

Need Date: June 30, 2011

PROCESSING DEPARTMENT:

Department: Air Quality Management District

Dept. Contact: Mike Applegarth

Phone #: 5123

Department

Head Signature: Mike Applebury

CONTRACTOR:

Name: The River Store
ATTN: Dan Crandall,
President/CEO

Address: P.O. Box 472

Lotus, CA 95651

Phone: (530) 333-9115

CONTRACTING DEPARTMENT: Air Quality Management District

Service Requested: Review of contract of use of AB 2766 funds

Contract Term:	July 1, 2011 – June 30, 2012	Contract Value:	\$80,354
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Compliance with Human Resources requirements?	Yes:	No:
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Compliance verified by: N/A

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

Approved: _____ Disapproved: _____ Date: 9/22/11 By: _____

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

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: ☒ Disapproved: ☐ Date: 9/22/11 By: Kelle

Approved: _____ Disapproved: _____ Date: 12/1 By: [Signature]

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

Departments:

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

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

FUNDING AGREEMENT NO. 014-A-10/11-BOS

WITH THE RIVER STORE INC.

THIS AGREEMENT No. 014-A-10/11-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 **THE RIVER STORE INC.**, (hereinafter referred to as "CONTRACTOR");

RECITALS

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

WHEREAS, Assembly Bill 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 the AQMD for funding; and

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

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

1. PROJECT

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

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 Proposal" (RFP) released to Interested Parties by the AQMD and dated 2011-12.

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, 2011 through June 30, 2012 unless

terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of EIGHTY THOUSAND AND THREE HUNDRED AND FIFTY FOUR DOLLARS AND NO CENTS (\$80,354.00) 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 EIGHTY THOUSAND AND THREE HUNDRED AND FIFTY FOUR DOLLARS AND NO CENTS (\$80,354.00).

A. Payments: Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Air Pollution Control Officer. 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 for 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 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. 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 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 there under 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. TERMINITION

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 the 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 it's 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 our 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 an other costs of defense incurred by CONTRACTOR, whether for damage to or loss of property, or injury to or death of CONTRACTOR'S officers, 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 be negligence of the CONTRACTOR.

10. INSURANCE

CONTRACTOR shall provide proof of a policy of insurance satisfactory to AQMD and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- B. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor

vehicles are used by the CONTRACTOR in the performance of the Agreement.

C. CONTRACTOR shall furnish a certificate of insurance satisfactory to the AQMD as evidence that the insurance required above is being maintained.

D. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

11. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by the 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 the AQMD or its authorized representative to determine if the revenues received by the 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 the Agreement, or AB 2766 or any other applicable provision 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).

12. NOTICES TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the

United States Post Office, postage prepaid and return receipt requested. Notices shall be in duplicate and addressed as follows:

CONTRACTOR

The River Store Inc.
P.O. Box 472
Lotus, CA 95651
Attn: Dan Crandall
President/CEO

AQMD

El Dorado County
Air Quality Management District
330 Fair Lane
Placerville, CA 95667
Attn: Air Pollution Control Officer

13. TIME IS OF THE ESSENCE

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

14. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

15. NO THIRD-PARTY BENEFICIARIES

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

16. VENUE

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

17. ENTIRE AGREEMENT

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

18. AGREEMENT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Mike Applegarth, Interim Air Pollution Control Officer or his successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Daniel Crandall, President/CEO, or his successor.

19. AUTHORIZED SIGNATURES

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

20. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

AGREEMENT ADMINISTRATOR CONCURRENCE:

By: Mike Applegarth Dated: 6/14/11

Mike Applegarth
Interim Air Pollution Control Officer
El Dorado County Air Quality Management District

REQUESTING DEPARTMENT CONCURRENCE:

By: Mike Applegarth Dated: 6/14/11

Mike Applegarth
Interim Air Pollution Control Officer
El Dorado County Air Quality Management District

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

--COUNTY OF EL DORADO--

Dated: 6/14/11

By: 

Raymond J. Nutting

Chairman

Board of Directors

El Dorado County Air Quality Management District

ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: 

