

CONTRACT ROUTING SHEET 171-F/211

Date Prepared: 08/04/2011

Need Date: _____

PROCESSING DEPARTMENT:

Department: EMD for AQMD
Dept. Contact: Michele Weimer
Phone #: 5670
Department: _____
Head Signature: *Michele Weimer*

CONTRACTOR:

Name: EDCTA - Fair Shuttle
Address: 6565 Commerce Way
Diamond Springs, CA 95619
Phone: _____

CONTRACTING DEPARTMENT: AQMD - charge 433200

Service Requested: AB2766 - motor vehicle emission reduction project

Contract Term: 1 year Contract/Amendment Value: \$30,609.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: NA

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

Approved: Disapproved: Date: 8/11/11 By: *Phantz*
Approved: Disapproved: Date: _____ By: _____

Note!

Is Insurance Req'd. from the Contractor? (Since it's not the "City" but the transit auth)

EL DORADO COUNTY COUNSEL
2011 AUG 11 PM 1:21

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

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

Note: Insurance approved by Kim Karr - Please see attached - M Weimer

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

Departments:

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

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
08/17/2011

PRODUCER

Alliant Insurance Services
100 Pine Street, 11th Floor
San Francisco, CA 94111
(415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619-9454

PROGRAM AFFORDING COVERAGE

A: California Transit Insurance Pool

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	1112-L-20	05/01/11	05/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> MANUSCRIPT FORM				PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$
A	AUTOMOBILE LIABILITY	1112-L-20	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

The El Dorado County Air Quality Management District (AQMD), its officers, officials, employees, and volunteers are named as Additional Covered Parties with respects to Funding Agreement 003A-DMW-11/12-BOS between El Dorado County Air Quality Management District and El Dorado County Transit Authority to perform the El Dorado County Fair Shuttle Project.

The term of this Agreement shall be effective upon final execution by all parties and shall expire on June 30, 2012.

CERTIFICATE HOLDER

ADDITIONAL COVERED PARTY ENDORSEMENT

CANCELLATION

ELDO-051

AQMD, El Dorado County
Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667
Attn: Mike Applegarth

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erin A. White

**CALIFORNIA TRANSIT INSURANCE POOL
A JOINT POWERS AUTHORITY
GENERAL AND AUTOMOBILE LIABILITY COVERAGE**

ADDITIONAL COVERED PARTY ENDORSEMENT

It is understood and agreed that in accordance with Section IV. WHO IS A COVERED PARTY paragraph D. that the following person or organization named below is included as an additional covered party for Bodily Injury and Property Damage, but only with respect to facilities or personal property owned by such person or organization and used by the Property (Member) or for liability arising out of operations performed by or on behalf of the Property (Member) for such person or organization so designated.

<i>Additional Covered Party</i>	<i>Limit of Liability</i>	<i>Description of Activity or Location of Facilities Used</i>
AQMD, El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA, 95667 Attn: Mike Applegarth	\$1,000,000 per occurrence	The El Dorado County Air Quality Management District (AQMD), its officers, officials, employees, and volunteers are named as Additional Covered Parties with respects to Funding Agreement 003A-DMW-11/12-BOS between El Dorado County Air Quality Management District and El Dorado County Transit Authority to perform the El Dorado County Fair Shuttle Project. The term of this Agreement shall be effective upon final execution by all parties and shall expire on June 30, 2012.

Notwithstanding any requirement, term or condition of any contract or agreement to which this coverage may apply, the coverage afforded an additional covered party shall be subject to all the terms, exclusions and conditions of this Memorandum of Coverage as otherwise applicable.

This endorsement is part of the Memorandum of Coverage and is effective on the date shown below.

All other terms and conditions remain unchanged.

Effective Date: May 1, 2011
Property: El Dorado County Transit Authority
Expiration date of activity: May 1, 2012
Issued to: AQMD, El Dorado County
Air Quality Management District
Date Issued: August 17, 2011
Corresponding Cert. No.: ELDO-051

Brian A. White

Authorized Representative for CalTIP
Alliant Insurance Services

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. 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 coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Participating Member:
 El Dorado County Transit Authority
 6565 Commerce Way
 Diamond Springs, CA 95619

Member Number:
 WCP-5452

Entity Affording Coverage:
 Special District Risk Management Authority
 1112 'I' Street, Suite 300
 Sacramento, California 95814
 800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> Workers' Comp.	WCP-SDRMA-201112	07/01/2011	07/01/2012	Each Occurrence Each Occurrence
				Statutory \$5,000,000

