by 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.

ii) 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 Proposal (Exhibit A) attached hereto, AQMD will issue payment to CONTRACTOR within forty five (45) calendar days of verification.

iii) 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. CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

- iv) 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.
- v) It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.
- vi) In no event shall compensation paid by AQMD to CONTRACTOR for the performance of all services and activities under this Agreement exceed the amount set forth in section 4(a) above.

c) 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 AQMD. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal (Exhibit A).

d) CLOSEOUT PERIOD

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

**5) NON-ALLOCATION OF FUNDS**

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient

funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving CONTRACTOR thirty (30) days prior written notice.

**6) INDEPENDENT CONTRACTOR LIABILITY**

- a) CONTRACTOR is, and shall be at all times, deemed as an independent contractor and shall be wholly responsible for the acts of CONTRACTOR'S employees, associates, and subcontractors, in connection with the implementation of the Project, and in performance of the work, duties and obligations by CONTRACTOR under this Agreement.
- b) 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. AQMD 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. AQMD shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
- c) Section 6 shall survive any termination of this Agreement.

**7) TERMINATION**

- a) BREACH OF AGREEMENT
  - i) AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of 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 AQMD; or

- (4) Improperly performed services.
  - ii) In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. AQMD shall have the right to demand of CONTRACTOR the repayment to AQMD of any funds disbursed to CONTRACTOR under this Agreement which in the judgment of AQMD were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.
  - iii) 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
- i) 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, AQMD shall, subject to Section 4 Compensation, 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, the entire work product produced by CONTRACTOR shall be promptly delivered to 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**

- a) CONTRACTOR shall defend, indemnify, and hold AQMD, its Board, officers, agents, and employees 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 acts or omissions of CONTRACTOR, its officers, agents, subcontractors or employees in their performance of this Agreement unless such claim, loss, damage, injury or death is the result of the sole or active negligence of AQMD. This duty of CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.
- b) This indemnification obligation shall survive any termination of this Agreement.

**10) INSURANCE**

- a) 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:
- i) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- ii) 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.



- iii) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by CONTRACTOR in the performance of the Agreement.
- iv) 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.
- v) 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.
- vi) 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 CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, AQMD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- vii) 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 AQMD, and;

- (2) 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.
- viii) CONTRACTOR's insurance coverage shall be primary insurance as respects AQMD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by AQMD, its officers, officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- ix) Any deductibles or self-insured retentions must be declared to and approved by AQMD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AQMD, its officers, officials, employees, and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- x) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to AQMD, its officers, officials, employees or volunteers.
- xi) The insurance companies shall have no recourse against AQMD, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- xii) CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- xiii) 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.

## **11) AUDITS AND INSPECTIONS**

- a) 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 air 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.
- b) 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.
- c) Because this Agreement exceeds Ten Thousand Dollars (\$10,000), this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate

these potential examinations and audits, CONTRACTOR shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

d) The obligations set forth in this section shall survive any termination of this Agreement.

## 12) NOTICES TO PARTIES

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

**CONTRACTOR**

**AQMD**

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

## 13) CHANGE OF ADDRESS

In the event of a change in address for CONTRACTOR's principal place of business, CONTRACTOR's Agent for Service of Process, or Notices to CONTRACTOR, CONTRACTOR shall notify AQMD in writing as provided in Section 12 Notices to Parties, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

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

**15) 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 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, Government Code Section 8546.7, contracting license requirements and permits.

**16) NO THIRD-PARTY BENEFICIARIES**

Except as otherwise set forth herein, 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.

**17) 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.

**18) 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.

**19) CONTRACT ADMINISTRATOR**

The AQMD Officer or employee with responsibility for administration of this Agreement is Dave Johnston, the Air Pollution Control Officer or his successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is *Name*, or his successor.

**20) 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.

**21) 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.

**22) BUSINESS LICENSE**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County or City of

South Lake Tahoe or City of Placerville business license unless exempt under County Code Section 5.08.070.

