

CONTRACT ROUTING SHEET

Date Prepared: 6/30/09

Need Date: 7/2/09 RUSH

PROCESSING DEPARTMENT:

Department: Environmental Mgmt

Dept. Contact: Linda Milligin

Phone #: 6668

Department

Head Signature: 

CONTRACTOR:

Name: Meeks Bay Fire Protection District

Address: P.O. Box 189
Tahoma, CA

Phone:

DORADO COUNTY COUNSEL
2009 JUN 31 AM 9:30

CONTRACTING DEPARTMENT: EMD Air Quality Projects 422200

Service Requested: Review of first amendment to agreement regarding AB2766 funding for Meeks Bay F.P.D. dump truck replacement. DATE EXTENSION OF SIX MONTHS.

Contract Term: December 31, 2009

Contract/Amendment Value: \$79,037.00

Compliance with Human Resources requirements?

Yes: ☐No: ☒

Compliance verified by: N/A

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

Approved: ☒Disapproved: ☐

Date: 7/1/09

By: Approved: ☐Disapproved: ☐

Date:

By:

RECEIVED
HUMAN RESOURCES DEPT
09 JUL - 1 PM 2:11

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

Approved: ☒Disapproved: ☐

Date: 7/1/09

By: Approved: ☐Disapproved: ☐

Date:

By:

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

Departments:

Approved: ☐Disapproved: ☐

Date:

By:

Approved: ☐Disapproved: ☐

Date:

By:

**FIRST AMENDMENT TO FUNDING AGREEMENT NO.008-DMV-08/09-BOS
WITH MEEKS BAY FIRE PROTECTION DISTRICT**


This First Amendment to Agreement No. 008-DMV-08/09-BOS made and entered into the First day of July, 2008 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 Meeks Bay Fire Protection District (hereinafter referred to as "CONTRACTOR") hereby amends the Agreement to read as follows:

3. TERM

The term of this Agreement shall be amended to extend the time for six (6) additional months, expiring on December 31, 2009 unless terminated earlier in accordance with Article 7, Termination.

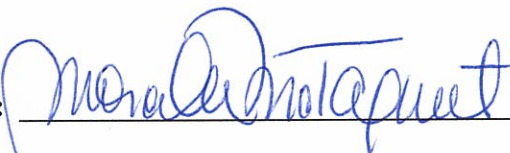
All other sections of the Agreement dated the First day of July 2008 shall remain unchanged and in full force.

AGREEMENT ADMINISTRATOR CONCURRENCE:

By:  Dated: 06-30-2009

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

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 06-30-2009

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

By:  Dated: July 2, 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 Amended Agreement to be executed as of the day and year first herein below written.

**CONTRACTOR
MEEKS BAY
FIRE PROTECTION DISTRICT**

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

Date: 7/1/09

Date: _____

By: 
**John Pang
Fire Chief**

By: _____
Chair

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

Date: _____

By: _____

CONTRACT ROUTING SHEET

Date Prepared: 4/28/08

Need Date: _____

PROCESSING DEPARTMENT:

Department: Environmental Mgmt

Dept. Contact: Linda Milligin

Phone #: 6668

Department: _____

Head Signature: 

CONTRACTOR:

Name: Meeks Bay Fire Protection District

Address: P.O. Box 189

Tahoma, CA

Phone: _____

2008 APR 23 PM 3:01
EL DORADO COUNTY COUNSEL
J. P. D.

CONTRACTING DEPARTMENT:

EMD Air Quality Projects 422200

Service Requested: Review of agreement regarding AB2766 funding for Meeks Bay F.P.D. dump truck replacement.

Contract Term: June 30, 2009

Contract/Amendment Value: \$79,037.00

Compliance with Human Resources requirements?


Yes: ☐No: ☒

Compliance verified by: N/A

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

Approved: ☒Disapproved: ☐

Date: 5/23/08

By: Approved: ☐Disapproved: ☐

Date: _____

By: _____

ASSIGNMENT

DATE	5/1/08
ATTORNEY	J. P. D.
DEPT INDEX NO.	422200
BY	J. P. D.

