

CONTRACT ROUTING SHEET

Date Prepared: 04/30/2010

Need Date: 05/15/2010

PROCESSING DEPARTMENT:

Department: Air Quality Management District

Dept. Contact: Marcella McTaggart

Phone #: 5306

Department Head Signature: *opera Sisk*

CONTRACTOR:

Name: El Dorado County Transit Authority

Address: 6565 Commerce Way
Diamond Springs, CA 95619

Attn: Mindy Jackson
Executive Director

Phone: (530) 642-5383

CONTRACTING DEPARTMENT: EMD/AQMD-PLEASE CHARGE TO 422100

Service Requested: Review of Contract for Use of AB 2766 Funds

Contract Term: 6/30/2011 Contract/Amendment Value: \$29,283.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 5/18/10 By: *[Signature]*
Approved: Disapproved: Date: _____ By: _____

① though not legally required consider adding insurance requirement on proof of self insurance.

Approved

*5-21-10
Insurance Verbage added (Article 10)
per discussion w/ Mike C.*

MM

10 MAY 10 AM 9:06
AIR QUALITY DISTRICT

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 5/18/10 By: *[Signature]*
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

FUNDING AGREEMENT NO. 006-DMV-10/11-BOS
WITH EL DORADO COUNTY TRANSIT AUTHORITY

This Agreement No. 006-DMV-10/11-BOS made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and **EL DORADO COUNTY TRANSIT AUTHORITY**, (hereinafter referred to as "CONTRACTOR");

WITNESSETH:

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

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

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

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

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

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

1. PROJECT

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

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

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2010-2011.

2. PERIOD OF PERFORMANCE/TIMETABLE

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

If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and/or unresolved; and the

percentage of each task completed. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

3. TERM

The term of this Agreement shall be for the period of July 1, 2010 through June 30, 2011 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of TWENTY NINE THOUSAND TWO HUNDRED AND EIGHTY THREE DOLLARS AND NO CENTS (\$29,283.00) as follows:

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

The total obligation of the AQMD under this Agreement shall not exceed TWENTY NINE THOUSAND TWO HUNDRED AND EIGHTY THREE DOLLARS AND NO CENTS (\$29,283.00).

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

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within forty five (45) calendar days of verification.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any claim for payment, CONTRACTOR shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the CONTRACTOR for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 above.

B. Surplus Funds: Any compensation under this agreement, which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to the AQMD. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

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

5. NON-ALLOCATION OF FUNDS

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

6. INDEPENDENT CONTRACTOR LIABILITY

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

7. TERMINATION

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

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

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

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

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

8. CHANGES TO AGREEMENT

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

9. INDEMNIFICATION

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

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

10. INSURANCE

CONTRACTOR shall provide proof of a policy of insurance satisfactory to AQMD and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- B. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.
- C. CONTRACTOR shall furnish a certificate of insurance satisfactory to the AQMD as evidence that the insurance required above is being maintained.
- D. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

11. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD

makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

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

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

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

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
Attn : Mindy Jackson
Executive Director

AQMD

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

13. TIME IS OF THE ESSENCE

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the

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

14. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

15. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

16. 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.

17. 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.

18. AGREEMENT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Mindy Jackson, Executive Director, or her successor.

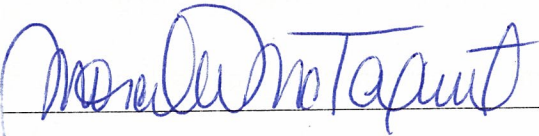
19. AUTHORIZED SIGNATURES

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.