**23) BINDING ON SUCCESSORS**

This Agreement, including all covenants and conditions contained therein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

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

**Dave Johnston  
Air Pollution Control Officer  
El Dorado County Air Quality Management District**

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

**CONTRACTOR**

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

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

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

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

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

**Name  
Title**

**Ron Briggs,  
Chair  
Board of Directors**

**Attest:  
Jim Mitrisin,  
Clerk of the Board**

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

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

**Exhibit C  
Budget**

**New Partial Zero Emissions Vehicle (PZEV)  
AB 2766 2014 - 2015 Budget Itemization**

Line Item	Title/Classification	No. of Hours	Salary Rate	Total Rate	Total Costs
			Per Hr	Per Hr	
<b>Personnel</b>					
1	None	0	\$0.00		\$0.00
	<b>Subtotal</b>				<b>\$0.00</b>
<b>Materials</b>					
2	New 2014 Partial Zero Emissions Vehicle (e.g. Subaru Forester)		<b>Units</b>		\$20,000.00
	<b>Subtotal</b>				<b>\$20,000.00</b>
<b>PROJECT SUBTOTAL GRANT AMOUNT:</b>					<b>\$20,000.00</b>
<b>Match</b>					
3	Monetary Match				\$5,000.00
<b>PROJECT SUBTOTAL MATCH AMOUNT:</b>					<b>\$5,000.00</b>
<b>PROJECT TOTAL:</b>					<b>\$25,000.00</b>





## City of Placerville

Public Works Department  
3101 Center Street, Placerville, CA 95667  
(530) 642-5250 phone — (530) 642-5568 fax

December 9, 2013

Michele Weimer  
Environmental Management  
2850 Fairlane Court  
Placerville, CA 95667

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

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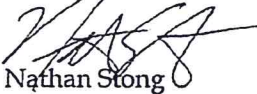
**Subject: AB 2766 2014 & 2015 Motor Vehicle Emission Reduction Project**

Dear Michele & Dave,

Attached please find two copies of the City's proposal to utilize \$20,000 of AB 2766 funds for the purpose of purchasing a replacement low-emissions vehicle. Although running well and with only 97,000 miles on it, the 1991 Ford F150 light-duty truck currently used by the Engineering Division is a good candidate for replacement under this program.

The City greatly appreciates your consideration. If you have any questions or require additional information please don't hesitate to contact me at 642-5526.

Sincerely,

  
Nathan Stong  
City Engineer

**PROJECT SUMMARY**

**Applicant:** City of Placerville  
**Contact Person:** Nathan Stong, City Engineer  
**Address:** 3101 Center Street, Placerville, CA 95667  
**Telephone:** (530) 642-5250 **Fax:** (530) 642-5568  
**Email:** nstong@cityofplacerville.org

**Project Description:**

Replace 1991 Ford Truck with 2014 Subaru Forester (PZEV).

<b>Estimated Emission Reductions/Cost-Effectiveness</b>	<b><u>AB 2766</u></b>
Useful Life of Project (years)	15
Total Lifetime Emissions Reduced (lbs. of ROG, Nox, PM-10)	265 lbs
Cost-Effectiveness (total project costs)	\$118.85
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$95.08

<b>Project Budget</b>	<b>AB2766 Funds</b>	<b>\$ Matching Funds</b>	<b>In-Kind Match</b>	<b>Total Project Costs</b>
<i>Materials</i>	\$20,000	\$5,000		<b>\$25,000</b>
<i>Personnel</i>				
<i>Other</i>				
<b>TOTAL</b>	<b>\$20,000</b>	<b>\$5,000</b>		<b>\$25,000</b>

**BUDGET ITEMIZATION**

LINE ITEM	TITLE/ CLASSIFICATION	NO. HOURS	SALARY RATE	BENEFIT %	TOTAL	TOTAL COSTS (approx.)
Personnel	None			- -		0
Contracts (removal, transportation, disposal)						0
Materials & Supplies						25,000
Equipment Rental						0
Other Costs						0

