

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of October 17, 2006**

**AGENDA TITLE:** Sacramento Metropolitan Air Quality Management District – Heavy-Duty Low Emission Vehicle Incentive Program Agreement # VET 06-0103

**DEPARTMENT:** Transportation

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** Tom Celio



*[Handwritten signature]* 10/14/06

**DATE:** 9/14/06

**PHONE:** 4905

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Department of Transportation recommends that the Board of Supervisors approve and authorize the Board Chairman to sign the Sacramento Metropolitan Air Quality Management District – Heavy Duty Low Emission Vehicle Incentive Program Agreement to provide funding to re-powering three snow blowers.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura A. Hill 10/14/06*

Financial impact? (x) Yes ( ) No

Funding Source: ( ) Gen Fund ( x ) Other

**BUDGET SUMMARY:**

Other: Road Fund and grant funds

Total Est. Cost	\$306,813
<b>Funding</b>	
Budgeted	\$306,813
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$306,813
Change in Net County Cost	-0-

**CAO Office Use Only:**

4/5's Vote Required ( ) Yes (x) No  
 Change in Policy ( ) Yes (x) No  
 New Personnel ( ) Yes (x) No

**CONCURRENCES:**

Risk Management N/A  
 County Counsel   
 Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

Vote: Unanimous \_\_\_\_\_ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

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

**Attest: Cindy Keck, Board of Supervisors Clerk**

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



**MAINTENANCE DIVISION:**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

**RICHARD W. SHEPARD, P.E.**  
Director of Transportation  
  
**Internet Web Site:**  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE:**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



September 12, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, California 95667

**Title:** Sacramento Metropolitan Air Quality Management District – Heavy-Duty Low Emission Vehicle Incentive Program Agreement # VET 06-0103

**Meeting Date:** October 17, 2006

**District/Supervisor:** District 5, Supervisor Santiago

Dear Members of the Board:

### **Recommendations:**

The Department of Transportation recommends that the Board of Supervisors approve and authorize the Board Chairman to sign the Sacramento Metropolitan Air Quality Management District – Heavy Duty Low Emission Vehicle Incentive Program Agreement to provide funding for installation of new, low emission engines in County-owned on-road diesel fueled snow blowers.

### **Background**

The Sacramento Metropolitan Air Quality Management District (SMAQMD) manages the Carl Moyer Program funds for El Dorado County and Placer County. Qualified projects located within the Sacramento Federal Ozone Non-attainment Area, which includes the West Slope of El Dorado County, are fully funded by the SMAQMD. The Lake Tahoe Basin area is not in the Federal Ozone Non-attainment Area; however, in 2001 the SMAQMD adopted a resolution that allows projects in the Lake Tahoe Air Basin to qualify for Carl Moyer Program funding with a match from the corresponding Air Quality Management District.

On March 21, 2006, the El Dorado County Air Quality Management District (EDCAQMD) Board of Directors approved an increase of Department of Motor Vehicle Fees under AB 923. AB 923 specifies that fee increases can only be used to fund projects eligible for grants under the existing Carl Moyer Program or the New School Bus Replacement Program.

### **Reasons for Recommendations:**

Diesel fleets contribute significant amounts of harmful emissions and these emissions can be reduced through the replacement of older engines with new, lower emission engines. On February 28, 2006, your Board authorized the filing of an application for Carl Moyer Program funds through the SMAQMD to replace engines in three Department of Transportation snow blowers. Based on the application process, the SMAQMD has determined that the Department is eligible for \$216,201 in Carl Moyer Program funds toward the snow blower re-power project

that will cost a total of \$306,813. The balance of the funds will be provided by the Road Fund in the amount of \$47,373 and the EDCAQMD in the amount of \$43,239. The recommendation to approve the match funding, with the contracts between EDCAQMD and the El Dorado County Department of Transportation are being considered by the EDCAQMD Board of Directors on this same date.

The attached Agreement establishes the terms and conditions under which the Carl Moyer Program funds will be granted to the County for use in its engine re-powering project.

**Fiscal Impact:**

The total cost to re-power three snow blowers will be \$306,813. The Carl Moyer Program funds, through the SMAQMD, will provide \$216,201 toward the cost of the project. The balance of the funding in the amount of \$90,612 is included in the fiscal year 2006-2007 Road Fund budget. The EDCAQMD Board of Directors will consider the allocation of matching funds in the amount of \$43,239 for this project in an item on this same date. If the matching funds are approved, funding requirements for the Road Fund will be reduced from \$90,612 to \$47,373.

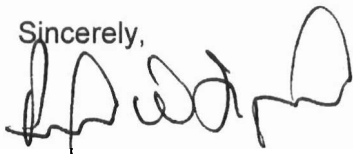
**Net County Cost:**

There is no net County cost.

