



LAKE COUNTY/CITY
AREA PLANNING
COUNCIL

Regional Transportation Planning Agency

Fiscal Year 2022/23

BUDGET

Approved by Board of Directors: June 1, 2022

Prepared By:

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LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director
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May 25, 2022

TO: Lake Area Planning Council (APC) Board of Directors

FROM: Lisa Davey-Bates, Executive Director

Lake APC 2022/23 Fiscal Year Budget

The 2022/23 budget is being submitted for your consideration at the June 1, 2022 Lake APC Board meeting. The draft budget summary was presented and reviewed at the last board meeting on May 11, 2022. This budget document includes informational items and supporting documentation that was not originally included with the draft budget summary. Following is a brief summary of the four main components of the Lake APC's Budget:

Administration

In the Transportation Development Act (TDA), funds for Administration of the agency are placed at the top of the priorities for allocation, in amounts "as necessary". The Administration budget has similar ongoing line items from year to year, such as the Davey-Bates Consulting contract agreement, travel/training expenses, board member reimbursement, Lake County Auditor-Controller's annual expense, the annual financial audit and a few annual memberships the APC participates in. Contingency funds are added to the budget to capture expenses that go above and beyond the administrative contract, or for unexpected expenditures.

Bicycle & Pedestrian

After administration is allocated, the TDA allows up to two percent of Local Transportation Funds (LTF) "for the exclusive use of pedestrians and bicycles." Lake APC allocates the full two percent annually to a separate fund, and awards funds on a competitive application basis.

Consolidated Transportation Services Agency (CTSA)

Like the Bicycle and Pedestrian allocation, once the administration is allocated, the TDA allows up to five percent of Local Transportation Funds (LTF) to be allocated in accordance with Article 4.5 "community transit services" that "link intracommunity origins and destinations," including services to the elderly or persons with disabilities. The Consolidated Transportation Service Agency (CTSA) is eligible for TDA funds under this Article.

Planning

Although the Lake APC has many functions, a major responsibility is planning and managing the Overall Work Program (OWP). After allocating Local Transportation Funds (LTF) to the Administration and Bicycle and Pedestrian funds, the APC then allocates approximately \$50,000-\$100,000 of Local Transportation Funds to complete projects under the OWP. Along with the LTF Funds, the APC also receives Rural Planning Assistance (RPA), and Planning, Programming and Monitoring (PPM) Funds to fund the OWP. Depending on the projects and monies available, the Lake APC typically has grant funds programmed in the work program. The OWP is developed by APC staff but is reviewed and approved by the Technical Advisory Committee (TAC), prior to be presented to the APC Board for final approval.

Transit

After allocating Local Transportation Funds (LTF) for Administration, Bicycle and Pedestrian, Article 4.5 – CTSA, and Planning funds, the balance of remaining LTF is then allocated to Lake Transit Authority (LTA), the only eligible claimant in Lake County. LTA also receives State Transit Assistance (STA) funds. This fiscal year LTA will receive STA funding in the amount of \$627,325 based the preliminary estimate provided by the State Controller's Office. LTA will also receive funding in the amount of \$103,325 from the State of Good Repair Program that was recently established as part of Senate Bill 1 (2017). All funds will be passed through the Lake APC to provide capital assistance to rehabilitate and modernize our local transit system.

In response to the COVID-19 Pandemic, congress passed, with overwhelming bipartisan support, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law by President Trump on March 27th, 2020. The CARES Act provided over \$2 trillion for economic relief for America, of which \$25 billion was specifically allocated to help the nation's public transportation system to prevent, prepare for, and respond to COVID-19. Although the priority for the funding is operational expenses, the Federal Transit Administration (FTA) will consider expenses normally eligible under the Section 5311 and 5311(F) Program incurred after January 20, 2020 in response to the COVID-19. An estimated \$863,748 of CARES (Ph I & II) has been included in this year's budget for Fiscal Year 2022/23. Lake APC staff will administer the funding, which will be passed through to Lake Transit Authority.

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. The bill includes \$900 billion in supplemental appropriations for COVID-19 relief, including \$14 billion of which was allocated to support the transit industry during the COVID-19 public health emergency. CRRSAA funding will be disbursed through FTA apportionments to its Urbanized Area (Section 5307), Rural Formula (5311 & 5311f), Tribal Transit (5311c) and Enhanced Mobility for Seniors and Individuals with Disabilities (5310) programs. An estimated carryover amount totaling \$1,074,575 has been identified in the Lake APC's Budget. Like the CARES Act, these funds will be administered by Lake APC staff and passed through to the Lake Transit Authority.

CRRSAA also included an apportionment of \$911.8 million in highway infrastructure program funds for California. The California Transportation Commission (CTC) approved a distribution method of the funds with 60% going to the State and 40% to the regions, of which 50% will be allocated through the Surface Transportation Block Grant (STBG) formula and 50% through the State Transportation Improvement Program (STIP) formula. Funds apportioned to the Lake County region total \$863,816, with \$312,040 flowing through the CRRSAA Program and \$524,187.00 through the Mid-Cycle STIP (and an additional PPM of \$27,589).

The American Rescue Plan Act of 2021 (ARPA), which President Biden signed on March 11, 2021, includes \$30.5 billion in Federal Funding to support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic. APC anticipates additional funding for Lake Transit Authority in the coming fiscal year, but currently are unaware of the actual amount.

I hope you find this document informational and helpful. Please feel free to contact me with any questions you may have about the 2022/23 Lake APC Budget or other issues.

Best Regards,



Lisa Davey-Bates
Executive Director

/ldb

Enclosures

5311 CRRSAA Carryover - FY 2021/22	\$	1,074,575	\$	-	\$	-	\$	-	\$	1,074,575						Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
Total Federal Revenues:	\$	3,120,945	\$	-	\$	-	\$	-	\$	3,120,945						
GRAND TOTAL REVENUES	\$	6,724,328	\$	-	\$	-	\$	-	\$	6,724,328						

ALLOCATIONS

COMMENTS:

	Budget					Actual				Year-to-Date Total						
	Adopted:	Adjustment	Adjustment	Adjustment	Estimated	Actual	1st Qtr.	2nd Qtr.	3rd Qtr.			4th Qtr.				
LOCAL:																
Local Transportation Funds (LTF)																
Administration Breakdown:																
<i>DBC Contract Extension (July 1, 2022 to June 30, 2023)</i>	\$	566,267	\$	-	\$	-	\$	-	\$	566,267						APC & LTA Admin Contract Extension Approved 3/9/22.
<i>Board Member Reimbursement for Meetings</i>	\$	4,000	\$	-	\$	-	\$	-	\$	4,000						\$50 per diem reimbursement to board members for meeting attendance.
<i>Training/Travel Expenses (uncontracted)</i>	\$	5,000	\$	-	\$	-	\$	-	\$	5,000						Covers expenses for training/travel not included in contract or work program.
<i>Lake County Auditor/Controller</i>	\$	6,000	\$	-	\$	-	\$	-	\$	6,000						Accounting services by the County of Lake Auditor's Office
<i>Fiscal Audit</i>	\$	11,000	\$	-	\$	-	\$	-	\$	11,000						Annual requirement of TDA to audit LTF funds
<i>Performance Audit</i>	\$	-	\$	-	\$	-	\$	-	\$	-						No Triennial Performance Audit scheduled this year.
<i>Membership Dues -CalCOG, NARC, NSSR</i>	\$	8,000	\$	-	\$	-	\$	-	\$	8,000						Facilitates communication between COGs, local officials, state/federal agencies & public
<i>Contingency</i>	\$	6,000	\$	-	\$	-	\$	-	\$	6,000						Unexpected costs beyond typical annual LTF expenses
Total 2022/23 Administration Allocations	\$	606,267	\$	-	\$	-	\$	-	\$	606,267						
LTF Carry-Over - Administration - 2021/22 Allocation		TBD	\$	-	\$	-	\$	-	\$	-						
Bicycle and Pedestrian Reserve Fund	\$	21,875	\$	-	\$	-	\$	-	\$	21,875						2% LTF Allocation for Bike and Pedestrian Purposes
LTF Carry-over -2% Bike & Ped - 2021/22 Allocation	\$	219,451	\$	-	\$	-	\$	-	\$	219,451						Lakeport Balance = \$143,857+ County Balance = \$51,181
LTF 2022/23 Work Program Allocation	\$	82,632	\$	-	\$	-	\$	-	\$	82,632						New OWP Planning Amount for FY 2022/23.
LTF Carry-Over from 2021/22 Work Program	\$	117,502	\$	-	\$	-	\$	-	\$	117,502						Reflects 2021/22 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
LTF (Article 4.5) 5% Allocation to CTSA - 2022/23	\$	54,687	\$	-	\$	-	\$	-	\$	54,687						These funds will be allocated to Lake Links, CTSA for Lake County.
LTF Carry-over -5% CTSA- 2021/22 Allocation		TBD	\$	-	\$	-	\$	-	\$	-						
LTF Allocation to Lake Transit Authority 2022/23	\$	849,540	\$	-	\$	-	\$	-	\$	849,540						FY 2022/23 Transit Allocation
LTF Carry-Over from 2021/22 LTA Allocation	\$	-	\$	-	\$	-	\$	-	\$	-						No expected carryover from FY 2021/22.
LTF Reserve Accounts																
LTF 5% Reserve Allocation - 2022/23	\$	85,000	\$	-	\$	-	\$	-	\$	85,000						LTF Policy approved in June 2019 - Allocated 5% to LTF Reserve Fund.
LTF Carry-Over - Unrestricted Account 2021/22	\$	-	\$	-	\$	-	\$	-	\$	-						
LTF - RESERVE FUND	\$	469,780	\$	-	\$	-	\$	-	\$	469,780						Reserve Account established based previous discussion and approval at 4/14/21 APC Board Meeting.
Total LTF Allocations:	\$	2,506,733	\$	-	\$	-	\$	-	\$	2,506,733						
Total Local Allocations:	\$	2,506,733	\$	-	\$	-	\$	-	\$	2,506,733						
STATE:																
Planning Programming & Monitoring (PPM) Funds																
Planning Programming & Monitoring (PPM) Funds	\$	47,000	\$	-	\$	-	\$	-	\$	47,000						2022/23 PPM Allocation Amount
PPM Carry-Over from 2021/22 Work Program	\$	15,000	\$	-	\$	-	\$	-	\$	15,000						Reflects 2021/22 estimated carryover known at this point, additional CO will be reflected in the 1st Amend.
Total PPM Allocations:	\$	62,000	\$	-	\$	-	\$	-	\$	62,000						
Rural Planning Assistance Funds (RPA)																
Rural Planning Assistance (RPA) Funds programmed in 2022/23	\$	294,000	\$	-	\$	-	\$	-	\$	294,000						
RPA Carryover Funds from 2021/22 OWP	\$	10,000	\$	-	\$	-	\$	-	\$	10,000						2021/22 Estimated Carryover Amount - Actuals will be reflected in the 1st Amendment.
Total RPA Funds:	\$	304,000	\$	-	\$	-	\$	-	\$	304,000						
State Transit Assistance (STA) Funds																
STA Allocation to Lake Transit Authority 2022/23	\$	627,325	\$	-	\$	-	\$	-	\$	627,325						2022/23 STA Alloc. - Allocation based on preliminary estimate. 1/2022
STA Carry-Over to Lake Transit Authority		TBD	\$	-	\$	-	\$	-	\$	-						2021/22 actual carryover amounts will be reflected in the 1st Amendment
Total STA Funds:	\$	627,325	\$	-	\$	-	\$	-	\$	627,325						
State of Good Repair (SGR) Program Funds																
State of Good Repair Program Allocation 2022/23	\$	103,325	\$	-	\$	-	\$	-	\$	103,325						2022/23 SGR Alloc. - Allocation based on estimate - Jan 2022.
State of Good Repair Program Carryover		TBD	\$	-	\$	-	\$	-	\$	-						2021/22 actual carryover amounts will be reflected in the 1st Amendment
Total SGR Funds:	\$	103,325	\$	-	\$	-	\$	-	\$	103,325						
Total State Allocations:	\$	1,096,650	\$	-	\$	-	\$	-	\$	1,096,650						



