

American River Recreation Association

AB2766 Coloma Shuttle

FUNDING AGREEMENT #595-F1411

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 **American River Recreation Association**, (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 Coloma Shuttle (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 make one initial advance payment to Grantee in the amount of \$20,000.00 to be deducted from expenses incurred prior to December 31, 2014, following the full execution of this Agreement. AQMD will pay Grantee for work completed in accordance with this Agreement the total sum of \$159,200.00 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 \$159,200.00.
- 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: Additional advance payments, beyond the initial \$20,000.00 advance payment, will not be permitted. Payments will be permitted only at which time an equivalent service has been completed. AQMD will reimburse Grantee monthly, 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 it's 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:

American River Recreation Association
P.O. Box 157
Coloma, CA 95613

Attn: Howard Penn
President/General Manager

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 XVI

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 XVII

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 XVIII

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 Howard Penn, or successor.

ARTICLE XIX

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 XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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 XXV

California Residency (FORM 590): Grantee will 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 XXVI

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 XXVII

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 XXVIII

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 XXIX

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 XXX

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.

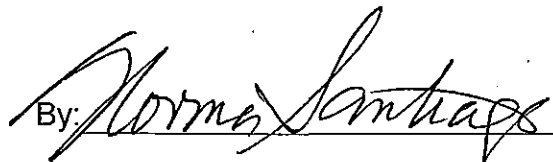
Requesting Agreement Administrator Concurrence:

By: 
Dave Johnston
Air Pollution Control Officer

Dated: 4/29/14

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, Chair
Board of Directors
"AQMD"

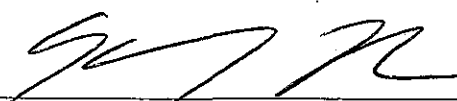
Dated: 4-30-14
Board date 4-1-14

Attest:
James S. Mitrison
Clerk of the Board

By: 
Deputy Clerk

Dated: 4-30-14
Board date 4-1-14

--AMERICAN RIVER RECREATION ASSOCIATION--

By: 
Howard Penn
President/General Manager
"Grantee"

Dated: 4/29/14

American River Recreation Association

Exhibit A

SCOPE OF WORK

Non-Profit Organization

Grantee shall operate through the American River Recreation Association (ARRA) non-profit organization and shall:

- 1) Obtain vehicle insurance.
- 2) Obtain operating permits.
- 3) Establish and utilize an accounting and payroll system.
- 4) Create a website to promote the program and provide a reservation system.
- 5) Hire a shuttle coordinator.
- 6) Hire properly licensed drivers.

Shuttle Operations

Grantee shall provide up to 255 days of shuttle services to non-commercial or non-profit recreational users along the South Fork of the American River from Chili Bar to Skunk Hollow from March through December 2014 and March through December 2015 by:

- 1) Maintaining shuttle vans in a safe operable condition and provide copies of maintenance records and California Highway Patrol inspection reports.
- 2) Employing only properly trained and licensed drivers.
- 3) Maintaining website with shuttle reservation, schedule, usage, acknowledgement and contact information.
- 4) Publishing press releases announcing availability of shuttle.
- 5) Marketing shuttle service with local businesses, agencies and private users groups.
- 6) Receiving shuttle reservations by telephone, email or social media.
- 7) Posting shuttle schedules and all reservations on website.
- 8) Educating public on proper shuttle services usage.
- 9) Providing shuttle service to river runners, hikers, anglers, campers, special event patrons and other recreational users and their recreational equipment.
- 10) Tracking and recording number of one way rider trips and shuttle service mileage for use in reporting and any future grant proposals to AQMD.
- 11) Shuttle service shall not be provided to commercial or private-sector outfitters under the terms of this Agreement.

Community Events

- 1) Grantee may provide shuttle service to local community event patrons from parking lots to event venues.
- 2) Grantee shall track and record number of one way rider trips and shuttle service mileage for use in reporting and any future grant proposals to AQMD.

Acknowledgement

Grantee shall acknowledge grant funding by prominently posting the statement, "Shuttle service 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 both exterior sides of each van used in project. Van signage must be clearly visible from a distance of a minimum of 75 feet.
- 4) Coloma Shuttle 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. Payment requests may be submitted monthly.
- 5) Documentation of shuttle emission reduction benefits education efforts including information disseminated and numbers of public addressed.
- 6) Documentation of marketing efforts with local businesses, agencies and private user groups.
- 7) Documentation of one way rider trips and shuttle service mileage.

A final comprehensive project report shall be prepared by grantee and submitted to AQMD by February 29, 2016. Final report shall include items 1, 2, 4, 5, 6 and 7 and photographs depicting shuttle operations.

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

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

PROJECT SUMMARY

Applicant:

Contact Person:

Address:

Telephone:

FAX:

Email:

Project Description:

Estimated Emission Reductions/Cost-Effectiveness	
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

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

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

CONTENTS CHECKLIST

Applicant: _____

- 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

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

SAMPLE CONTRACT

FUNDING AGREEMENT NO. #XXX-FXXX

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: _____

American River Recreation Association
Exhibit C: Coloma Shuttle AB 2766 2014 - 2015
Budget Itemization