**Action to be Taken Following Approval:**

1. The Board Chairman will sign both originals of the attached Heavy-Duty Low Emission Vehicle Incentive Program Agreement.
2. Both signed originals of the Agreement will be returned to the Department of Transportation for further processing.
3. The Department of Transportation will forward the Agreement to the SMAQMD for final signatures.
4. The fully executed Agreement will be forwarded to the Board of Supervisors office upon receipt from the SMAQMD.

Sincerely,



Richard W. Shepard, P. E.  
Director of Transportation

RWS: ms  
Attachment(s)

# RESUBMITTAL

Grant Funding Agreement

## CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
Dept. Contact: Tim Prudhel  
Phone: x5974  
Department Head  
Signature: *T. Prudhel 09.06.06*

**GRANTOR**

Name: Sacramento Metropolitan Air  
Quality Management District  
Address: 777 12<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814-1908  
Phone: (916) 874-4800

Tim C. Prudhel  
Contract Services Officer

**CONTRACTING DEPARTMENT:** Transportation

Compliance with Human Resources requirements? Yes: N/A No: \_\_\_\_\_  
Compliance verified by: N/A

**COUNTY COUNSEL:** (must approve all contracts and MOUs)

Approved:  Disapproved: \_\_\_\_\_ Date: 9/15/06 By: Judy Beck  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*As to form: Risk will need to review insurance requirements?*

*Submitted to RISK-REC'D CUR + INS from Larry 9-18-06*

**Please Return Directly to DOT**

Index Code: <u>306500</u>	User Code: <u>25000A</u>
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**RISK MANAGEMENT:** (All contracts and MOUs except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved:  Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**Risk Management Review Not Required – Grant Funding Agreement**

*Certificate of Self-Insurance attached. Larry CASTELLO 9-18-06*

SEP 15 2006

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

Department(s): \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



**Certificate Holder:** Sacramento Metropolitan Air Quality Management District  
777 12<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814-1908

**As Respects:** Grant Funding Agreement, AGMT 06-1153

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**Certificate of Self- Insurance**  
**GENERAL LIABILITY, AUTOMOBILE LIABILITY,**  
**PROPERTY AND WORKERS' COMPENSATION**

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This is to certify that El Dorado County is covered for its motor vehicle, general liability, property and worker's compensation exposures through a self-insurance program, in conjunction with excess coverage. The County maintains reserve funds within its self-insurance program that are deemed to be adequate by annual review by an independent outside actuary. This Certificate evidences the following:

**General Liability and Automobile Liability:** Risk is retained up to \$1,000,000 per occurrence and self-funded as described above. Excess coverage is provided through the California State Association of Counties - Excess Insurance Authority (CSAC-EIA) Liability Pool Program II.

**Workers' Compensation:** The County is permissibly self-insured pursuant to Certificate of Consent number 5015-001 issued by the State of California, Department of Industrial Relations. Risk is retained up to \$300,000 per occurrence and self-funded as described above. Excess coverage is provided through the California State Association of Counties - Excess Insurance Authority (CSAC - EIA).

**Property Coverage:** The County is permissibly self-insured subject to the All Risk Deductible. Excess coverage is provided through the California State Association of Counties - Excess Insurance Authority (CSAC - EIA).

Dated: September 18, 2006

A handwritten signature in cursive script that reads "Larry D. Costello".

Larry D. Costello  
Sr. Risk Management Analyst

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT  
HEAVY-DUTY LOW EMISSION VEHICLE INCENTIVE PROGRAM AGREEMENT**

This Agreement (Agreement) is between the **Sacramento Metropolitan Air Quality Management District** (District), a public agency of the State of California, and **County of El Dorado** (Participant).

**1.0 Recitals**

- 1.1 The District is part of the Sacramento Federal Ozone Nonattainment Area (SFNA). The District is also in nonattainment of the state air quality standards for particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 Pursuant to Health and Safety Code §40961, the District is the local agency within the boundaries of the Sacramento district with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures.
- 1.3 Pursuant to Health and Safety Code §41062, §41081 and §41082, the District may undertake programs that include financial assistance or other incentives to fleet operators for the purchase, conversion, or operation of low-emission vehicle and engine technology, including but not limited to alternative fuels, zero-emission, and clean diesel technologies.
- 1.4 On February 5, 1998, the District Board of Directors approved Resolution No. 98-0007 authorizing the Heavy-Duty Low Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this agreement.
- 1.5 On April 26, 2001, the District Board of Directors approved Resolution No. 2001-020 authorizing the Air Pollution Control Officer (APCO) to execute agreements and make minor modifications to the Program for the purpose of maintaining consistency with the state Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- 1.6 On July 26, 2001, the District Board of Directors approved Resolution No. 2001-039 authorizing the Air Pollution Control Officer (APCO) to make minor adjustments to the Heavy-Duty Low-Emission vehicle Incentive Program (Program) to fund a small percentage of projects under the Program that occur in districts that contain areas that are within the Sacramento Federal Ozone Non-Attainment Area (SFNA) as well as areas that are designated "Attainment" and therefore are not within the SFNA. These projects are within the boundaries of adjacent Air Districts that allow the SMQMD to manage their Moyer Funds.
- 1.7 On September 23, 2004, Governor Schwarzenegger signed Assembly Bills 923, 1394, and 2128 which made major changes to the Carl Moyer Program and projects funded using Department of Motor Vehicles Surcharges, expanding the Program to include light-duty vehicles, Fleet Modernization, and agricultural assistance projects.
- 1.8 To implement mobile source emission reduction projects, the Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps.
- 1.9 The Participant wishes to participate in the Program by purchasing and operating the equipment described in this Agreement and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code §41081(d)(2)(ii).
- 1.10 The Participant has read and agreed to all requirements of the Program application and guidelines, the 2005 Carl Moyer Program Guidelines, and the County of Sacramento W-9 Waiver Form which are hereby incorporated into this Agreement.