LAKE COUNTY/CITY AREA PLANNING COUNCIL
FY 2021/22
AMENDMENT #1 - BUDGET SUMMARY - 9/8/2021

REVENUES	Budget				Actual	Actual				COMMENTS:
	Adopted: 6/2/21	Amend: #1 9/8/2021	Amend: #2 6/1/2022			1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
LOCAL:										
Local Transportation Funds (LTF)										
Local Transportation Funds (LTF) Estimated-2021/22	\$ 1,834,040	\$ -	\$ -	\$ -	\$ 1,834,040					2021/22 LTF Estimate (2-year) combined increase of 18.73%
LTF Prior-Year Unallocated LTF Revenue	\$ -	\$ -	\$ -	\$ -	\$ -					
LTF Carry-Over from 2020/21 Work Program	\$ 15,964	\$ 46,485	\$ -	\$ -	\$ 62,449					Reflects 2020/21 actual carryover included in the OWP.
LTF - OWP Planning Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -					
LTF Carry-Over from 2020/21 LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -					
LTF Carry-over -2% Bike & Ped - 2020/21 Allocation	\$ 195,038	\$ -	\$ -	\$ -	\$ 195,038					Lakeport Balance = \$143,857+ County Balance = \$51,181
LTF Carry-over - Administration - 2020/21 Allocation	\$ -	\$ 25,271	\$ -	\$ -	\$ 25,271					Actual carryover from FY 2020/21.
LTF Carry-over -5% CTSA- 2020/21 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -					Actual carryover for this account will be reflected in the 2nd Amendment, after the grant Caltrans Grant Reimb.
LTF Carry-Over - Unrestricted Account 2020/21	\$ 577,838	\$ -	\$ -	\$ -	\$ 577,838					Unrestricted balance.
LTF - Reserve Fund	\$ 378,078	\$ -	\$ -	\$ -	\$ 378,078					Option A: Reserve Acct established based approval at 4/14/21 APC Board Mtg. (\$300k + 20/21 Reserve \$78,078)
Total Local Transportation Funds:	\$ 3,000,958	\$ 71,756	\$ -	\$ -	\$ 3,072,714					
Local Agency Reimbursement - LRSP State Funding										
Local Roads Safety Plan Funding (WE 618)-FY 2020/21	\$ -	\$ 84,317	\$ -	\$ -	\$ 84,317					2020/21 actual carryover in the OWP to complete the project.
Total Local Reimbursable Funds:	\$ -	\$ 84,317	\$ -	\$ -	\$ 84,317					
Total Local Revenues:	\$ 3,000,958	\$ 156,073	\$ -	\$ -	\$ 3,157,031					
STATE:										
Planning Programming & Monitoring (PPM) Funds										
Planning Programming & Monitoring (PPM) Funds-2021/22	\$ 56,000	\$ -	\$ -	\$ -	\$ 56,000					
PPM Carry-Over Funds from 2020/21 Work Program	\$ 43,440	\$ -	\$ -	\$ -	\$ 43,440					Reflects 2020/21 actual carryover.
Total PPM Funds:	\$ 99,440	\$ -	\$ -	\$ -	\$ 99,440					
Rural Planning Assistance Funds (RPA)										
Rural Planning Assistance (RPA) Funds programmed in 2021/22	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000					2021/22 Allocation for Planning
RPA Carryover Funds from 2020/21 OWP	\$ 12,500	\$ 46,585	\$ -	\$ -	\$ 59,085					Reflects 2020/21 actual carryover.
Total RPA Funds:	\$ 306,500	\$ 46,585	\$ -	\$ -	\$ 353,085					
State Transit Assistance (STA) Funds										
STA Allocation to Lake Transit Authority 2021/22	\$ 466,193	\$ 105,168	\$ -	\$ -	\$ 571,361					2021/22 STA Alloc. - Adjustment based on State Auditors Report 7/30/2021
STA Carry-Over to Lake Transit Authority 2020/21	\$ -	\$ 78,737	\$ -	\$ -	\$ 78,737					Reflects 2020/21 actual carryover.
Total STA Funds:	\$ 466,193	\$ 183,905	\$ -	\$ -	\$ 650,098					
State of Good Repair (SGR) Program Funds										
State of Good Repair Program Allocation 2021/22	\$ 99,707	\$ 609	\$ -	\$ -	\$ 100,316					2021/22 SGR Alloc. - Adjustment based on State Auditors Report 7/30/2021
State of Good Repair Program Carryover 2020/21	\$ -	\$ 209,608	\$ -	\$ -	\$ 209,608					Reflects 2020/21 actual carryover.
Total SGR Funds:	\$ 99,707	\$ 210,217	\$ -	\$ -	\$ 309,924					
Regional Early Action Planning (REAP) Program										
Regional Early Action Planning (REAP) Funding-Carryover FY 2020	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000					Authorized by AB 101 (2019) to provide funding to agencies responsible for RHNA to increase housing planning and accelerate housing production.
Total REAP Funds:	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000					
Total State Revenues:	\$ 1,121,840	\$ 440,707	\$ -	\$ -	\$ 1,562,547					
FEDERAL:										
Regional Surface Transportation Program (RSTP)										
RSTP Local Agency Distribution (2021/22):	\$ 681,856	\$ -	\$ -	\$ -	\$ 681,856					Passes through to cities/County
RSTP Carryover (2020/21):	\$ -	\$ -	\$ -	\$ -	\$ -					Apportionment for FY 2020/21. Allocation will be received in 2021/22
Total RSTP Funds for Distribution:	\$ 681,856	\$ -	\$ -	\$ -	\$ 681,856					2020/21 carryover amounts will be reflected in the 2nd amendment.

FHWA - SPR Strategic Partnership Grant																				
SR 53 Corridor Local Circulation Study (WE 617)-FY 2019/20	\$	-	\$ 97,800	\$	-	\$ -	\$	-	\$ -	\$	97,800									2020/21 actual carryover in the OWP to complete the project.
Total FHWA Funds:	\$	-	\$ 97,800	\$	-	\$ -	\$	-	\$ -	\$	97,800									
FTA - Sustainable Communities Grant																				
Transit Development Plan Update (WE 615)-FY 2021/22	\$	-	\$ 103,580	\$	-	\$ -	\$	-	\$ -	\$	103,580									Grant award notification in June 2021. Grant funds have been amended into the OWP.
Total FTA Funds:	\$	-	\$ 103,580	\$	-	\$ -	\$	-	\$ -	\$	103,580									
5311 Federal Funds - FFY 2021	\$	406,458	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	406,458									FFY 2021-Regional Apportionment to LTA
5311 CARES Allocation - FY 2021/22	\$	786,640	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	786,640									(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
5311 (F) CARES Allocation - FY 2021/22	\$	495,482	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	495,482									
5311 CRRSAA Allocation - FY 2021/22	\$	1,074,575	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	1,074,575									Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
Total Federal Revenues:	\$	3,445,011	\$	201,380	\$	-	\$	-	\$	-	3,646,391									
GRAND TOTAL REVENUES	\$	7,567,809	\$	798,160	\$	-	\$	-	\$	-	8,365,969									

ALLOCATIONS

COMMENTS:

	Budget						Actual				Year-to-Date Total			
	Adopted:	Amend: #1 9/8/2021	Amend: #2 6/1/2022	Adjustment	Estimated	Actual	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.				
LOCAL:														
Local Transportation Funds (LTF)														
Administration Breakdown:														
DBC Contract Extension (July 1, 2021 to June 30, 2022)	\$	558,412	\$ -	\$ -	\$ -	\$	558,412							APC & LTA Admin Contract Extension Approved 4/14/21.
Board Member Reimbursement for Meetings	\$	4,000	\$ -	\$ -	\$ -	\$	4,000							\$50 per diem reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$	5,000	\$ -	\$ -	\$ -	\$	5,000							Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$	6,000	\$ -	\$ -	\$ -	\$	6,000							Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$	11,000	\$ -	\$ -	\$ -	\$	11,000							Annual requirement of TDA to audit LTF funds
Performance Audit	\$	15,000	\$ -	\$ -	\$ -	\$	15,000							2018/19, 2019/20 and 2020/21 Triennial Performance Audit scheduled this year.
Membership Dues - CalCOG, NARC, NSSR	\$	8,000	\$ -	\$ -	\$ -	\$	8,000							Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$	6,000	\$ -	\$ -	\$ -	\$	6,000							Unexpected costs beyond typical annual LTF expenses
Total 2021/22 Administration Allocations	\$	613,412	\$	-	\$	-	613,412							
LTF Carry-Over - Administration - 2020/21 Allocation	\$	-	\$ 25,271	\$ -	\$ -	\$	25,271							
Bicycle and Pedestrian Reserve Fund	\$	24,413	\$	-	\$	-	24,413							2% LTF Allocation for Bike and Pedestrian Purposes
LTF Carry-over -2% Bike & Ped - 2020/21 Allocation	\$	195,038	\$ -	\$ -	\$ -	\$	195,038							Lakeport Balance = \$143,857+ County Balance = \$51,181
LTF 2021/22 Work Program Allocation	\$	142,096	\$	100,000	\$	-	242,096							New OWP Planning Amount for FY 2021/22. OWP Amend increases request by \$100k
LTF Carry-Over from 2020/21 Work Program	\$	15,964	\$ 46,485	\$ -	\$ -	\$	62,449							Reflects 2020/21 actual carryover.
LTF (Article 4.5) 5% Allocation to CTSA - 2021/22	\$	61,031	\$	-	\$	-	61,031							These funds will be allocated to Lake Links, CTSA for Lake County.
LTF Carry-over -5% CTSA- 2020/21 Allocation	\$	-	\$ -	\$ -	\$ -	\$	-							
LTF Allocation to Lake Transit Authority 2021/22	\$	901,386	\$	-	\$	-	901,386							FY 2021/22 Transit Allocation
LTF Carry-Over from 2020/21 LTA Allocation	\$	-	\$ -	\$ -	\$ -	\$	-							No expected carryover from FY 2020/21.
LTF Reserve Accounts														
LTF 5% Reserve Allocation - 2021/22	\$	91,702	\$ -	\$ -	\$ -	\$	91,702							LTF Policy approved in June 2019 - Allocated 5% to LTF Reserve Fund.
LTF Carry-Over - Unrestricted Account 2020/21	\$	577,838	\$ (100,000)	\$ -	\$ -	\$	477,838							Unrestricted balance. Additional \$100k allocation to OWP deducted. Will not affect LTA Allocation.
LTF - RESERVE FUND	\$	378,078	\$ -	\$ -	\$ -	\$	378,078							Reserve Account established based previous discussion and approval at 4/14/21 APC Board Meeting.
Total LTF Allocations:	\$	3,000,958	\$	71,756	\$	-	3,072,714							
Local Agency Reimbursement - LRSP State Funding														
Local Roads Safety Plan Funding (WE 618)-FY 2020/21	\$	-	\$ 84,317	\$ -	\$ -	\$	84,317							2020/21 actual carryover in the OWP to complete the project.
Total Local Reimbursable Funds:	\$	-	\$ 84,317	\$ -	\$ -	\$	84,317							
Total Local Allocations:	\$	3,000,958	\$	156,073	\$	-	3,157,031							
STATE:														
Planning Programming & Monitoring (PPM) Funds														
Planning Programming & Monitoring (PPM) Funds	\$	56,000	\$ -	\$ -	\$ -	\$	56,000							2021/22 PPM Allocation Amount

