

CONTRACT ROUTING SHEET

Date Prepared: 5-6-09

Need Date: _____

PROCESSING DEPARTMENT:

Department: Environmental Mgmt
Dept. Contact: Linda Milligin
Phone #: 6668
Department
Head Signature: [Signature]

CONTRACTOR:

Name: EDC Transit Authority
Address: 6565 Commerce Way
Diamond Springs, CA 95619
Phone: _____

CONTRACTING DEPARTMENT:

EMD Air Quality Projects 422200

Service Requested: Review of agreement regarding AB2766 funding for Transit Spare the Air Day Free Shuttle.

Contract Term: June 30, 2010 Contract/Amendment Value: \$47,335.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: N/A

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

Approved: Disapproved: Date: 5/11/09 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

1 Consider regarding insurance.

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

Approved: Disapproved: Date: 5/12/09 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

09 MAY 11 11:01
HUMAN RESOURCES DEPT

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

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

**FUNDING AGREEMENT NO.003-DMV-09/10-BOS
WITH EL DORADO COUNTY TRANSIT AUTHORITY**

This Agreement No. 003-DMV-09/10-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, AB2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of 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 Spare the Air Free Fares 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. Exhibit "A" which makes references to a fourteen (14) day program.

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 2009-2010.

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 May 1, 2010 through September 30, 2010 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of FORTY SEVEN THOUSAND, THREE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$47,335.00) as follows:

CONTRACTOR shall be reimbursed at a rate of THREE THOUSAND THREE HUNDRED EIGHTY ONE DOLLARS AND SEVEN CENTS (\$3,381.07) per day, for each "Spare the Air Day." The parties understand and agree that Exhibit "A" makes references to a fourteen (14) day program.

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 FORTY SEVEN THOUSAND, THREE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$47,335.00).

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 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 sixty (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. 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).

11. NOTICES TO PARTIES

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

CONTRACTOR

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

AQMD

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

12. TIME IS OF THE ESSENCE

It is understood that for 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.

13. 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.

14. NO THIRD-PARTY BENEFICIARIES

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

15 VENUE

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure section 394.

16. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

17. AGREEMENT ADMINISTRATOR

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

or employee with responsibility for administration of this Agreement is Mindy Jackson, El Dorado County Transit Director or her successor.

18. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

19. PARTIAL INVALIDITY

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: Marcella McTaggart Dated: 05-18-2009

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

REQUESTING DEPARTMENT CONCURRENCE:

By: Marcella McTaggart Dated: 05-18-2009

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

By: Gerri Silva Dated: May 19, 2009

**Gerri Silva, M.S., R.E.H.S
Director
El Dorado County Environmental Management Department**

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

**CONTRACTOR
EL DORADO COUNTY
TRANSIT AUTHORITY**

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

Date: 5/15/09

Date: _____

By: *Mindy Jackson*
Mindy Jackson
Transit Director

By: _____

Chair

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

Date: _____

By: _____

EXHIBIT "A"
PROPOSAL

EXHIBIT SUMMARY SHEET

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	\$1,077	\$	\$	\$1,077
Other	\$46,258	\$84,077	\$	\$130,335
TOTAL	\$47,335	\$84,077	\$	\$131,412

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)	903.94 lbs.	NA
Annualized Cost-Effectiveness (total project costs)	\$149.74/lb.	NA
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$53.94/lb.	NA

Brief Project Description: Provision of free transportation on El Dorado Transit fixed route services on up to fourteen (14) "Spare the Air" days, during the 2010 smog season, as designated by the Sacramento Metropolitan Air Quality Management District.

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 – page 8
 - X Work Statement – page 9
 - X Funding Request/Cost Breakdown – page 10
 - X Matching Funds – page 10
 - X Schedule of Deliverables/Self-Monitoring Program – page 11
 - X 2 Copies of Proposal
- Appendix A Excerpts from: Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, May 2005 Edition.
- Appendix B Samples of Project Reports
- Appendix C Letters of Support
- Appendix D Spare the Air: Historical Data, Sacramento Metropolitan Air Quality Management District



EL DORADO TRANSIT

March 23, 2009

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

FREE OF CHARGE ONLY
DIAMOND SPRINGS, CA 95619 2014
(530) 642-5383
FAX (530) 642-6153
www.eldoradotransit.com

Re: AB2766 Motor Vehicle Emission Reduction Project 2009-2010
Spare the Air Free Fares 2009/2010

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 2009-2010. El Dorado Transit Resolution No. 09-08 (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 free public transit for up to fourteen (14) "Spare the Air" days during the 2010 smog season. Free transit would apply to all local fixed and commuter route services on "Spare the Air" days as designated by the Sacramento Air Quality Management District.