Line Item	Title/Classification	No. of Hours	Salary Rate	Total Rate	Total Costs
			Per Hr	Per Hr	
Personnel					
1	General Manager	1400	\$40.00	80% of total (match)	\$44,800.00
2	Coordinator Wages	2000	\$20.00	80% of total (match)	\$32,000.00
3	Drivers Wages	1040	\$35.00	\$35.00	\$36,400.00
4	Payroll Taxes (all employees)				\$8,050.00
5	Workers Comp (all employees)				\$8,650.00
	Subtotal				\$129,900.00
Operations					
6	Insurance				\$9,840.00
7	Marketing, Advertising, Merchant Fees				\$3,000.00
8	Administrative Costs including report preparation, accounting, payroll, utilities and leasing or renting space (limited to 5%)				\$6,000.00
9	Vehicle Fuel, Maintenance and License Fees				\$10,460.00
	Subtotal				\$29,300.00
PROJECT SUBTOTAL GRANT AMOUNT:					\$159,200.00
Match					
10	Wages - Manager	280	\$40/hr		\$11,200.00
11	Wages - Coordinator	400	\$20/hr		\$8,000.00
12	Insurance				\$2,460.00
13	Marketing and Advertising				\$4,500.00
14	Vehicle Fuel, Maintenance and License Fees				\$7,340.00
15	Community Event Shuttle Service	12	days	\$525.00	\$6,300.00
PROJECT SUBTOTAL MATCH AMOUNT:					\$39,800.00
PROJECT TOTAL:					\$199,000.00

The not-to-exceed amount of this Funding Agreement is \$159,200. The distribution of hours and expenses between staff and tasks are estimates only.

This spreadsheet represents the composition of the total not-to-exceed budget for the Funding Agreement. In the performance of the scope of services to be provided in accordance with this budget, ^{Grantee} Contractor may request to reallocate the hours and expenses listed herein among personnel and among the various tasks identified herein, so long as the total not-to-exceed amount is not exceeded and subject to Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of this Funding Agreement be exceeded.

Exhibit D
Proposal

Applicant: American River Recreation Association
Contact Person: Howard Penn
Address: PO Box 157, Coloma, CA 95613
Telephone: 530-626-7373
Email: hpenn@lbcomm.com

Project Description:

The American River Recreation Association (ARRA), a non-profit organization focused on river access and recreational advocacy, will manage the Coloma Shuttle program during the AQMD grant period from 2014 to 2015. The Coloma Shuttle will utilize 2 vans & trailers provided by El Dorado County AQMD providing 255 days of service for river corridor recreation and the local community on the South Fork American River from the Chili Bar put-in to the Skunk Hollow take-out. The shuttle will operate during the months of March through December in 2014 & 2015. Shuttle service from the Folsom Light Rail Station will be added in 2015 providing a means for mass transit users to travel to the Coloma/Lotus area during the high tourist months of July & August.

Estimated Emission Reductions/Cost-Effectiveness	
Useful Life of Project	24 Months
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-2.5)	525.14
Cost-Effectiveness (total project costs)	\$193.26 \$/lbs
Cost-Effectiveness (AQMD Funded project costs)	\$154.61 \$/lbs

Budget Summary	AB2766 Funds	Matching Funds	In-Kind Match	Total Project Costs
Personal	\$ 76,800.00	\$ 19,200.00	\$ -	\$ 96,000.00
Drivers	\$ 53,100.00	\$ -	\$ -	\$ 53,100.00
Vehicle Fuel, Inspection & Maintenance	\$ 10,460.00	\$ 7,340.00	\$ -	\$ 17,800.00
Insurance	\$ 9,840.00	\$ 2,460.00	\$ -	\$ 12,300.00
Marketing	\$ 3,000.00	\$ 4,500.00	\$ -	\$ 7,500.00
Accounting & Administration	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Community Event Shuttle Service	\$ -	\$ -	\$ 6,300.00	\$ 6,300.00
TOTAL	\$ 159,200.00	\$ 33,500.00	\$ 6,300.00	\$ 199,000.00

BUDGET ITEMIZATION

Line Item	Title/Classification	Unit Total	Rate	Total Rate	Total Costs
Personnel					
1	General Manager	Hours 1400	Rate/Hour \$40.00	Total Rate for Grant 80% of total - remaining in Match	\$44,800.00
2	Coordinator	2000	\$20.00	80% of total - remaining in Match	\$32,000.00
		Shuttles Driven	Rate/Shuttle	Total Rate/Shuttle	
3	Drivers	1040	\$35.00	\$35 per Shuttle	\$36,400.00
4	Employers Payroll Taxes (for all employees)				\$8,050.00
5	Workers Comp (for all employees)				\$8,650.00
	Subtotal				\$129,900.00
Operations					
6	Insurance				\$9,840.00
7	Marketing & Advertising, Merchant Fees				\$3,000.00
8	Fuel, Maintenance, Fees & Van Supplies				\$10,460.00
9	Administrative, Accounting & Payroll Costs (limited to 5%)				\$6,000.00
	Subtotal				\$29,300.00
PROJECT SUBTOTAL GRANT AMOUNT:					\$159,200.00
Match			Units		
10	Wages				\$19,200.00
11	Insurance				\$2,460.00
12	Marketing & Advertising, Merchant Fees				\$4,500.00
13	Fuel, Maintenance, Fees & Van Supplies				\$7,340.00
14	Community Event Shuttle Service	12	days	\$525.00	\$6,300.00
PROJECT SUBTOTAL MATCH AMOUNT:					\$39,800.00
PROJECT GRAND TOTAL:					\$199,000.00
15	Van & Trailer				\$36,000.00
El DORADO COUNTY AQMD VAN & TRAILER PURCHASE AMOUNT:					\$36,000.00
PROJECT & VAN TOTAL:					\$235,000.00