PPM Carry-Over from 2020/21 Work Program	\$ 43,440	\$ -	\$ -	\$ -	\$ 43,440	Reflects 2020/21 actual carryover.
Total PPM Allocations:	\$ 99,440	\$ -	\$ -	\$ -	\$ 99,440	
Rural Planning Assistance Funds (RPA)						
Rural Planning Assistance (RPA) Funds programmed in 2021/22	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000	
RPA Carryover Funds from 2020/21 OWP	\$ 12,500	\$ 46,585	\$ -	\$ -	\$ 59,085	Reflects 2020/21 actual carryover.
Total RPA Funds:	\$ 306,500	\$ 46,585	\$ -	\$ -	\$ 353,085	
State Transit Assistance (STA) Funds						
STA Allocation to Lake Transit Authority 2021/22	\$ 466,193	\$ 105,168	\$ -	\$ -	\$ 571,361	2021/22 STA Alloc. - Adjustment based on State Auditors Report 7/30/2021
STA Carry-Over to Lake Transit Authority	\$ -	\$ 78,737	\$ -	\$ -	\$ 78,737	Reflects 2020/21 actual carryover.
Total STA Funds:	\$ 466,193	\$ 183,905	\$ -	\$ -	\$ 650,098	
State of Good Repair (SGR) Program Funds						
State of Good Repair Program Allocation 2021/22	\$ 99,707	\$ 609	\$ -	\$ -	\$ 100,316	2021/22 SGR Alloc. - Adjustment based on State Auditors Report 7/30/2021
State of Good Repair Program Carryover	\$ -	\$ 209,608	\$ -	\$ -	\$ 209,608	Reflects 2020/21 actual carryover.
Total SGR Funds:	\$ 99,707	\$ 210,217	\$ -	\$ -	\$ 309,924	
Regional Early Action Planning (REAP) Program						
Regional Early Action Planning (REAP) Funding-Carryover FY 2020	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	Authorized by AB 101 (2019) to provide funding to agencies responsible for RHNA to increase housing planning and accelerate housing production.
Total REAP Funds:	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	
Total State Allocations:	\$ 1,121,840	\$ 440,707	\$ -	\$ -	\$ 1,562,547	
FEDERAL:						
Regional Surface Transportation Program (RSTP)						
RSTP Local Agency Distribution (2021/22):	\$ 681,856	\$ -	\$ -	\$ -	\$ 681,856	Passes through to cities/County
Lakeport (8%)	\$ 74,138	\$ -	\$ -	\$ -	\$ 74,138	Apportionment for FY 2020/21. Allocation will be received in 2021/22
Clearlake (22%)	\$ 203,880	\$ -	\$ -	\$ -	\$ 203,880	
Lake County (70%)	\$ 403,838	\$ -	\$ -	\$ -	\$ 403,838	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
RSTP Carryover (2020/21):	\$ -	\$ -	\$ -	\$ -	\$ -	
Total RSTP Funds for Distribution:	\$ 681,856	\$ -	\$ -	\$ -	\$ 681,856	
FHWA - SPR Strategic Partnership Grant						
SR 53 Corridor Local Circulation Study (WE 617)-FY 2019/20	\$ -	\$ 97,800	\$ -	\$ -	\$ 97,800	2020/21 actual carryover in the OWP to complete the project.
Total FHWA Funds:	\$ -	\$ 97,800	\$ -	\$ -	\$ 97,800	
FTA - Sustainable Communities Grant						
Transit Development Plan Update (WE 615)-FY 2021/22	\$ -	\$ 103,580	\$ -	\$ -	\$ 103,580	Grant award notification in June 2021. Grant funds have been amended into the OWP.
Total FTA Funds:	\$ -	\$ 103,580	\$ -	\$ -	\$ 103,580	
5311 Federal Funds - FFY 2021						
5311 CARES Allocation - FY 2021/22	\$ 786,640	\$ -	\$ -	\$ -	\$ 786,640	FFY 2021-Regional Apportionment to LTA
5311 (F) CARES Allocation - FY 2021/22	\$ 495,482	\$ -	\$ -	\$ -	\$ 495,482	(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
5311 CRRSAA Allocation - FY 2021/22	\$ 1,074,575	\$ -	\$ -	\$ -	\$ 1,074,575	Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
Total Federal Allocations:	\$ 3,445,011	\$ 201,380	\$ -	\$ -	\$ 3,646,391	Updated: 9/2/21 AJP/LDB
GRAND TOTAL ALLOCATIONS	\$ 7,567,809	\$ 798,160	\$ -	\$ -	\$ 8,365,969	



LAKE COUNTY/CITY AREA PLANNING COUNCIL
FY 2020/21

AMENDMENT #2 - BUDGET SUMMARY - 12/9/2020

REVENUES

COMMENTS:

	Budget				Actual				Year-to-Date Total		
	Adopted: 6/3/2020	Amend: #1 9/9/20	Amend: #2 12/9/20		Actual	1st Qtr.	2nd Qtr.	3rd Qtr.			4th Qtr.
LOCAL:											
<u>Local Transportation Funds (LTF)</u>											
Local Transportation Funds (LTF) Estimated-2020/21	\$ 1,561,560	\$ -	\$ -	\$ -	\$ 1,561,560	\$552,735.00	\$385,952.00			#####	Revenues continue to come in slightly higher than the past few years.
LTF Prior-Year Unallocated LTF Revenue	\$ -	\$ -	\$ -	\$ -	\$ -						
LTF Carry-Over from 2019/20 Work Program	\$ 30,883	\$ 37,608	\$ -	\$ -	\$ 68,491						2019/20 actual carryover in the OWP.
LTF Carry-Over from 2019/20 LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						No carryover expected from 2019/20.
LTF Carry-over -2% Bike & Ped - 2019/20 Allocation	\$ 175,126	\$ -	\$ -	\$ -	\$ 175,126						
LTF Carry-over - Administration - 2019/20 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						
LTF Carry-over -5% CTSA- 2019/20 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						
LTF Carry-Over - Exec Directors Reserve 2019/20	\$ -	\$ 408,570	\$ -	\$ -	\$ 408,570						Reserve Account Balance = \$708,570. \$300,000 LTA Advance paid in FY 2019/20.
LTF Carry-Over - OWP Planning Reserve Account	\$ -	\$ -	\$ -	\$ -	\$ -						
Total Local Transportation Funds:	\$ 1,767,569	\$ 446,178	\$ -	\$ -	\$ 2,213,747						
Total Local Revenues:	\$ 1,767,569	\$ 446,178	\$ -	\$ -	\$ 2,213,747						
STATE:											
<u>Planning Programming & Monitoring (PPM) Funds</u>											
Planning Programming & Monitoring (PPM) Funds-2020/21	\$ 46,000	\$ -	\$ -	\$ -	\$ 46,000						
PPM Carry-Over Funds from 2019/20 Work Program	\$ 190	\$ 13,709	\$ -	\$ -	\$ 13,899						2019/20 actual carryover in the OWP.
Total PPM Funds:	\$ 46,190	\$ 13,709	\$ -	\$ -	\$ 59,899						
<u>Rural Planning Assistance Funds (RPA)</u>											
Rural Planning Assistance (RPA) Funds programmed in 2020/21	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000						2020/21 Allocation
RPA Carryover Funds from 2019/20 OWP	\$ 25,000	\$ 43,078	\$ -	\$ -	\$ 68,078						2019/20 actual carryover in the OWP.
Total RPA Funds:	\$ 319,000	\$ 43,078	\$ -	\$ -	\$ 362,078						
<u>State Transit Assistance (STA) Funds</u>											
STA Allocation to Lake Transit Authority 2020/21	\$ 597,584	\$ (246,500)	\$ -	\$ -	\$ 351,084						2020/21 STA Alloc. - Allocation based on State Controllers Revised Estimate. 8/1/20
STA Carry-Over to Lake Transit Authority 2019/20	\$ -	\$ 166,499	\$ -	\$ -	\$ 166,499						2019/20 actual carryover. These funds will be applied to the remaining FY 19/20 balance due to LTA.
Total STA Funds:	\$ 597,584	\$ (80,001)	\$ -	\$ -	\$ 517,583						
<u>State of Good Repair (SGR) Program Funds</u>											
State of Good Repair Program Allocation 2020/21	\$ 95,601	\$ 4,266	\$ -	\$ -	\$ 99,867						2020/21 SGR Alloc. - Allocation based on State Controllers Revised Estimate. 8/1/20
State of Good Repair Program Carryover 2019/20	\$ -	\$ 111,840	\$ -	\$ -	\$ 111,840						2019/20 actual carryover
Total SGR Funds:	\$ 95,601	\$ 116,106	\$ -	\$ -	\$ 211,707						
<u>State Highway Account SB 1- Sustainable Communities Grant</u>											
VMT Regional Baseline Study (WE 620) - Carryover FY 2019/20	\$ 53,119	\$ 18,602	\$ -	\$ -	\$ 71,721						2019/20 actual carryover in the OWP to complete the project.
Total SHA-SB 1 Funds:	\$ 53,119	\$ 18,602	\$ -	\$ -	\$ 71,721						
<u>Regional Early Action Planning (REAP) Program</u>											
Regional Early Action Planning (REAP) Program funding-FY 2020/	\$ -	\$ -	\$ 261,729	\$ -	\$ 261,729						Authorized by AB 101 (2019) to provide funding to agencies responsible for RHNA to increase housing planning and accelerate housing production.
Total REAP Funds:	\$ -	\$ -	\$ 261,729	\$ -	\$ 261,729						
Total State Revenues:	\$ 1,111,494	\$ 111,494	\$ 261,729	\$ -	\$ 1,484,717						
FEDERAL:											
<u>Regional Surface Transportation Program (RSTP)</u>											
RSTP Local Agency Distribution (2020/21):	\$ 687,991	\$ -	\$ -	\$ -	\$ 687,991						Passes through to cities/County Apportionment for FY 2019/20. Allocation will be received in 2020/21

RSTP Carryover (2019/20):	\$ -	\$ 277,664	\$ -	\$ -	\$ 277,664						2019/20 actual carryover amount for the local agencies.
Total RSTP Funds for Distribution:	\$ 687,991	\$ 277,664	\$ -	\$ -	\$ 965,655						
FHWA - SPR Strategic Partnership Grant											
SR 53 Corridor Local Circulation Study (WE 617)-FY 2019/20	\$ 64,000	\$ 62,680	\$ -	\$ -	\$ 126,680						2019/20 actual carryover in the OWP to complete the project.
Total FHWA Funds:	\$ 64,000	\$ 62,680	\$ -	\$ -	\$ 126,680						
5311 Federal Funds - FFY 2020	\$ 391,469	\$ -	\$ -	\$ -	\$ 391,469						FFY 2020-Regional Apportionment to LTA
5311 CARES Allocation - FY 2020/21	\$ 957,362	\$ (170,722)	\$ -	\$ -	\$ 786,640						Total alloc = approx. \$1,367,660. 30% received in FY 2019/20.
5311 CARES(F) Carryover Allocation - FY 2019/20	\$ 243,503	\$ -	\$ -	\$ -	\$ 243,503						
Total Federal Revenues:	\$ 2,344,325	\$ 169,622	\$ -	\$ -	\$ 2,513,947						
GRAND TOTAL REVENUES	\$ 5,223,388	\$ 727,294	\$ 261,729	\$ -	\$ 6,212,411						

ALLOCATIONS

COMMENTS:

	Budget					Actual				Year-to-Date Total	
	Adopted: 6/3/2020	Amend: #1 9/9/20	Amend: #2 12/9/20	Adjustment	Estimated	Actual	1st Qtr.	2nd Qtr.	3rd Qtr.		4th Qtr.
LOCAL:											
Local Transportation Funds (LTF)											
Administration Breakdown:											
<i>DBC Contract Extension (July 1, 2020 to June 30, 2021)</i>	\$ 526,938	\$ -	\$ -	\$ -	\$ 526,938						APC & LTA Admin Contract Extension Approved 4/8/20.
<i>Board Member Reimbursement for Meetings</i>	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000						\$50 per diem reimbursement to board members for meeting attendance.
<i>Training/Travel Expenses (uncontracted)</i>	\$ 5,500	\$ -	\$ -	\$ -	\$ 5,500						Covers expenses for training/travel not included in contract or work program.
<i>Lake County Auditor/Controller</i>	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000						Accounting services by the County of Lake Auditor's Office
<i>Fiscal Audit</i>	\$ 9,500	\$ -	\$ -	\$ -	\$ 9,500						Annual requirement of TDA to audit LTF funds
<i>Performance Audit</i>	\$ -	\$ -	\$ -	\$ -	\$ -						
<i>Membership Dues -CalCOG, NARC, NSSR</i>	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000						Facilitates communication between COGs, local officials, state/federal agencies & public
<i>Contingency</i>	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000						Unexpected costs beyond typical annual LTF expenses
Total 2020/21 Administration Allocations	\$ 565,938	\$ -	\$ -	\$ -	\$ 565,938						
LTF Carry-Over - Administration - 2019/20 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						
Bicycle and Pedestrian Reserve Fund	\$ 19,912	\$ -	\$ -	\$ -	\$ 19,912						2% LTF Allocation for Bike and Pedestrian Purposes
LTF Carry-over -2% Bike & Ped - 2019/20 Allocation	\$ 175,126	\$ -	\$ -	\$ -	\$ 175,126						Lakeport Balance = \$15,000 + County Balance = \$51,181 + Available Balance = \$108,944.55
LTF 2020/21 Work Program Allocation	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000						New OWP Planning Amount for FY 2020/21.
LTF Carry-Over from 2019/20 Work Program	\$ 30,883	\$ 37,608	\$ -	\$ -	\$ 68,491						2019/20 Actual Carryover included in the 1st Amendment to the OWP.
LTF (Article 4.5) 5% Allocation to CTSA - 2020/21	\$ 49,781	\$ -	\$ -	\$ -	\$ 49,781						These funds will be allocated to Lake Links, CTSA for Lake County.
LTF Carry-over -5% CTSA- 2019/20 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						
LTF Allocation to Lake Transit Authority 2020/21	\$ 875,928	\$ -	\$ -	\$ -	\$ 875,928						\$300k of this allocation has been allocated to LTA, as approved by LTA Board.
LTF Carry-Over from 2019/20 LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						No expected carryover from FY 2019/20.
LTF Reserve Accounts											
LTF Carry-Over - Exec Directors Reserve 2019/20	\$ -	\$ 408,570	\$ -	\$ -	\$ 408,570						Executive Directors Reserve Account Balance
LTF Carry-Over - OWP Planning Reserve Account	\$ -	\$ -	\$ -	\$ -	\$ -						
Total LTF Allocations:	\$ 1,767,569	\$ 446,178	\$ -	\$ -	\$ 2,213,747						
Total Local Allocations:	\$ 1,767,569	\$ 446,178	\$ -	\$ -	\$ 2,213,747						
STATE:											
Planning Programming & Monitoring (PPM) Funds											
Planning Programming & Monitoring (PPM) Funds	\$ 46,000	\$ -	\$ -	\$ -	\$ 46,000						2020/21 PPM Allocation Amount
PPM Carry-Over from 2019/20 Work Program	\$ 190	\$ 13,709	\$ -	\$ -	\$ 13,899						2019/20 Actual Carryover included in the 1st Amendment to the OWP.
Total PPM Allocations:	\$ 46,190	\$ 13,709	\$ -	\$ -	\$ 59,899						
Rural Planning Assistance Funds (RPA)											
Rural Planning Assistance (RPA) Funds programmed in 2020/21	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000						
RPA Carryover Funds from 2019/20 OWP	\$ 25,000	\$ 43,078	\$ -	\$ -	\$ 68,078						2019/20 Actual Carryover included in the 1st Amendment to the OWP.
Total RPA Funds:	\$ 319,000	\$ 43,078	\$ -	\$ -	\$ 362,078						