Description; All listed coverage is in effect only for the time period specified.
 Evidence of coverage.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 07/01/2011	Expiration Date 07/01/2012	Certificate Type:	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee
				<input checked="" type="checkbox"/> Evidence of Coverage	
CERTIFICATE HOLDER El Dorado County Air Quality Management District Attn: Marcella McTaggart, APCO 2850 Fairlane Court Placerville, CA 95667			 Gregory S. Hall - Chief Executive Officer		



**Funding Agreement 003A-DMV-11/12-BOS
Between
El Dorado County Air Quality Management District .
And
El Dorado County Transit Authority**

This Agreement No. 003A-DMV-11/12-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. SCOPE OF WORK

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 "Project Description" attached hereto as Exhibit A (hereinafter referred to as "Proposal") 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. The text of this Agreement;
2. Proposal to this Agreement; and
3. The "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2011-2012.

2. PERIOD OF PERFORMANCE/TIMETABLE

CONTRACTOR shall commence performance of work and produce all work products in accordance with the Project Description, 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 effective upon final execution by all parties and shall expire on June 30, 2012 unless terminated earlier in accordance with Article 7, Termination. This Agreement may be extended upon the same terms and conditions if mutually agreed upon in writing at least sixty (60) days prior to the expiration of the Agreement.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of **Thirty Thousand Six Hundred Nine Dollars and 00/100 (\$30,609)** 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 Thirty Thousand Six Hundred Nine Dollars and 00/100 (\$30,609)**.

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: Mike Applegarth or his successor. 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, AQMD will issue payment to CONTRACTOR within thirty (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 Article 4, Compensation.

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

THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY AQMD and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the AQMD.

Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The following policies of insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII. Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately

to this project/location or the general aggregate limit shall be twice the required occurrence limit.

1. The AQMD, its officers, officials, employees, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
 2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 3. For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects AQMD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 4. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to AQMD, its officers, employees, and agents.
- B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- D. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- E. Any deductibles or self-insured retentions must be declared to and approved by the AQMD. AQMD may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- F. Contractor shall furnish AQMD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the AQMD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. AQMD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. If Contractor does not keep all required policies in full force and effect, AQMD may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

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 Auditor General 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 to AQMD shall be in duplicate and addressed as follows:

CONTRACTOR

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

AQMD

El Dorado County
Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667
Attn: Mike Applegarth,
Interim 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. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure section 394.

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 Mike Applegarth, Interim Air Pollution Control Officer or his 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.

REQUESTING DEPARTMENT CONCURRENCE:

By: Mike Applegate Date: 9/26/11

Air Pollution Control Officer

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

**CONTRACTOR
EL DORADO COUNTY
TRANSIT AUTHORITY**

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

Date: 8/22/11

Date: 6/14/11

By: Mindy Jackson
**Mindy Jackson
Executive Director**

By: Raymond J. Nutting
**Raymond J. Nutting
Chair**

**Attest:
Clerk of the Board**

Date: 6/14/11
By: Marcie MacFarland

PROJECT DESCRIPTION

Objectives

El Dorado Transit in collaboration with the Apple Hill® Growers Association proposes to provide a shuttle along the Apple Hill® scenic drive on weekends during October 2011 and October 2012. If approved for full funding, the Apple Hill® Shuttle project will significantly reduce traffic congestion; lower emissions related to cold starts and provide a safe comfortable ride through the Apple Hill® area. The shuttle project will provide a regional mitigation to traffic congestion on rural roads in Camino and relief to State Highway 50 west of Placerville and in Camino.

The proposed project budget includes funding for two (2) years of shuttle service, 2011 and 2012. Due to the timing of the grant cycle, there is a short turn around between contract award and project execution. As a result, planning and promotion of the shuttle service is delayed until just a few months before the service is due to begin. With full funding as proposed, staff will gain the necessary lead time to begin planning, developing inter-agency agreements for traffic control and promoting the shuttle service in subsequent years. If funded for two (2) years this grant cycle, El Dorado Transit will apply for the 2013 Apple Hill® Shuttle in 2012.

The El Dorado County Transit Authority (El Dorado Transit) is an experienced shuttle operator and has provided an Apple Hill® Shuttle annually from 1988 through 2000 and 2003 through 2010, as well as annual shuttle service for the El Dorado County Fair. The 2010 Apple Hill® Shuttle provided a record 15,192 passenger trips, despite the loss of one (1) day of service due to inclement weather. Ridership is directly influenced by the weather therefore, on inclement weekends, El Dorado Transit reserves the right to cancel or reduce service.