CONTENTS CHECKLIST

Applicant: American River Recreation Association - Coloma Shuttle

Project Summary Sheet (Cover) - page	<u>1-2</u>
Request for Proposal Contents Checklist (Second Page) - page	<u>3</u>
Authorization Letter/Resolution - page	<u>4</u>
Project Description - page	<u>5</u>
Project Organization/Background - page	<u>6</u>
Emission Benefits/Cost Effectiveness - page	<u>7</u>
Work Statement - page	<u>8-9</u>
Funding Request/Cost Breakdown - page	<u>10-11</u>
Matching Funds - page	<u>12-13</u>
Schedule of Deliveries/Self-Monitoring Program - page	<u>14-17</u>
Local TRPA Review (If Applicable) - page	<u>NA</u>
Endorsement Letters/Comments - page	<u>ADDENDUM</u>



American River Recreation Association

PO Box 157 • Coloma • CA • 95613 • 530.626.7373

December 5, 2013

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

Dear Mr. Johnston,

After successful operations in 2013 of the Coloma Shuttle by the Coloma-Lotus Chamber of Commerce and the American River Recreation Association (ARRA), a California non-profit, ARRA will assume all financial and operational responsibility for all contracts and grant funding applied for from EDCAQMD in 2014-2015. This grant application is to operate a shuttle service on the South Fork American River.

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

American River Recreation Association will serve as the primary contact for any such contracts and our contact information is listed above. We will serve as the sole representative for authorizing and executing all documentation or actions resulting from the application for funding or the successful receipt of said grant contract(s). This representation and responsibility was unanimously approved by an ARRA Board of Directors resolution on November 13th, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard Penn", is written over a light blue horizontal line.

Howard Penn
President
American River Recreation Association
530-626-7373

PROJECT DESCRIPTION

Objectives:

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

- Provide an effective and convenient shuttle model that can provide transportation for recreation along the South Fork American River corridor and community service "dead head" transit upon return to the Coloma/Lotus area.
- Reduce motor vehicle emissions related to river corridor recreation, such as boaters who set their shuttle using their own vehicles in order to do the runs on the South Fork American River from Chili Bar to the Gorge.
- Provide incentive to return to the merchants in the Coloma/Lotus area and redistribute noted parking impacts by encouraging riders to park in the Coloma/Lotus area and catch the shuttle in the beginning of the day to the Chili Bar put-in or at the end of the day at Skunk Hollow take-out.
- Increase ridership over 2013 actual ridership numbers through the operation of two vans & trailers provided by El Dorado County AQMD and focused marketing & advertising to various user groups.
- Market and develop a shuttle route in 2015 for the Folsom Light Rail Station providing a transportation link to the Coloma/Lotus area for mass transit users during the high tourist season in July & August.

Scope

Upon approval of funding, the Coloma Shuttle General Manager will obtain the appropriate insurance, inspection & license to begin shuttle operations utilizing the existing 15-seat passenger van and trailer as well as a new van & trailer provided by El Dorado County Air Quality Management District (AQMD).

During each grant year the GM will work with the shuttle coordinator to hire qualified drivers and begin a marketing campaign to announce the shuttle season and schedule. The Coloma Shuttle will subsequently provide 127 days of shuttle service in 2014 and 128 days in 2015 to private recreational or non-profit users along the South Fork of the American River from Chili Bar to Skunk Hollow. During the season the shuttle coordinator will continue a focused marketing and advertising campaign to increase ridership.

In 2015 the GM and shuttle coordinator will develop a marketing plan, shuttle route & schedule from the Folsom Light Rail Station to the Coloma Lotus area. The shuttle coordinator will work with various area campgrounds, bed & breakfast and lodges to promote use of this transportation option for the general public.

PROJECT ORGANIZATION BACKGROUND

The Coloma Shuttle program will be managed and operated by American River Recreation Association (ARRA), a non-profit organization focused on river access and recreational advocacy. ARRA was formed in 1979 to help resolve conflicts between riparian landowners and recreational commercial and non-commercial boaters on the South Fork of the American River. Problems underlying the conflicts included trespassing, litter, sanitation, and the quantity of boaters on the river. ARRA was successful in resolving many of the conflicts and developing a process for resolution going forward. Since 1979, ARRA's purpose has been facilitating and promoting public river access, river use education, and recreational river initiatives.

As continued river use grows from commercial to non-commercial recreation, the demands on the river corridor have increased. We have experienced over the last thirty-five plus years of recreational river use a significant increase in river users from all areas of our society. The South Fork of the American River has become one of the most used whitewater sections of river in the country. Additionally, development of other recreational lands and facilities in the area has increased the usage of the river corridor as a whole.

As the dynamics of the river corridor usage patterns have grown and changed, ARRA has adapted to address additional issues that require our attention. The private boater river shuttle project addresses the shuttle needs of the thousands of recreational boaters that visit our river valley each year. Its primary goal is to help reduce emissions and traffic congestion in our valley. ARRA was the sub-contracted vendor to supply the shuttle services in 2013 and will be the sole contracted vendor to operate the shuttle service in 2014-2015.

The professional staff and board of ARRA has over 75 years of business, non-profit and operational experience managing million dollar budgets, detailed accounting and expense reporting, collaboration with county, state and federal programs, and operating complex multi-dimensional projects with effectiveness and efficiency. We were successful in operating the shuttle in 2013. Helping preserve and promote the recreational resources that benefit the community of El Dorado County residents and the tourists that visit our region are a primary focus of ARRA and a part of the mission we strive to uphold.