20. PARTIAL INVALIDITY

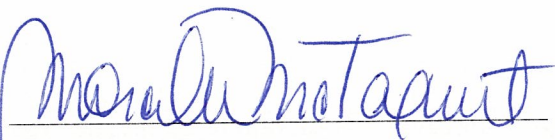
If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

AGREEMENT ADMINISTRATOR CONCURRENCE:

By:  Dated: 05-26-2010

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

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 05-26-2010

**Marcella McTaggart
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: 5/26/10

Date: _____

By: Mindy Jackson

By: _____

**Mindy Jackson
Executive Director**

**Chair
Norma Santiago**

**Attest:
Suzanne Allen de Sanchez,
Clerk of the Board**

Date: _____

By: _____

VANPOOLS AND SHUTTLES

Subcategory: (4c) Transit Operations (new service, shuttles, fuel subsidies)

Air District Name: El Dorado County APCD

Local Government Name: Not Applicable

Project Name: County Fair Shuttle

Description:
(Issues/Comments)

Implementing
Agency:

Private Agency: No

FUNDING:

MVFees Funding:	\$30,824	MSRC Funding:	\$0
Moyer Funding:	\$0	CMAQ Funding:	\$0
Other CoFunding:	\$3,516		

Capital Recovery Factor: 1.03 **Annual Auto Trips Reduced:** 3,679

Project Analysis Period: 1 years **Annual Auto VMT Reduced:** 180,249

Annual Operating Days (D): 4 days

Daily Ridership (R): 4,432 trips (riders)/day

Annual Van VMT: 2,552 annual miles traveled

Adjustment (A): 0.83 *This factor equals the portion of riders who are NOT vanpool-dependent.*

Replaced Auto Trip Length (L): 16.00 miles in one direction of trip

Adjustment (AA): 0.75 *This factor equals the portion of riders who drive to the vanpool service.*

Auto Access Trip Length (LL): 5.00 miles in one direction of trip

<i>EMISSION FACTORS:</i>	Auto Trip End Factors	Auto VMT Factors	VanVMT Factors
ROG :	0.756 <i>grams</i>	0.273 <i>grams</i>	0.23 <i>grams</i>
NOx :	0.444 <i>per trip</i>	0.320 <i>per mile</i>	1.29 <i>per mile</i>
PM10 :	0.009	0.221	0.27

<i>EMISSION REDUCTIONS:</i>	Pounds per Year	Tons per Year
ROG:	113	0.06
NOx:	123	0.06
PM10:	86	0.04
Total:	323	0.16

COST-EFFECTIVENESS OF:

Motor Vehicle Fees and/or Moyer Funds:	\$98.32 per pound	\$196,640 per ton
CMAQ Funds:	\$0.00 per pound	\$0 per ton
All Funding Sources:	\$109.53 per pound	\$219,070 per ton

EXHIBIT SUMMARY SHEET

RECEIVED

MAR 29 2010

AQMD

Applicant: El Dorado County Transit Authority

Contact Person: Matt Mauk, Transit Services Assistant

Address: 6565 Commerce Way, Diamond Springs, CA 95619

Telephone#: (530) 642-5383 ext. 201 **Fax# (optional):** (530) 622-2877

Project Budget	AB2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$30,824	\$	\$3,516	\$34,340
TOTAL	\$30,824	\$	\$3,516	\$34,340

Alternative Project Budget	AB2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

Estimated Emission Reductions/Costs-Effectiveness	As Proposed	Alternate Funding Level
Useful Life of Project (years)	1	NA
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-10)	266 lbs.	NA
Annualized Cost-Effectiveness (total project costs)	\$132.98/lb.	NA
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$119.37/lb.	NA

Brief Project Description: El Dorado County Fair Shuttle, June 2011; parking shuttle service to and from the Fairgrounds during the 2011 County Fair.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: El Dorado County Transit Authority

Please complete and attach this checklist with your application.

- X Exhibit Summary Sheet – page 1
- X Request for Proposal Contents Checklist – page 2
- X Authorization Letter/Resolution – pages 3-5
- X Project Description – page 6
- X Project Organization/Background – page 7
- X Emission Benefits/Cost Effectiveness – pages 8-9
- X Work Statement – page 10
- X Funding Request/Cost Breakdown – page 11
- X Matching Funds – page 11
- X Schedule of Deliverables/Self-Monitoring Program – page 12
- X 2 Copies of Proposal

Appendix A Excerpts from: Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, Emission Factor Tables, February 2010.