SUPPORTING DOCUMENTATION FOR 2022/23 APC BUDGET

- NOTES ON FUNDING SOURCES
- TRANSPORTATION DEVELOPMENT ACT (TDA) BUDGET CALENDAR
- PROPOSED APC RESOLUTIONS 22-23-1 THROUGH 22-23-9
- DAVEY-BATES CONSULTING ADMINISTRATIVE CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
- DOW & ASSOCIATES PLANNING CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
- LAKE TRANSIT AUTHORITY CLAIM LETTER AND SUPPORTING CLAIM FOR LTF & STA FUNDING FOR FY 2022/23
- LAKE LINKS, CTSA CLAIM LETTER FOR 5% LTF FUNDING FOR FY 2022/23



LAKE COUNTY/CITY AREA PLANNING COUNCIL

2022/23 BUDGET

Explanatory Notes on Funding Sources

June 1, 2022

LTF - Local Transportation Fund

- Generated from quarter-cent countywide sales tax
- Governed by the Transportation Development Act (TDA)
- Allocated by Regional Transportation Planning Agencies
- Fund estimate provided by County Auditor-Controller
- Transportation planning and public transit systems are supported by these revenues according to TDA

LTF Reserve

- Fund balance due to unanticipated funds generated above County Auditor's estimates, and/or unexpended funds from projects in the annual Work Program.

Local Agency Match

- Local matching funds are required for most state and federal grants
- Lake Transit Authority contributes the required local match for their projects
- Lake APC provides required cash match from local planning funds in Overall Work Program

PPM - Planning, Programming & Monitoring / SB 45

- Apportioned by State to Regional Transportation Planning Agencies for work associated with State Transportation Improvement Program (STIP) projects
- Up to 5% of Regional Improvement Program (RIP) funds in the STIP may be used for eligible activities
- Lake APC has programmed funds for planning work elements and Project Study Reports (PSRs)
- PPM Funds must be spent within three years of receiving them

SGR – State of Good Repair

- Senate Bill 1 (2017) established SGR to provide capital assistance to rehabilitate and modernize California's existing local transit systems
- SGR funds will be allocated under the State Transit Assistance Program
- Department of Transportation named as administrative agency, and statutes related to state-funded transit projects require a local or regional implementing agency to abide by regulations
- Department of Transportation developed guidelines for administering and distributing SGR funds
- Lake Area Planning Council as the regional implementing agency will allocate funding
- Lake Transit Authority shall provide transportation services under contract with Paratransit Services

STA - State Transit Assistance

- Generated from sales taxes on diesel
- Governed by the Transportation Development Act (TDA)
- Eligibility open only to transit operators – Lake Transit Authority (LTA)
- May be used for either Operations (subject to an eligibility formula) or for Capital. LTA typically uses for Capital purposes
- Fund estimate provided by State Controller.

RPA - Rural Planning Assistance

- This program is funded by the State for required Overall Work Program (OWP) mandated planning functions
- RPA funds are received on a reimbursable basis. The majority must be expended in the year in which they are received, however beginning July 1, 2009, Caltrans began allowing 25% of RPA funds to be carried-over into the following OWP.

RSTP – Federal/Regional Surface Transportation Program, Section 182.6(d)(1)

- Under ISTEA legislation originally and continued in subsequent federal transportation bills
- RSTP is for regional discretionary transportation uses, in compliance with U.S. Code, Title 23 and California Constitution, Article 19
- As allowed, Lake APC exchanges for state funds by agreement with Caltrans, eliminating federal requirements
- Lake APC policy allocates new RSTP apportionments by population formula to County and Cities and requires the local agencies to submit Expenditure Reports prior to receiving additional funding

Caltrans Sustainable Transportation Planning Grant Program

- This program replaced the Consolidated Planning Grant Program, which included Community Based Transportation Planning, Environmental Justice, and Transit Planning grants
- Funded by Federal Transit Administration (FTA, Section 5304) and State Highway Account.

Active Transportation Program

With the passage of MAP-21 in March 2012, the construct of the Federal transportation bill significantly changed how transportation projects will be funded/allocated. MAP-21 was a two-year transportation bill and a portion of the funding was allocated to the States.

- In September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation-Senate Bill 99 and Assembly Bill 101. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation
- The ATP is a competitive program, and is administered by the Division of Local Assistance, Office of Active Transportation and Special Programs
- The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals: Increase the proportion of trips accomplished by biking and walking, Increase safety and mobility for non-motorized users, Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals, Enhance public health, Ensure that disadvantaged communities fully share in the benefits of the program, and Provide a broad spectrum of projects to benefit many types of active transportation users.
- On December 4, 2015, President Barack Obama signed the Fixing America's Surface Transportation Act (FAST Act), a five-year authorization of highway, transit, safety, and rail programs. The FAST Act continued the Transportation Alternatives Program (TAP), which provided a slight increase of funding over the five year period to the Active Transportation Program.

Federal COVID Relief Funding

- Coronavirus Aid, Relief, and Economic Security (CARES) Act – signed into law by President Trump on March 27th, 2020. The CARES Act provided over \$2 trillion for economic relief for America, of which \$25 billion was specifically allocated to help the nation's public transportation system to prevent, prepare for, and respond to COVID-19.
- Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – signed into law on December 27, 2020. The bill includes \$900 billion in supplemental appropriations for COVID-19 relief, including \$14 billion of which was allocated to support the transit industry during the COVID-19 public health emergency
- American Rescue Plan Act of 2021 (ARPA), which was signed into law by President Biden on March 11, 2021, includes \$30.5 billion in Federal Funding to support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic



LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director
www.lakeapc.org

525 South Main Street, Ukiah, CA 95482
Administration: Suite G ~ 707-234-3314
Planning: Suite B ~ 707-263-7799

Transportation Development Act (TDA) Budget Calendar

January	County Auditor provides annual estimate of Local Transportation Funds (LTF) revenues to Lake APC by due date February 1.
February	Lake APC Staff prepares preliminary draft budget, including available LTF, State Transit Assistance (STA), Capital Reserve, and planning grant funds for Administration, 2% Bike and Pedestrian, Planning and Transit allocations.
March	APC Staff advises eligible claimants in the county of the County Auditor's estimate and anticipated area apportionments by population.
April	Claimants submit requests for LTF and STA Funding to Lake APC
September	Claimants submit reports on extension of services to Lake APC
June	Lake APC adopts the annual budget, allocating funds for Administration, Bicycle & Pedestrian, Planning and Transit.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-1

ALLOCATION FOR 2022/23 ADMINISTRATIVE PURPOSES

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the projected reasonable administrative expenses for the Area Planning Council for fiscal year 2022/23 will be approximately the sum of \$606,267; and WHEREAS, the projected expenses are necessary and reasonable,

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$606,267 for the administrative purposes pursuant to Public Utilities Code Section 99233.1 and hereby authorizes the Executive Director to expend said funds on all reasonable and necessary administrative purposes, including each of the following:

1. Payment for the fiscal audits of 2021/22 for the APC, Lake Transit Authority and SAFE in the approximate sum of \$11,000.
2. Payment to the Lake County Auditor's Office for services to be performed in the year 2022/23 in the approximate sum of \$6,000.
3. Payment to Davey-Bates Consulting for services as the Administration and Fiscal Services Contractor in the sum of \$566,267 in the following monthly installments:
 - July 2022 through June 2023 - \$47,188.92/month
4. Payment to the Area Planning Council members in the sum of \$50.00 for each meeting attended up to \$4,000.
5. Membership dues to CalCOG, NARC and NSSR in the amount of \$8,000.
6. Contingency funds in the amount of \$6,000 to be used as necessary to cover unexpected costs such as member travel expenses, conference calling, committee dues, etc.
7. For the Lake County/City Area Planning Council's staff training/travel expenses in the sum of \$5,000 to be used for travel not included in the contract or Work Program.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-2

ALLOCATION OF 2022/23 BICYCLE AND PEDESTRIAN PURPOSES

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, bicyclists and pedestrians have special needs in Lake County; and

WHEREAS, the Area Planning Council, the County of Lake and the City of Lakeport, and City of Clearlake have adopted the Lake County Bike Plan; and

WHEREAS, the Lake County Bike Plan contains as a stated policy that 2% of the fund balance remaining after allocation for administrative purposes be set aside for bicycle and pedestrian purposes:

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$21,875 for bicycle and pedestrian purposes pursuant to the Public Utilities Code Section 99233.3 and directs that such funds be held until approval of a specific claim utilizing said funds.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-3

ALLOCATION FOR 2022/23 WORK PROGRAM

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Area Planning Council has approved the proposed 2022/23 Work Program; and

WHEREAS, the expenditure of funds implements the major planning process that takes place by the Area Planning Council; and

WHEREAS, the expenditure of funds is deemed to be reasonable and necessary; and

WHEREAS, 2021/22 Work Program has carry-over funding into the 2022/23 Work Program; and

WHEREAS, funds are also available from State Rural Planning Assistance; the Federal Transit Authority; and Senate Bill 45;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$82,632 to be expended upon the 2022/23 Work Program pursuant to Public Utilities Code Section 99400(c) and Administrative Code Section 6646.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-4

2022/23 ALLOCATION TO LAKE TRANSIT AUTHORITY

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, transportation needs have been identified throughout Lake County, including within the City of Lakeport and the City of Clearlake, including transportation to the elderly, handicapped and persons of low income; and

WHEREAS, a Joint Powers Agency known as Lake Transit Authority, has been established to provide public transportation services and transportation services to the elderly and handicapped throughout Lake County, the City of Lakeport, and the City of Clearlake; and

WHEREAS, by Resolution Lake County, City of Lakeport, and City of Clearlake have each authorized Lake Transit Authority to claim its apportionment of those funds designated as Local Transportation Funds, received by the Area Planning Council pursuant to the Transportation Development Act; and

WHEREAS, Lake Transit Authority has entered into a contract with Paratransit Services to provide transportation services in Lake County, the City of Lakeport, and City of Clearlake; and

WHEREAS, the proposed expenditure of funds by Lake Transit Authority is in accordance with the Lake County Regional Transportation Plan of 2022;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates from the Local Transportation fund the sum of \$849,540 to Lake Transit Authority for transportation purposes pursuant to Public Utilities Code Section 99262, for use by Lake Transit Authority for the purpose of providing transportation services in fiscal year 2022/23.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-5