Scope of Work

El Dorado Transit in collaboration with the Apple Hill® Growers Association will provide a shuttle along the Apple Hill® scenic drive on weekends during October 2011 and October 2012. The shuttle will be a continuous loop between at least two (2) parking facilities and several Apple Hill® ranches, farms and wineries. Parking will be provided through agreements with the Placerville Union School District for use of the Louisiana Schnell School parking lot and with the U.S. Forrest Service for use of the Placerville Ranger Station facility. Additional parking facilities may be explored if necessary. The shuttle will operate from 10:00 a.m. until 5:00 p.m. Saturdays and Sundays, weather permitting. The shuttle buses will board passengers at each safe location about every fifteen (15) to twenty (20) minutes depending upon traffic.

If funded, this project will include \$18,860 per year for the provision of traffic control measures on US Highway 50 in Camino to coincide with the shuttle services. The traffic control will be a coordinated effort through the California Department of Transportation

(Caltrans), El Dorado County Department of Transportation (DOT) and the California Highway Patrol (CHP). Traffic control will include the closure of up to three (3) exits from eastbound US Highway 50 onto Carson Road in Camino, during peak traffic times. US Highway 50 serves as the primary ingress and egress route for visitors traveling to the Apple Hill® area. During peak times, such as weekends in October, extremely high traffic volume leads to stop-and-go congestion and creates unsafe driving conditions on US Highway 50 and connecting surface streets. Vehicles attempting to turn left from eastbound lanes wait in long lines and eventually cross westbound lanes where the posted speed limit for opposing traffic is 65 miles per hour. The closure of left hand turns from eastbound US Highway 50 and diversion of traffic to existing interchanges will significantly improve traffic flow and safety, mitigate traffic congestion and reduce emissions from excessive vehicle idling.

An alternative project budget is included in this proposal which provides for shuttle operations and traffic control measures for October 2011 only. El Dorado Transit will provide the following for each year funded:

- At least six (6) 45 passenger buses
- Support staff: transit drivers, transportation supervisors, coordinators, dispatchers and project manager
- Approximately 350 hours of passenger service between two (2) off-site parking locations and approximately thirty (30) ranches, farms and wineries throughout the Apple Hill® area
- Coordination of information provided Apple Hill® Growers Association
- Press releases, advertising and website notification
- Agreements with local agencies for parking facilities
- Public liability insurance coverage
- Associated overhead costs
- Portable restroom at parking facilities where necessary
- Shuttle signage and installation of signs at safe stops along scenic route

Apple Hill® Growers Association will provide matching funds and in-kind advertising, for each year funded, as follows:

- Matching funds - \$3,200 per year funded
- Cider Press; a ranch marketing publication with a distribution of 200,000 throughout the states of California and Nevada
- Shuttle information to be included on all Apple Hill® maps (an additional 200,000 distributed)
- Apple Hill® Growers Association website to include information on the shuttle

Caltrans, DOT and CHP will provide sufficient equipment and personnel to provide traffic control measures on US Highway 50 and connecting surface streets in Camino, during peak traffic times.

PROJECT ORGANIZATION/BACKGROUND

Project Organization

El Dorado Transit will administer the El Dorado County Air Quality Management District (AQMD) contract; off-site parking agreements with the Placerville Union School District and US Forrest Service, public liability insurance, vehicle maintenance and support, shuttle vehicles, drivers and appropriate support staffing to assure public safety. For each year funded, El Dorado Transit will collaborate with Caltrans, DOT and CHP for the provision of traffic control measures to coincide with shuttle operations.

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 398,104 passenger trips during Fiscal Year (FY) 2009/2010.

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. Eighteen (18) Transit Drivers received safe driving commendations for FY 2009/2010. Management and supervisory employees have completed the accredited Paratransit and Transit Management Program.

El Dorado Transit is an experienced shuttle operator. El Dorado Transit has provided an Apple Hill® Shuttle each year from 1988 through 2000 and 2003 through 2010. The agency also provides annual shuttle service for the El Dorado County Fair. The 2010 Apple Hill® Shuttle provided a record 15,192 passenger trips over seven (7) days. Ridership is directly influenced by the weather therefore, on inclement weekends, El Dorado Transit reserves the right to cancel or reduce service.