Appendix B Sample of Project Report

Appendix C Letters of Support

Appendix D Sample of Paid Advertising/Articles



EL DORADO TRANSIT

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

March 16, 2010

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

Re: AB2766 Motor Vehicle Emission Reduction Project 2010-2011
El Dorado County Fair Shuttle 2011

Dear Ms. McTaggart:

The El Dorado County Transit Authority (El Dorado Transit) is submitting an application for AB2766 Motor Vehicle Emission Reduction Project funding for 2010-2011. El Dorado Transit Resolution No. 10-08 (copy attached), authorizes the submission of the application.

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

The El Dorado County Transit Authority will administer the project.

The El Dorado County Transit Authority will provide a parking shuttle service from up to three (3) off-site parking locations to the El Dorado County Fairgrounds during the County Fair, June 2011. This shuttle will provide an alternative to traveling by automobile and will reduce automobile congestion and the associated emissions.

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

Sincerely,

Mindy Jackson
Executive Director



EL DORADO TRANSIT

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-945
(530) 642-5388
FAX (530) 622-BUS
www.eldoradotransit.com

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 10-08**

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

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

WHEREAS, AB 2766, codified in California Health and Safety Code section 44223, authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the district, and the Governing Board of the El Dorado County Air Quality Management District (EDC AQMD) has imposed said fee; and

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

WHEREAS, El Dorado County Transit Authority (EDCTA) is an eligible applicant for AB 2766 projects; and

WHEREAS, the EDC AQMD has published a request for proposals for Fiscal Year 2010/11 AB 2766 eligible projects;

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

BE IT FURTHER RESOLVED, that the Transit Services Assistant Matt Mauk be the contact person at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619, (530) 642-5383 extension 201;

BE IT FURTHER RESOLVED, that El Dorado County Transit Authority will make all reasonable efforts to include matching funds in the proposed project budget for Fiscal Year 2010/11.

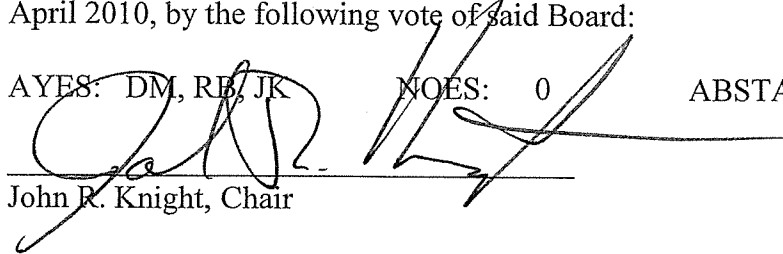
PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 1st day of April 2010, by the following vote of said Board:

AYES: DM, RE, JK

NOES: 0

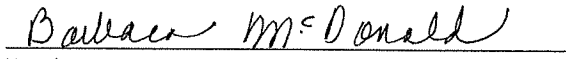
ABSTAIN: 0

ABSENT: PB, JS



John R. Knight, Chair

ATTEST:



Barbara McDonald, Secretary to the Board

PROJECT DESCRIPTION

Objectives

If approved for funding, the El Dorado County Fair Shuttle will significantly reduce congestion; lower emissions related to excessive idling and provide a safe comfortable alternative to parking in and around the Fairgrounds. The shuttle will provide a regional mitigation to traffic congestion on Forni Road, Placerville Drive and State Highway 50 east and west of the Fairgrounds exit in Placerville. With the option of convenient off-site parking and shuttle service pedestrian traffic along Placerville Drive will be reduced improving public safety.

El Dorado Transit is an experienced shuttle operator and has provided a County Fair Shuttle since 1990, as well as annual shuttle service for Apple Hill®. The 2009 County Fair Shuttle provided 14,773 passenger trips, with a total project cost of \$30,858.55.

Scope of Work

With funding, parking and shuttle service will be provided beginning thirty (30) minutes before opening and ending thirty (30) minutes after closing on all four days of the County Fair's operations. The shuttle will provide round-trip service from up to three (3) possible parking locations; the Library/Government Center on Fair Lane, the Park & Ride lot on Motherlode Drive at Missouri Flat Road and the WalMart parking lot at Forni Road and Missouri Flat Road. Shuttle buses will load and unload Fair passengers at the Green Gate of the County Fairgrounds located on Placerville Drive. Three (3) to seven (7) commuter vehicles will be in simultaneous service during the Fair's hours of operation. El Dorado Transit will provide all drivers, support and management personnel necessary for shuttle operations.