EMISSION BENEFITS/COST EFFECTIVENESS

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

Effectiveness Period = 24 months	
(D) Days	255 (2014 - 127 days, 2015 - 128 days)
(R) Ridership	25
(VMT) Annual Van Miles Traveled	91188 (# of Vehicles*Days (D)*Auto Trip Length (L)*# of Ways = 2*255*89.4*2)
(A) Adjustment on Auto Trips	1.0
(L) Auto Trip Length	
River trip car pooling leaving one car at home for full river trip (2 one-way CB + 2 one-way G + 40 miles saved round trip Coloma to El Dorado County Line) $[(11.2*2)+(13.5*2)+40] = 89.4 \text{ miles}$	
(AA) Adjustment for auto access to & from shuttle=0.4 (Reduced to account for river shuttle vehicle left at home)	
(LL) Trip Length for auto access to & from Shuttle=5 (default)	
Annual Auto Trips Reduced = (D*R*A) * (1-AA) $(255*25*1)*(1-.4) = 3825 \text{ trips reduced}$	
Annual Auto VMT Reduced = (D*R*A)*[L-(AA*LL)] = (255*25*1)*[89.4-(.4*5)] = 557,175 miles reduced	
Annual Emissions Reductions	
[(Annual Auto Trips Reduced)*(Auto Trip End Factor)+(Annual Auto VMT Reduced)* (Auto VMT Factor)-(Van VMT)*(Van VMT Factor)]/454 (number provided to us)	
ROG: $[(3825*.764)+(557,175*.191)-(91,188*.143)]/454=212.12$	
NOx: $[(3825*.303)+(557,175*.217)-(91,188*.20)]/454=228.70$	
PM2.5: $[(3825*0.006)+(557,175*.087)-(91,188*.112)]/454=84.33$	
Total Annual Emissions Reduced = 525.14 lbs/24 mos	
(CRF) Capital Recovery Factor = 0.51	
Cost Effectiveness of Total Funding Dollars	
(CRF*Funding)/(ROG+NOx+PM10) $(0.51*199,000)/525.14=\$193.26$	
Cost Effectiveness of AB2766 Funding Dollars	
(CRF*AB2766 funding)/(ROG+NOx+PM10) $(0.51*159,200)/525.14=\$154.61$	

WORK STATEMENT

Shuttle Operations

The Coloma Shuttle will provide up to 255 days of shuttle services to private recreational or non-profit users along the South Fork of the American River from Chili Bar to Skunk Hollow on weekends and some weekdays from March through December in 2014 & 2015 including:

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

Subsequent shuttle service from the Folsom Light Rail Station will be added in 2015 providing a route to the Coloma/Lotus area during the high tourist months of July & August.

Community Events

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

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

Acknowledgement

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

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

WORK STATEMENT

Reporting

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

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

FUNDING REQUEST/COST BREAKDOWN

Coloma Shuttle	
Actual 2013 Shuttle Expenses From 1/1/13 - 11/13/13	
Marketing & Advertising	1,709.86
Van Expenses	
Van Insurance	1,477.80
Fuel, Maintenance, Fees & Van Supplies	4,200.03
Wage Expenses	
PR Fees	249.95
Workers Comp	4,051.18
Wages-Other	45,137.02
Total Days Operated	105 Days
2013 Shuttle Cost/Day: (Total Actual Van Expenses + Total Actual Wage Expenses)/Total Days Operated	524.91
Total Ridership & Projected Ridership:	
2013 - 1 Van Operating	1439 Riders
2014 - Projected 100% Increase w/2 Vans Operating, Marketing & Advertising	2900 Riders
2015 - Projected 20% Increase over 2014 w/Established Service, Marketing & Advertising	3480 Riders

FUNDING REQUEST/COST BREAKDOWN

Coloma Shuttle	
2014-2015 Cost Breakdown	
General Manager: \$40/hr, 1400 Hours	56,000.00
Coordinator: \$20/hr, 2000 Hours	40,000.00
Drivers: \$35/shuttle, 1040 Shuttles	36,400.00
Employers Payroll Tax (for all employees)	8,650.00
Workers Comp (for all employees)	8,050.00
Van Insurance: (2013 Act 1st Van + Quoted Est New 2nd Van)*2 = 1477.80*2187.20*2 = 7330.00	7,300.00
Liability Insurance: Quoted Estimate	5,000.00
Marketing & Advertising: (2013 Act * (1+% 2014 Projected Increase)) + (2014 Projected Increase *(1+ % 2015 Projected Increase)) = (1709.86*2)+(3419.72*1.20)=3419.72+4103.66=7523.38	7,500.00
Fuel, Maintenance, Fees & Van Supplies: (2013 Act * (1+% 2014 Projected Increase)) + (2014 Projected Increase *(1+ % 2015 Projected Increase)) = (4051.18*2)+(8102.36*1.20)=8102.36+9722.84=17825.20	17,100.00
Accounting/Admin: Limited to 5% of AQMD Funding	6,000.00
Community Event Shuttle Service: # of Shuttles * 2013 Shuttle Cost/Day = 12*\$525	6,300.00
2015 Folsom Light Rail Station to Coloma/Lotus Shuttle:	
Fuel - 54.4 Roundtrip Milage @ 7 miles/gal = 7.78 * 4.50/gal gas = \$35.00*10 Shuttles = 350.00	350.00
Drivers - \$35/shuttle, 10 Shuttles	350.00
Total Shuttle Service Cost	199,000.00
Total AQMD Funds Requested	159,200.00
Total Matching Funds	39,800.00



American River Recreation Association

PO Box 157 • Coloma • CA • 95613 • 530.626.7373

December 5, 2013

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

Dear Mr. Johnston,

We agree to provide total matching funds of \$39,800.00 for the contract period of 2014-2015. Matching funds will be generated from a monetary match generated from anticipated revenue and in-kind donations of free shuttles for community events. The 20% minimum matching fund requirement of this contract will be managed in each expense billing cycle and will be reported as an overall ratio of expenses to date.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard Penn", is written over a faint, illegible typed name.