This project will provide an incentive to ride public transit and an alternative to traveling by automobile resulting in reduced traffic 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 COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 09-08**

**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 AB 2766 funding; and

WHEREAS, EDCTA will prepare grant applications for projects;

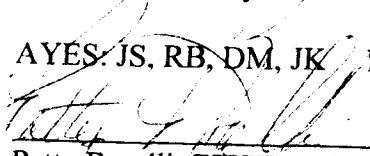
BE IT HEREBY RESOLVED AND ORDERED, that the Chairman of the EDCTA is hereby authorized and directed to submit proposals for Assembly Bill 2766, Motor Vehicle Emission Reduction Projects, and to execute all necessary actions to carry out the purpose of this resolution;

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, and that Executive Director Mindy Jackson shall be authorized to execute all documentation resulting from these Applications;

BE IT FURTHER RESOLVED, that El Dorado County Transit Authority will make all reasonable efforts to include matching funds in the proposed budget for Fiscal Years 2009/2010 and 2010/2011.


PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 19th day of March 2009, by the following vote of said Board:

AYES: JS, RB, DM, JK NOES: 0 ABSTAIN: 0 ABSENT: PB



Patty Borelli, EDCTA Chair

ATTEST:



Barbara McDonald, Secretary to the EDCTA Board

PROJECT DESCRIPTION

Objectives

El Dorado Transit proposes to provide free transit on all regular local bus and commuter services on official "Spare the Air" days as determined by the Sacramento Air Quality District (SMAQMD). If funded, this program will assist regional efforts to reduce emissions; provide an incentive to ride transit and reduce traffic congestion. This is also an opportunity to attract new transit passengers. Commuters will experience life in the carpool lanes on Highway 50 or connect to light rail at the Iron Point Station in Folsom.

The Sacramento region experienced eight (8) "Spare the Air" days during the 2008 smog season. On those days, El Dorado Transit provided a total of 10,219 free trips on its fixed route services. This number represents a 25% increase in riders per day over the "Spare the Air" days in 2007. The number of "Spare the Air" days declared annually in the Sacramento region over the last eight (8) years ranges from five (5) in 2007 to twenty-two (22) in 2002. The average in the region over the same period has been twelve (12) per year.

This program would fully meet the El Dorado County Air Quality Management District's (AQMD) goal of "providing the most motor vehicle emission reductions at the most cost-effectiveness per ton of emissions reduced."

Scope of Work

The program would provide free rides for up to fourteen (14) days during the 2010 smog season. The grant would offset loss of cash fares; furnish printed covers for fareboxes and allow for small marketing efforts. Marketing is done predominantly with the SMAQMD and through local television and radio news programs.

El Dorado Transit subscribes to the SMAQMD Air Alert program. El Dorado Transit will promote "Spare the Air" free fares, collect ridership data and report on project success.

El Dorado Transit will provide the following with grant funding:

- Free passenger fares on local bus and commuter route services on "Spare the Air" days
- "Spare the Air" free fare advertising including acknowledgement of El Dorado County AQMD funding
- Press Releases for local and regional publications
- Rider Alert Email Communications
- Farebox Covers with acknowledgment of El Dorado County AQMD funding

PROJECT ORGANIZATION/BACKGROUND

Project Organization

El Dorado County Transit Authority (hereafter referred to as "El Dorado Transit") will provide up to fourteen (14) days of public transit, without charging fare, on the local fixed and commuter route services; administer the El Dorado County AQMD contracts; provide public liability insurance, vehicles, vehicle maintenance and support, transit drivers, appropriate staffing to assure public safety, marketing and outreach.

Background

El Dorado Transit has provided transportation services as the public transit operator 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 provided 411,752 trips during Fiscal Year 2007/2008. Transportation is provided 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.

Eighty-three (83) 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 (60) vehicles, including wheelchair accessible mini-vans; lift-equipped buses with capacity ranging from twenty-two (22) up to forty-five (45) 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-two (22) Transit Drivers received Safe Driving Awards for Fiscal Year 2007/2008. Management and supervisory employees have completed the accredited Paratransit and Transit Management Program.