- 1.11 This Agreement is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of oxides of nitrogen, particulate matter, reactive organic gases, toxic air contaminants, and oxides of carbon within the SFNA.
- 1.12 This Agreement was approved for use by the Board of Directors of the Sacramento Metropolitan Air Quality Management District on July 28, 2005 by Resolution No. 2005-050.

**2.0 Terms and Conditions**

**2.1 Definitions**

2.1.1 "Applicable emission standards" are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine, whichever is more stringent. For "phase-in" or "interim" engines the following standards apply:

<b>Engine Model Year</b>	<b>Power Rating</b>	<b>NOx Standard</b>	<b>PM Standard</b>
2007-2009 On-Road	All On-Road Heavy-Duty Diesel Engines	1.2 g/bhp-hr	0.01 g/bhp-hr
2012-2013 Off-Road	56 – 129 kW (75 – 174 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)
2011-2013 Off-Road	130 – 560 kW (175 – 749 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)

- 2.1.2 "Agricultural water pump" is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 "Certified" is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.
- 2.1.4 "Experimental Permit" is defined as an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.
- 2.1.5 "Fleet Modernization" is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.
- 2.1.6 "Motor vehicle" is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
- 2.1.7 "Off-road equipment" is defined as a self-propelled device not intended for operation on a highway and is powered by an engine certified to off-road or nonroad emission standards.
- 2.1.8 "Repower" is defined as the process in which an old engine is replaced with a new engine.
- 2.1.9 "Retrofit" is defined as the installation of a device designed to reduce emissions from an engine.

- 2.1.10 "Sacramento Federal Nonattainment Area" is defined as the geographic region classified by the USEPA as nonattainment for the 8-hr ozone air quality standard including the Counties of Sacramento, Yolo, and portions of El Dorado, Placer, Solano, and Sutter. A map of these areas is provided in Exhibit A.
- 2.1.11 "Tier 3" is defined as the emission certification of an off-road compression ignition engine to the Tier 3 emission standards as described in §2423(b)(1) of the California Code of Regulations.
- 2.1.12 "Verified" is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

## 2.2 Participant Obligations – the Participant will:

- 2.2.1 Purchase and operate the equipment described in Exhibit B within 180 days of execution of this Agreement. Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Participant's reasonable control.
- 2.2.2 Ensure that a District approved Electronic Usage Meter is installed on the equipment described in Exhibit B for Fleet Modernization, locomotive, and marine projects.
- 2.2.3 Operate the equipment described in Exhibit B in the SFNA or within the boundaries of Placer and El Dorado Counties during the term of this agreement in accordance with the requirements in Exhibit C. In addition to meeting the operating requirements established in Exhibit C, 75% of the vehicles total operation must occur within California. Agricultural water pumps are required to operate 100% within the SFNA.
- 2.2.4 Maintain the minimum level of required insurance described in Exhibit D during the term of this Agreement, and ensure that the District is named as an additional insured under the policy.

## 2.3 Payment

- 2.3.1 The District will reimburse the Participant up to **\$216,201.00** towards the cost of the vehicle(s) or equipment identified in Exhibit B.
- 2.3.2 \_\_\_\_\_ By initializing this paragraph, the Participant authorizes the District to issue a two-party check in the name of the Participant and
- 2.3.3 No payments shall be issued under this Agreement prior to final inspection of the project by District personnel.
- 2.3.4 Any payments made under this Agreement are subject to the provisions and limitations of Health and Safety Code. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the Health and Safety Code or any other local, state, or federal law. The Participant shall reimburse the District for any payments that are later found to be in contravention of this Agreement or of the Health and Safety Code or any other local, state, or federal law.
- 2.3.5 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Funds may be withheld by the County of Sacramento as required by law for payment of tax liabilities and/or other court-ordered payments.

## 2.4 General Program Requirements

- 2.4.1 The Participant warrants that the vehicle(s)/engine(s) covered under this Agreement meets all the eligibility requirements described in the Program application and guidelines. The Participant further agrees to operate the vehicle(s)/engine(s) in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program.