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

Approved: ☒Disapproved: ☐

Date: 5/27/08

By: Approved: ☐Disapproved: ☐

Date: _____

By: _____

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

Departments: _____

Approved: ☐Disapproved: ☐

Date: _____

By: _____

Approved: ☐Disapproved: ☐

Date: _____

By: _____

**FUNDING AGREEMENT NO.008-DMV-08/09-BOS
WITH MEEKS BAY FIRE PROTECTION DISTRICT**

This Agreement No. **008-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 Meeks Bay Fire Protection District. (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H:

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

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

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 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 SEVENTY NINE THOUSAND, THIRTY SEVEN DOLLARS AND TWENTY FIVE CENTS (\$79,037.25) 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 SEVENTY NINE THOUSAND, THIRTY SEVEN DOLLARS AND TWENTY FIVE CENTS (\$79,037.25).

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 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 to AQMD shall be in duplicate and addressed as follows:

CONTRACTOR

Meeks Bay Fire Protection District.
PO Box 189
Tahoma, CA 96142
Attn: John Pang
Fire Chief

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 John Pang, Fire Chief or his 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:

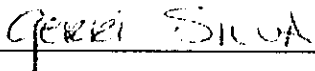
By:  Dated: 6-3-08

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

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 6-3-08

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

By:  Dated: June 4, 2008

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
MEEKS BAY
FIRE PROTECTION DISTRICT

AQMD
EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT

Date: 6/1/08

By: 
John Pang
Fire Chief

Date: 7-1-08

By: 
Chair RUSTY DUPRAY

Attest:
Cindy Keck,
Clerk of the Board

Date: 7-1-08

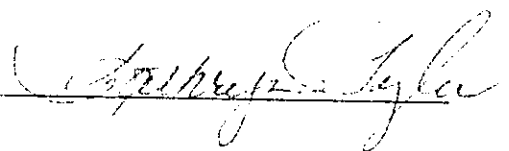
By: 

EXHIBIT "A"
PROPOSAL

EXHIBIT SUMMARY SHEET (Cover)

(This is a summary only. You must also supply the detailed information as requested on the RFP)

Applicant: Meeks Bay Fire Protection District

Contact Person: John Pang

Address: P.O. Box 189, Tahoma, CA 96142

Telephone #: 530-525-7548

FAX #(optional): 530-525-4502

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$ 79,037.25	\$ 554,500.00		\$ 633,537.25
Personnel			\$ 17,900.00	\$ 17,900.00
Other (residents)		\$ 7,000.00		\$ 7,000.00
Total	\$ 79,037.25	\$ 561,500.00	\$ 17,900.00	\$ 658,437.25

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials				
Personnel				
Other				
Total				

Estimated Emission Reductions/Cost-Effectiveness	<u>As Proposed</u>	<u>Alternate Funding Level</u>
Useful Life of Project (years)	10	
Total Lifetime Emissions Reduced (lbs. Of ROG, Nox, PM-10)	11.45	
Annualized Cost-Effectiveness (total project costs)*	684.825	
Annualized Cost-Effectiveness (AQMD Funded project costs)*	82.83	

*: See Appendix 3 for instructions

Brief Project Description: We are asking your assistance to help replace our chipping dump truck with a larger unit, to reduce vehicle miles.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: Meeks Bay Fire Protection District

Please complete and attach this checklist with your application.

- ☐ Exhibit Summary Sheet (Cover) – page 1
- ☐ Request for Proposal Contents Checklist (Second Page) – page 2
- ☐ Authorization Letter/Resolution – page 3
- ☐ Project Description – page 4
- ☐ Project Organization/Background – page 6
- ☐ Emission Benefits/Cost Effectiveness – page 6
- ☐ Work Statement – page 7
- ☐ Funding Request/Cost Breakdown – page 7
- ☐ Matching Funds – page 9
- ☐ Schedule of Deliveries/Self-Monitoring Program – page 7
- ☐ Local TPA Review (When Applicable) – page N/A
- ☐ 2 Copies of Proposal – page Included