Deputy Clerk

Dated: 6/14/11

--CONTRACTOR--

By: 

Daniel Crandall
President/CEO

Dated: 9/23/11

EXHIBIT SUMMARY SHEET (Cover)**Applicant:** The River Store Inc.**Contact Person:** Dan Crandall**Address:** 1032 Lotus Road or P.O. Box 472, Lotus, CA 95651**Telephone #:** 530-333-9115**FAX #(optional):** 530-626-3363

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Personnel (Drivers, Coordinator, Office Staff)	\$ 85,000	\$ 35,000	\$	\$ 120,000
Other	\$ 37,462	\$ 15,788		\$ 53,250
TOTAL	\$ 122,462	\$ 50,788	\$	\$ 173,250

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Personnel (Drivers, Coordinator, Office Staff)	\$ 60,502	\$ 29,258	\$	\$ 90,000
Other	\$ 34,032	\$ 16,458		\$ 50,490
TOTAL	\$ 94,534	\$ 45,716	\$	\$ 140,250

Estimated Emission Reductions/Cost-Effectiveness	As Proposed	Alternate Funding Level
Useful Life of Project (years)	1	1
Total Lifetime Emissions Reduced (lbs. Of ROG, NOx, PM)	5,432.17	4,074.13
Annualized Cost-Effectiveness (total project costs)	\$32.85/lb	35.46/lb
Annualized Cost-Effectiveness (AQMD Funded project co	\$23.22/lb	\$23.90/lb

Brief Project Description:

The River Store Inc. will continue a shuttle program for river recreation on the South Fork American River corridor from Chili Bar put-in to Skunk Hollow take-out. In addition, upon the return trips to Coloma/Lotus the shuttle will provide "dead head trips" for the community at large and expand into service for institutional/commercial outfitters, community events and other visitors to the area such as hikers, campers, angler & mountain bikers. The River Store Inc. will operate during fiscal year 2011/2012 providing 120 total shuttle service days.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: The River Store Inc.

Please complete and attach this checklist with your application.

- X Exhibit Summary Sheet (Cover) – Page 1**
- X Request for Proposal Contents Checklist (Second Page) – Page 2**
- X Authorization Letter/Resolution – Page 3**
- X Project Description – Pages 4 - 6**
- X Project Organization/Background – Pages 7 - 10**
- X Emission Benefits/Cost Effectiveness – Pages 11 - 12**
- X Work Statement, Schedule of Deliveries & Monitoring Program – Pages 13 - 14**
- X Funding Request/Cost Breakdown – Page 15**
- X Matching Funds – Page 16**
- X Schedule of Deliverables/Monitoring Program – Pages 13-14**
- X 2 Copies of Proposal**

Appendix A Community Letters of Support

The River Store, Inc
1032 Lotus Road, Lotus, CA
PO Box 472 Lotus CA 95651
(530) 626-3435 Fax: (530) 626-3363
www.theriverstore.com

March 6, 2011

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

To whom it may concern,

I am writing this letter as the President and CEO of The River Store Inc. . I am also the majority shareholder in the corporation and have the full support of my minority shareholders for the following authorization. As such I have the legal ability to, and do so authorize The River Store Inc. to apply for and potentially accept the responsibility for administering any and all contracts and/or grant funding applied for from the EDCAQMD. This authorization is with full knowledge of the requirements of the grant funding proposal being submitted with regard to "The River Shuttle", and the resulting contract stipulations and responsibilities for performance and reporting.

I, Dan Crandall, will serve as the primary contact person for any such contracts and have listed my personal contact information below. I will also be the responsible River Store Inc. representative for authorizing and executing any and all documentations or actions resulting from the applications for funding or the successful receipt of said grant contract(s).