2.4.2 The Participant cannot apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any equipment listed in Exhibit B of this Agreement. This requirement may be waived by District staff on an individual basis. If the District discovers that the Participant has applied for or received funds from these sources, the District will terminate this Agreement and require that any funds paid under this Agreement be returned to the District.

2.4.3 The Participant agrees to operate the equipment described in Exhibit B within the manufacturers specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Participant make any modifications to or tamper with the vehicle, equipment, engine, emission control system(s), or any recording devices on the vehicle or equipment prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle, engine, and/or equipment in compliance with all local, state, and federal rules, laws, and regulations.

2.5 Engine Repower and Retrofit Requirements – This Agreement is  or is not  subject to the following requirements:

2.5.1 The low-emission engine or engine retrofit must be either:

- (i) CARB Certified; or
- (ii) CARB Verified; or
- (iii) Under an experimental permit issued by CARB; or
- (iv) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

2.5.2 Any engine retrofit funded under this Agreement must reduce either oxides of nitrogen or particulate matter emissions by a minimum of 25% for either pollutant.

2.5.3 If the Participant is replacing or repowering an engine, the Participant must either:

- (i) Destroy the replaced or repowered engine in a manner acceptable to the District. If the engine is destroyed, the Participant must permit the District to inspect the destroyed engine; or
- (ii) Implement a District approved destruction alternative. The District may approve a destruction alternative only if special circumstances justifying the use of an alternative exist, and there is no detrimental impact to air quality.

2.5.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of a functional odometer/hour meter; and
- (ii) PM control device installation verification (if applicable)

Each invoice must include vehicle/equipment identification number, engine serial number, odometer/hour meter reading, and date service was provided.

2.6 Fleet Modernization Requirements – This Agreement is  or is not  subject to the following requirements:

2.6.1 The replacement motor vehicle or piece of off-road equipment must be either:

- (i) CARB Certified; or
- (ii) Under an experimental permit issued by CARB; or
- (iii) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

2.6.2 Motor vehicles equipped with 1993-1998 on-road heavy-duty diesel engines covered under the 1998 EPA/CARB Consent Decree and Settlement Agreement are ineligible for funding under the Program.

2.6.3 The Participant must meet the following requirements, and submit certifications to the District verifying that the following requirements have been met. Unless otherwise indicated, the certifications must be submitted to the District before the District will be obligated to release the incentive funds to the Participant. An example of each certification form is included in Exhibit E.

- (i) **Existing Vehicle Acceptance and Salvage Certificate Form:** This certificate must accompany the replaced motor vehicle or piece of off-road equipment when the truck is turned in to the vehicle dealership and then onto the salvage yard for destruction.
- (ii) **Vehicle / Equipment Inspection Certification Form:** This form certifies that the replaced motor vehicle or piece of off-road equipment and the replacement motor vehicle or piece of off-road equipment have been properly inspected to ensure that both vehicles comply with Program guidelines.

2.6.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Engine warranty description; and
- (iii) Vehicle/equipment finance documents; and
- (iv) PM control device installation verification

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

2.6.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.10.1.

- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.8 funds received after under Section 2.3.2.
- (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

2.6.6 The replaced motor vehicle or piece of off-road equipment must be in good operating condition when the Participant delivers it to a District-approved vehicle dealership. The replaced motor vehicle or piece of off-road equipment must be subsequently transferred to a District-approved salvage yard for destruction. The Participant must ensure that a Nonrepairable Vehicle Certificate is filed with the Department of Motor Vehicles.

2.6.7 The Participant agrees to operate the replacement motor vehicle(s) or piece(s) of off-road equipment covered under this agreement in the same vocation as approved in the application to the Program. The Participant may petition the District for approval to change vocations. The Participant agrees that the District's determination will be final.

2.7 New Low-Emission Vehicle Purchase – This Agreement is  or is not  subject to the following requirements:

2.7.1 New low-emission vehicles must be certified by CARB to an oxides of nitrogen emission level below the applicable standard for that motor vehicle or piece of off-road mobile equipment. Low-emission vehicle or engine technology under an experimental permit from CARB are also eligible for funding under the Program.

2.7.2 The low-emission vehicle or engine technology funded under Section 2.7.1 must achieve at least a 30% reduction in oxides of nitrogen emissions as compared to the applicable baseline emission standards for the specific model year and power rating.

2.7.3 The low-emission vehicle or engine technology funded under Section 2.7.1 must not be certified to particulate matter, hydrocarbons, and/or carbon monoxide levels above the applicable baseline emission standards for the specific model year and power rating.

2.7.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Vehicle finance documents

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

2.7.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.10.1.

- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.8 funds received after under Section 2.3.2.
- (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

2.8 Upon termination of this Agreement, if the vehicle/engine fails to fulfill the minimum required operation as described in Exhibit C, the Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount according to the following formula:

$$A = I * [(O * L) - C] / (O * L)$$

A = Amount Owed to the District

I = Total Incentive Award

O = Annual Operational Requirement (miles, hours or gallons)

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or gallons)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined in Section 2.10.11.

2.9 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District; however, the District may terminate this Agreement if: (i) it does not receive all or a portion of the revenues, or (ii) funds are not specifically appropriated for this Agreement in the District's final budget prior to the expiration of the Agreement and any Agreement extensions. If the District terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days

## 2.10 General Requirements

2.10.1 This Agreement shall begin upon execution by all parties and terminate on **12/31/2013**. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the execution of this Agreement and the aforementioned termination date shall serve as the contract term including both the project completion and project implementation/life periods.

2.10.2 Except as specified in Section 2.10.2(ii), the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the life of the contract term outlined in Section 2.10.1.

(i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and noncriteria pollutants, Application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

(ii) For projects involving the replacement of a stationary diesel agricultural water pump with an electric water pump in conjunction with the Pacific Gas & Electric Company's (PG&E) PUC-approved discounted AG-ICE electric rate program, PG&E may retain all of the carbon dioxide credits and a portion of the remaining emission credits for reductions generated through this Agreement. The portion of the remaining emission credits retained by PG&E will be the difference in emissions between a Tier 3 diesel engine and the emissions associated with generating electricity for the electric pump.

2.10.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to verify that the Participant is complying with the Agreement terms.

- (i) As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement.
- (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit B.

2.10.4 The Participant shall defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the vehicle(s)/equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle(s)/equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.

2.10.5 This section 2.10.5 shall survive the termination of this Agreement for three years following the end date listed in Section 2.10.1. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit B through the end of the term described in Section 2.10.1 and for three years following the end date listed in Section 2.10.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

<b>For On-Road Projects</b>	<b>For Off-Road Projects</b>
1. Copies of all driver log book entries for the preceding year	1. Hours operated
2. Miles traveled	2. Fuel consumed
3. Fuel consumed	3. Fuel cost
4. Fuel cost	4. Engine downtime
5. Vehicle downtime	5. Type and cost of maintenance performed
6. Type and cost of maintenance performed	

2.10.6 The Participant shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.

2.10.7 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

2.10.8 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement shall be filed in a state court or federal court located in Sacramento, California.

2.10.9 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract shall apply to the Participant's assignee.

2.10.10 The Participant will submit written documentation of performance towards the requirements outlined in Exhibit C to the District by December 31 of each year until termination of this Agreement. The District may request additional performance documentation at its discretion.

2.10.11 This agreement may be terminated by the District upon 30-day notice if the Participant fails to meet any of the obligations established in this Agreement or outlined in the Carl Moyer Program guidelines or the Health and Safety Code. If the Agreement is terminated, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District and/or CARB may seek all available remedies for breaches of any Agreement provisions, Carl Moyer Program requirements, or Health and Safety Code.

2.10.12 The Participant may not sell or encumber the equipment described in Exhibit B without the written consent of the District.

2.10.13 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.

2.10.14 If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or should have known, that the event has occurred or is likely to occur:

- (i) The Participant suffers a catastrophic loss; or
- (ii) The Participant files for bankruptcy; or
- (iii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.

2.10.15 This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.

2.10.16 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Gary A. Bailey Sacramento Metropolitan AQMD 777 12 <sup>th</sup> Street, 3 <sup>rd</sup> Floor Sacramento, CA 95814-1908 Phone: (916) 874-4800 FAX: (916) 874-4899	County of El Dorado 2441 Headington Road Placerville, CA, 95667 Phone: (530) 642-4900 FAX: (530) 642-9238

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.10.17 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Map of Sacramento Federal Nonattainment Area
- (iii) Exhibit B – Vehicle and Engine Information Page
- (iv) Exhibit C – Performance Requirements
- (v) Exhibit D – Insurance Requirements
- (vi) Exhibit E – Certificates (for Fleet Modernization projects only)

**DISCLOSURE AGREEMENT:** The undersigned representative of Participant affirmatively states that neither they or any other representative of Participant will submit another application or sign another contract for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same engine(s), equipment, and/or vehicle(s) shall, at a minimum, be disqualified from funding for that engine(s) from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, ARB and the districts may levee fines and/or seek criminal charges.