Howard Penn
President
American River Recreation Association
530-626-7373

MATCHING FUNDS

Monetary	Potential Shuttle Revenue		
	\$7/Rider/Day = 7*25*255		44,625.00
	If 75% Realized		33,468.75
	If 50% Realized		22,312.50
	Total Match From Shuttle Revenue	\$	33,500.00

In-Kind	12 Community Shuttle Events	# of Shuttles * 2013 Shuttle Cost/Day	
	American River Music Festival - 4 Days		2,100.00
	County River Clean-up Days - 4 Days		2,100.00
	To Be Determined - 4 Days		2,100.00
	Total Match from Community Events	\$	6,300.00

Total Matching Funds **\$ 39,800.00**

SCHEDULE OF DELIVERIES

2014

January-February

- GM coordinate purchase of second van & trailer with El Dorado AQMD
- GM obtain and coordinate insurance, license & inspections of Coloma Shuttle vans
- Shuttle Coordinator hire drivers and provide orientation
- Press release and marketing of 2014 Shuttle Season
- Presale shuttle passes to generate working revenue
- GM to submit 1st & 2nd monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

March-April

- Begin weekend shuttle service between Chili Bar & Skunk Hollow
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Shuttle Coordinator to tally daily usage
- Shuttle Coordinator to record daily van start mileage and end mileage
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

May

- Begin weekend and one weekday shuttle service between Chili Bar & Skunk Hollow
- Provide shuttle service on Memorial Day
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Shuttle Coordinator to tally daily usage
- Shuttle Coordinator to record daily van start mileage and end mileage
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

June

- Begin weekend and two weekday shuttle service between Chili Bar & Skunk Hollow
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Shuttle Coordinator to tally daily usage
- Shuttle Coordinator to record daily van start mileage and end mileage
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

July-August

- Add one more weekday to shuttle service between Chili Bar & Skunk Hollow
- Provide shuttle service on July 4th
- Provide shuttle for County River Clean-up Days

SCHEDULE OF DELIVERIES

- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

September

- Return to weekend and 1 weekday shuttle service between Chili Bar & Skunk Hollow
- Provide community shuttle for American River Music Festival
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

October-December

- Return to weekend shuttle service between Chili Bar & Skunk Hollow
- Provide community shuttle for Christmas in Coloma
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Monthly Board of Directors meeting with GM
- Shuttle service ends for the season
- GM submit final monthly reporting & billing to AQMD
- GM submit year end reporting to AQMD
- Monthly Board of Directors meeting with GM

SCHEDULE OF DELIVERIES

2015

January-February

- GM obtain and coordinate insurance, license & inspections of Coloma Shuttle vans
- Shuttle Coordinator hire drivers and provide orientation
- Press release and marketing of 2015 Shuttle Season
- Presale shuttle passes to generate working revenue
- GM to submit 1st & 2nd monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

March-April

- Begin weekend shuttle service between Chili Bar & Skunk Hollow
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Shuttle Coordinator to tally daily usage
- Shuttle Coordinator to record daily van start mileage and end mileage
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

May

- Begin weekend and one weekday shuttle service between Chili Bar & Skunk Hollow
- Provide shuttle service on Memorial Day
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Shuttle Coordinator to tally daily usage
- Shuttle Coordinator to record daily van start mileage and end mileage
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

June

- Begin weekend and two weekday shuttle service between Chili Bar & Skunk Hollow
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- GM & Shuttle Coordinator develop schedule & market shuttle for Folsom Light Rail Station
- Shuttle Coordinator to tally daily usage
- Shuttle Coordinator to record daily van start mileage and end mileage
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

July-August

- Add one more weekday to shuttle service between Chili Bar & Skunk Hollow
- Begin shuttle service to Folsom Light Rail Station
- Provide shuttle service on July 4th
- Provide shuttle for County River Clean-up Days

SCHEDULE OF DELIVERIES

- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

September

- Return to weekend and 1 weekday shuttle service between Chili Bar & Skunk Hollow
- Provide community shuttle for American River Music Festival
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- GM to submit monthly reporting & billing to AQMD
- Monthly Board of Directors meeting with GM

October-December

- Return to weekend shuttle service between Chili Bar & Skunk Hollow
- Provide community shuttle for Christmas in Coloma
- GM & Shuttle Coordinator schedule, market & maximize daily ridership
- Monthly Board of Directors meeting with GM
- Shuttle service ends for the season
- GM submit final monthly reporting & billing to AQMD
- GM submit year end reporting to AQMD
- Monthly Board of Directors meeting with GM

ADDENDUM



Dave Steindorf
California Stewardship Director
4 Baroni Drive
Chico, CA 95928

December 6, 2013

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

RE: Coloma Shuttle

Dear Dave Johnston,

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

Many of our members enjoy paddling the South Fork of the American River between the Chili Bar put-in on Highway 193 and the Skunk Hollow take-out on Salmon Falls Road. AW continues to recognize the value of a viable river shuttle program that will provide easy access to the river and help reduce the overall impact of automobile emissions. We support the American River Recreation Association (ARRA) and the operation of the Coloma Shuttle. It is our hope that El Dorado County AQMD elects to fund this program for 2014 and 2015.