Meeks Bay

Fire Protection District

Post Office Box 189
Tahoma, CA 96142
Lake Tahoe

PHONE 530-525-7548
FAX 530-525-4502
www.MeeksBayFire.com

John Pang, CHIEF

BOARD OF DIRECTORS:
Edward I. Miller
Nicholas J. Kromydas
Jane L. Warmack
Bruce C. Massie
Stephen W. Hyde

March 17, 2008

Dear AQMD Staff:

I am authorized to apply for a grant committing our staff as in-kind assistance and hard dollars for matching purposes to a grant application for a new diesel dumptruck that will augment our defensible space program.

Our agency is very committed to reducing overgrown forest fuels in the District and Tahoe Basin in an effort to prevent another catastrophic wildfire and encourage a healthier forest. Our current method of hauling biomass with our 20 year old dumptruck is inefficient and pollutes the air that we breathe.

In the event that the El Dorado County Air Quality Management District graciously funds this piece of apparatus, I am authorized to sign a contract for the truck on the District's behalf. We will use the truck to reduce vehicle road emissions and encourage to recycle their biomass rather than burning it.

Thank you for your kind consideration,

A handwritten signature in black ink, appearing to read "John B. Pang". The signature is fluid and cursive, with the first name "John" being more prominent.

John B. Pang
Fire Chief

Meeks Bay Fire Protection District Dumptruck Replacement Project

Project Description

The Problem:

The Meeks Bay Fire Protection District ("District") is respectfully asking the El Dorado County Air Quality Management District ("AQMD") to assist us in our efforts to protect the people of our County, as well as the property and environment here in Lake Tahoe. We are in desperate need of a dumptruck to replace our old, smoke-belching diesel rig that is integral in our free community defensible space chipping program. The dumptruck hauls the chipped biomass away and drops it off at a local ski area for use as a soil amendment. We used it to help pickup and transport pine needles for our "Biomass Collection Program." We also use the truck to plow the snow at the main fire station so our rigs can get out in the winter. Finally, we will use the truck to tow the new track chipper that you graciously funded last year for the region (our older trucks don't have the towing capacity).

Objectives:

- 1) To reduce road miles by obtaining a truck that will hold about four times our current capacity of chipped material.
- 2) To improve air quality and reduce the pollution by replacing our 1988 diesel with a modern clean diesel rig.
- 3) To legally, efficiently, and safely tow our track chipper and trailer that you funded last year.
- 4) To obtain a reliable, cleaner burning truck for our snowplowing operations at our main station so our emergency service to the public isn't compromised.

Project Description and Proposed Solutions:

The District has had a successful community chipping program for the better part of the last decade. In an effort to motivate the property owners to create their defensible space to prevent catastrophic wildfires, we have tried to provide free chipping to assist in the disposal of the biomass. Prior to this program, the only options for the homeowners were to haul the slash to the disposal facility about 16.5 miles away, or burn the debris with a dooryard burning permit. Either method results in additional emissions into the air—some of which ultimately falls into the pristine waters of Lake Tahoe.

We started the chipping program on a shoestring years ago and have been funded by grants for the past five years. The USFS and your agency have supported us with our chipping machines and we just received a large grant from sale of land in Southern Nevada to do some major fuels treatment projects and defensible space work. Unfortunately, the grant doesn't cover equipment.

The recent fires in the Tahoe Basin last year accelerated the demand for chipping and biomass/pine needle collection as the property owners scrambled to clear their defensible space. Last year alone, the District chipped over 6,800 cubic yards of debris. In the past, we use to leave the chips "on-site" for the homeowners to use for erosion purposes. The new defensible space laws now go out to 100', and chips are no longer allowed in the critical 0-30' zone around the structures. We no longer get requests for chips and end up hauling them to anyone who will take them. Last season, we were fortunate enough to develop a private source who uses the chips as a soil amendment to reduce erosion. We made numerous trips to their site (5 miles away) to unload our small dumptruck and actually had to go three times further in the fall when the weather shut down their operation.