The County Officer or employee with responsibility for administering this agreement is Tom Celio, Deputy Director of Maintenance, Department of Transportation, or successor.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

**Approved by Participant "County of El Dorado"**

\_\_\_\_\_

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

Chairman  
Board of Supervisors  
El Dorado County

Attest:  
Cindy L. Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

**Approved by the Sacramento Metropolitan Air Quality Management District**

\_\_\_\_\_

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

Larry Greene  
Air Pollution Control Officer

Reviewed by:

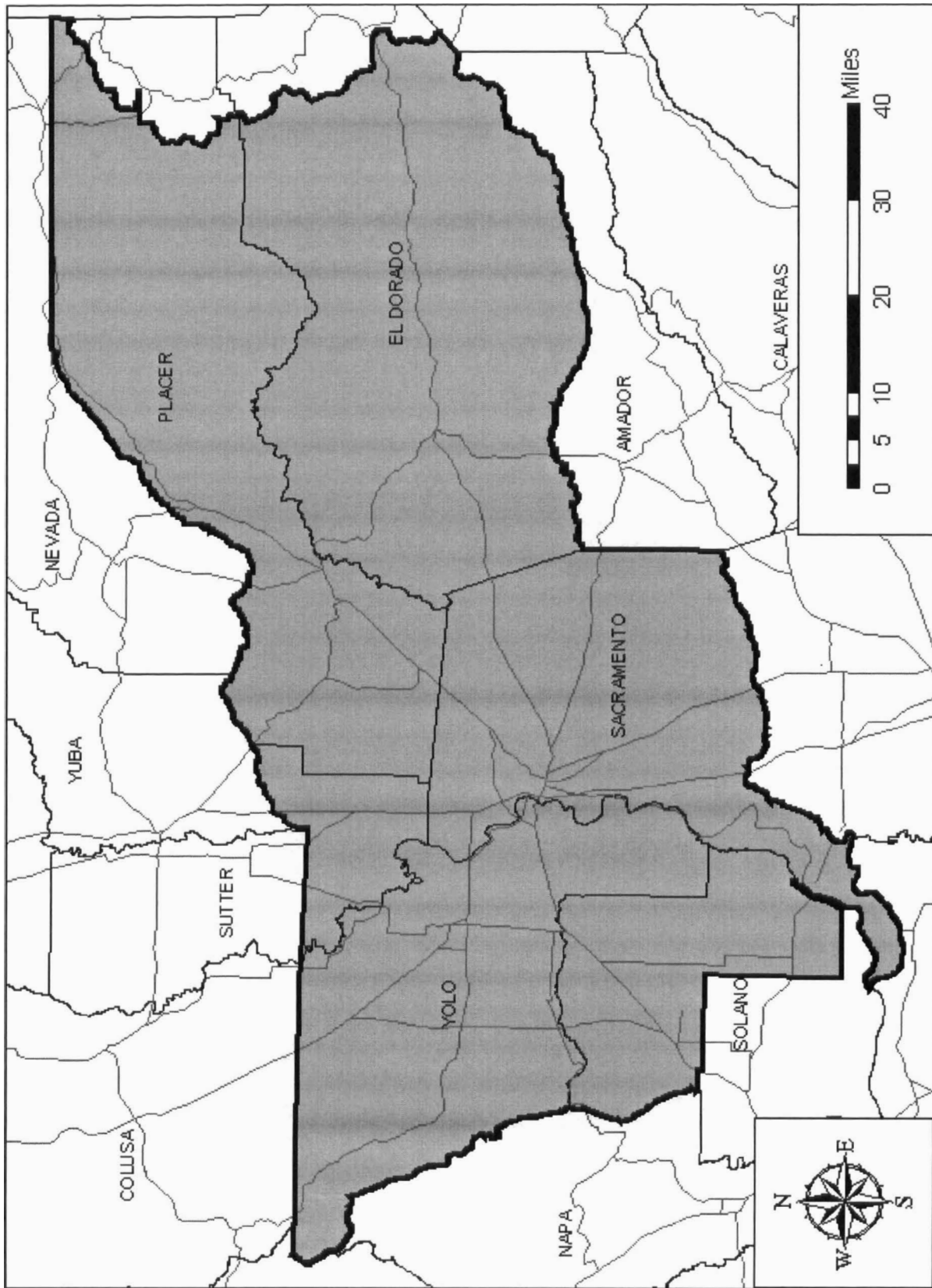
\_\_\_\_\_

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

Kathrine Pittard

District Counsel

**EXHIBIT A – MAP OF SACRAMENTO FEDERAL NONATTAINMENT AREA (SFNA)**





**EXHIBIT B**

**Vehicle / Equipment Information Form**

**Vocation(s)** (Please list all vehicle/equipment uses): **Snow Removal**

**Equipment:** Snow Blower

**Project Type:** Repower

**Counties Vehicle Currently Operates** (check all that apply)

<input type="checkbox"/> Sacramento	<input type="checkbox"/> Yolo	<input type="checkbox"/> Solano	<input checked="" type="checkbox"/> El Dorado	<input type="checkbox"/> Placer	<input type="checkbox"/> Sutter
Main Location of Operation (include cross streets)					

**Annual Vehicle Usage Information** (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

**Existing Vehicle Information**

Make: Idaho Norland	Model: CAPS-H	Model Year: 1975	GVWR:
Vehicle Identification Number: 1068	Fleet Identification Number: 41-06	License Plate: E684190	Odometer: 12,369