Sincerely,

A handwritten signature in black ink that reads 'Dave Steindorf'.

Dave Steindorf
American Whitewater
California Stewardship Director

Urs Schuler
1564 Country Club Dr.
Placerville, CA 95667
(530) 626 7819 (Office)
(530) 306 0654 (cell)
tinaxurs@foothill.net



River Shuttle

November 25th, 2013

El Dorado County AQMD
El Dorado County Air Quality Management District
Placerville, CA

To Whom it May Concern;

Since the 1990s I have been kayaking on the South Fork American. At present I am a resident of Placerville and boat the river most weekends. Since the River Shuttle started I have been using that service every day I am kayaking – when it is available.

Instead of having to drive to the take-out at salmon falls and join up with someone else, then drive to the put-in and at the end of the day drive back up, I can just drive to the put-in and take the shuttle at the end of the day. This saves me driving an extra 24 miles in my own car and at least another 12 miles in someone else's.

I have calculated that on my own car this saves about 40 pounds of CO2 per kayaking day.

I sincerely hope that the River Shuttle will be able to continue for many years to come.

Thank you!

Urs Schuler

Only Change is Permanent

----- Forwarded message -----
From: Paul Keating <keatingpaul2001@yahoo.com>
Date: Wed, Dec 4, 2013 at 10:30 AM
Subject: The Shuttle is a Great Service

I have used the Coloma Shuttle on a regular basis this past season. I can say it is a real asset to the community. It allows us to carpool to the Coloma area and enjoy kayaking only using one car to transport several persons with gear. The service is well run and the staff are excellent. Liz Carr does a great job following up on communications and keeping the operation running smoothly. I sincerely hope you will keep this great service going and expand it going into future years.

Thank You

Paul Keating

From: scott hayward <hayward.s@att.net>
Date: Wed, Nov 27, 2013 at 7:08 AM

To El Dorado County AQMD,

I would like to thank all those involved with keeping the coloma river shuttle afloat. I have found it to be a wonderful and valuable service on my river trips on the South Fork American corridor. Usually, a river trip involves dropping gear at the "put in", driving one or more vehicle(s) to the "take out" and then, returning to the starting point only to have to retrieve that vehicle at the end of the day. Usually, this is a stressful thing to coordinate requiring time, money, and some rigorous driving by several participants with much wear and tear on the vehicles. The shuttle service cuts out these costly, time consuming drives providing a simpler, eco (and people) friendly ride to the starting point with boats and gear. The ride is comfortable and you get to meet new people, share information, and relax before getting on the river, all for a nominal fee. The best part is, when done with your exhilarating day on the river, your vehicle(s) is waiting at the end for you! All this makes for a much more enjoyable experience overall.

It is my wish that this service will continue to flourish for the good of all concerned.

Sincerely, Scott Hayward

21

From: "cralbright@juno.com" <cralbright@juno.com>
Date: November 26, 2013, 3:28:03 PM PST

Dear El Dorado County, My name is Charles Albright and I live in Reno Nevada. Over the last few years I have become a big fan of the Shuttle Program. I feel that it has saved me money as well as time during my many south fork adventures. If it had at least one more van it would be much more convenient to use. In the past I have used it to get large paddling groups that I organized with multiple rafts and kayaks around and loved it. I hope that you will continue to support this program in the coming years.

From: **steve menicucci** <stevemenicucci@hotmail.com>
Date: Sat, Nov 23, 2013 at 11:53 AM

El Dorado County AQMD

Dear El Dorado County AQMD Staff:

I have been boating on the SF American River for many years and have seen the positive impact that the SFA River Shuttle has had in alleviating added vehicle congestion and of course helping ultimately with improvement in your local air quality. I have used this shuttle service myself in the past and am always encouraging others in the boating community to use it as well. Please keep this valuable service going on the SF American.

Steve Menicucci
River Rafter/Kayaker

From: Lee Van Pelt <ivanpelt@ip-patent.com>
Date: Sat, Nov 23, 2013 at 11:06 AM

Dear El Dorado County AQMD,

I have rode the shuttle numerous times. Each time it saves 3 trips to or from Chili bar along hwy 49, greatly reducing congestion on that route. The shuttle has been managed and run extremely well. It is an excellent use of public funds with great return to both riders and anyone living and breathing the air or driving along that route.

Lee Van Pelt
Van Pelt, Yi and James
10050 N. Foothill Blvd Suite 200
Cupertino, CA 95014-5601
ivanpelt@ip-patent.com

From: Ed Roseboom <eroseboom@gmail.com>
Date: Mon, Nov 25, 2013 at 3:49 PM
Subject: Commendation for SFA Shuttle

Please forward:

To the El Dorado County AQMD,

I want to commend you for supporting the South Fork American kayak shuttle and petition you to continue its operation for the 2014 season and beyond. I am a member of the Loma Prieta Paddlers Sierra Club Activity Chapter. I have found that the ease of use of the shuttle has helped expand my kayaking season well into the fall. An example of this was in early November, I carpooled with a few other paddlers from the San Francisco mid-peninsula. We were able to park at the Salmon Falls Gorge Takeout and meet the shuttle in the morning which had been specially requested by our group. We enjoyed a quick and safe ride with a van full of paddlers to the Greenwood Creek put-in and enjoyed a full day of paddling on the Gorge.