El Dorado Transit will provide the following with grant funding:

- Up to Seven (7) 45 or 35 passenger buses
- Approximately 210 hours of passenger service between up to three (3) off-site parking lots to the 2011 El Dorado County Fair
- Transit Drivers
- Support staff: Transportation Supervisors, dispatchers and project managers
- Outreach and regional marketing; including website notifications, announcements, press releases and advertisements in local newspapers
- Coordination of shuttle information included in Fair tabloid and shuttle map mailed to subscribers of local newspaper
- Shuttle and Parking signage
- Liason with County facilities management for off-site parking
- Public liability insurance coverage
- Associated overhead costs

PROJECT ORGANIZATION/BACKGROUND

Project Organization

The El Dorado County Transit Authority (El Dorado Transit) will administer the El Dorado County Air Quality Management District (AQMD) contracts; off-site parking agreements, public liability insurance, vehicle maintenance and support, shuttle vehicles, drivers and appropriate support staffing to assure public safety.

Background

El Dorado Transit has provided public transportation services for the Western Slope of El Dorado County since 1975. Established as a Joint Powers Agency with the County of El Dorado and the City of Placerville, El Dorado Transit provides public transportation to the community in the form of local fixed routes; curb-to-curb Dial-A-Ride; Sac-Med non-emergency medical transportation; complementary paratransit in Placerville; commuter routes from Placerville to downtown Sacramento; commuter routes to the Sacramento Light Rail in Folsom and contracted transportation for social service agencies. El Dorado Transit provided 449,175 passenger trips during Fiscal Year (FY) 2008/2009.

El Dorado Transit is an experienced shuttle operator. The agency has provided annual shuttle service for the El Dorado County Fair since 1990. The 2009 County Fair Shuttle provided 14,773 passenger trips over four (4) days of operation. El Dorado Transit has also provided an Apple Hill® Shuttle each year from 1988 through 2000 and 2003 through 2009.

Sixty-nine (69) employees provide transportation services fourteen and one-half (14 ½) hours a day, Monday through Friday, and limited weekend hours. All components necessary to provide public transportation are housed within the Transit Operating Base and Maintenance Facility at 6565 Commerce Way Diamond Springs, California. El Dorado Transit maintains and schedules a fleet of sixty-one (61) vehicles, including wheelchair accessible mini-vans; lift-equipped buses with capacity ranging from twenty-two (22) up to fifty-seven (57) passengers, one (1) mobile mechanics' truck and seven (7) staff vehicles. In-house services include operations; dispatching and scheduling; trip planning; vehicle maintenance; transit planning; marketing and full administrative support.

El Dorado Transit management, drivers and staff have a distinguished level of commitment and competence in providing efficient public transportation to the residents of the Western Slope of El Dorado County. Twenty-nine (29) Transit Drivers received safe driving commendations for FY 2008/2009. Management and supervisory employees have completed the accredited Paratransit and Transit Management Program.

VANPOOLS AND SHUTTLES

Subcategory: (4c) Transit Operations (new service, shuttles, fuel subsidies)

Air District Name: El Dorado County APCD

Local Government Name: Not Applicable

Project Name: El Dorado County Fair Shuttle, June 2011

Description: Shuttle service from up to three (3) off-site parking locations to and from the main gate of the El Dorado County Fairgrounds during all four (4) days of the 2011 Fair. Shuttle will consist of three (3) to seven (7) ULEV deisel vehicles at a time, with capacity for up to forty-five (45) passengers each. Service will be provided Thursday through Sunday of the fair weekend, from thirty (30) minutes before opening to thirty (30) minutes after closing.