Project Grand Total \$ 25,000

**CONTENTS CHECKLIST**

- Project Summary Sheet — Pages 1—2
- RFP Contents Checklist — Page 3
- Authorization Resolution — Page 4
- Project Description — Page 5
- Project Background / Organization — Page 5
- Cost-Effectiveness Calculations — Pages 6 - 8
- Work Statement and Acknowledgment — Page 10
- Funding Request / Cost Breakdown — Page 11
- Matching Funds — Page 11
- Schedule of Deliveries / Self-Monitoring Program — Page 11
- Matching Funds Letter of Commitment — Page 12
- TRPA Review — N/A
- 2 Copies of Proposal Enclosed

RESOLUTION NO. 8152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE  
AUTHORIZING THE SUBMITTAL OF PROPOSALS FOR ASSEMBLY BILL (AB) 2766  
MOTOR VEHICLE EMISSIONS REDUCTION GRANT FUNDS

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 §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 (AQMD) has imposed said fee; and

WHEREAS, said legislation requires the El Dorado County Air Quality Management District 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, the El Dorado County Air Quality Management District has published a request for proposals for AB 2766 funding; and

WHEREAS, the City of Placerville is an eligible applicant for AB 2766 projects.

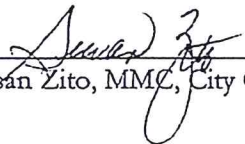
NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Placerville does hereby authorize the submittal of proposals to the El Dorado County Air Quality Management District for Assembly Bill (AB) 2766 motor vehicle emissions reduction grant funds.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on November 26, 2013, by Councilmember Patton who moved its adoption. The motion was seconded by Councilmember Borelli. The motion was passed by the following vote:

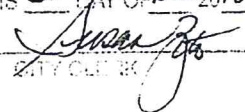
- AYES: Borelli, Hagen, Patton, Wilkins
- NOES: None
- ABSENT: Thomas
- ABSTAIN: None

  
 Vice-Mayor Carl Hagen

ATTEST:

  
 Susan Zito, MMC, City Clerk

THE FOREGOING IS A FULL TRUE AND  
 CORRECT COPY OF THE ORIGINAL  
 RECORD IN THE OFFICE OF THE CITY  
 CLERK OF THE CITY OF PLACERVILLE  
 COUNTY OF EL DORADO, STATE OF  
 CALIFORNIA.

DATED THIS 5<sup>th</sup> DAY OF Dec 2013  
  
 CITY CLERK

## PROJECT DESCRIPTION

The purpose of the project proposed herein is to replace the 1991 Ford F150 light-duty pickup truck utilized by the Engineering Division of the City of Placerville.

The replacement vehicle is proposed to be a 2014 Subaru Forester, which is a Partial Zero Emissions Vehicle (PZEV) and has utility as a 4-wheel drive and good ground clearance for accessing undeveloped lands proposed for development, and ample cargo room for tools and equipment. The project life of the replacement vehicle is assumed to be 15 years.

The truck to be replaced currently has 97,000 miles and is running well with routine maintenance. It is estimated that the truck could continue to run well and perform its function for the Division well beyond the 100,000 mile mark and it isn't unrealistic to assume it would reach 200,000 miles. Using its average historical usage rate of 4,545 miles per year, the truck could conceivably run for another 20 years. We're assuming only 5 years of additional serviceability as a conservative estimate.

For the emissions reduction calculations in this proposal, the first 5 years of the replacement vehicle's project life are compared against the estimated remaining 5 years of the truck's useful life. For the following 10 years the replacement vehicle is compared against an "average" light-duty vehicle.

## PROJECT ORGANIZATION AND BACKGROUND

The project will be undertaken by the City of Placerville, the seat of the County of El Dorado, California. The City maintains numerous fleet vehicles including vehicles for the Police Department, Public Works Department, Parks and Recreation, and Development Services.