Sincerely,



Daniel R. Crandall
President/CEO, The River Store Inc.
530-333-9115
P.O.Box 472, Lotus, CA. 95651
Dan@Kayaking.com

The River Shuttle 2011 Project Description

Objectives

By its very nature, recreational user groups on and increasingly near the river corridor require the use of multiple vehicles and drivers to facilitate their trips and activities. In many of these cases multiple vehicles come from locales such as the Bay Area, Nevada and the greater Sacramento Valley region. They typically end up retracing drive routes multiple times in performance of their shuttles. With the necessary AQMD funding, The River Shuttle will continue to fill a void that has been recognized and evident for many years. The basic service provides shuttle transportation for river and other recreationists and their equipment (kayaks, rafts, tubes, bikes, etc.) in a safe, convenient and typically reserved or scheduled format.

The River Shuttle has proven its ability to provide for significant reductions in the number of passenger vehicle trips over Highway 49 and attached small roads between Chili Bar, Coloma, Salmon Falls and the surrounding region. In addition we have found in our first three “seasons” of operation that a significant and increasing number of riders are able to leave additional vehicles at home in the Bay Area and elsewhere rather than bringing them to El Dorado County and the river corridor to facilitate their personal shuttles. In fact, as awareness of the shuttle service has grown, our surveys indicate nearly half of our riders have been able to leave at least one vehicle behind specifically because they were able to plan on use of The River Shuttle! Others are able to bring smaller vehicles to the area instead of larger, less efficient vehicles. The result is significant reduction in emissions produced in the Coloma/Lotus area and beyond along with increased safety of travel on involved roadways and significant reduction/reapportionment of parking at such critical locations as Salmon Falls, Greenwood Creek, and Highway 49 bridge over the South Fork American. The shuttle is a benefit to user groups due to increased access for many such as family and single users, safer travel options, and the savings realized in both time and gas/maintenance expenditures resulting from shuttle activities replacing the use of their personal vehicles.

The shuttle benefits local businesses by providing for new and unique options marketable to potential visitors and for real-time collaboration between diverse businesses to create and enhance the activities they can offer. In addition, visitors have extended time available to patronize

local businesses and parks as a direct result of time saved using The River Shuttle vs. running their own shuttles (typical time savings is 90 minutes/day)

The shuttle had success expanding into service for local commercial and institutional outfitters, as well as expanding the services for local event participants and other visitor groups to the area such as hikers, campers, fisherman and even mountain bikers. We intend to actively continue to grow these community elements of the shuttle services, consistent with the emission and traffic reduction objectives of the shuttle.

A boater/visitor/community shuttle service such as the one we are developing is mandated (though not specifically defined in terms of implementation) in the current version of the El Dorado County River Management plan for the South Fork of the American River. El Dorado County is also mandated to assist in said implementation. The AQMD funding serves to help El Dorado County fulfill that responsibility in what we feel is a very unique partnership of public and private resources for the benefit of all. Prior to our proposal and implementation of The River Shuttle service there had been no actions to attempt to meet the county's responsibility for helping to develop a shuttle service in our area.

Local business owners and river/park managing agencies including El Dorado County, California State Parks and BLM continue to be very supportive and enthusiastic about the shuttle service, offering marketing support and special considerations where appropriate to help facilitate the success of this project.

A sampling of support letters are included in Appendix C. We could easily solicit and provide 100 plus letters of support as needed or requested (don't want to overwhelm anyone unnecessarily (<:)

Scope

The Shuttle will operate during time frames identified as appropriate for our services, primarily weekends in May-October (longer under our "A" proposal) along with weekdays in the summer months of June, July and August, 2011 and May -June 30, 2012. There will be scheduled routes connecting parking and identified river access points, as well as advance reservation shuttle services for individuals and small to medium sized groups.

Shuttle riders will park at a variety of appropriate and approved public and private venues, and shuttle schedules will be designed to help apportion the parking away from congested locations such Salmon Falls and Greenwood Creek parking areas.

Shuttle users will be able to purchase TMA Membership style passes at the River Store. Users will also be able to make pre-reservations for some pick-up points and for custom group/event shuttles through our dispatch/scheduling office.