Implementing Agency: El Dorado County Transit Authority **Private Agency:** No

FUNDING:

MVFees Funding:	\$30,824	MSRC Funding:	\$0
Moyer Funding:	\$0	CMAQ Funding:	\$0
Other CoFunding:	\$3,516		

Capital Recovery Factor:	1.03	Annual Auto Trips Reduced:	3,679
Project Analysis Period:	1 years	Annual Auto VMT Reduced:	180,249

Annual Operating Days (D):	4	days
Daily Ridership (R):	4,432	trips (riders)/day
Annual Van VMT:	2,552	annual miles traveled
Adjustment (A):	0.83	<i>This factor equals the portion of riders who are NOT vanpool-dependent.</i>
Replaced Auto Trip Length (L):	16.00	miles in one direction of trip
Adjustment (AA):	0.75	<i>This factor equals the portion of riders who drive to the vanpool service.</i>
Auto Access Trip Length (LL):	5.00	miles in one direction of trip

EMISSION FACTORS:	Auto Trip End Factors	Auto VMT Factors	VanVMT Factors
	ROG : 0.756 <i>grams</i>	0.273 <i>grams</i>	0.17 <i>grams</i>
	NOx : 0.444 <i>per trip</i>	0.320 <i>per mile</i>	0.40 <i>per mile</i>
	PM10 : 0.009	0.064	0.26

EMISSION REDUCTIONS:	Pounds per Year	Tons per Year
ROG:	114	0.06
NOx:	128	0.06
PM10:	24	0.01
Total:	<u>266</u>	<u>0.13</u>

VANPOOLS AND SHUTTLES

Subcategory: (4c) Transit Operations (new service, shuttles, fuel subsidies)

COST-EFFECTIVENESS OF:

Motor Vehicle Fees and/or Moyer Funds:	\$119.37	per pound	\$238,734	per ton
CMAQ Funds:	\$0.00	per pound	\$0	per ton
All Funding Sources:	\$132.98	per pound	\$265,965	per ton

WORK STATEMENT

<u>TIME LINE</u>	<u>PHASE</u>
July, 2010	Contract execution between the El Dorado County AQMD and El Dorado Transit
March-April, 2011	Meet with El Dorado County Fair Association to plan shuttle schedules and advertisements Coordinate with County of El Dorado facility managers regarding off-site parking Create map and insert for local newspaper
May, 2011	*Press Releases and advertising regarding County Shuttle including acknowledgement of AB2766 Funding Design and procurement of signage Operations planning and staff training Information and promotion of Shuttle included on El Dorado Transit and El Dorado County Fair websites
June, 2011	Provide four (4) days of shuttle service for the annual El Dorado County Fair
July, 2011	Final Reports and Billing to the El Dorado County AQMD

*A sample of paid advertising is included in Appendix D.

FUNDING REQUEST/BREAKDOWN OF COST

Funding Request

El Dorado Transit is requesting an allocation of \$30,824 in AB2766 DMV Surcharge funds to this project. This funding will provide for operation of four (4) days of shuttle service during the 2011 El Dorado County Fair and all related labor, maintenance, training, advertising and informational materials.

Breakdown of Cost

Item/Service	Total Cost	Source
Shuttle Service Operations	\$27,699	AB2766
Additional Labor and Maintenance	\$3,797	AB2766 and El Dorado Transit
Training (Coordinators and Driving Staff)	\$844	AB2766
Advertising and Informational Materials	\$2,000	AB2766 and El Dorado County Fair Association
Total Project Cost	Not to Exceed \$34,340	

MATCHING FUNDS

Item/Service	Matching Funds	Source
n/a	\$0	n/a
Total Matching Funds	\$0	

IN-KIND MATCH

Item/Service	Matching Funds	Source
Additional Labor and Maintenance	\$2,516	El Dorado Transit
Advertising, Website Maintenance	\$1,000	El Dorado County Fair Association
Total In-Kind Matching Funds	\$3,516	

SCHEDULE OF DELIVERABLES/MONITORING PROGRAM

DELIVERABLES:

Continuous parking shuttle service to the El Dorado County Fairgrounds from up to three (3) off-site parking facilities during the Fair's hours of operation.

DATES:

June, 2011

MONITORING PROGRAM:

Detailed accounting of staff time, vehicle service time, mileage and passenger boarding statistics will be recorded and compiled by El Dorado Transit staff throughout the contracted service period. El Dorado Transit will submit one (1) project report to the El Dorado County AQMD on the overall usage and passenger boarding statistics. A sample form of the 2009 County Fair Shuttle Project Report is included in Appendix B for review.