**COST EFFECTIVENESS CALCULATIONS**

Assumed remaining life of 1991 Ford F150 with 97,000 miles = 5 years

Assumed life of new PZEV vehicle (Project Life) = 15 years

<u>Emission Reductions</u> <sup>1</sup> (2013 Emission Factors)	Years 1-5 (lbs)	Years 6-15 (lbs)
ROG	21	1
NOx	19	1
PM <sub>10</sub>	7	0
Annual Total	47	3
Total for each period	5x47 = 235	10x3 = 30
Project Life Total (15 yrs) = 235 + 30 =		265 lbs
Annual Average = 265/15 yrs =		17.67 lbs/year

<sup>1</sup>See pages 7 and 8 for calculation summary sheets from CARB automated method Access database

**Cost Recovery Factor (CRF)**

Discount Rate (i) = 3%  
Project Life (n) = 15 years

$$CRF = (1+i)^n(i)/[(1+i)^n-1] = 0.084$$

**Cost-Effectiveness (CRF = 0.084)**

	Cost (\$)	Cost per lb $\left[ \frac{.084(cost)}{17.67} \right]$
AB 2766	20,000 =	95.08
<u>Local Match</u>	<u>5,000 =</u>	<u>23.77</u>
Total Cost	\$25,000 =	\$118.85 /lb

**ON-ROAD PROJECTS**

Subcategory: (1a) Alternative Fuel Vehicle Purchases

Air District Name: El Dorado County APCD

Local Government Name: Not Applicable

Project Name: Replacement PZEV Vehicle for Engineering Division

Description: Replace one 1991 Ford Light Duty truck with a Subaru Forester PZEV. Comparison to remaining  
(Issues/Comments) useful life of 1991 truck estimated at 5 years.

Implementing Agency: City of Placerville

Private Agency: No

**FUNDING:**

MVFees Funding: \$25,000

MSRC Funding: \$0

Moyer Funding: \$0

CMAQ Funding: \$0

Other CoFunding: \$0

Capital Recovery Factor: 0.22

Project Analysis Period: 5 years

Vehicle Miles Traveled (VMT): 4,545 annual miles

NOTE: This worksheet used solely to calculate emissions reductions. Cost-effectiveness calculations are performed separately due to the two time-periods and different comparison vehicles.

**EMISSION FACTORS:**

**Baseline Vehicle Emission Factors**

ROG: 2.10 grams per mile

NOx: 1.95

PM10: 0.77

**Cleaner Vehicle Emission Factors**

0.01 grams per mile

0.02

0.05

**EMISSION REDUCTIONS:**

	Pounds per Year	Tons per Year
ROG:	21	0.01
NOx:	19	0.01
PM10:	7	0.00
<i>Total:</i>	<i>47</i>	<i>0.02</i>

**COST-EFFECTIVENESS OF:**

Motor Vehicle Fees and/or Moyer Funds: \$115.11 per pound \$230,224 per ton

CMAQ Funds: \$0.00 per pound \$0 per ton

All Funding Sources: \$115.11 per pound \$230,224 per ton



**ON-ROAD PROJECTS**

Subcategory: (1a) Alternative Fuel Vehicle Purchases

Air District Name: El Dorado County APCD

Local Government Name: Not Applicable

Project Name: Replacement PZEV Vehicle for Engineering Division

Description: Replace one 1991 Ford Light Duty truck with a Subaru Forester PZEV. Comparison of remaining  
(Issues/Comments) useful life of new PZEV to average vehicle beyond first five years (where it was compared to remaining useful life of 1991 truck).

Implementing Agency: City of Placerville

Private Agency: No

**FUNDING:**

MVFees Funding: \$25,000

MSRC Funding: \$0

Moyer Funding: \$0

CMAQ Funding: \$0

Other CoFunding: \$0

Capital Recovery Factor: 0.12

Project Analysis Period: 10 years

Vehicle Miles Traveled (VMT): 4,545 annual miles

NOTE: This worksheet used solely to calculate emissions reductions. Cost-effectiveness calculations are performed separately due to the two time-periods and different comparison vehicles.