ALLOCATION OF STA FUNDS TO LAKE TRANSIT AUTHORITY

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the State legislature has created the State Transit Assistance Fund with the intent to offset reductions in Federal operating assistance, to give priority consideration to claims to offset the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, county-wide or area-wide public transportation needs; and

WHEREAS, there are transportation needs in Lake County, City of Lakeport, and City of Clearlake; and

WHEREAS, Lake Transit Authority has been formed to provide transportation services in Lake County, the City of Lakeport and the City of Clearlake; and

WHEREAS, Lake Transit Authority has entered into a contract with Paratransit Services to provide the necessary transportation services; and

WHEREAS, the level of passenger fares and charges provided in the contract shall enable the operator to meet the fare revenue requirements of Public Utilities Code Sections 99268.2, 99268.3, 99268.5 and 99268.9 as they may be applicable to this claimant; and

WHEREAS, the claimant is making full use of Federal funds available under the Federal Transportation Act; and

WHEREAS, the sum of the claimant's allocation from the State Transit Assistance fund and from the Local Transportation fund does not exceed the amount the claimant is eligible to receive during the fiscal year; and

WHEREAS, the claimant is eligible for the allocations from the State Transit Assistance fund for such purposes;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$627,325 to Lake Transit Authority from the State Transit Assistance funds pursuant to Public Utilities Code Section 99313.3 to partially fund the contract entered into between Lake Transit Authority and Paratransit Services to provide public transportation services within Lake County, City of Lakeport, and City of Clearlake in fiscal year 2022/23.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:

NOES:
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-6

APPROVAL OF 2022/23 STIP PLANNING, PROGRAMMING AND MONITORING (PPM) FUND TRANSFER AGREEMENT

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Lake County/City Area Planning Council (APC) is the designated Regional Transportation Planning Agency for Lake County; and

WHEREAS, the APC has programmed STIP Planning Programming & Monitoring (PPM) funding in its 2022/23 Overall Work Program for the implementation of the transportation planning process brought about by the passage of SB45, which became effective January 1, 1998; and

WHEREAS, the APC is required to execute a STIP Planning, Programming & Monitoring Program Fund Transfer Agreement in order to receive 2022/23 funding;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake County/City Area Planning Council hereby approves the 2022/23 STIP Planning, Programming & Monitoring Program Fund Transfer Agreement and authorizes the Executive Director to execute the agreement.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-7

ALLOCATION OF 2022/23 LOCAL TRANSPORTATION FUNDS (5%) TO THE CONSOLIDATED TRANSPORTATION SERVICE AGENCY (CTSA) FOR NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) PURPOSES

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Lake Transit Authority was created by the County of Lake, the City of Clearlake and the City of Lakeport on February 1, 1996 to provide public transit services, either directly or through contracts, throughout the geographical areas of the respective parties; and

WHEREAS, in July 1996, the Lake County/City Area Planning Council adopted Resolution 96-01 designating the LTA as the Consolidated Transportation Services Agency (CTSA) with the charge to coordinate or consolidate social service transportation services in Lake County; and,

WHEREAS, the Lake APC, in coordination with LTA, received funding through a Transit Technical Planning Assistance grant to develop a Non-Emergency Medical Transportation (NEMT) Plan; and

WHEREAS, in February 2011, the Lake County/City Area Planning Council, adopted the Non-Emergency Medical Plan; and

WHEREAS, a CTSA Ad-Hoc Committee met on September 9, 2015 to discuss the human service needs in Lake County and recommended the formation of a non-profit corporation in the name of Lake Links that would become the CTSA in Lake County; and

WHEREAS, in April 2018 the agency known as Lake Links was established with the intention of becoming the CTSA in Lake County, dedicated to coordinating and consolidating human service transportation needs; and

WHEREAS, according to Lake County/City Area Planning Council, Resolution 18-19-11, Lake Links was designated the Consolidated Services Transportation Agency (CTSA) for Lake County; and

WHEREAS, a need exists to coordinate services to provide better Non-Emergency Medical Transportation services for seniors, low-income and the disabled populations in Lake County; and

WHEREAS, the goal of the Plan was to get a better assessment of the NEMT needs in Lake County, to consider program alternatives, and research potential funding options; and

WHEREAS, under Public Utilities Code, Article 3, Section 99233.7 certain conditions allow the Regional Transportation Planning Agency to allocate up to 5% of the Local Transportation Funds to the Consolidated Transportation Service Agency (CTSA); and

WHEREAS, a CTSA may file claims under Article 4.5 of the Transportation Development Act of up to 5% of the annual Local Transportation Fund (LTF) revenues of for operating costs (6634(a)), purchasing vehicles and communications and data processing equipment (6634(f));

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$54,687 to the Consolidated Transportation Service Agency for Non-Emergency Medical Transportation (NEMT) purposes for FY 2022/23 pursuant to the Public Utilities Code Section 99233.7.

Adoption of this Resolution was moved by Director Sabatier, seconded by Director Cremer, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-8

ALLOCATION OF STATE OF GOOD REPAIR PROGRAM FUNDING TO LAKE TRANSIT AUTHORITY

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, Lake Transit Authority has been formed to provide transportation services in Lake County, the City of Lakeport and the City of Clearlake; and

WHEREAS, Lake Transit Authority has entered into a contract with Paratransit Services to provide the necessary transportation services; and

WHEREAS, the sum of the claimant's allocation from the State of Good Repair fund does not exceed the amount the claimant is eligible to receive during the fiscal year; and

WHEREAS, these State of Good Repair funds will be allocated under the State Transit Assistance (STA) Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1.

WHEREAS, the claimant is eligible for the allocations from the State of Good Repair fund for such purposes;

WHEREAS, the goal of the SGR Program is to provide funding for capital assistance to rehabilitate and modernize California's existing local transit systems.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$103,325 to Lake Transit Authority from the State of Good Repair funds pursuant to Public Utilities Code (PUC) section 99312.1 for transportation purposes, for use by Lake Transit Authority in fiscal year 2022/23.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

DRAFT

LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 22-23-9

2022/23 ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF) TO THE RESERVE FUND

THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Area Planning Council is the Regional Transportation Planning Agency for Lake County, and

WHEREAS, the Area Planning Council is responsible for administering revenues generated by ¼ cent of the general sales tax collected in Lake County; and

WHEREAS, the Area Planning Council is responsible for administering Local Transportation Funds in accordance with the Transportation Development Act (TDA); and

WHEREAS, the Lake Area Planning Council created an LTF Reserve Policy at their regular Area Planning Council Board of Directors Meeting on June 12, 2019; and

WHEREAS, the Reserve Policy states an initial balance shall be established at \$300,000, with subsequent years allowing for five (5) percent of the official LTF Estimate for the next fiscal year, rounded to the nearest thousand, be allocated to the LTF Reserve Fund if the prior year met that estimate; and

WHEREAS, LTF revenues collected during 2021/22 Fiscal Year exceeded the LTF Estimate allowing for allocation of 5% of the 2022/23 LTF Estimate in the amount of \$85,000 to the LTF Reserve Fund.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates from Local Transportation Funds the sum of \$85,000 to the LTF Reserve Fund for transit purposes pursuant to the Local Transportation Fund Reserve Policy, for use by Lake Transit Authority.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 1st day of June 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

LAKE COUNTY/CITY AREA PLANNING COUNCIL

AGREEMENT FOR PROFESSIONAL SERVICES WITH DAVEY-BATES CONSULTING

This Agreement is entered into on September 26, 2014, by and between the Lake County/City Area Planning Council, hereinafter referred to as "APC", and Davey-Bates Consulting (DBC), hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, APC may retain independent contractors to perform special, technical, expert, or professional services; and

WHEREAS, APC wishes to extend to the residents of the County certain services which CONTRACTOR is equipped, staffed, licensed and prepared to provide; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by APC to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, APC believes the provision of these services to the residents is in their best interests, and CONTRACTOR agrees to perform such duties and render such services, as outlined more specifically below:

NOW, THEREFORE, The APC and CONTRACTOR agree as follows:

1. WORK TO BE PERFORMED

The term of this Agreement shall be from October 1, 2014 through September 30, 2019.

CONTRACTOR has been selected by APC to provide those services, tasks and products detailed in CONTRACTOR'S Scope of Services, Implementation Plan & Schedule, Company Background & Experience, and Cost Plan & Narrative (Exhibit A), which was prepared in response to APC's Request for Proposals.

If CONTRACTOR is requested to provide additional services not included with the Scope of Services, APC and CONTRACTOR may amend this agreement to provide for those services based upon the rates of payment specified in Table B and C of Exhibit A.

2. COMPENSATION

Compensation for fiscal and administrative services as set forth in Exhibit A is fixed dollar amount for each fiscal year, payable in monthly installments, at the convenience of the Lake County Clerk-Auditor:

Fiscal Year 2014/15: \$185,222 (October 1 through June 30, 2015)

Fiscal Year 2015/16: \$248,556

Fiscal Year 2016/17: \$250,333

Fiscal Year 2017/18: \$252,314
Fiscal Year 2018/19: \$254,524
Fiscal Year 2019/20: \$63,631 (July 1 through Sept. 30, 2019-based on FY 2018/19 rates)

CONTRACTOR will also receive compensation for providing administrative services to the Lake Service Authority for Freeway Emergencies (SAFE) program. Compensation for SAFE administration as set forth in Exhibit A is also a fixed dollar amount for each fiscal year, payable in monthly installments by the Lake County Clerk-Auditor:

Fiscal Year 2014/15: \$10,937 (October 1 through June 30, 2015)
Fiscal Year 2015/16: \$14,661
Fiscal Year 2016/17: \$14,748
Fiscal Year 2017/18: \$14,846
Fiscal Year 2018/19: \$14,955
Fiscal Year 2019/20: \$3,739 (July 1 through Sept. 30, 2019-based on FY 2018/19 rates)

An annual Cost of Living Adjustment (COLA) will be applied to the base proposals (above) for APC and SAFE administration, based on the California Consumer Price Index (All Urban Consumers, California Department of Industrial Relations, Division of Labor Statistics and Research).

3. SUBCONTRACTING

CONTRACTOR may subcontract portions of the agreed upon services. Subcontractors shall maintain the same standard of services as is required of CONTRACTOR. CONTRACTOR shall continue to remain responsible for fulfilling the terms of this Agreement.

4. SERVICES TO BE PROVIDED

CONTRACTOR agrees to perform the services set forth in Exhibit A.

Execution of this Agreement by the APC shall constitute CONTRACTOR's authority to proceed immediately with the performance of the work described by Exhibit A, provided that evidence of insurance has been received by the APC as specified under Section 9 below.

CONTRACTOR acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

5. FINANCIAL RECORDS

APC, CONTRACTOR and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later.

All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government which pertain to services performed and determination amounts payable under this Agreement.

CONTRACTOR will provide an adequate financial management and accounting system as required by 48 Code of Federal Regulations (CFR) Part 16.301-3, 48 CFR Part 31 and 49 CFR Part 18.

6. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal as may be applicable, and all ordinances, rules and regulations enacted or issued by the County of Lake.

7. COMPLIANCE WITH LICENSING REQUIREMENTS

CONTRACTOR will comply with all necessary licensing requirements and must obtain appropriate licenses and display the same in a location that is reasonably conspicuous.

8. OWNERSHIP OF EQUIPMENT

CONTRACTOR shall furnish necessary office equipment to perform services under this Agreement. Title to all property acquired by CONTRACTOR in connection with this Agreement or the services rendered pursuant thereto shall vest in CONTRACTOR.

9. INSURANCE

CONTRACTOR, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the APC for the APC's protection, its elected or appointed officials, employees and volunteers, CONTRACTOR and subcontractor from any and all claims which may arise from operations under this Agreement, whether operations be by CONTRACTOR or by a subcontractor, or by anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide to the APC Certificates of Insurance evidencing minimum coverage as specified below:

Automobile Liability - Vehicle/Bodily Injury - \$100,000
Each Person, \$300,000 Each Occurrence, Vehicle/Property
Damage - \$100,000 Each Occurrence, and Uninsured
Motorists \$100,000 each Person/\$300,000 each occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$2,000,000, Personal Injury -
\$1,000,000, and Each Occurrence Limit - \$1,000,000

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the APC, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

CONTRACTOR shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the APC. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude the APC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the CONTRACTOR shall furnish to the APC satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

10. STATE AND FEDERAL REQUIREMENTS

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

Non-Discrimination Clause. a.) In the performance of work under this Agreement, APC, CONTRACTOR and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave. b.) APC, Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. APC, Consultant and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. c.) APC, Consultant and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. d.) APC, Consultant and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and

Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. APC, CONTRACTOR and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. The CONTRACTOR agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

11. INDEPENDENT CONTRACTOR

Both the APC and CONTRACTOR agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The APC shall compensate CONTRACTOR by payment of the gross amounts due to CONTRACTOR, and CONTRACTOR shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

12. FINANCIAL INTEREST

The CONTRACTOR covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

13. CONTRACT TERMS

The terms of this Agreement shall be for an initial period of five (5) years from October 1, 2014 through September 30, 2019, however, this Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR.