APPENDIX A

El Dorado County Transit Authority

**Excerpts from:
Methods to Find Cost-Effectiveness of Funding Air Quality Projects,
Emission Factor Tables, February 2010**

Vanpools and Shuttles

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

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

Need to know:

Funding dollars

Number of operating days per year

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

Average length of auto trips replaced

Percent of riders who drive to the vanpool or shuttle service

Daily VMT for the new shuttle service

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

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

Emission Factor Inputs for Auto Travel

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

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

Emission Factor Inputs for Van/Shuttle Travel

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

To select emission factors for van / shuttle travel:

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

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

**Table 2 Cleaner Vehicles Emission Factors (2004 - 2008)
For Light-Duty and Medium-Duty Vehicles (Chassis Certified)
Based on LEV II Exhaust Emission Standards**

Baseline Vehicles

Low-emission light-duty and medium-duty vehicle (LEV) emission factors in grams per mile with 120,000 mile durability					
Weight (lbs.) ¹	ROG	NOx	PM10 ²		CO
			Exhaust	Total ³	
Up to 8500	0.08	0.06	0.01	0.21	3.87
8501-10,000	0.20	0.20	0.12	0.32	6.40
10,001-14,000	0.23	0.40	0.12	0.32	7.30

Cleaner Vehicles

Ultra low-emission light-duty and medium-duty vehicle (ULEV) emission factors in grams per mile with 120,000 mile durability					
Weight (lbs.)	ROG	NOx	PM10		CO
			Exhaust	Total	
Up to 8500	0.05	0.06	0.01	0.21	1.93
8501-10,000	0.14	0.20	0.06	0.26	6.40
10,001-14,000	0.17	0.40	0.06	0.26	7.30

Super ultra low-emission vehicle (SULEV) factors in grams per mile with 120,000 mile durability Partial zero emission vehicle (PZEV) with 150,000 mile durability Advanced technology zero emission vehicle (AT-PZEV) with 150,000 mile durability					
Weight (lbs.)	ROG	NOx	PM10		CO
			Exhaust	Total	
Up to 8500	0.01	0.02	0.01	0.21	1.00
8501-10,000	0.10	0.10	0.06	0.26	3.20
10,001-14,000	0.12	0.20	0.06	0.26	3.70

Zero-emission light-duty and medium-duty vehicle (ZEV) emission factors in grams per mile					
Weight (lbs.)	ROG	NOx	PM10		CO
			Exhaust	Total	
All weights	0	0	0	0.20	0

Source: Based on California Vehicle Exhaust Standards ("LEV II") for chassis certified vehicles. Factors represent a weighted average of emission standards over a 120,000-mile life; the first 50,000 miles are assessed at the 50,000-mile standard, and the remaining 70,000 miles are assessed at the 120,000-mile standard. The SULEVs exhaust standards apply over the full 120,000 mile life. PZEVs and AT-PZEVs must comply with SULEV standards over 150,000 miles and have near zero evaporative emissions. AT-PZEV must also make use of additional "ZEV-enabling" clean technology such as alternative fuel, electric drive, or other advanced technology systems. The PM exhaust factors are based on total PM standards. Tire wear and brake wear factors are based on EMFAC2007, version 2.3 (Nov 1, 2006). The road dust portion of the PM10 factor is based on U.S. EPA's Compilation of Air Pollutant Emission Factors (AP-42, January 1995). Silt loading and vehicle weight data used as inputs to EPA's equation are from Improvement of Specific Emission Factors (BACM Project No. 1), Final Report, Midwest Research Institute, March 1996. Vehicle trip reductions may have little, if any effect on road dust emissions from high volume facilities thought to be in equilibrium, i.e., the dust is fully entrained due to the heavy traffic. The road dust PM10 factor, however, may be multiplied times total VMT reductions as it has been scaled down to reflect emissions from lower-volume local and collector roads only.

¹ Gross vehicle weights can be associated with passenger capacity as follows: 5751-8500, roughly 8 passengers; 8501-10,000, roughly 10-15 passengers; 10,001-14,000, roughly 20 passengers or more.