**EMISSION FACTORS:**

**Baseline Vehicle Emission Factors**

ROG : 0.14 grams per mile

NOx : 0.16

PM10 : 0.09

**Cleaner Vehicle Emission Factors**

0.01 grams per mile

0.02

0.05

**EMISSION REDUCTIONS:**

	Pounds per Year	Tons per Year
ROG:	1	0.00
NOx:	1	0.00
PM10:	0	0.00
<b>Total:</b>	<b>3</b>	<b>0.00</b>

**COST-EFFECTIVENESS OF:**

Motor Vehicle Fees and/or Moyer Funds: ~~\$941.33~~ per pound ,882,661 per ton

CMAQ Funds: \$0.00 per pound \$0 per ton

All Funding Sources: \$941.33 per pound ,882,661 per ton

Exhibit D  
Proposal

H-59  
TABLE 2.1A.1  
NONTAMPED EXHAUST EMISSION RATES FOR  
LOW ALTITUDE  
LIGHT DUTY GASOLINE POWERED TRUCKS I

\* BER = ZML + (DR1 \* M), for mileage up to 50K miles (M <= 5)  
= ZML + DR1\*5.0 + DR2\*(M - 5.0), for mileage greater than 50K miles (M > 5)

Pol	Model Years	Zero Mile Emission Level	Det. Rate 1	Det. Rate 2	50,000 Mile Emission Level	100,000 Mile Emission Level
HC	Pre-1968	7.250	0.180	0.180	8.150	9.050
	1968-1969	4.430	0.250	0.250	5.680	6.930
	1970-1971	3.000	0.370	0.370	4.850	6.700
	1972-1974	3.360	0.170	0.170	4.210	5.060
	1975-1978	1.800	0.270	0.270	3.150	4.500
	1979-1980	0.870	0.280	0.280	2.270	3.670
	1981-1983	0.820	0.150	0.150	1.570	2.320
	1984	0.700	0.150	0.150	1.450	2.200
	1985	0.408	0.077	0.284	0.793	2.213
	1986	0.392	0.071	0.282	0.747	2.157
	1987	0.377	0.070	0.271	0.727	2.082
	1988	0.361	0.070	0.265	0.711	2.036
	1989	0.358	0.073	0.277	0.723	2.108
	1990	0.355	0.075	0.280	0.730	2.130
	1991	0.354	0.075	0.281	0.729	2.134
	1992	0.354	0.076	0.283	0.734	2.149
	1993	0.354	0.076	0.283	0.734	2.149
	1994	0.312	0.074	0.279	0.682	2.077
	1995	0.271	0.073	0.275	0.636	2.011
	1996	0.231	0.072	0.273	0.591	1.956
	1997	0.212	0.072	0.273	0.572	1.937
1998+	0.202	0.072	0.273	0.562	1.927	
CO	Pre-1968	78.270	2.250	2.250	89.520	100.770
	1968-1969	56.340	2.550	2.550	69.090	81.840
	1970-1971	42.170	3.130	3.130	57.820	73.470
	1972-1974	40.780	2.440	2.440	52.980	65.180
	1975-1978	24.550	2.590	2.590	37.500	50.450
	1979-1980	12.280	2.430	2.430	24.430	36.580
	1981-1983	12.580	1.460	1.460	19.880	27.180
	1984	9.430	1.460	1.460	16.730	24.030
	1985	5.074	1.331	3.547	11.729	29.464
	1986	4.642	1.240	3.554	10.842	28.612
	1987	4.358	1.242	3.403	10.568	27.583
	1988	4.024	1.289	3.286	10.469	26.899
	1989	3.948	1.343	3.423	10.663	27.778
	1990	3.824	1.423	3.407	10.939	27.974
	1991	3.800	1.439	3.419	10.995	28.090
	1992	3.800	1.448	3.434	11.040	28.210
	1993	3.800	1.448	3.434	11.040	28.210
	1994	3.682	1.448	3.434	10.922	28.092
	1995	3.565	1.448	3.434	10.805	27.975
	1996	3.071	1.448	3.434	10.311	27.481
	1997	2.636	1.448	3.434	9.876	27.046
1998+	2.419	1.448	3.434	9.659	26.829	
NOx	Pre-1968	3.440	0.000	0.000	3.440	3.440
	1968-1972	4.350	0.000	0.000	4.350	4.350
	1973-1974	2.870	0.040	0.040	3.070	3.270
	1975-1978	2.700	0.030	0.030	2.850	3.000
	1979-1980	1.770	0.060	0.060	2.070	2.370
	1981-1983	1.640	0.030	0.030	1.790	1.940
	1984	1.120	0.070	0.070	1.470	1.820
	1985	1.116	0.078	0.210	1.506	2.556
	1986	0.985	0.082	0.214	1.395	2.465
	1987	0.838	0.078	0.213	1.228	2.293
	1988	0.690	0.077	0.204	1.075	2.095
	1989	0.661	0.080	0.198	1.061	2.051
	1990	0.639	0.082	0.189	1.049	1.994
	1991	0.630	0.082	0.188	1.040	1.980
	1992	0.630	0.083	0.186	1.045	1.975
	1993	0.630	0.083	0.186	1.045	1.975
	1994	0.472	0.083	0.186	0.887	1.817
	1995	0.315	0.083	0.186	0.730	1.660
	1996	0.236	0.083	0.186	0.651	1.581
	1997	0.236	0.083	0.186	0.651	1.581
	1998+	0.236	0.083	0.186	0.651	1.581