APC may terminate this Agreement for any reason by giving written notice to CONTRACTOR at least one hundred twenty (120) days in advance of the effective date of such termination.

In the event this Agreement is terminated prior to September 30, 2019, CONTRACTOR shall

be paid on a prorated basis for only that portion of the contract term during which CONTRACTOR provided services pursuant to this Agreement.

14. TIME

Time is of the essence.

15. EXTENT OF AGREEMENT

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.



Marsha Wharff, Chair
Lake County/City Area Planning Council



Lisa Davey-Bates, Owner
Davey-Bates Consulting

Federal ID No.: 47-1862937

LAKE COUNTY/CITY AREA PLANNING COUNCIL

**PROFESSIONAL SERVICES AGREEMENT WITH DAVEY-BATES
CONSULTING**

AMENDMENT NO. 1

Amendment No. 1 is entered into this 8th day of April, 2015 by and between the Lake County/City Area Planning Council, herein after referred to as “APC” and Davey-Bates Consulting, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, an Agreement was entered into on September 26, 2014 to perform fiscal and administrative services to the APC; and

WHEREAS, the term of this agreement was for the period from October 1, 2014 through September 30, 2019; and

WHEREAS, SECTION 1 – WORK TO BE PERFORMED, of this Agreement states CONTRACTOR shall provide services, tasks and products detailed in CONTRACTOR’S PROPOSAL, or Exhibit A, of the AGREEMENT for professional services with Davey-Bates; and

WHEREAS, SECTION 15 – EXTENT OF AGREEMENT, of the Agreement states there shall not be modifications except by written agreement of both parties; and

WHEREAS, in the second paragraph Lake APC Cost Plan Summary of CONTRACTOR’S Proposal (Page 22) states, “...a “lump sum bid” and includes all expenses necessary to conduct administrative services for Lake APC. To clarify, costs include...trainings and conferences... and all other operating expenses”; and

WHEREAS, the CONTRACTOR’S Cost Plan Summary of the Proposal shall be revised from “lump sum bid” to “not to exceed bid” to clarify language of Proposal; and

WHEREAS, the CONTRACTOR’S Cost Plan Summary will be revised to replace wording of “trainings and conferences” to “mileage and routine travel”; and

WHEREAS, additional language is hereby added to clarify that travel for COG officers, and fees for trainings and conferences shall be funded separately by APC; and

WHEREAS, it is now mutually agreed by APC and CONTRACTOR that the CONTRACT TERMS of this Agreement should be amended to provide the above-mentioned clarifications.

NOW, THEREFORE, we agree as follows:

The Cost Plan Summary of the CONTRACTOR’S Proposal shall now be a “not to exceed” contract for compensation, and that travel beyond mileage and routine travel shall be funded separately by APC.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this Amendment No. 1 first above written.

LAKE COUNTY/CITY AREA PLANNING COUNCIL DAVEY-BATES CONSULTING

BY: Marsha Wharff 4-8-15
Marsha Wharff, Chair Date

BY: Lisa Davey-Bates 4/8/15
Lisa Davey-Bates, Owner Date

LAKE COUNTY/CITY AREA PLANNING COUNCIL
PROFESSIONAL SERVICES AGREEMENT WITH DAVEY-BATES
CONSULTING

AMENDMENT NO. 2

Amendment No. 2 is entered into this 10th day of January, 2018 by and between the Lake County/City Area Planning Council, herein after referred to as “APC” and Davey-Bates Consulting, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, an Agreement was entered into on September 26, 2014 to perform Fiscal and Administrative Staffing Services to the APC; and

WHEREAS, the term of this agreement was for the period from October 1, 2014 through September 30, 2019; and

WHEREAS, SECTION 15 – EXTENT OF AGREEMENT, states there shall not be modifications except by written agreement of both parties; and

WHEREAS, Amendment No. 1 was approved on April 8, 2015 to provide clarification to the original CONTRACTOR’S PROPOSAL, or Exhibit A, of the AGREEMENT for professional services with Davey-Bates Consulting; and

WHEREAS, Lake Transit Authority’s Executive Director and support staff are currently provided by Davey-Bates Consulting as part of the Fiscal and Administrative Services Agreement to the APC; and

WHEREAS, on April 4, 2017, Mark Wall, Lake Transit Authority – Transit Manager, announced his intention to retire in the upcoming months; and

WHEREAS, an Ad-Hoc Committee of the Lake Transit Authority comprised of Directors: Jeff Smith, Chair, Stacy Mattina, Vice-Chair and Chuck Leonard met on May 9, 2017 to discuss various options for the transition of the roles and responsibilities of the Transit Manager; and

WHEREAS, in the most recently adopted Transit Development Plan & Marketing Plan (2015) several options for succession were considered (Chapter 10); and

WHEREAS, the Ad-Hoc Committee supported the concept presented as option three in Chapter 10 of the Transit Development Plan to modify the scope of work of the Lake APC Administrative and Fiscal Services Contract to include all duties of the Transit Manager; and

WHEREAS, on November 8, 2017 at their regular meeting, the Lake Transit Authority Board of Directors voted unanimously to request that the APC consider seeking a proposal from Davey-Bates Consulting to amend their current contract to build a team to replace the existing Transit Manager’s scope of work; and

WHEREAS, on December 13, 2017, at their regular meeting, the APC voted unanimously to request a contract amendment proposal from Davey-Bates Consulting to include the roles and responsibilities of the Transit Management scope of work into the existing agreement; and

WHEREAS, Exhibit A (attached) provides job descriptions, resumes and an update to Table B of the original DBC proposal of July 9, 2014 outlining the Scope of Services and Rates of Payment for additional services to be provided by Davey-Bates Consulting; and

WHEREAS, it is now mutually agreed by APC and CONTRACTOR that the CONTRACT TERMS of this Agreement should be amended to provide the above-mentioned additional services to its existing agreement.

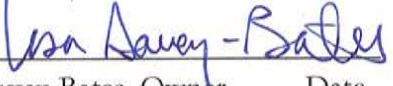
NOW, THEREFORE, we agree as follows:

The additional services outlined by the CONTRACTOR in Exhibit A shall be added to the existing work performed in the Professional Services Agreement between APC and Contractor, Davey-Bates Consulting. ALL OTHER TERMS AND CONDITIONS of the original agreement dated September 26, 2014 shall remain in full force and effect unless amended in writing by both **APC** and **CONTRACTOR**.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this Amendment No. 2 above written.

LAKE COUNTY/CITY AREA PLANNING COUNCIL DAVEY-BATES CONSULTING

BY:  1/23/2018
Jeff Smith, Chair Date

BY:  1/28/18
Lisa Davey-Bates, Owner Date

**LAKE AREA PLANNING COUNCIL
ADMINISTRATIVE AND FISCAL SERVICES
Table – B (Revised, in accordance with Amendment #2)**

		2017/18	
Position	Hours per Week	Hourly Rate	Annual Cost
Lisa Davey-Bates, Principal	30	\$117.68	\$156,754
Nephele Barrett, Program Manager	8	\$88.06	\$31,667
Alexis Pedrotti, Admin/Plng Assist.	18	\$65.07	\$55,425
Charlene Parker, Office Assistant	24	\$43.28	\$46,117
Transit Manager	40	\$86.53	\$159,217
Yearly Total			\$449,180

Rates reflect Rate and CPI Increases consistent with the original proposal submitted by Davey-Bates Consulting (July 9, 2014) and Amendment #2, to be proposed to the Lake APC Board of Directors at their regularly scheduled meeting of January 10, 2018.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

PROFESSIONAL SERVICES AGREEMENT EXTENSION

with

Davey-Bates Consulting

This extension of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as "**APC**" and Davey-Bates Consulting, hereinafter referred to as "**Contractor**", first entered into on September 26, 2014, Amended on April 8, 2015, and again on January 10, 2018, is now entered into on April 10, 2019, by and between **APC** and **Contractor**.

Whereas, the current Professional Services Agreement will expire on September 30, 2019; and

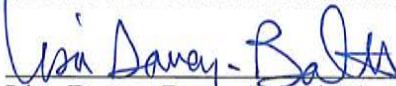
Whereas, Section 13. Contract Terms, of the existing agreement states, "*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*

APC and **Contractor** agree to the following extension provisions:

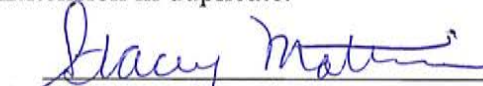
1. The term of this Agreement shall be extended from October 1, 2019 through September 30, 2020.
2. Beyond September 30, 2020, APC and Contractor may extend the existing agreement pursuant to current terms and conditions and consistent with the extended Cost Plan in Exhibit A for Administrative and Fiscal Services and Lake County Service for Freeway Emergencies (SAFE).
3. If APC or Contractor do not wish to proceed with a subsequent extension, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement, and first and second amendments shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Lisa Davey-Bates, Principal
Davey-Bates Consulting
Council



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 4/23/18

Date: 4/22/19

Lake Area Planning Council Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$448,582	\$2,482	\$451,064
2020/21	\$451,064	\$2,767	\$453,831
2021/22	\$453,831	\$3,086	\$456,917
2022/23	\$456,917	\$3,441	\$460,358
2023/24	\$460,358	\$3,836	\$464,194
Lake County Service Authority for Freeway Emergencies Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$15,736	\$115	\$15,851
2020/21	\$15,851	\$128	\$15,979
2021/22	\$15,979	\$143	\$16,122
2022/23	\$16,122	\$159	\$16,282
2023/24	\$16,282	\$178	\$16,459

Rates reflect 11.5% Health, Dental and Vision Increases consistent with the original proposal submitted by Davey-Bates Consulting (July 9, 2014). In addition, an annual and accumulate Cost of Living Adjustment (COLA) will be applied to New Base Amount based on the California Consumer Price Index (All Urban Consumers, California Department of Industrial Relations, Division of Labor Statistics and Research).

LAKE COUNTY/CITY AREA PLANNING COUNCIL

EXTENSION of PROFESSIONAL SERVICES AGREEMENT with Davey-Bates Consulting

This **Second Extension** of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as “**APC**” and Davey-Bates Consulting, hereinafter referred to as “**Contractor**”, first entered into on September 26, 2014, Amended on April 8, 2015, and again on January 10, 2018, extended for a period of one year on April 10, 2019, is now being entered into on April 8, 2020, by and between **APC** and **Contractor**.

Whereas, the current Professional Services Agreement will expire on September 30, 2020; and

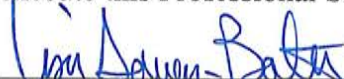
Whereas, Section 13. Contract Terms, of the existing agreement states, “*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*”

APC and **Contractor** agree to the following extension provisions:

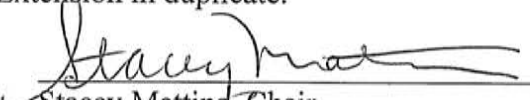
1. The term of this Agreement shall be extended from October 1, 2020 through September 30, 2021.
2. Compensation shall be at annual base rates identified in Exhibit A, effective as of the APC Fiscal Year Budget for the term of this extension.
3. Beyond September 30, 2021, APC and Contractor may extend the existing agreement pursuant to current terms and conditions and consistent with the extended Cost Plan in Exhibit A for Administrative and Fiscal Services and Lake County Service for Freeway Emergencies (SAFE).
4. If APC or Contractor do not wish to proceed with a subsequent extension, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement, and first and second amendments shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Lisa Davey-Bates, Principal
Davey-Bates Consulting
Council



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 4/17/20

Date: _____

Lake Area Planning Council Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$448,582	\$2,482	\$451,064
2020/21	\$451,064	\$2,767	\$453,831
2021/22	\$453,831	\$3,086	\$456,917
2022/23	\$456,917	\$3,441	\$460,358
2023/24	\$460,358	\$3,836	\$464,194
Lake County Service Authority for Freeway Emergencies Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$15,736	\$115	\$15,851
2020/21	\$15,851	\$128	\$15,979
2021/22	\$15,979	\$143	\$16,122
2022/23	\$16,122	\$159	\$16,282
2023/24	\$16,282	\$178	\$16,459

Rates reflect 11.5% Health, Dental and Vision Increases consistent with the original proposal submitted by Davey-Bates Consulting (July 9, 2014). In addition, an annual and accumulate Cost of Living Adjustment (COLA) will be applied to New Base Amount based on the California Consumer Price Index (All Urban Consumers, California Department of Industrial Relations, Division of Labor Statistics and Research).

