# FUNDING AGREEMENT NO.005-DMV-08/09-BOS WITH EL DORADO IRRIGATION DISTRICT

This Agreement No. 005-DMV-08/09-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 Irrigation District. (hereinafter referred to as "CONTRACTOR");

#### WITNESSETH:

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

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

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

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

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

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

#### 1. PROJECT

CONTRACTOR shall perform all activities and work necessary to complete the project of replacing two full size trucks with two low emission trucks (hereinafter referred to as "Project"); set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the Project specified in said Proposal.

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

- 1. To the text of this Agreement;
- 2. Proposal to this Agreement; and
- To the "Motor Vehicle Emission Reduction Projects Request for Proposals"
   (RFP) released to Interested Parties by the AQMD and dated 2008-2009.

#### 2. PERIOD OF PERFORMANCE/TIMETABLE

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

If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work

planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

#### 3. TERM

The term of this Agreement shall be for the period of July 1, 2008 through June 30, 2009 unless terminated earlier in accordance with Article 7, Termination.

#### 4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of EIGHTEEN THOUSAND, SEVEN HUNDRED SEVENTEEEN DOLLARS AND THIRTY EIGHT (\$18,717.38) as follows:

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

The total obligation of the AQMD under this Agreement SHALL NOT EXCEED EIGHTEEN THOUSAND, SEVEN HUNDRED SEVENTEEEN DOLLARS AND THIRTY EIGHT CENTS (\$18,717.38).

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

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

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

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

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

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

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

#### 5. NON-ALLOCATION OF FUNDS

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

#### 6. INDEPENDENT CONTRACTOR LIABILITY

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

#### 7. TERMINATION

- A. <u>Breach of Agreement</u>: 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;
  - A substantially incorrect or incomplete report submitted to the AOMD; 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 Irrigation District. 2890 Mosquito Road Placerville, CA 95667 Attn: Tom Gallier General Manager

#### **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.** <u>VENUE</u>

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.

#### 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 Tom Gallier, General Manager or his successor.

#### 18. <u>AUTHORIZED SIGNATURES</u>

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:

Miladus Dated: 5-30-08

hola Aust Dated: 5-30-08

Marcella McTaggart

**Air Pollution Control Officer** 

El Dorado County Air Quality Management District

REQUESTING DEPARTMENT CONCURRENCE:

Marcella McTaggart

**Air Pollution Control Officer** 

El Dorado County Air Quality Management District

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 above written.

CONTRACTOR EL DORADO IRRIGATION DISTRICT	AQMD EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
Date: 5-29-08	Date:
By: <u>W. Thomal</u> Salles Tom Gallier General Manager	By:
	Attest: Cindy Keck, Clerk of the Board
	Date:
	By:

# EXHIBIT "A" PROPOSAL

Vehicle Replacement – Full Size ½ ton trucks with 2008 low emission trucks Funding Option 1

Project Budget	AB2766 Funds <b>75%</b>	\$Matching Funds <b>25%</b>	In-Kind Match	Total Project Costs
Materials	\$28,076.07	\$9,358.69		\$37,434.76
Personnel/Maint			\$8,350	\$ 8,350.00
TOTAL	1.			\$45,784.76

Estimated Emission Reductions/Cost-Effectiveness	As Proposed
Useful Life of Projects (years)	10
Total Lifetime Emissions Reduced (lbs of ROG, Nox, PM-10)	980.4
Annualized Cost-Effectiveness (total project costs)	\$56.04
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$34.36

Vehicle Replacement – Full Size ½ ton trucks with 2008 low emission trucks Funding Option 2

Project Budget	AB2766 Funds <b>50%</b>	\$Matching Funds <b>50%</b>	In-Kind Match	Total Project Costs
Materials	\$18,717.38	\$18,717.38		\$37,434.76
Personnel/Maint			\$8,350	\$ 8,350.00
TOTAL				\$45,784.76

Estimated Emission Reductions/Cost-Effectiveness	As Proposed
Useful Life of Projects (years)	10
Total Lifetime Emissions Reduced (lbs of ROG, Nox. PM-10)	980.4
Annualized Cost-Effectiveness (total project costs)	\$56.04
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$22.91

**Exhibit Summary Sheet continued** 

# REQUEST FOR PROPOSAL CONTENTS CHECKLIST

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•	Attachment 3- Vehicle Replacement Quote	
	2 Copies of Proposal	



In reply refer to: M0308-033

March 17, 2008

El Dorado County Air Quality Management District Kerri Williams 2850 Fairlane Court Placerville, CA 95667

Subject: Grant Proposal-Authorization

Dear Kerri,

This letter provides approval to file grant proposals with your agency for the FY 08/09 Motor Vehicle Emission Reduction Projects. The General Manager or the Interim General Manager has the authorization to execute agreements, amendments, and payment requests which may be necessary for this grant proposal. This letter also verifies that matching funds for these projects are available.