EMISSION BENEFITS/COST EFFECTIVENESS

Inputs to calculate cost-effectiveness:

Funding Dollars (**Funding**): \$47,335
 Effectiveness Period (**Life**): 1 year
 Auto Trips (**T**) Eliminated: **10,026** (avg. fixed route one-way trips/week from 07/08 + 25% of remaining vehicle capacity)
 Length (**L**) of Auto Trips Eliminated: **16 (default)**
 Weeks (**W**): **2**
 Adjustment (**A**) for Auto Access Trips to transit, vanpools, and carpools: **0.7 (default)**

Emission Factor Inputs for Auto Travel (from Table 3A)

	Auto Trip End Factor	Auto VMT Factor
ROG Factor	1.577 g/trip	0.424 g/mile
NOx Factor	0.675 g/trip	0.538 g/mile
PM10 Factor	0.014 g/trip	0.218 g/mile

Note: Used commute auto trip end factors from Table 3A.

Calculations:

$$\begin{aligned} \text{Annual Auto Trips Reduced} &= (W)*(T)*(A) \\ &= 2*10,026*0.7 \\ &= \mathbf{14,036 \text{ trips/year}} \\ \text{Annual Auto VMT Reduced} &= (W)*(T)*(L) \\ &= 2*10,026*16 \\ &= \mathbf{320,832 \text{ miles/year}} \end{aligned}$$

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

$$\begin{aligned} \text{ROG: } &[(14,036*1.577) + (320,832*0.424) / 454 = \mathbf{348.39 \text{ lbs/year}} \\ \text{NOx: } &[(14,036*0.675) + (320,832*0.538) / 454 = \mathbf{401.06 \text{ lbs/year}} \\ \text{PM10: } &[(14,036*0.014) + (320,832*0.218) / 454 = \mathbf{154.49 \text{ lbs/year}} \end{aligned}$$

$$\begin{aligned} \text{Capital Recovery Factor (CRF)} &= \frac{(1+i)^n (i)}{(1+i)^n - 1} \quad \text{where: } i = \text{discount rate (3\%)} \\ \text{(From Table 8)} & \quad \quad \quad n = \text{project life (1 year)} \\ &= \frac{(1+0.03)^1 (0.03)}{(1-0.03)^1 - 1} = \frac{0.0309}{0.0300} = \mathbf{1.03} \end{aligned}$$

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

$$\begin{aligned} &(1.03 * 131.412) / (903.94) = \mathbf{\$149.74/lb \text{ (Total project cost)}} \\ &(1.03 * 47,335) / (903.94) = \mathbf{\$53.94/lb \text{ (AQMD funded project cost)}} \end{aligned}$$

WORK STATEMENT

<u>TIME LINE</u>	<u>PHASE</u>
July, 2009	Contract execution between the El Dorado County AQMD and El Dorado Transit
March-April, 2010	Develop farebox covers Finalize press releases including acknowledgement of AB2766 Funding Develop distribution lists for press releases and announcements Develop and prepare advertisements including acknowledgement of AB2766 Funding
May-October, 2010	Publish print ads Provide free trips on local fixed routes and commuter services on Spare-the-Air days (does not include Dial-A-Ride or Sac-Med) Follow-up press releases on ridership totals
November, 2010	Final Reports and Billing to the El Dorado County AQMD

FUNDING REQUEST/BREAKDOWN OF COST

Funding Request

El Dorado County Transit Authority (EDCTA) is requesting an allocation of \$47,335 in AB2766 DMV Surcharge funds to this project. This funding will provide for up to fourteen (14) days of free fares on local fixed and commuter route services during the 2010 summer smog season.

Breakdown of Cost

Item/Service	Total Cost	Source
Operational Costs of Fixed Route Services on fourteen (14) "Spare the Air" days	\$129,535	AB2766 Funding and El Dorado Transit
Additional staff support	\$1,077	AB2766 Funding
Advertising	\$800	AB2766 Funding
Total Project Cost	\$131,412	

MATCHING FUNDS

Item/Service	Matching Funds	Source
Operational Costs of Fixed Route Services (portion not reimbursed by fares)	\$84,077	El Dorado Transit
Total Matching Funds	\$84,077	

IN-KIND MATCH

Item/Service	Matching Funds	Source
n/a	\$	n/a
Total In-Kind Matching Funds	\$	

SCHEDULE OF DELIVERABLES/MONITORING PROGRAM

DELIVERABLES:

- Free public transit on up to fourteen (14) "Spare the Air" days for the period of one (1) year (2010 smog season)
- Farebox covers with acknowledgement of El Dorado County AQMD funding
- Support staff necessary for project management, monitoring, reporting, advertising and promotions

MONITORING:

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 El Dorado County AQMD on passenger boarding statistics and fares. Sample forms of the 2008 Project Reports are 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, May 2005

Ridesharing and Pedestrian Facilities

Project definition: Ridesharing programs replace drive-alone auto trips by encouraging carpooling and other less polluting modes of travel. Pedestrian facilities replace auto trips by providing or improving pedestrian access. An example is a pedestrian passageway over several lanes of heavy traffic providing safe walking access to adjacent activity centers.