Extension periods are from October 1 – September 30 of the following year, however, base amounts will take effect at the start of each fiscal year. The second extension period will be effective October 1, 2020 through September 30, 2021.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

EXTENSION of PROFESSIONAL SERVICES AGREEMENT

with

Davey-Bates Consulting

This **Third Extension** of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as “**APC**” and Davey-Bates Consulting, hereinafter referred to as “**Contractor**”, first entered into on September 26, 2014, amended on April 8, 2015 and January 10, 2018, then extended for a period of one year on April 10, 2019 and April 8, 2020, is now being entered into on April 14, 2021, by and between **APC** and **Contractor**.

Whereas, the current Professional Services Agreement will expire on September 30, 2021; and

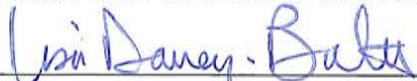
Whereas, Section 13. Contract Terms, of the existing agreement states, “*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*”

APC and **Contractor** agree to the following extension provisions:

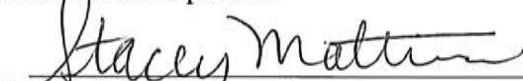
1. The term of this Agreement shall be extended from October 1, 2021 through September 30, 2022.
2. Compensation shall be at annual base rates and subject to cumulative CPI increases identified in Exhibit A, effective as of the Lake APC Fiscal Year 2021/22 Budget for the term of this extension. A one-time credit of \$5,600 will be provided by the **Contractor** to **APC** for FY 2021/22 as detailed in Exhibit A.
3. Beyond September 30, 2022, **APC** and **Contractor** may extend the existing agreement pursuant to current terms and conditions and consistent with the extended Cost Plan in Exhibit A for Lake Area Planning Council, Lake Transit Authority and Service for Freeway Emergencies (SAFE) Administrative and Fiscal Services.
4. If **APC** or **Contractor** do not wish to negotiate or proceed with the terms and conditions of the subsequent extensions, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement, and first and second amendments shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Lisa Davey-Bates, Principal
Davey-Bates Consulting
Council



Stacey Mattina, Chair
Lake County City Area Planning

Date: 4/20/21

Date: 4/20/21

Lake APC and Lake Transit Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$448,582	\$2,482	\$451,064
2020/21	\$451,064	\$2,767	\$453,831
2021/22	\$453,831	\$3,086	\$456,917
2022/23	\$456,917	\$3,441	\$460,358
2023/24	\$460,358	\$3,836	\$464,194
Lake County Service Authority for Freeway Emergencies Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$15,736	\$115	\$15,851
2020/21	\$15,851	\$128	\$15,979
2021/22	\$15,979	\$143	\$16,122
2022/23	\$16,122	\$159	\$16,282
2023/24	\$16,282	\$178	\$16,459

Rates reflect 11.5% Health, Dental and Vision Increases consistent with the original proposal submitted by Davey-Bates Consulting (July 9, 2014). In addition, an annual and accumulative Cost of Living Adjustment (COLA) will be applied to New Base Amount based on the California Consumer Price Index (All Urban Consumers, California Department of Industrial Relations, Division of Labor Statistics and Research).

Extension periods are from October 1 – September 30 of the following year, however, base amounts will take effect at the start of each fiscal year.

Davey-Bates Consulting has experienced cost savings as a result of reduced travel and other non-salary/employee benefit expenses during the COVID pandemic. As a result, a one-time credit of \$5,600 will be provided to the Lake County/City Area Planning Council for Administrative and Fiscal Services in FY 2021/22.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

EXTENSION of PROFESSIONAL SERVICES AGREEMENT with Davey-Bates Consulting

This **Fourth Extension** of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as “**APC**” and Davey-Bates Consulting, hereinafter referred to as “**Contractor**”, first entered into on September 26, 2014, amended on April 8, 2015 and January 10, 2018, then extended for a period of one year on April 10, 2019, April 8, 2020, and April 14, 2021 is now being entered into on March 9, 2022, by and between **APC** and **Contractor**.

Whereas, the current Professional Services Agreement will expire on September 30, 2022; and

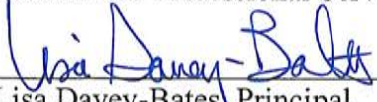
Whereas, Section 13. Contract Terms, of the existing agreement states, “*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*”

APC and **Contractor** agree to the following extension provisions:

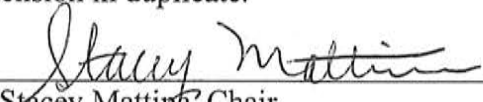
1. The term of this Agreement shall be extended from October 1, 2022 through September 30, 2023.
2. Compensation shall be at annual base rates and subject to cumulative CPI increases identified in Exhibit A, effective as of the Lake APC Fiscal Year 2022/23 Budget for the term of this extension.
3. Beyond September 30, 2023, **APC** and **Contractor** may extend the existing agreement pursuant to current terms and conditions and consistent with the extended Cost Plan in Exhibit A for Lake Area Planning Council, Lake Transit Authority and Service for Freeway Emergencies (SAFE) Administrative and Fiscal Services.
4. If **APC** or **Contractor** do not wish to negotiate or proceed with the terms and conditions of the subsequent extensions, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement, and first and second amendments shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Lisa Davey-Bates, Principal
Davey-Bates Consulting
Council



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 3/24/22

Date: 3/9/22

Lake APC and Lake Transit Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$448,582	\$2,482	\$451,064
2020/21	\$451,064	\$2,767	\$453,831
2021/22	\$453,831	\$3,086	\$456,917
2022/23	\$456,917	\$3,441	\$460,358
2023/24	\$460,358	\$3,836	\$464,194
Lake County Service Authority for Freeway Emergencies Administrative and Fiscal Services			
Fiscal Year	Previous Year Base Contract Amount	11.5% Benefit Increase	New DBC Base Contract
2019/20	\$15,736	\$115	\$15,851
2020/21	\$15,851	\$128	\$15,979
2021/22	\$15,979	\$143	\$16,122
2022/23	\$16,122	\$159	\$16,282
2023/24	\$16,282	\$178	\$16,459

Rates reflect 11.5% Health, Dental and Vision Increases consistent with the original proposal submitted by Davey-Bates Consulting (July 9, 2014). In addition, an annual and accumulative Cost of Living Adjustment (COLA) will be applied to New Base Amount based on the California Consumer Price Index (All Urban Consumers, California Department of Industrial Relations, Division of Labor Statistics and Research).

Extension periods are from October 1 – September 30 of the following year, however, base amounts will take effect at the start of each fiscal year.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

AGREEMENT FOR PROFESSIONAL SERVICES WITH DOW & ASSOCIATES

This Agreement is entered into on September 26, 2014, by and between the Lake County/City Area Planning Council, hereinafter referred to as the "APC", and Dow & Associates, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the APC may retain independent contractors to perform special, technical, expert, or professional services; and

WHEREAS, APC wishes to extend to the residents of the County certain services which CONTRACTOR is equipped, staffed, licensed and prepared to provide; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by APC to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, APC believes the provision of these services to the residents is in their best interests, and CONTRACTOR agrees to perform such duties and render such services, as outlined more specifically below:

NOW, THEREFORE, The APC and CONTRACTOR agree as follows:

1. WORK TO BE PERFORMED

The term of this Agreement shall be from October 1, 2014 through September 30, 2019.

CONTRACTOR has been selected by APC to provide those services, tasks and products detailed in CONTRACTOR'S Scope of Services, Background & Experience, APC Cost Plan & Narrative, and SAFE Cost Plan & Narrative (Exhibit A), which was prepared in response to APC's Request for Proposals.

If CONTRACTOR is requested to provide additional services not included with the Scope of Services, APC and CONTRACTOR may amend this agreement to provide for those services based upon the rates of payment specified in Table I-V & V-2 of Exhibit A.

2. COMPENSATION

Compensation for planning services as set forth in Exhibit A is fixed dollar amount for each fiscal year, payable in monthly installments, at the convenience of the Lake County Clerk-Auditor:

Fiscal Year 2014/15: \$178,432 (October 1 through June 30, 2015)

Fiscal Year 2015/16: \$240,216

Fiscal Year 2016/17: \$242,197
Fiscal Year 2017/18: \$244,442
Fiscal Year 2018/19: \$246,637
Fiscal Year 2019/20: \$61,659 (July 1 through Sept. 30, 2019-based on FY 2018/19 rates)

CONTRACTOR will also receive compensation for providing planning services to the Lake Service Authority for Freeway Emergencies (SAFE) program. Compensation for SAFE services as set forth in Exhibit A is also a fixed dollar amount for each fiscal year, payable in monthly installments by the Lake County Clerk-Auditor:

Fiscal Year 2014/15: \$19,580 (October 1 through June 30, 2015)
Fiscal Year 2015/16: \$26,352
Fiscal Year 2016/17: \$26,548
Fiscal Year 2017/18: \$26,755
Fiscal Year 2018/19: \$26,869
Fiscal Year 2019/20: \$6,717 (July 1 through Sept. 30, 2019-based on FY 2018/19 rates)

An annual Cost of Living Adjustment (COLA) will be applied to the base proposals (above) for APC and SAFE planning services, based on the California Consumer Price Index (All Urban Consumers, California Department of Industrial Relations, Division of Labor Statistics and Research.

3. SUBCONTRACTING

CONTRACTOR may subcontract portions of the agreed upon services. Subcontractors shall maintain the same standard of services as is required of CONTRACTOR. CONTRACTOR shall continue to remain responsible for fulfilling the terms of this Agreement.

4. SERVICES TO BE PROVIDED

CONTRACTOR agrees to perform the services set forth in Exhibit A.

Execution of this Agreement by the APC shall constitute CONTRACTOR's authority to proceed immediately with the performance of the work described by Exhibit A provided that evidence of insurance has been received by the APC as specified under Section 9 below.

CONTRACTOR acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

5. FINANCIAL RECORDS

APC, CONTRACTOR and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later.

All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government which pertain to services performed and determination amounts payable under this Agreement.

CONTRACTOR will provide an adequate financial management and accounting system as required by 48 Code of Federal Regulations (CFR) Part 16.301-3, 48 CFR Part 31 and 49 CRF Part 18.

6. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal as may be applicable, and all ordinances, rules and regulations enacted or issued by the County of Lake.

7. COMPLIANCE WITH LICENSING REQUIREMENTS

CONTRACTOR will comply with all necessary licensing requirements and must obtain appropriate licenses and display the same in a location that is reasonably conspicuous.

8. OWNERSHIP OF EQUIPMENT

CONTRACTOR shall furnish necessary office equipment to perform services under this Agreement. Title to all property acquired by CONTRACTOR in connection with this Agreement or the services rendered pursuant thereto shall vest in CONTRACTOR.

9. INSURANCE

CONTRACTOR, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the APC for the APC's protection, its elected or appointed officials, employees and volunteers, CONTRACTOR and subcontractor from any and all claims which may arise from operations under this Agreement, whether operations be by CONTRACTOR or by a subcontractor, or by anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide to the APC Certificates of Insurance evidencing minimum coverage as specified below:

Automobile Liability - Vehicle/Bodily Injury - \$100,000
Each Person, \$300,000 Each Occurrence, Vehicle/Property
Damage - \$100,000 Each Occurrence, and Uninsured
Motorists \$100,000 each Person/\$300,000 each occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$2,000,000, Personal Injury -
\$1,000,000, and Each Occurrence Limit - \$1,000,000

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the APC, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

CONTRACTOR shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the APC. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude the APC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the CONTRACTOR shall furnish to the APC satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

10. STATE AND FEDERAL REQUIREMENTS

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

Non-Discrimination Clause. a.) In the performance of work under this Agreement, APC, CONTRACTOR and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave. b.) APC, Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. APC, Consultant and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. c.) APC, CONTRACTOR and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. d.) APC, Consultant and its sub-consultants will permit access to all records of employment, employment advertisements,

application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. APC, CONTRACTOR and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. The CONTRACTOR agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

11. INDEPENDENT CONTRACTOR

Both the APC and CONTRACTOR agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The APC shall compensate CONTRACTOR by payment of the gross amounts due to CONTRACTOR, and CONTRACTOR shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

12. FINANCIAL INTEREST

The CONTRACTOR covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

13. CONTRACT TERMS

The terms of this Agreement shall be for an initial period of five (5) years from October 1, 2014 through September 30, 2019, however, this Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR.