The contact persons for this grant proposal are Don Massey and Linda McDonald. They can be reached by phone at (530) 622-4513, or by mail at 2890 Mosquito Road, Placerville, CA 95667.

The District wishes to thank you for considering these proposals.

Sincerely,

El Dorado Irrigation District

David Witter

Interim General Manager

Cc: File

#### **Project Description**

This proposal contains three projects, one for three electric vehicles, the second for retrofitting a grader and a loader, and the third project replaces two older full size  $\frac{1}{2}$  ton pick ups with new trucks. The District is proposing two different funding options. The first option is a 75/25 split and the second option is a 50/50 split. The objective for these projects is to obtain grant funds to help finance conversions that will reduce emissions.

The first project replaces three existing gas powered Gators/ATVs with electric vehicles. These vehicles are used daily between April and October of each year depending upon the weather by camp hosts and staff at the Jenkinson Lake aka Sly Park Campground located in Pollock Pines, CA. These vehicles are used for patrolling, cleaning, providing service to our customers and moving items to and from individual campsite areas. The total estimated purchase cost for the three electric vehicles comes to \$68,100. The District will pay for any additional costs associated with the purchase, destroying the existing Gators/ATVs, maintenance, monitoring the mileage, repairs, and reporting.

The second project retrofits existing off-road equipment (1 loader and 1 grader) to bring them up to the tier 2, level 3 category. This equipment is used for repairs, maintenance, and operations at reservoirs, flumes, canals, and ditches all located within El Dorado County. The cost to retrofit this equipment is \$38,475.85. The District will absorb any additional costs associated with the purchase, maintenance, and administrative costs.

The third project replaces two full size trucks with two 2008 Ford low emission trucks. These trucks will be used by our meter reader division. Staff manually reads 27,800 meters every two months. These trucks are used on a daily basis. Any additional costs associated with the purchase, maintenance, and administrative costs will be paid by the District.

#### Project Organization/Background

El Dorado Irrigation District (EID) is a utility district serving nearly 100,000 residents in northern California's El Dorado County. EID provides drinking water for homes, schools, and businesses, and recycled irrigation water for homes and public landscapes. EID operates a hydroelectric power project that includes dams, reservoirs, and 23 miles of flumes, canals, siphons, and tunnels. Facilities and delivery infrastructure for drinking water include 1,200 miles of pipeline, 40 miles of ditches, 6 treatment plants, 33 storage reservoirs, and 21 pumping stations. EID wastewater treatment system operates 58 lift stations, 300 miles of pipeline, and 5 treatment facilities.

District policy states that "The District shall strive to recoup all costs of providing services through rates, fees, charges, fines, and deposits." Any outside funding reduces costs passed onto our customers.

The District was awarded similar funding in the prior year for the purchase of two hybrid vehicles.

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			, •		\$34	,. <b>.</b> 00		\$22.91		\$56

#### Work Statements

## Gas ATV/Gator Replacement with Electric Vehicles

- Task 1 Obtain quote for vehicles.
  - Completed (attachment 1)
- Task 2 Purchase electric vehicles.
  - July 2008
- Task 3 Destroying the ATV/Gators (3) (Pictures to be provided to AQMD)
  - August 2008
- Task 4 District to provide public acknowledgement that these vehicles were funded utilizing AB2766 DMV surcharge funds.
  - Web site recognition.
  - Labels for new vehicles.
  - To be completed August 2008.
- Task 5 Vehicle maintenance
  - Monitoring mileage and maintenance

## Off-Road Retrofits -1 Loader and 1 Grader

- Task 1 Obtain quote for retrofits.
  - Completed (see attachment 2)
- Task 2 Have the retrofits completed.
  - Work to be completed by December 2008
- Task 3 Public acknowledgement via web site that this project was partially funded by the District utilizing AB2766 DMV surcharge funds.
  - December 2008
- Task 4 Vehicle maintenance
  - Monitoring mileage and maintenance