Solution to Objective #1:

The District is asking your assistance to help us replace our old rig with a dumptruck that will hold 20+ cubic yards of material (four times our current capacity). This will help us reduce road mileage between dumps and also help us to be more efficient in serving the community.

Our current dumptruck was donated to us by a local public utility district when the maintenance became too costly for them. It was built in 1988 and has seen 172,000 hard miles. We continue to nurse the rig along, and have spent a lot of money keeping it going—unfortunately, it seems to spend more time in the shop. More importantly, it barely tows our small chipper and is incapable of towing our larger track chipper. Finally, the dump-bed capacity is really small (~4-6 cubic yards). When loaded, the truck can barely tow our regular chipper and cannot make it up our hills without shifting it into 4 WD compound low. I believe I mentioned that it smokes horribly—I'm embarrassed to drive behind it with our logo on the door!

We also use this truck to assist our "Biomass Collection Days" program that you also funded last year. If the homeowner has no means of bringing the small green waste to our collection days, we offer to go by their home and pickup the bagged debris. Needless to say, it doesn't take much to fill our small dumptruck and we're constantly shuttling the biomass up to the ski area for disposal. The proposed new truck would reduce the round trips by an estimated 75% as we'd be able to hold a lot more debris (we empty out the bags into our rig and leave them for the homeowner). This would allow us to run a more efficient biomass collection program, and possibly reduce the costs to continue this successful venture with your agency.

Solution to Objective #2:

Our current dumptruck is tired and 20 years old. It doesn't portray the clean, green image that government agencies should portray. We should be setting the example about the new California emissions laws and are asking your assistance so we can retire this smoke producing relic. By replacing it with a truck with more capacity, we'd also reduce pollution merely by driving less miles.

Solution to Objective #3:

None of our current vehicles can legally tow the weight of the track chipper / trailer that you helped us purchase last year. We had to rely on a third party to tow the chipper, which made things inefficient, and costly. It also added road miles, as the tow vehicle had to make a separate to the station or job site to fetch the chipper. We would also have to send our crew in yet another vehicle to load or off-load the chipper. Having our own tow rig would reduce miles, and allow us to safely haul the vehicle ourselves within the legal confines of the DMV laws.

Solution to Objective #4:

We use our current dumptruck to plow our firehouse parking area and apron in front of the station. There have been numerous times when the "old beast" just wouldn't start. We've also had to send it in for repairs just in time for a storm to slam us. One day a few months ago, we found the fuel lines and tank "frozen" (gelled up). We're currently trying to find the source of burning electrical smoke. Plowing doesn't add many miles, but it does add a lot of particulate matter into the atmosphere as it slowly pushes the snow around for hours during and after every snowstorm. The air here in the winter is often inverted and the smoke settles around us like a hazy cloud. A new rig would allow us to plow with a much cleaner vehicle. Additionally, it will be reliable so our fire apparatus can get out during the storms. In our line of business, we can't use the excuse of being "snowed in."

We pride ourselves on being thrifty and getting the most of our vehicles, however, our current dumptruck is polluting the air and costing our taxpayers too much to keep it going. We are hoping that a new rig would last us 15 years (at least) and promise to maintain it just like we take care of our fire engines (we

try to get at least 20 years from them!). Our reason for seeking a new truck is to comply with the diesel engine requirements of our state.

We will also be able to use this vehicle to help our fire neighbors to the North. While nothing is in ink, I just received a call on March 14 asking to book our track chipper for "at least a month" this coming summer. This rig will help tow the chipper for these cooperative projects. We work actively on mutual aid agreements, and will do our best to help our neighbors as long as we can also meet our customer's demands. If our other neighboring fire and forest agencies need assistance, we are committed to helping them to the best of our ability.