How emissions are reduced: Ridesharing reduces emissions when drive-alone auto trips are replaced with less polluting modes of travel. Pedestrian facilities reduce emissions when auto trips are replaced by walking.

Need to know:

Funding dollars

Work weeks or operating weeks per year

Weekly one-way auto trips eliminated

Average length of auto trips eliminated

Inputs	Default	Units	Text Comments
Funding Dollars (Funding)		dollars	
Effectiveness Period (Life)	1	year	Ridesharing: Enter 1 year. Pedestrian: Enter 20 years.
Inputs for Trips Eliminated			
Auto Trips (T) eliminated		trips one-way/week	The number of auto trips eliminated per week to and from workplace (for ridesharing) or to and from activity center (for pedestrian projects).
Length (L) of Auto Trips eliminated	16	miles one direction/trip	Default (16 mi.) is for ridesharing projects and equals the average distance from home to work. Pedestrian projects should use the average distance of auto trip to adjacent activity center -- one mile is suggested. This is the average distance of pedestrian trips.
Weeks (W)	52	weeks (of operation) year	If trips eliminated (T) is based on employee numbers that exclude workers on sick leave, vacations, etc. then (W) equals 52. Otherwise (W) typically equals 50.

Inputs	Default	Units	Text Comments
Inputs for Trips Added			
Adjustment (A) for Auto Access Trips to transit, vanpools, and carpools Note: No adjustment is made on Length (L) of Auto Trips eliminated because access trip length is an insignificant portion of annual VMT reduced.	0.7		Adjustment (A) equals the portion of employees who do NOT drive to transit, vanpools, or carpools. Default 0.7 equals the adjustment (A) for areas with average transit use. Use 0.6 for high transit use (i.e., commute transit mode split >10%). Use 1.0 if Method 2 was used to determine Auto Trips (T) eliminated. Use 1.0 for pedestrian projects.

Emission Factor Inputs for Auto Travel

	Auto Trip End Factor	Units	Auto VMT Factor	Units
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 1-year project life (2002) from Table 3A.

Formulas

Annual Auto Trips Reduced = $W * T * A$ Units
trips/year

Annual Auto VMT Reduced = $W * T * L$ miles/year

Annual Emission Reductions (ROG, NOx, and PM10) = lbs/year
 $[(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor})] / 454$

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

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

Cost-Effectiveness of Funding Dollars = $(\text{CRF} * \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$ dollars/lb

Note: The Federal Highway Administration requests that emission reductions from CMAQ projects be reported as kilograms/day. The conversion is
 $(\text{lbs per year}) / [(2.2) * (365)]$ kilograms/day

This method can also be adapted to evaluate **Transportation Management Organizations (TMOs)** if the number of auto trips eliminated by the program is known.

Ridesharing

(Optional Method 1)

For *ridesharing programs* where the average number of daily peak-period employees and Average Vehicle Ridership (AVR) are known, you can use the following formula to find Auto Trips Eliminated (T). Auto Trips Eliminated (T) is needed in the above formulas to calculate **Annual Auto Trips Reduced** and **Annual Auto VMT Reduced**.

T trips/week =

$$2 \text{ trips/day} * 5 \text{ days/week} * \text{Peak-Period Employees} * \left[\frac{1}{\text{Baseline AVR}} - \frac{1}{\text{New AVR}} \right]$$

Notes: (1) The **New AVR** is the AVR for the current year. The **Baseline AVR** occurred before the ridesharing program was implemented. (2) The number of days/week should be adjusted to the appropriate operating schedule for the company or agency. (3) Sometimes the number of employees in the work force changes over time. In these situations, use the most current number of employees in the formula. (4) The formula is based on the assumption that AVR will revert back to the baseline without an ongoing ridesharing program. Therefore, the benefits of the program include trip reductions from previous years that are maintained, as well as additional new trip reductions. (5) If you want to evaluate a ridesharing program over several years, you should determine trips eliminated (T) separately for each year of the analysis period and use the average for (T). To do this, you need to know the AVR for each year.