At the end of the day we were able to access our car without the need for any additional shuttling. We drove directly to US50 and enjoyed a dinner at the new Pete's Pub at the new complex on Latrobe Road. Properly fortified our designated driver drove us back home in the bay area before 10.

With the shorter days of fall it would be much more difficult to do a day trip to the area without the SFA shuttle.

Regards,
Ed Roseboom

23

From: KIM FONDRK <mkfondrk@hotmail.com>
Date: Mon, Nov 25, 2013 at 2:19 PM
Subject: Coloma Shuttle

Date: Nov. 25, 2013

To: El Dorado County AQMD:

RE: Coloma Shuttle

To whom it may concern,

I'm writing this note in support of the Coloma Shuttle Service. I didn't begin using the shuttle until later this year because, frankly, it was hard to commit to supporting it again after the unfortunate lapse in service last year. Once I had began using the service again, however, I was reminded of what a "no brainer" it is to use it for kayaking the South Fork American Chili Bar run. Just drive to Coloma take shuttle to the top, paddle back down and go home or alternately, hang around Coloma for a while since you have extra time saved by not having to run swing back to the put in. For each group it saves two drive times from Coloma to Chili Bar.

I'd also like to commend Liz Carr for being proactive about disseminating information about the service and keeping us informed about slot availability, as well as, the other drivers for doing a great job of accommodating the clientele. Please consider refunding the Coloma Shuttle so that the momentum gained this year can be maintained.

Thank you

M. Kim Fondrk
Home 530-758-8416
Cell 480-516-4069

To: El Dorado County AQMD
From: Steve Bouck
Date: 11/25/13
RE: Coloma Shuttle

I use the Coloma Shuttle on a regular basis. It has been a valuable tool for planning kayaking trips on the South Fork of the American River. It cuts down significantly on the amount of time required for shuttling vehicles between the top and bottom of the river and significantly cuts the number of miles driven, the amount of fuel consumed and presumably some road wear. In addition, by having one less vehicle using the roads and facilities, utilization of the shuttle significantly reduces congestion on narrow mountainous roads and at the parking spots. As an example, if I am kayaking with my family and have to use two vehicles as opposed to using the shuttle, it requires four drives from the put-in to the take-out (there and back with each vehicle) representing about two hours of cumulative driving time and fuel consumption relative to meeting the shuttle at the take-out. As a consequence, I am very happy to pay the modest fee for the service. They do a very good job, please continue with your support of the service.

Thanks, Steve Bouck

From: **mary kate laughlin** <marykate.laughlin@gmail.com>
Date: Mon, Nov 25, 2013 at 10:09 AM
Subject: El dorado County AQMD

The South Fork American shuttle has been a game changer for the kayakers on Highway 4. In years past, we drove two cars the one hour and forty minutes to the take-out at Skunk Hollow. Now I can enjoy the company of my three other friends, save money and place a smaller footprint on this earth. Not having to worry about setting a shuttle is the bomb.

Thank you,

Mary Kate Laughlin

From: Peter Yaholkovsky <peter.yaholkovsky@gmail.com>
Date: Sun, Nov 24, 2013 at 6:46 AM
Subject: "El Dorado County AQMD"

To: El Dorado Country AQMD:
Re: SFA Shuttle

I have used the SFA shuttle on a number of occasions this year and have a quite positive assessment of it for the following reasons:

- 1) It means I can drive one car to Coloma with my friends, instead of two, thus saving the costs to ourselves and the environment of driving another car.
- 2) Sometimes I can go boating on a day when I don't have others to accompany me -- simply meeting people at the put-in or on the river.
- 3) It means that I ride the shuttle with 8 other folks instead of each of us driving the shuttle
- 4) The operators of the shuttle are friendly and helpful
- 5) Scheduling and payment work smoothly.

Please take whatever action is necessary to continue this service.

Sincerely ~

~ Peter Yaholkovsky

From: D C Hagerty <maui9799@gmail.com>
Date: Sat, Nov 23, 2013 at 8:35 PM
Subject: Coloma Shuttle

The shuttle works great, is on time, and is fun to ride! Keep it!

DC Hagerty

808-990-9799

maui9799@gmail.com

From: Tom Senter <tsenter69@comcast.net>
Date: Sat, Nov 23, 2013 at 3:39 PM
Subject: El Dorado County AQMD

Hi – I am a fairly frequent Coloma Shuttle rider on the SFA. When I use the Shuttle in its current configuration of schedule, it's always seamless from start (paying) to finish (getting picked up). My car never gets broken into either.

This is really the first year we have had a level of consistency. So keeping this service is probably a no brainer.

As for expanding the service, for the times I do not ride the Shuttle I am using my car due to incompatibility with the current schedule, pick-up and drop-off points. Most of these 'car' uses come when I am taking someone down C to G (Coloma to Greenwood). Having an expanded schedule would certainly allow for more flexibility and you might find a greater ridership all along the river from Chili Bar to Skunk Hollow and in between.

I like having to only think about my car / my passenger – when I use the shuttle my day is way more simple. When the shuttle is incompatible, I am forced to set my own shuttle, thus pulling even more riders off this service – many times a potential ridership of 4 (2 per car).

Thanks.