#### Vehicle Replacement

- Task 1 Obtain quote for vehicles.
  - Completed (see attachment 3)
- Task 2 Purchase Vehicles.
  - **July 2008**
- Task 3 Public acknowledgement via web site that these vehicles were partially funded by the District utilizing AB2766 DMV surcharge funds.
  - Aug/Sept 2008
- Task 4 Vehicle maintenance
  - Monitoring mileage and maintenance

# Funding Request/Cost Breakdown Two Truck Replacements

_	Option 1	Estimated	Estimated Cost	ARB Funding	EID Funding	EID-In-Kind
Retrofits		completion				LID-III-KIIId
	MD-25% EID	dates				
Task 1	Quote for Vehicles	March 2008	\$50		\$50	
Task 2	Truck Replacement	July 2008	\$37,434.76	\$28,076.07	\$9,358.69	
Task 3	Public Acknowledgement	Aug/Sept 2008	\$300		\$250	\$50
Task 4	Vehicle Maintenance	Life of vehicles	\$8,000		\$6,000	\$2,000
		Totals	\$45,784.76	\$28,076.07	\$15,658.69	\$2.050

_	Option 2	Estimated	Estimated Cost	ARB Funding	EID Funding	EID I W
Retrofits	3	completion		rico i diaming	LID Funding	EID-In-Kind
	MD - 50% EID	dates				
Task 1	Quote for Vehicles	March 2008	\$50		\$50	
Task 2	Truck Replacement	July 2008	\$37,434.76	\$18,717.38	\$18,717.38	
Task 3	Public Acknowledgement	Aug/Sept 2008	\$300		\$250	\$50
Task 4	Vehicle Maintenance	Life of vehicles	\$8,000		\$6,000	\$2,000
		Totals	\$45,784.76	\$18,717.38	\$25,017.38	\$2,050



In reply refer to: F0317-4020

March 17, 2007

El Dorado County Air Quality Management District Kerri Williams 2850 Fairlane Court Placerville, CA 95667

Subject: Matching Funds for the AQMD Grant Proposal

Dear Kerri,

This letter is to verify that matching funds for all three projects are available for this grant proposal. The District wishes to thank you for considering these proposals. If you need additional information regarding the matching or in-kind costs, please contact me at (530) 642-4140.

Sincerely,

El Dorado Irrigation District

Phil Knapik

Director of Finance and Management Services

Cc: File

# Schedule of Deliveries/Self-Monitoring Program

Gator/ATV Replacement with Electric Vehicles (3)

Quote for vehiclesMarch 2008Purchase VehiclesJuly 2008Destroy Gators/ATVAugust 2008Public AcknowledgementSeptember 2008Set up maintenance/ monitoringAt time of purchase

Retrofit Off-Road Equipment (1 loader, 1 grader)

Quote for vehiclesMarch 2008RetrofitsDecember 2008Public AcknowledgementDecember 2008Set up maintenance monitoringAt time of purchase

Truck Replacements (2)

Quote for vehiclesMarch 2008PurchaseJuly 2008Public AcknowledgementAug/Sept. 2008Set up maintenance monitoringAt time of purchase



# HYUNDAI

SUBARU

3801 Florin Road • Sacramento, CA 95823-0421 • (916) 391-3000 • e-mail: sales@senatorford.com 3/12/2008

Bill to:

El Dorado Irrigation Irr 2890 Mosquito Road Placerville, CA 95687

Attn:

Scott Carpenter 530-642-4066

Phone:

4 W

Ship to:

(2) New 2008 Ford Ranger Regular Cab 4X4 P/U Truck

Stock Number/Invoice	Vin Number or Other Charge/Credit	Unit Cost	Total
83640T	1FTZR11EX8PA57905	\$17,515.00	<del></del>
92C44T	No Underseal	- 120.00	\$17,395.00
83641T	1FTZR11E18PA57906	\$17,515.00	Ψ17,393.00
	No Underseal	- 120.00	\$17,395.00
SUB TOTAL			
	TAX		\$34,790.00
	TIRE TAX	\$ 1,313.63	\$ 2,627.26
TOTAL	TINE TAX	\$ 8.75	\$ 17.50
			\$37,434.76

Accepting Delivery

Signature

Print Name

Tim Creedon
Fleet Sales Manager
3801 Florin Road
Sacramento, CA 95823
Phone: (916) 391-3000 ext 855
Fax: (916) 391-7026

EVERYBODY KNOWS...WE WILL NOT BE UNDERSOLD

(916) 392 4225