The River Store Inc. will provide (directly or through its affiliates/ subcontractors):

- Assuming continued EDCAQMD funding, the shuttle will continue to operate through June 30, 2012 with 3 vans (one 2005 and one 2007 Ford 15 passenger vans and one 2004 Chevy 12 passenger van).
- 3 Custom trailers for equipment transport
- Maintenance and storage of all vehicles
- Website and physical location/ phone access for information, reservation and rider membership purchases.
- Billing and accounting services
- Payment of all invoices or subcontractors pursuant to the activities of the River Shuttle.
- Coordination of marketing with local businesses, agencies and private user groups
- Press releases and website information
- Safe, experienced and appropriately trained and licensed drivers
- Support staff for managing, scheduling, reservations, dispatch and marketing
- Experience and knowledge of the logistics, venues, agencies, river and local community needs and concerns that the shuttle is required to interact with in the performance and fulfillment of its responsibilities.

Project Organization and Background 2011

Project Organization

The River Store Inc. (TRS) will continue to administer the EDCAQMD contract. TRS will also continue to develop the marketing and public information access/reservation systems and the scheduling and route logistics. We will have help from the Coloma-Lotus Chamber of Commerce marketing committee (newly created in 2009 in part for this purpose). Members of the CLCC are specifically providing additional services to help develop and expand the shuttle opportunities and options for the greater Coloma-Lotus community. We have met with many business owners in the local community over the last two years, and have developed several opportunities for collaborative activities facilitated by the River Shuttle services. These include potential regular tours between accommodations and event centers such as wineries, casino and local recreational venues such as Cronan Ranch and Henningsen/Lotus Park. We also have continuing agreements (pending continued AQMD funding) with several local businesses to provide transportation services for several local events and weddings as well as the local theater. All of these potential activities will continue to enhance our current mission of reducing vehicle emissions and traffic on local roads, as well as enhancing local community, business and recreational opportunities.

The River Shuttle continues to have the full support of the River Management Advisory Committee, the Coloma-Lotus Chamber of Commerce and many, many other local groups and individuals.

TRS will continue utilizing the existing infrastructure elements of The River Store at 1032 Lotus Rd., a nearby (Highway 49 in Coloma) secure

commercial warehouse/parking facility and the reservations office (collaborative with Current Adventures) as a base of operations. Vehicle maintenance and support will continue to utilize qualified local mechanics on a regular maintenance schedule. Current Adventures will

TRS now owns three vans and custom built Shuttle trailers for use in continued shuttle service until and hopefully after the 2010/2011 grant contract year comes to an end on June 30th. This is assuming that we are awarded the 2011/2012 grant funding requested, as without it we will not be able to continue the shuttle service much after June 30th due to lack of funding at this stage in the program's development. We continue to research additional funding streams such as advertising, sponsorship, and potentially additional grant funding sources.

We will continue to hire experienced and highly qualified/ commercially licensed drivers and additional staff as needed to manage and administer the shuttle activities. We have been able to provide for several new and good paying local jobs as part of our operations to date.

Working shuttle stops and routes have been established, and we will continue to grow the commercial and private use of the shuttle services that have been so successful to date. We expect our services to continue to grow into the 2011/2012 season with the necessary help of AQMD funding, new shuttle programs and partners and the continued strong support of local business and private interests alike.

Background

Primary responsible party is Dan Crandall as president of The River Store Inc., CEO of The American River Festival NPO (DBA "The Coloma

Lotus Transportation Management Agency”) and owner of Current Adventures Kayak School.

Dan Crandall is president and majority shareholder of The River Store Inc. and has held that position since purchasing the company in 2004. He is also the CEO and director of The American River Festival NPO. He has also owned and operated Current Adventures Kayak School (A sole Proprietorship) from its Lotus base since its inception in 1994. As part of the administration of these entities Dan’s responsibilities include:

- Coordinating and scheduling the disbursement of resources (including multiple 15 passenger vans, trailers, instructors and kayaking/rafting equipment) throughout Central California.
- Acquisition and maintenance of all vehicles and equipment
- An integral aspect of running these businesses is Dan’s annual and ongoing responsibility to negotiate, acquire, update insurance policies and administer numerous permits and concession contracts and their resultant reports and accounts with such entities as California State Parks (2), U.S. Forest Service (4) , BLM, and El Dorado County.
- An intimate familiarity with the safe and scheduled travel/ transport on local roads, routes and access points to be utilized in The River Shuttle program as a result of his own similar kayak school operations and experience.
- Maintaining a complete knowledge of and close working relationship with all facets of the business, resident, paddling and outfitter communities within the contract area over the last 19 years.
- Marketing to local and regional paddling groups and the general public with relation to paddling, recreational and community oriented programs, events and activities.
- Creation and development of numerous websites since 1995 which incorporate on-line reservations, pricing schedules and complicated calendars for multiple courses, trips and venues.
- Hiring, training and managing a combination of over 20 employees for both The River Store and Current Adventures with a special focus

on assessing and enhancing the public service, safety and judgment skills of said employees.

- Delegation of appropriate responsibilities to employees
- Development of kayak trips and outings/services with associated pricing schedules, logistical planning and contract negotiations/fulfillment in collaboration with numerous entities including 8 local or regional Parks and Recreation departments, REI and REI Adventures.
- Development, logistical planning and guiding of multiple commercial river and travel trips to destinations including Costa Rica, New Zealand, Scotland, Chile, The Grand Canyon, Panama, Oregon, Alaska and Utah.
- General responsibility and oversight of all financial recordkeeping, purchases and expenditures for both The River Store Inc. and Current Adventures Kayak School.
- Member in long standing of the California State Parks Whitewater Advisory Committee (Auburn based).
- “My goals are to help create a safe, user friendly and sustainable form of shuttle transportation for the varied user groups in the South Fork American River region and the related businesses and community members and events. I see this model as expandable to many recognized applications within the greater South Fork Valley. The reduction of traffic, emissions and parking congestion are all primary objectives of such a shuttle service. The service itself is being designed to be functional, efficient and beneficial (directly or indirectly) to all who live and work in or visit the area.”

**River Store Shuttle 2011-2012
Proposal: 120 Days**

Emissions Benefits / Cost Effectiveness (LEV Low Emissions Vehicle - 8501-10,000 lbs)

There are 2 routes: Chili Bar (CB) = 11.2 miles 1-way and Gorge (G) = 13.5 miles 1-way

Effectiveness Period = 1 year

(D) Days 120

(R) Ridership 14 Passengers * 8 trips * 2 ways * 2 routes (CB & G) = 448

Van VMT # Vehicle runs * Miles * 2 ways * Days
Chili Bar: $8 * 11.2 * 2 * 120 = 21,504$
Gorge: $8 * 13.5 * 2 * 120 = 25,920$
Total Van VMT = 47,424 miles/year

(A) Adjustment on Auto Trips = 1

(L) Auto Trip Length

1. River trip bringing car: CB $(11.2*4)=44.8$ miles G $=(13.5*4)=54.0$ miles
(includes initial trip miles and miles back to retrieve car, plus retrieval and return miles for primary shuttle vehicle)
2. River Trip leaving car at home: **Add 40 miles** saved driving round trip Coloma to El Dorado County Line
3. "Dead Head" trip: CB=**11.2 miles**, G=**13.5 miles**

(AA) Adjustment for auto access to & from shuttle= 0.50
(reduced to account for river shuttle vehicle left at home)

Annual Auto Trips Reduced = $(D*R*A) * (1-AA)$
 $(120*448*1)*(1-.50) = 26,880$ trips reduced

Annual Auto VMT Reduced = $(D*R*A) * [L-(AA*LL)]$

1. River Trip bringing cars: $(120*56*1) * [44.8-(.5*5)] = 284,256$ CB + $(120*56*1) * [54.0-(.5*5)] = 346,080$ G = total **630,336** miles reduced
2. River Trip not bringing cars: $(120*56*1) * [(40+44.8)-(0.5*5)] = 553,056$ CB + $(120*56*1) * [(40+54.0)-(0.5*5)] = 614,880$ G = total **1,167,936** miles reduced
(Estimating 50% of river trip ridership leave vehicles at home)
3. "Dead Head": $(120*112*1) * [11.2-(.5*5)] = 116,928$ CB + $(120*112*1) * [13.5-(.5*5)] = 147,840$ G = total **264,768** miles reduced