-Tom Senter

Palo Alto

From: Greg <gregs2001@gmail.com>
Date: Sat, Nov 23, 2013 at 12:21 PM
Subject: Re: SFA Shuttle

Thanks for the reminder Keith and Theresa for all that you do. The shuttle is awesome, paddling the Gorge from Camp Lotus is a favorite and results in no need to start up a car all day! cheers, Greg

Dear El Dorado County Air Quality Management District (EDCAQMD),

Hello I am a whitewater kayaker from Monterey CA area. I'm writing to support the river shuttle service on the South Fork of the American River. I used the shuttle service about eight times this past season and found it a very convenient way to paddle the river. Our paddling club, the Loma Prieta Paddlers (Sierra Club affiliate), promoted use of the shuttle service and many of our members made extensive use of the shuttle this past summer and into the fall. In fact, as more paddlers became aware that the service was operating again, it was important to sign up early as the shuttle would fill on busy weekends. Just from the use by our club, I reckon has resulted in a reduction of at least many 100s of car trips along the SFA corridor. Besides the obvious benefit of improved air quality, use of the shuttle also promotes highway safety, reduced congestion and reduced vehicle noise.

The shuttle service provides benefits to all of the users of the SFA corridor as well as the residents of EL Dorado County. I enthusiastically support the continuation of the EDCAQMD-SFA shuttle program in 2014. I predict that with continued operation the shuttle program will attract even more users, further reducing traffic on the SFA corridor roads and highways.

Greg Simmons,
Marina CA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2014

PRODUCER (530) 622-0536 FAX: (530) 622-4230
ODonnell Insurance Services
2460 Headington Road

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Placerville CA 95667

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
American River Recreation Association

INSURER A: Mesa Underwriters 36838

INSURER B: United Financial Casualty Co.

INSURER C: State Compensation Ins. Fund

INSURER D:

INSURER E:

P.O. BOX 157

COLOMA CA 95613

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	MP0004007002170	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
B	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01496020-0	04/08/2014	04/08/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	9095750-14	04/10/2014	04/10/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of El Dorado, Air Quality Management District, its officers, officials, and volunteers are named as additional insureds on this policy.

CERTIFICATE HOLDER

County of El Dorado
Air Quality Management District
Attn: CDA
Contract Services Unit
2850 Fairlane Court
Placerville, CA 95667

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
INS025 (200901).01

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Additional Insured Endorsement

Name of Person or Organization

COUNTY OF EL DORADO
330 FAIR LN
PLACERVILLE, CA 95667

County of El Dorado is a primary and non-contributory additional insured regardless of whether Holder is a named insured of any other policy.

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability \$1,000,000	each accident	

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 01496020-0

Issued to (Name of Insured): AMERICAN RIVER RECREATION ASSOCIATION, INC

Effective date of endorsement: 04/18/2014

Policy expiration date: 04/18/2015

Form 1198 (01/04)

PROGRESSIVE

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Truck Cargo Legal Liability Coverage Form
Commercial General Liability Coverage Form

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

COUNTY OF EL DORADO
330 FAIR LN
PLACERVILLE, CA 95667

County of El Dorado is a primary and non-contributory additional insured regardless of whether Holder is a named insured of any other policy.

This endorsement applies to Policy Number: 01496020-0

Issued to: American River Recreation Association

Endorsement Effective: 04/11/2014

Expiration: 04/08/2015

All other terms, limits and provisions of this policy remain unchanged.

YEAR

20

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name American River Recreation Association		Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) PO Box 157, Coloma, CA 95613		APT no.	Private Mailbox no.
City Coloma		State CA	Vendor/Payee's daytime telephone no. (530) 626-7373
ZIP Code 95613			

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Howard Penn - President

Vendor/Payee's signature ► 

Date 3/27/14



County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE
PLACERVILLE, CALIFORNIA 95667
Phone: (530) 621-5487 FAX: (530) 295-2535

JOE HARN, CPA
Auditor-Controller

BOB TOSCANO
Assistant Auditor-Controller

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado)
Version: June 2011

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD). See reverse side for more information and Privacy Statement.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) American River Recreation Association		
	INDIVIDUALS AND SOLE PROPRIETORS - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		PHONE NUMBER:
	MAILING ADDRESS PO Box 157		BUSINESS ADDRESS 7310 Hwy 49, Suite H
	CITY, STATE, ZIP CODE Colton, CA 95613		CITY, STATE, ZIP CODE Lotus, CA 95651
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 9 4 - 2 7 1 5 9 8 6		NOTE: Individuals and sole proprietors are required to provide their SSN (FEIN may be provided in addition to but not in lieu of the SSN)
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<input type="checkbox"/> PARTNERSHIP CORPORATION:		
	<input type="checkbox"/> ESTATE OR TRUST	<input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)	
	<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> LEGAL (e.g., attorney services)	
	<input checked="" type="checkbox"/> EXEMPT (nonprofit)		
	<input type="checkbox"/> ALL OTHER		
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: [] [] [] - [] [] [] - [] [] [] [] [] [] [] [] [] []		
<small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>			
4	Applicable <u>only</u> if the business address provided in Part 2 is <u>not</u> a physical California address NOTE: If you are a California nonresident providing services to County of El Dorado in California, seven percent (7%) of the payment will be withheld and remitted to the California Franchise Tax Board (FTB) unless you are exempt or have obtained a waiver from FTB. Mark if any of the following apply: <input checked="" type="checkbox"/> Exempt from withholding of California income (attach California Form 590) <input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy) If you are a California nonresident and charge California sales tax, a valid California sales tax permit number is required: []		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of El Dorado at the address listed below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Howard Penn		TITLE President
	SIGNATURE 	DATE 3/27/14	TELEPHONE 530-626-7373
6	Please return completed form to: Department/Office: County of El Dorado Community Development Agency Mailing Address: 2850 Fairlane Court City/State/Zip: Placerville, CA 95667 Telephone: 530 621 5150 Fax: 530 626 0387		