WORK STATEMENT

<u>TIME LINE</u>	<u>PHASE</u>
July, 2011/12	Contract execution between the El Dorado County AQMD and El Dorado Transit
Aug.-September, 2011/12	*Distribution of the Cider Press and Apple Hill Map including Shuttle information and acknowledgement of AB2766 Funding *Press Releases and advertising regarding Apple Hill® Shuttle including acknowledgement of AB2766 Funding Design and procurement of signage Planning of operations and staff training Information and promotion of Shuttle included on El Dorado Transit and Apple Hill® websites Execute agreements necessary for use of shuttle parking facilities Collaboration with transportation partners to provide traffic control measures
October, 2011/12	Provide weekend shuttle service from 10:00 a.m. to 5:00 p.m. October 1 st through October 23 rd utilizing at least six (6) vehicles. Parking for passengers and coordination of the shuttle service to take place at two (2) off-site locations in Placerville and Camino
December, 2011/12	Final Reports and Billing to the El Dorado County AQMD

If fully funded, the above schedule and deliverables will be performed for the 2011 and 2012 Apple Hill Shuttles. In 2012 shuttle service will be provided weekends, from October 6 through October 28, 2012. The alternative project proposal is for the 2011 shuttle service only.

*Samples of promotional information and paid advertising are included in Appendix D.

FUNDING REQUEST/BREAKDOWN OF COST

El Dorado Transit is requesting allocation of \$124,934 or an alternative of \$62,466 in AB2766 DMV Surcharge funds to this project. This funding will provide for shuttle service during October 2010 and 2011, all related training, maintenance, advertising and informational materials. Shuttles will operate from 10:00 a.m. to 5:00 p.m. on weekends, utilizing six (6) transit vehicles. This project will include provision of traffic control measures on US Highway 50 in Camino for each year funded.

Breakdown of Project Budget (2 Years)

Item/Service	Total Cost	Source
Shuttle Service Operations	\$88,636	AB2766, Apple Hill® Growers Association
Additional Labor and Maintenance	\$5,078	AB2766, El Dorado Transit
Training (Coordinators and Driving Staff)	\$2,766	AB2766
Advertising and Informational Materials	\$4,750	AB2766, Apple Hill® Growers Association
Traffic Control Measures	\$37,720	AB2766
Estimated Total Project Cost	\$138,950	
AB 2766 Funding Request	Not to Exceed \$124,934	

Breakdown of Alternative Project Budget (1 Year)

Item/Service	Total Cost	Source
Shuttle Service Operations	\$44,318	AB2766, Apple Hill® Growers Association
Additional Labor and Maintenance	\$2,538	AB2766, El Dorado Transit
Training (Coordinators and Driving Staff)	\$1,383	AB2766
Advertising and Informational Materials	\$2,375	AB2766, Apple Hill® Growers Association
Traffic Control Measures	\$18,860	AB2766
Estimated Total Project Cost	\$69,474	
AB 2766 Funding Request	Not to Exceed \$62,466	

MATCHING FUNDS
(Amounts Shown are Per Year Funded)

Item/Service	Matching Funds	Source
Operational Costs and Advertising	\$3,200	Apple Hill® Growers Association
Matching Funds	\$3,200	

IN-KIND MATCH

Item/Service	In-Kind Match	Source
Advertising in Cider Press/Apple Hill Map	\$1,500	Apple Hill® Growers Association
Additional Labor and Maintenance	\$2,308	El Dorado Transit
Total In-Kind Matching Funds	\$3,808	

The Apple Hill® Growers Association (AHGA) will make a monetary contribution to the operations cost of the shuttle in the amount of \$3,200 per year funded.

The AHGA will contribute ad space in the Cider Press and Apple Hill Map commercially valued at a minimum of \$1,500 per annual publication. AHGH and El Dorado Transit will provide shuttle information on its website. A letter of support from the AHGA, including a commitment of matching funds, is included in Appendix C.

El Dorado Transit will commit an in-kind contribution sufficient to offset additional labor and maintenance costs, directly associated with the project, in the amount of at least \$2,308 per year funded. El Dorado Transit will include sufficient funds in its 2011/12 and 2012/13 Operating Budgets to offset the above costs.

SCHEDULE OF DELIVERABLES/MONITORING PROGRAM

DELIVERABLES:

PROPOSED DATES:

Weekend shuttle service within the Apple Hill® area and all related maintenance, training, advertising and informational materials. Provision of traffic control measures on US Highway 50 in Camino.

October 1 through 23, 2011
October 6 through 28, 2012

MONITORING:

Detailed accounting of staff time, vehicle service time, mileage and passenger boarding statistics related to shuttle services 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 2010 Apple Hill® Project Report is included in Appendix B for review.

Where applicable, El Dorado Transit will provide documentation of any invoices from, or payments made to, collaborating agencies for the provision of traffic control measures.