² PM10 factors are based on standards for diesel vehicles only. There is no applicable standard for gasoline vehicles; gasoline vehicles are known to emit significantly less PM10.

³ Total PM10 factors include motor vehicle exhaust, tire wear (0.008 g/m), brake wear (0.013 g/m), and entrained road dust (0.184 g/m).

Table 3A Average Auto Emission Factors

(Fleet of Light-Duty Passenger Vehicles, Light-Duty Trucks and Motor Cycles)

Analysis Period or Project Life	1 Year 2008	1 Year 2009	1 Year 2010
ROG			
VMT (g/mile)	0.332	0.302	0.273
commute trip ends (g/trip end)	1.189	1.100	1.016
average trip ends (g/trip end)	0.885	0.819	0.756
NOx			
VMT (g/mile)	0.391	0.354	0.320
commute trip ends (g/trip end)	0.535	0.498	0.461
average trip ends (g/trip end)	0.511	0.477	0.444
PM10			
VMT (g/mile)	0.064	0.064	0.064
running exhaust only (g/mile)	0.016	0.016	0.016
tire and brake wear (g/mile)	0.020	0.020	0.020
road dust (g/mile)	0.028	0.028	0.028
commute trip ends (g/trip end)	0.015	0.016	0.016
average trip ends (g/trip end)	0.008	0.008	0.009
CO			
VMT (g/mile)	4.032	3.668	3.325
commute trip ends (g/trip end)	10.113	9.422	8.747
average trip ends (g/trip end)	7.259	6.753	6.261

Source: EMFAC2007, V2.3 (Nov 1 2006), statewide average annual emissions

RTS runs use humidity 50%, temperature 75 degrees F.

PM10 Road Dust (paved) emission factor of 0.184 is based on US EPA's Compilation of Air Pollutant Emission Factors (AP-42, January 1995).

February 2010

APPENDIX B

El Dorado County Transit Authority

Sample Form of Project Report

AB2766 PROJECT REPORT

Project Name: El Dorado County Fair Shuttle 2009

EDCAQMD Contract No. 009-DMV-08/09-BOS

Reporting Period: June 18-21, 2009

DAY	PASSENGER BOARDINGS	TOTAL PASSENGER TRIPS
Thursday, June 18 th	3,596	3,596
Friday, June 19 th	3,664	3,664
Saturday, June 20 th	4,811	4,811
Sunday, June 21 st	2,702	2,702
TOTALS		14,773

Cost Breakdown

Contracted Shuttle Service: \$25,427.76
Operational Costs and Advertising: \$ 769.01
Staff Support: \$ 4,661.78

Total Project Cost = \$30,858.55

Total Billable Cost (Per Contract) = \$24,521.00 Credit = \$6,337.55

APPENDIX C

El Dorado County Transit Authority

Letters of Support



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

March 25, 2010

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

Dear Ms. McTaggart,


The El Dorado County Transportation Commission (EDCTC) supports the El Dorado County Transit Authority (EDCTA) request for AB 2766 grant program funds to continue operation of a shuttle for the El Dorado County Fair in June, 2011. El Dorado Transit has operated annual shuttle service for the Fair since 1990. In June, 2009 the shuttle provided 14,773 passenger trips over the four days of the Fair.

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

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

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

Sincerely,


Kathryn Mathews, AICP
Executive Director

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

G.10-0565.37



Still Finding Gold In El Dorado County

March 23, 2010

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

Dear Ms. McTaggart,

The El Dorado County Chamber of Commerce fully supports the El Dorado County Transit Authority (EDCTA) request for AB 2766 grant program funds to continue operation of a shuttle for the El Dorado County Fair in June, 2011. El Dorado Transit has operated annual shuttle service for the Fair since 1990. In June, 2009 the shuttle provided 14,773 passenger trips over the four days of the Fair.