TOTAL = 2,063,040 mile/year reduced

Annual Emissions Reductions $[(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor}) - (\text{Van VMT}) * (\text{Van VMT Factor})] / 454$

ROG: $[(26880*1.719) + (1,108,800*0.424) - (47,424*0.20)] / 454 = 2,007.60$ lbs/yr

NOx: $[(26880*0.721) + (1,108,800*0.538) - (59,280*0.20)] / 454 = 2,466.54$ lbs/yr

PM10: $[(26880*0.014) + (1,108,800*0.218) - (59,280*0.32)] / 454 = 958.03$ lbs/yr

Total Annual Emissions Reduced = 5,432.17 lbs/year

(CRF) Capital Recovery Factor = 1.03

Cost Effectiveness of Total Funding Dollars

$(\text{CRF} * \text{funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$

$(1.03 * \$173,250) / 5,432.17 = \32.85 \$/lb

Cost Effectiveness of AB2766 Funding Dollars

$(\text{CRF} * \text{AB2766 funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$

$(1.03 * \$122,462) / 5,432.17 = \23.22 \$/lb

River Store Shuttle 2010-2011
Alternative: 90 Days

Emissions Benefits/Cost Effectiveness (LEV Low Emissions Vehicle - 8501-10,000 lbs)

There are 2 routes: Chili Bar (CB) = 11.2 miles 1-way and Gorge (G) = 13.5 miles 1-way

Effectiveness Period = 1 year

(D) Days 90

(R) Ridership 14 Passengers * 8 trips * 2 ways * 2 routes (CB & G) = **448**

Van VMT # Vehicle runs * Miles * 2 ways * Days
 Chili Bar: $8 * 11.2 * 2 * 90 = 16,128$ miles
 Gorge: $8 * 13.5 * 2 * 90 = 19,440$ miles

Total Van VMT = 35,568 miles/year

(A) Adjustment on Auto Trips = 1

(L) Auto Trip Length

1. River trip bringing car: CB $(11.2*4)=44.8$ miles G $=(13.5*4)=54.0$ miles
 (includes initial trip miles and miles back to retrieve car, plus retrieval and return miles for primary shuttle vehicle)
2. River Trip leaving car at home: **Add 40 miles** saved driving round trip Coloma to El Dorado County Line
3. "Dead Head" trip: CB=**11.2 miles**, G=**13.5 miles**

(AA) Adjustment for auto access to & from shuttle = 0.50

(reduced to account for river shuttle vehicle left at home)

(LL) Trip length for auto access to & from Shuttle = 5 (default)

Annual Auto Trips Reduced = (D*R*A) * (1-AA)

$(90*448*1)*(1-.50) = 26,880$ trips reduced

Annual Auto VMT Reduced = (D*R*A) * [L-(AA*LL)]

1. River Trip bringing cars: $(90*56*1) * [44.8-(.5*5)] = 213,192$ CB + $(90*56*1) * [54.0-(.5*5)] = 259,560$ G = total 472,752 miles reduced
2. River Trip not bringing cars: $(90*56*1) * [(40+44.8)-(.5*5)] = 414,792$ CB + $(90*56*1) * [(40+54.0)-(.5*5)] = 461,160$ G = total 875,952 miles reduced
 (Estimating 50% of river trip ridership leave vehicles at home)
3. "Dead Head": $(90*112*1) * [11.2-(.5*5)] = 87,696$ CB + $(90*112*1) * [13.5-(.5*5)] = 110,880$ G = total 198,576 miles reduced

TOTAL = 1,547,280 mile/year reduced

Annual Emissions Reductions $[(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor}) - (\text{Van VMT}) * (\text{Van VMT Factor})]/454$
 ROG: $[(20160*1.719) + (1,547,280*0.424) - (35,568*0.20)]/454 = 1,505.70$ lbs/yr
 NOx: $[(20160*0.721) + (1,547,280*0.538) - (35,568*0.20)]/454 = 1,849.91$ lbs/yr
 PM10: $[(20160*0.014) + (1,547,280*0.218) - (35,568*0.32)]/454 = 718.52$ lbs/yr
Total Annual Emissions Reduced = 4,074.13 lbs/year