\* WHERE : BER = Nontampered basic exhaust emission rates in grams/mile,  
ZML = Zero mile level in grams/mile,  
DR1 = Deterioration rate for <= 50K miles, in grams/mile/10K miles,  
DR2 = Deterioration rate for > 50K miles, in grams/mile/10K miles,  
M = Cumulative mileage / 10,000 miles.  
DATE : JUNE 30, 1995

**WORK STATEMENT & ACKNOWLEDGMENT**

**TASK I: Project Initiation**

- **1.1** Execute Agreement with AQMD—FY 2013/2014
- **1.2** Purchase Vehicle
- **1.3** Scrap Existing Truck

<u>DATE:</u>	<u>COMPLETED</u>
Mar 2014	<input type="checkbox"/>
June 2014	<input type="checkbox"/>
June 2014	<input type="checkbox"/>

Deliverables: Executed Agreement with AQMD

Final Report with Proof of Scrapped Vehicle and Financial Documentation

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**ACKNOWLEDGEMENT**

A placard acknowledging AB 2766 funding for the vehicle purchase will be placed in a conspicuous location on the vehicle. The City requests whatever graphics, logos, designs etc. that AQMD has on hand for use in the preparation of the placard.

**COST ESTIMATE BREAKDOWN**

The City of Placerville requests \$20,000 in AB 2766 funds, with 20% of the total project cost as local match:

2014	AB 2766	LOCAL MATCH	IN-KIND	COST
PERSONNEL	0	0	0	0
CONTRACT	0	0	0	0
MATERIALS	\$20,000	\$5,000	0	\$25,000
CONSTRUCTION	0	0	0	0
<b>TOTAL</b>	<b>20,000</b>	<b>\$5,000</b>	<b>0</b>	<b>\$25,000</b>

**MATCHING FUNDS**

The \$5,000 in matching funds for this project are monetary. Attached is a letter confirming the city's commitment to provide that funding.

**SCHEDULE OF DELIVERABLES / MONITORING PROGRAM**

In order to comply with the quarterly monitoring requirements, the City of Placerville will prepare quarterly monitoring reports detailing the mileage driven in the quarter and calculated emissions benefits over the replaced vehicle for the first 5 years, and compared against an "average" light-duty truck for the remaining 10 years of the project life.



## City of Placerville

Development Services Department  
3101 Center Street, Placerville, CA 95667  
Planning (530) 642-5252 · Building (530) 642-5240 · Engineering (530) 642-5250

December 9, 2013

*Via First-Class Mail*

Dave Johnston, Director  
El Dorado County Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667

Re: *Letter of Commitment of Matching Funds for the 2014-2015 AB 2766 Grant Cycle*

Mr. Johnston:

This letter will memorialize the City's commitment of \$5,000 in matching funds for its 2014-2015 AB 2766 grant funding application. The application proposes the replacement of an existing City fleet vehicle with a new, low-emission vehicle, for a total project cost of \$25,000.

Sincerely,

  
Cleve Morris  
City Manger