**Existing Engine Information**

Make: Detroit Diesel	Model: 12V71	Model Yr: 1975	Serial Number: 12V045531	HP: 525	Hour Meter: 12,369
Fuel Type: Diesel					

**New or Replacement Vehicle Information**

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: Cummins	Model: QSK15	Model Yr: 2006	Serial Number:	HP: 485	NOx Cert: 3.00 g/bhp-hr
Fuel Type: Diesel					

**EXHIBIT B**

**Vehicle / Equipment Information Form**

**Vocation(s)** (Please list all vehicle/equipment uses): Snow Removal

**Equipment:** Snow Blower

**Project Type:** Repower

**Counties Vehicle Currently Operates** (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

**Annual Vehicle Usage Information** (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

**Existing Vehicle Information**

Make: Idaho Norland	Model: Caps-H	Model Year: 1974	GVWR:
Vehicle Identification Number: 1040	Fleet Identification Number: 41-02	License Plate: E651770	Odometer: 13,130

**Existing Engine Information**

Make: Detroit Diesel	Model: 12V71	Model Yr: 1974	Serial Number: 12VA045531	HP: 525	Hour Meter: 13,130
Fuel Type: Diesel					

**New or Replacement Vehicle Information**

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: Cummins	Model: QSX15	Model Yr: 2006	Serial Number:	HP: 500	NOx Cert: 0.00 g/bhp-hr
Fuel Type: Diesel					

**EXHIBIT B**

**Vehicle / Equipment Information Form**

**Vocation(s)** (Please list all vehicle/equipment uses): Snow Removal

**Equipment:** Snow Blower

**Project Type:** Repower

**Counties Vehicle Currently Operates** (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

**Annual Vehicle Usage Information** (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

**Existing Vehicle Information**

Make: Idaho Norland	Model: Caps-H	Model Year: 1979	GVWR:
Vehicle Identification Number: 1099	Fleet Identification Number: 41-07	License Plate: 1011644	Odometer: 7,889

**Existing Engine Information**

Make: Cummins	Model: KTA1150A	Model Yr: 1978	Serial Number: 31109206	HP: 600	Hour Meter: 7,889
Fuel Type: Diesel					

**New or Replacement Vehicle Information**

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: Cummins	Model: QSK19	Model Yr: 2002	Serial Number:	HP: 600	NOx Cert: 0.00 g/bhp-hr
Fuel Type: Diesel					

### EXHIBIT C – PERFORMANCE REQUIREMENTS

**The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.8 of this Agreement**

Vehicle and Engine Year Make & Model*	Vehicle and Engine Serial Numbers*	Minimum Usage (hours or miles)	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile	Maximum Incentive Amount **
2006 Cummins QSK15		2,450	1.11	\$29.42	\$72,067
2006 Cummins QSX15		2,450	1.20	\$29.42	\$72,067
2002 Cummins QSK19		2,450	1.10	\$29.42	\$72,067
<b>Total</b>			<b>3.41</b>		<b>\$216,201.00</b>

\* The District will fill in information upon verification of project completion.

\*\* The Maximum Incentive Amount includes \$650.00 towards the purchase and installation of a District-approved digital odometer.

## EXHIBIT D – INSURANCE REQUIREMENTS

### Verification of Coverage

Participant shall furnish the District with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. All certificates are to be received and approved by the District before work commences. The District reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

### Minimum Scope of Insurance

During the term of this Agreement, Participant shall, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the motor vehicle(s) and emission control system(s) included in this project.

### Minimum Limits of Insurance

Participant shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Worker's Compensation:** Statutory
4. **Comprehensive/Collision:** Equal to the full replacement cost

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The District Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

**EXHIBIT E – CERTIFICATES**

# CERTIFICATE

## Existing Vehicle Acceptance and Salvage

### Participant Agreement

Participant Agreement Number VET 06-0123

Contact  
Company Name  
Address  
City, State, Zip  
Phone Number

### Existing Vehicle / Engine Information

Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:

Date existing vehicle was accepted by dealership:

#### **Dealership Statement:**

I certify under penalty of perjury that: (i) ownership of the vehicle identified above was transferred to me on \_\_\_\_\_, and (ii) I understand that I have 30 days to transfer vehicle to an authorized salvage company for salvage, as provided in the Program guidelines and Master Agreement.

Dealership:  
Address:  
City, State, Zip:  
Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:

Date:

Date salvage yard received vehicle:

#### **Salvage Yard Statement:**

I certify under penalty of perjury that within 30 days from the date I received the old vehicle or engine identified above: (i) the engine block was cracked, (ii) the vehicle frame rails cut, and (iii) a Non-Repairable Vehicle Notice has been filed with the DMV. Photos of the destroyed vehicle that are required under the Program Guidelines are attached to this Existing Vehicle Acceptance and Salvage Certificate.