(CRF) Capital Recovery Factor = 1.03

Cost Effectiveness of Total Funding Dollars

$(\text{CRF} * \text{funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$
 $(1.03 * \$140,250) / 4,074.13 = \35.46 \$/lb

Cost Effectiveness of AB2766 Funding Dollars

$(\text{CRF} * \text{AB2766 funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$
 $(1.03 * \$94,534) / 4,074.13 = \23.90 \$/lb

River Store Shuttle Proposal: 2011-2012

Work Statement, Schedule of Deliveries & Monitoring Program

2011

- **July**
 - Press release and marketing of continuing shuttle operations through variety of public and private sources to reach desired demographics and multiple potential user groups to include but not limited to: private boater clubs and organizations, outfitters, rafting chapters, hiking clubs, citizens groups, local businesses and chambers of commerce
 - Website and phone reservation/information lines updated
 - Continued exploration and implementation of new routes and new opportunities to provide potential user groups in our community with shuttle services
 - Hiring and orientation of additional drivers and office staff employees as needed
 - Provide shuttle services 4+ days/week between Chili Bar and Salmon Falls, with intermediate Coloma Valley stops
 - Provide special shuttle options for local visitors to access recreational and event venues in the area
 - Submit first 2011/2012 contract billing installment to AQMD
 - Submit final report of operations to AQMD for 2010/2011 contract period
- **August**
 - Provide shuttle services 4+ days/week between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops
 - Provide special shuttle options for local visitors to access recreational and event venues in the area
 - Submit additional billings to AQMD
- **September- October**
 - Provide shuttle services 2 +days/week (water release dependent) between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.
 - Provide special shuttle options for local visitors to access recreational and event venues in the area
 - Submit first quarterly report of activities to AQMD
- **November and beyond**
 - Periodic billing statements to AQMD
 - Additional boater shuttles as weather and water releases/rider needs dictate
 - New Community shuttles for non-boating users and events as necessary

Work Statement, Schedule of Deliveries & Monitoring Program, continued

2012

- **January**
 - Submit second quarterly report of activities
- **March**
 - Application for 2012/2013 AQMD grant submitted
 - Hiring and orientation of new drivers and other employees as needed
 - Annual Vehicle maintenance as needed
 - AQMD billings as necessary
- **April**
 - Continued community and event shuttle operations
 - Beginning of seasonal boater shuttle operations 2 days/week (on 120 day plan "A")
 - Submit third quarterly report of activities
- **May**
 - Provide shuttle services 2+ days/week between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.
 - Provide special shuttle options for local visitors and businesses to access recreational and event venues in the area
- **June**
 - Provide shuttle services 4+ days/week between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.
 - Provide special shuttle options for local visitors and businesses to access recreational and event venues in the area
- **July**
 - Submit final report and billing for fiscal year 2011-2012 grant contract

Funding Request / Breakdown of Cost

Shuttle budget for 2011/2012 contract year

**"B" Proposal -- 90 days of
shuttle services provided**

"A" Proposal -- 120 days service

Personnel (Drivers, Coordinator, Office Employees, etc.)

\$90,000

\$120,000

Other

\$50,250

\$53,250

TOTAL

\$140,250

\$173,250

Matching funds (River Store)

(>25%)

\$ 45,716

\$ 50,788

Funding Request (AQMD)

\$94,534

\$122,462

Shuttle Matching Funds-2011-2012

Matching funding for the contract year 2011-2012 is generated from estimated revenue and in kind matching. In kind matching is generated by use of River Store infrastructure, personnel, materials etc. in the execution of shuttle related duties that is not otherwise directly compensated or reimbursed by the Shuttle funding. In addition we may employ existing River Store business tax credits generated from other sources that can be utilized to offset shuttle expenses and which may replace budgeted hard dollars or other in kind matching funds):

<u>Proposal (120 days)</u>	<u>Alternate (90 days)</u>
\$50,788	\$ 45,716