Ridesharing

(Optional Method 2)

For *ridesharing programs* where a week-long commute travel survey is used, you can use the worksheets provided on the following pages to determine **Annual Auto Trips Reduced** and **Annual Auto VMT Reduced**.

- Calculate (A) number of commute employees, (B) weekly trips, and (C) weekly VMT by plugging your commute travel survey data into the "Weekly Trips and VMT Worksheet" on the next page.
- Calculate **Annual Auto Trips Reduced** and **Annual Auto VMT Reduced** by plugging the totals from the "Weekly Trips and VMT Worksheet" into the "Annual Auto Trips and VMT Reduced Worksheet."
- Enter **Annual Auto Trips Reduced** and **Annual Auto VMT Reduced** in the formulas provided in the original methodology on the previous pages to calculate emission reductions and cost-effectiveness.

APPENDIX B

El Dorado County Transit Authority

Sample Forms of Project Reports

El Dorado County Transit Authority

AB 2766 PROJECT REPORT

Project Name: Spare the Air Free Fare

EDC APCD Contract No: 006-DMV-07/08-BOS

Reporting Period July 1, 2007 through October 31, 2008

<u>Project Budget</u>	<u>AB2766 Funds</u>	<u>Matching Funds</u>	<u>Total Project Cost</u>
Materials	\$0.00	\$0.00	\$0.00
Personnel	\$1,209.88	\$0.00	\$1,209.88
Other (Fares)	\$24,980.70	\$0.00	\$24,980.70
Other (Operations)	\$0.00	\$84,377.48	\$84,377.48
Total	\$26,190.58	\$84,377.48	\$110,568.06

EI Dorado County Transit Authority
AB 2766 PROJECT REPORT

Project Name: Spare the Air Free Fare
 EDC APCD Contract No: 006-DMV-07-08-BOS
 Reporting Period: July 1, 2007 through October 31, 2008

MONTH	TRIPS	ONE-WAY FARE	TOTAL FARES
July 7, 2008			
Commuter	629	\$4.00	\$2,516.00
Iron Point	71	\$2.50	\$177.50
Local	770	\$1.10	\$847.00
Grizzly/South County	0	\$2.00	\$0.00
July 8, 2008			
Commuter	750	\$4.00	\$3,000.00
Iron Point	47	\$2.50	\$117.50
Local	639	\$1.10	\$702.90
Grizzly/South County	9	\$2.00	\$18.00
July 9, 2008			
Commuter	687	\$4.00	\$2,748.00
Iron Point	62	\$2.50	\$155.00
Local	724	\$1.10	\$796.40
Grizzly/South County	0	\$2.00	\$0.00
July 10, 2008			
Commuter	699	\$4.00	\$2,796.00
Iron Point	63	\$2.50	\$157.50
Local	737	\$1.10	\$810.70
Grizzly/South County	9	\$2.00	\$18.00
July 11, 2008			
Commuter	559	\$4.00	\$2,236.00
Iron Point	54	\$2.50	\$135.00
Local	756	\$1.10	\$831.60
Grizzly/South County	0	\$2.00	\$0.00
August 14, 2008			
Commuter	653	\$4.00	\$2,612.00
Iron Point	50	\$2.50	\$125.00
Local	646	\$1.10	\$710.60
Grizzly/South County	9	\$2.00	\$18.00
August 15, 2008			
Commuter	556	\$4.00	\$2,224.00
Iron Point	60	\$2.50	\$150.00
Local	762	\$1.10	\$838.20
Grizzly/South County	0	\$2.00	\$0.00
August 16, 2008			
Commuter	0	\$4.00	\$0.00
Iron Point	0	\$2.50	\$0.00
Local	218	\$1.10	\$239.80
Grizzly/South County	0	\$2.00	\$0.00
Totals	10,219		\$24,980.70

Personnel				
Total Hours	Rate	Total Project Cost	Matching Funds	AB2766 Funds
28	43.21	\$ 1,209.88	0 \$	1,209.88

Operating Expenses				
Hours	Rate	Total Project Cost	Matching Funds	AB2766 Funds
836	\$ 700.13	\$ 587,308.88	\$ 587,308.88	\$ -

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 19, 2009

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 provide free transit service on Spare the Air days.