Dealership:  
Address:  
City, State, Zip:  
Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:	Date:
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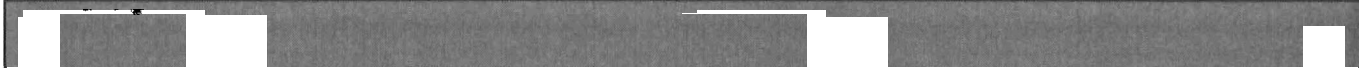
## CERTIFICATE

### Vehicle / Equipment Inspection Form

#### Participant Agreement

Participant Information	Agreement Number VET
Contact Company Name Address City, State, Zip Phone Number	

Existing Vehicle / Engine Information	Inspection Date:
Vehicle Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:



New Vehicle / Engine Information	Inspection Date:
Vehicle Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:

**Dealership Statement:**

I certify under penalty of perjury that: (i) the information provided above is accurate, and (ii) that I understand that this Vehicle / Equipment Inspection Certificate is incorporated in the Master Agreement.

Dealership: Address: City, State, Zip: Phone Number:	(business stamp ok)
---	---------------------

Authorized Name:	
Authorized Signature:	Date:





# COUNTY OF SACRAMENTO DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

700 H Street, Room 4650, Sacramento, California 95814  
Telephone: (916) 874-7422 Facsimile: (916) 874-6454

**MARK NORRIS**  
Director of Finance

**JULIE A. VALV**  
Assistant Auditor-Co

### PAYEE DATA RECORD (Required in lieu of IRS W-9 when doing business with the County of Sacramento)

<b>1</b>	DEPARTMENT/OFFICE Department of Finance, Auditor-Controller STREET ADDRESS 700 H Street, Room 4650 CITY, STATE, ZIPCODE Sacramento, CA 95814 TELEPHONE NUMBER (916) 874-7411	<b>PURPOSE:</b> Information contained in this form will be used by the County of Sacramento to prepare information Returns (Form 1099). Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i>
<b>PLEASE RETURN TO:</b>		

<b>2</b>	PAYEE'S BUSINESS NAME El Dorado County Department Of Transportation 2850 Fairlane Court MAILING ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code) Placerville, California 95667
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<b>3</b>	CHECK ONE BOX ONLY <input type="checkbox"/> LAW FIRM (CORPORATION) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> SECTION 501 INTERNAL REVENUE CODE - TAX EXEMPT CORPORATION <input type="checkbox"/> ALL OTHER CORPORATIONS <input checked="" type="checkbox"/> GOVERNMENT ENTITIES – FEDERAL, STATE, AND LOCAL (INCLUDING SCHOOL DISTRICTS) FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px;">9</td> <td style="border: 1px solid black; width: 20px;">4</td> <td style="border: 1px solid black; width: 20px;">-</td> <td style="border: 1px solid black; width: 20px;">6</td> <td style="border: 1px solid black; width: 20px;">0</td> <td style="border: 1px solid black; width: 20px;">0</td> <td style="border: 1px solid black; width: 20px;">0</td> <td style="border: 1px solid black; width: 20px;">5</td> <td style="border: 1px solid black; width: 20px;">1</td> <td style="border: 1px solid black; width: 20px;">1</td> </tr> </table> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER                      OWNER'S FULL NAME (Print) <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;">-</td> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;">-</td> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;"> </td> <td style="border: 1px solid black; width: 20px;"> </td> </tr> <tr> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;"><i>First</i></td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;"><i>Middle Initial</i></td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;"><i>Last</i></td> <td colspan="4"></td> </tr> </table>	9	4	-	6	0	0	0	5	1	1			-		-							<i>First</i>		<i>Middle Initial</i>		<i>Last</i>					<b>NOTE:</b> Payment will not be processed without an accompanying Taxpayer I.D./ Social Security Number.
9	4	-	6	0	0	0	5	1	1																							
		-		-																												
	<i>First</i>		<i>Middle Initial</i>		<i>Last</i>																											

<b>4</b>	CHECK APPROPRIATE BOX(ES) <input checked="" type="checkbox"/> California Resident – Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/GOODS ONLY SOLD TO CALIFORNIA	<b>NOTE:</b>  <i>(See Reverse)</i>
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<b>5</b>	Under penalties of perjury, I certify that 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me). <b>And</b> 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. <b>And</b> 3. I am a United States person (including a United States resident alien)	
<b>CERTIFYING SIGNATURE</b>	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE
	SIGNATURE OF U.S. PERSON	DATE
		TELEPHONE NUMBER

**County of Sacramento**

**PAYEE DATA RECORD - STD. 204 (REV. 10-2001) (REVERSE)**

**ARE YOU A RESIDENT OR A NONRESIDENT?**

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

- From within the United States, call ..... 1-800-852-5711
- From outside the United States, call..... 1-916-845-6500
- For hearing impaired with TDD, call ..... 1-800-822-6268

**ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?**

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California  
Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 651 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.**

**PRIVACY STATEMENT**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the State of California Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section I.