Project Organization and Background:

The Meeks Bay Fire Protection District has had numerous years of success in procuring and administering various grants, the largest being from FEMA for a new fire engine (unfortunately, they won't fund this type of equipment). We've also received grants for other multi-jurisdictional projects and have completed them successfully, ultimately benefitting the public that we serve. We have great working relationships with our customers, and are in constant communications with them via our newsletters, website, newspaper articles and 4th of July Pancake Breakfast. We are a "green" agency, and are sincerely interested in reducing both vehicle and environmental emissions. Just this past year, via another FEMA grant, we installed Ward "No Smoke" diesel filters on our diesel emergency vehicles (five in total).

Emission Benefits/Cost Effectiveness:

The main benefit of this project is to reduce road miles produced from hauling forest biomass to a disposal facility. We feel we will reduce road miles and the ensuing pollution by 2,000 miles merely by being able to haul more debris than our existing truck. We also will reduce miles used by a third party hauler for our track chipper, as he has to drive to our station or the job site to pick up our track chipper and trailer. Almost as importantly, we'll be utilizing a cleaner burning piece of equipment and one that is capable of efficiently and safely transporting the debris and trailer, as well as plowing our snow in winter. If we receive funding for another program ("Biomass Collection"), we will also be able to use this new higher capacity truck to help us pick-up pine needles and smaller biomass from homeowners' properties so they don't have to transport them to our facility in garbage bags and smaller passenger vehicles. This will also potentially save vehicle miles and help with efficiency.

The recently adopted "Ten-year Multi-jurisdictional Fuels Treatment Plan" here in the Tahoe Basin has identified thousands of acres that need to be thinned and treated here in the District. Five basin fire agencies have teamed up and received a grant proposal to start the first year of this plan. Unfortunately, the grant will not fund equipment purchases, and we are staring at a little over \$550,000 of work here in our District for our defensible space and firebreak programs (this is our portion of a joint proposal between five basin fire agencies and the local Fire Safe Council. The money is coming from the sale of property via the Southern Nevada Public Land Management Act ("SNPLMA"), which will be signed about May 1, 2008 by the Secretary of the Interior) Needless to say, we're ramping up our program to utilize these grant funds, and sincerely need your assistance to help us become more efficient and improve the air quality by reducing road miles. Additionally, the more biomass we chip also means less that is burned. I recently spoke with a university research scientist who showed that reducing fire fuels drastically reduces the chances of a catastrophic wildfire, which if happened, would spew tons of particulate matter into the atmosphere.

Our current 1988 dumptruck sports a 7.3L motor that was manufactured in 1987 by International. It has 171,901 miles on the odometer (and many hours plowing with negligible miles). The proposed model in the attached specs is for a Caterpillar 7.2 L motor. Both are on Ford chassis, however the new truck has a lot more towing capacity, as well as carrying capacity. The new rig will be a lot more cost effective to operate in terms of fuel efficiency due to the improvements in fuel injection, etc.

Work Statement:

Activity	Lead	Timeline
Sign agreements with AQMD	MBFPD	1 st Week
Promote program at speeches and via ads, web, etc.	MBFPD	ongoing
Solicit truck and buildup bids	MBFPD	1 st month
Select bid and place order	MBFPD	2 nd month
Accept chassis and submit for dump box buildup	MBFPD	2 nd quarter
Procure logos for new truck	MBFPD	2 nd quarter
Install radios, logos, misc. equipment	MBFPD	2-4 th quarters
License rig (including weigh-in and inspection)	MBFPD	2 quarter
Place rig in service	MBFPD	ASAP
Adopt snowplow to rig	MBFPD	2 nd quarter
Acknowledge AQMD and AB2766 funding	MBFPD	ongoing
Mileage monitoring	MBFPD	ongoing
Grant and Fiscal Adm.	MBFPD	ongoing
Progress reports to AQMD	MBFPD	quarterly

Funding Request/Breakdown of Costs:

Description	AB 2766 Funds	Matching Funds	In-kind Funds	Total Costs
F-650	\$ 52,983.00			\$ 52,983.00
Tax	\$ 3,841.27			\$ 3,841.27
Chipping Body	\$ 19,779.00			\$ 19,779.00
Tax	\$ 1,433.98			\$ 1,433.98
Def. Space Program		\$ 550,000.00 (SNPLMA)	\$ 15,000.00 MB	\$ 565,000.00
Plow adoption			\$ 3,500.00 MB	\$ 3,500.00
Purchasing coordination			\$ 1,000.00 MB	\$ 1,000.00
Signage	\$ 1,000.00			\$ 1,000.00
Acknowledgments		\$ 1,000.00 MB	\$ 1,000.00 MB	\$ 2,000.00
Oversee the buildup			\$ 500.00 MB	\$ 500.00
License And Registration			\$ 400.00 MB	\$ 400.00
Insurance and Maintenance		\$ 2,000.00 MB		\$ 2,000.00
Totals	\$ 79,037.25	\$ 553,000.00	\$ 21,400.00	<u>\$ 653,437.25</u>

Calculations

	OLD	NEW	14.2 / 9 / MILE	OLD
NOx	14.2	3.8	3.89 / MILE	NEW
PM10	1.65	6.06	1.658 / MILE	OLD
			.069 / MILE	NEW
	15.85	- 4.4	= 11.45	TOTAL LIFETIME EMISSIONS

ANN. COST EFF.

$$\frac{.12 \times 653,437.25}{11.45}$$

/ 10 =

684.825

ANN COST EFF. AQMD

$$\frac{.12 \times 79,037.25}{11.45}$$

/ 10 =

82.83

USED APP. #3

Matching Funds:

As shown above, the matching funds of our larger Community Defensible Space and Chipping Program is funded via a large grant from the White Pines amendment to the Southern Nevada Land Management Act (SNPLMA). I am the chair of a basin-wide Multi-Agency Coordinating Group (MAC) that is overseeing the coordinating team that will implement this \$4.1 million grant. A little over \$550,000 of this funding will be in the Meeks Bay Fire District starting this summer.

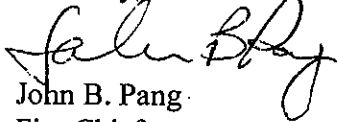
The District will also provide a lot of "in-kind" matches as well as some hard dollar matches as listed above. In addition to the huge SNPLMA, the District will contribute all of the purchasing coordination, supervise the logo design and installation, oversee the acknowledgments, oversee the buildup, procure the proper registration and licensing, cover the annual insurance and maintenance for as long as we own the vehicle, and coordinate any mutual aid usage with our neighboring agencies. We will also attempt to get some additional donations for the public acknowledgments via local PR firms, the newspaper, etc. As the chief, I will commit these funds and staff time to this project for our match.

Summary:

We are requesting funding for a new larger dumptruck in an effort to reduce vehicle miles and pollutants in our area. Airborne pollutants are a leading cause of the sedimentation in Lake Tahoe, and we'd like to help "Keep Tahoe Blue." There are also additional ancillary benefits: efficiency, safety, fire prevention via assistance with homeowner's defensible space biomass removal, and reliable snow plowing to ensure our fire engine has access out of the station.

Thank you for your kind consideration of this worthy project. If given the opportunity of the grant, I will personally ensure that the project is completed to the best of our ability. An investment in Meeks Bay is an investment in the entire region—the investment will also be leveraged to provide benefits for multiple applications as I have outlined above.

Sincerely,



John B. Pang
Fire Chief

JONES-WEST FORD
3600 Kietzke Lane-Reno, Nevada 89502

FAX COVER SHEET

DATE 03/14/2008
TO: ELDORADO FIRE DEPT
ATTN MIKE
PHONE: 530-525-7548
FAX: 530-525-4502

PAGES INCLUDING COVER

COMMENTS

F-65052,983.00
SCELZI CHIPPER BODY.....19779.00
TOTAL.....72,760.00

14'
CHIPPER HAS OPTIONS AND PRICING IS ON SCELZI QUOTE FOR YOU TO
CONSIDER

CHUCK SHEPHERD
JONES WEST FORD
COMMERCIAL FLEET SALES & LEASING
OFFICE (775)-829-3208 FAX (775)-829-3364
CELL (775)-745-4576

DEALER CODE 72K404

PARTS CODE 07809

SENT BY 