As the Regional Transportation Planning Agency for El Dorado County, EDCTC supports and encourages Transportation Systems Management (TSM) Programs that maximize the efficiency of the existing transportation system by reducing dependence on single occupant vehicles. The EDCTC Regional Transportation Plan includes a TSM Action Plan project encouraging our agency to work toward implementation and enhancement of programs that encourage the use of alternative modes of transportation. Offering free transit on Spare the Air days provides an incentive to give transit a try, potentially increasing ridership while reducing emissions and traffic congestion.

Spare the Air days are one of the most crucial times to encourage people to use transit as an alternative transportation mode. Many people experience air pollution related symptoms on Spare the Air days, including coughing, watery eyes, wheezing or breathing difficulties during exercise. Spare the Air days are marketed in the Sacramento region via TV and radio announcements, with a minor marketing emphasis in El Dorado County. Free transit on Spare the Air days will be an excellent way to increase awareness of Spare the Air Days while subsequently encouraging increased transit ridership.

We strongly recommend that the El Dorado County Air Quality Management District approve the EDCTA grant for the implementation of Free Transit on Spare the Air Days.

Sincerely,

Kathryn Mathews, AICP
Executive Director

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



Still Finding Gold In El Dorado County

March 23, 2009

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 provide free transit service on Spare the Air days.

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. Offering free transit on Spare the Air days provides an incentive to give transit a try, potentially increasing ridership while reducing emissions and traffic congestion.

Spare the Air days are one of the most crucial times to encourage people to use transit as an alternative transportation mode. Many people experience air pollution related symptoms on Spare the Air days, including coughing, watery eyes, wheezing or breathing difficulties during exercise. Spare the Air days are marketed in the Sacramento region via TV and radio announcements, with a minor marketing emphasis in El Dorado County. Free transit on Spare the Air days will be an excellent way to increase transit ridership.

We strongly recommend that the El Dorado County Air Quality Management District approve the EDCTA grant for the implementation of Free Transit on Spare the Air Days.

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

09-0547.C.36

APPENDIX D

El Dorado County Transit Authority

“Spare the Air: Historical Data” from the Sacramento Metropolitan AQMD

Print Close

Spare The Air Days

Year	2008	2007	2006	2005	2004	2003	2002	2001
Total	8	5	15	14	6	14	22	15
Dates	Mon. 7/7 Tue. 7/8 Wed. 7/9 Thu. 7/10 Fri. 7/11 Thu. 8/14 Fri. 8/15 Sat. 8/16	Thu. 7/5 Fri. 7/6 Wed. 8/1 Thu. 8/30 Mon. 9/10	Fri. 6/23 Sat. 6/24 Sun. 6/25 Mon. 6/26 Sun. 7/16 Mon. 7/17 Tue. 7/18 Thu. 7/20 Fri. 7/21 Sat. 7/22 Sun. 7/23 Mon. 7/24 Tue. 7/25 Sat. 9/2 Wed. 9/13	Fri. 7/1 Thu. 7/14 Fri. 7/15 Sat. 7/16 Sun. 7/17 Mon. 7/18 Tue. 7/19 Mon. 7/25 Tue. 7/26 Wed. 7/27 Thu. 8/4 Fri. 8/5 Sat. 8/6 Sun. 8/7	Tue. 8/10 Wed. 8/11 Tue. 8/31 Tue. 9/7 Wed. 9/8 Thu. 9/9	Tue. 6/3 Wed. 6/4 Thu. 6/5 Fri. 6/27 Sat. 6/28 Fri. 7/11 Fri. 7/18 Mon. 7/21 Tue. 7/22 Sun. 7/27 Mon. 7/28 Tue. 7/29 Mon. 8/18 Tue. 9/23	Mon. 7/1 Tue. 7/2 Wed. 7/10 Thu. 7/11 Sat. 7/13 Sun. 7/28 Fri. 8/9 Sat. 8/10 Sun. 8/11 Mon. 8/12 Tue. 8/13 Wed. 8/14 Thu. 8/15 Fri. 8/16 Mon. 9/2 Wed. 9/11 Thu. 9/12 Fri. 9/13 Sat. 9/21 Sun. 9/22 Mon. 9/23 Tue. 9/24	Tue. 5/22 Thu. 5/31 Sat. 6/16 Sun. 6/17 Tue. 6/19 Wed. 6/20 Thu. 6/21 Sun. 7/1 Mon. 7/2 Tue. 7/3 Wed. 7/4 Tue. 8/7 Wed. 8/8 Sun. 8/26 Mon. 8/27