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

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

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

Sincerely,

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

EL DORADO COUNTY CHAMBER OF COMMERCE

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

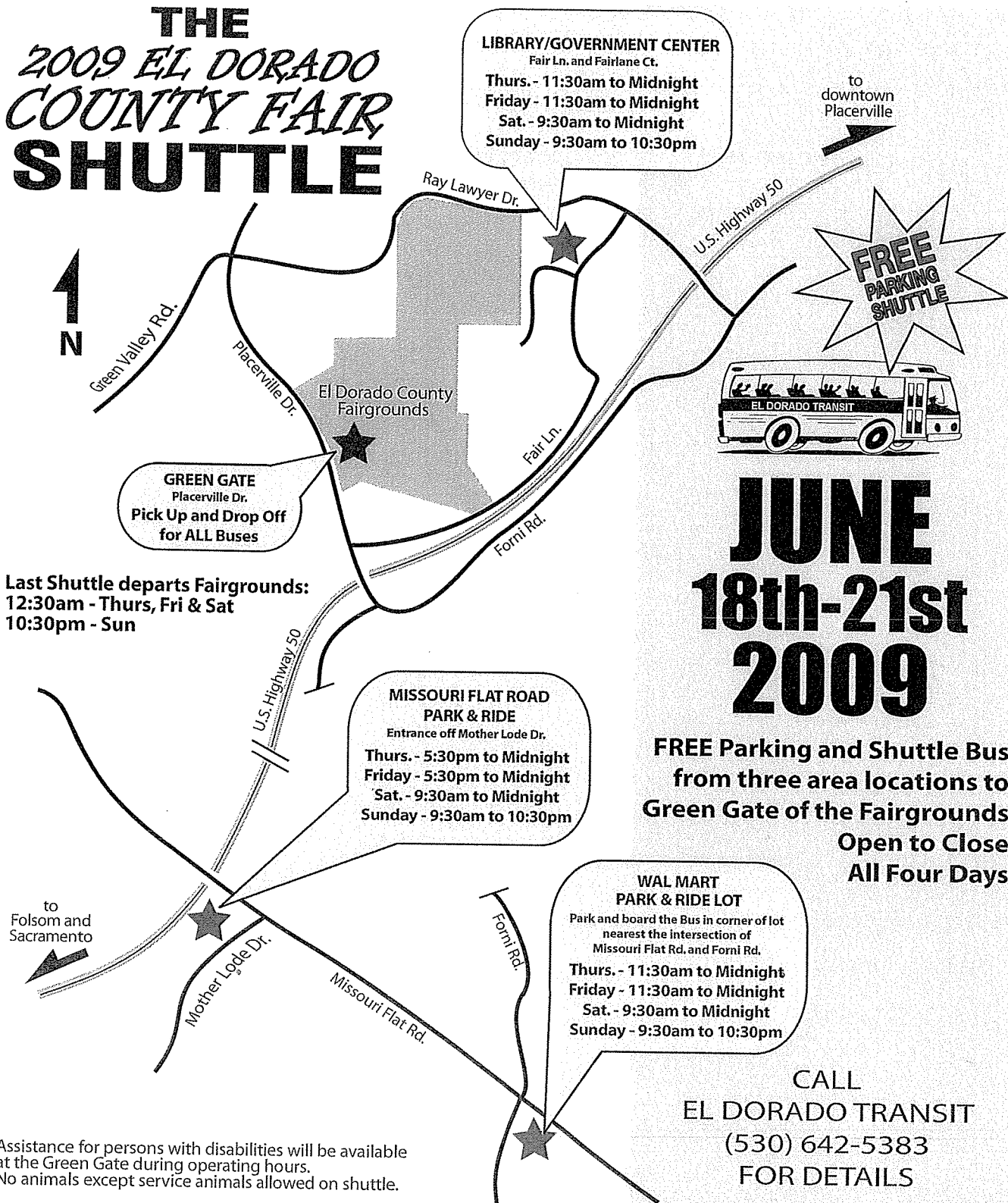
G.10-0565.38

APPENDIX D

Samples of Paid Advertising/Articles

**Sources: 2009 El Dorado County Fair Tabloid, Mother Lode Publishing and
El Dorado Transit Press Release, July 3, 2008**

THE 2009 EL DORADO COUNTY FAIR SHUTTLE



Sponsored by the El Dorado County Air Quality Management District,
El Dorado County Fair Association and El Dorado Transit