APC may terminate this Agreement for any reason by giving written notice to CONTRACTOR at least one hundred twenty (120) days in advance of the effective date of such termination.

In the event this Agreement is terminated prior to September 30, 2019, CONTRACTOR shall be paid on a prorated basis for only that portion of the contract term during which CONTRACTOR provided services pursuant to this Agreement.

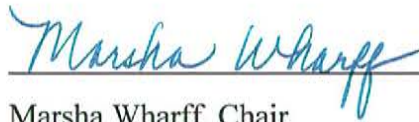
14. TIME

Time is of the essence.

15. EXTENT OF AGREEMENT

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.



Marsha Wharff, Chair
Lake County/City Area Planning Council



Phillip Dow, Owner
Dow & Associates

Federal ID No.: 064606160000

Lake County/City Area Planning Council

Amendment to
AGREEMENT for PROFESSIONAL SERVICES
with
Dow & Associates

This Amendment is entered into on April 8, 2015, by and between the Lake County/City Area Planning Council, herein after referred to as the "APC", and Dow & Associates, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the APC may retain independent contractors to perform special, technical, expert, or professional services; and

WHEREAS, on September 26, 2014, the APC entered into an Agreement with CONTRACTOR to provide planning services for the APC and for the Lake County Service Authority for Freeway Emergencies (SAFE); and

WHEREAS, the Executive Director of the APC has identified language in Paragraph 2 – Compensation in the approved Agreement that may be interpreted to be inconsistent with state and federal compensation procedures; and

WHEREAS, APC staff has drafted new language to clarify that all planning services work is to be reimbursable based upon hours worked, by staff position, per claim period consistent with rates proposed by CONTRACTOR and accepted by APC as identified in *Table IV&V-2: Dow & Associates Reimbursement Rates by Year* of Dow & Associates Proposal for Lake County/City Area Planning Planning Services; and

WHEREAS, APC and CONTRACTOR concur that clarification of language in Paragraph 2- Compensation is of mutual benefit to APC and Contractor:

NOW, THEREFORE, APC and CONTRACTOR agree as follows:

Language in Paragraph 2- Compensation in the Lake County/City Area Planning Council's AGREEMENT FOR PROFESSIONAL SERVICES with DOW & ASSOCIATES, as identified in italics below, shall be replaced with new language within Paragraph 2 as identified below in bold:

For the APC planning component:

Compensation for planning services as set forth in Exhibit A is fixed dollar amount for each fiscal year, payable in monthly installments, at the convenience of the Lake County Clerk-Auditor:

Compensation for planning services as set forth in Exhibit A is a fixed (not to exceed) dollar amount for each fiscal year, subject to annual Costs of Living adjustments specified herein. Planning service costs are to be reimbursed based upon actual hours worked within each claim period at compensation rates established in Table IV & V-2 in Exhibit A. Claims shall be submitted on a monthly or quarterly basis (at the discretion of claimant) and payable at the convenience of the Lake County Clerk-Auditor:

And for the SAFE planning component:

CONTRACTOR will also receive compensation for providing planning services to the Lake Service Authority for Freeway Emergencies (SAFE) program. Compensation for SAFE services as set forth in Exhibit A is also a fixed dollar amount each year, payable in monthly installments by the Lake County Clerk-Auditor:

CONTRACTOR will also receive compensation for providing planning services to the Lake Service Authority for Freeway Emergencies (SAFE) program. Planning services for SAFE as set forth in Exhibit A are to be reimbursed based upon actual hours worked within each claim period at compensation rates established in Table IV & V-2 in Exhibit A. Claims shall be submitted on a monthly or quarterly basis (at the discretion of claimant) and payable at the convenience of the Lake County Clerk-Auditor:

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment in duplicate as of the day and year first written above.



Marsha Wharff, Chair

Lake County/City Area Planning Council



Phillip J. Dow, Owner

Dow & Associates

LAKE COUNTY/CITY AREA PLANNING COUNCIL

PROFESSIONAL SERVICES AGREEMENT EXTENSION

with

Dow & Associates

This extension of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as “**APC**” and Dow & Associates, hereinafter referred to as “**Contractor**”, first entered into on September 26, 2014, and Amended on April 8, 2015, is now entered into on April 10, 2019, by and between **APC** and **Contractor**.

Whereas, the current Professional Services Agreement will expire on September 30, 2019; and

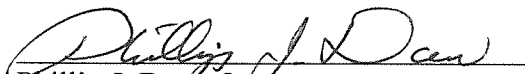
Whereas, Section 13. Contract Terms, of the existing agreement states, “...*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*


APC and **Contractor** agree to the following extension provisions:

1. The term of this Agreement shall be extended from October 1, 2019 through September 30, 2020.
2. Beyond September 30, 2020, **APC** and **Contractor** may extend the existing agreement pursuant to current terms and conditions and consistent with the extended Cost Plan Summary for Planning Services to the Lake County/City Area Planning Council and Lake County Service Authority for Freeway Emergencies (SAFE) outlined in Exhibit A.
3. If **APC** or **Contractor** do not wish to proceed with a subsequent extension, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement, and first amendment shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.


Phillip J. Dow, Owner
Dow & Associates


Stacey Mattina, Chair
Lake County/City Area Planning

Date: 04/22/19

Date: 4/22/19

Exhibit A
Extended Cost Plan Summary

Planning Services to the Lake County/City Area Planning Council			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 246,637	\$ 1,886	\$ 248,523
FY 20/21 (2nd Ext)	\$ 248,523	\$ 2,103	\$ 250,626
FY 21/22 (3rd Ext)	\$ 250,626	\$ 2,345	\$ 252,970
FY 22/23 (4th Ext)	\$ 252,970	\$ 2,614	\$ 255,585
FY 23/24 (5th Ext)	\$ 255,585	\$ 2,915	\$ 258,500

Lake County Service Authority for Freeway Emergencies (SAFE)			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 26,869	\$ 205	\$ 27,074
FY 20/21 (2nd Ext)	\$ 27,074	\$ 229	\$ 27,304
FY 21/22 (3rd Ext)	\$ 27,304	\$ 255	\$ 27,559
FY 22/23 (4th Ext)	\$ 27,559	\$ 285	\$ 27,844
FY 23/24 (5th Ext)	\$ 27,844	\$ 318	\$ 28,161

Notes:

Annual Base Amount includes health care increases, as established in Exhibit A of the original contract. Annual Base Amounts will be adjusted each year using the cumulative California Consumer Price Index California, All Urban Consumers, as stated in Exhibit A of the original contract.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

PROFESSIONAL SERVICES AGREEMENT EXTENSION

with

Dow & Associates

This extension of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as "APC" and Dow & Associates, hereinafter referred to as "**Contractor**", first entered into on September 26, 2014, Amended on April 8, 2015, and extended for a period of one year on April 10, 2019, is now entered into on April 8, 2020, by and between **APC** and **Contractor**.

Whereas, the current extension period of the Professional Services Agreement will expire on September 30, 2020; and

Whereas, Section 13. Contract Terms, of the existing agreement states, "*...Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR*"; and

APC and **Contractor** agree to the following extension provisions:

1. The term of this Agreement shall be extended from October 1, 2020 through September 30, 2021.
2. Compensation shall be at annual base amounts identified in the attached Exhibit A, which take effect at the start of each Fiscal Year and are adjusted using the cumulative California Consumer Price Index.
3. Beyond September 30, 2021, **APC** and **Contractor** may extend the existing agreement pursuant to current terms and conditions and consistent with the extended Cost Plan Summary for Planning Services to the Lake County/City Area Planning Council and Lake County Service Authority for Freeway Emergencies (SAFE) outlined in Exhibit A.
4. If **APC** or **Contractor** do not wish to proceed with a subsequent extension, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement and first amendment shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Nephele Barrett, Owner
Dow & Associates



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 4-22-20

Date: 4-22-2020

Exhibit A
 Extended Cost Plan Summary

Planning Services to the Lake County/City Area Planning Council			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 246,637	\$ 1,886	\$ 248,523
FY 20/21 (2nd Ext)	\$ 248,523	\$ 2,103	\$ 250,626
FY 21/22 (3rd Ext)	\$ 250,626	\$ 2,345	\$ 252,970
FY 22/23 (4th Ext)	\$ 252,970	\$ 2,614	\$ 255,585
FY 23/24 (5th Ext)	\$ 255,585	\$ 2,915	\$ 258,500

Lake County Service Authority for Freeway Emergencies (SAFE)			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 26,869	\$ 205	\$ 27,074
FY 20/21 (2nd Ext)	\$ 27,074	\$ 229	\$ 27,304
FY 21/22 (3rd Ext)	\$ 27,304	\$ 255	\$ 27,559
FY 22/23 (4th Ext)	\$ 27,559	\$ 285	\$ 27,844
FY 23/24 (5th Ext)	\$ 27,844	\$ 318	\$ 28,161

Notes:

Annual Base Amount includes health care increases, as established in Exhibit A of the original contract. Annual Base Amounts will be adjusted each year using the cumulative California Consumer Price Index California, All Urban Consumers, as stated in Exhibit A of the original contract.

Extension periods are from October 1 of each year through September 30 of the following year. However, new contract amounts will take effect at the start of each Fiscal Year.

The current extension period, 10/1/20 through 9/30/21, covers the last three quarters of FY 20/21 and first quarter of FY 21/22.

LAKE COUNTY/CITY AREA PLANNING COUNCIL
PROFESSIONAL SERVICES AGREEMENT EXTENSION
with
Dow & Associates

This extension of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as “**APC**” and Dow & Associates, hereinafter referred to as “**Contractor**”, first entered into on September 26, 2014, Amended on April 8, 2015, and extended for a period of one year on April 10, 2019, and again on April 8, 2020, is now entered into on April 14, 2021, by and between **APC** and **Contractor**.

Whereas, the current extension period of the Professional Services Agreement will expire on September 30, 2021; and


Whereas, Section 13. Contract Terms, of the existing agreement states, “*...Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR;* and

APC and **Contractor** agree to the following extension provisions:

1. The term of this Agreement shall be extended from October 1, 2021 through September 30, 2022.
2. Compensation shall be at annual rates identified in the attached Exhibit A and subject to cumulative CPI increases as detailed in Exhibit A and per the original contract, effective as of the APC Fiscal Year 21/22 Budget for the term of this extension. A one-time credit of up to \$3,000 will be provided by the **Contractor** to **APC** for FY 21/22 as detailed in Exhibit A
3. **APC** and **Contractor** may exercise the option for two more one-year extensions following this third extension, pursuant to current terms and conditions and consistent with the extended Cost Plan Summary for Planning Services to the Lake County/City Area Planning Council and Lake County Service Authority for Freeway Emergencies (SAFE) outlined in Exhibit A.
4. If **APC** or **Contractor** do not wish to proceed with a subsequent extension, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement and first amendment shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Nephela Barrett, Owner
Dow & Associates



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 4-21-21

Date: _____

Exhibit A
Extended Cost Plan Summary

Planning Services to the Lake County/City Area Planning Council			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 246,637	\$ 1,886	\$ 248,523
FY 20/21 (2nd Ext)	\$ 248,523	\$ 2,103	\$ 250,626
FY 21/22 (3rd Ext)	\$ 250,626	\$ 2,345	\$ 252,970
FY 22/23 (4th Ext)	\$ 252,970	\$ 2,614	\$ 255,585
FY 23/24 (5th Ext)	\$ 255,585	\$ 2,915	\$ 258,500

Lake County Service Authority for Freeway Emergencies (SAFE)			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 26,869	\$ 205	\$ 27,074
FY 20/21 (2nd Ext)	\$ 27,074	\$ 229	\$ 27,304
FY 21/22 (3rd Ext)	\$ 27,304	\$ 255	\$ 27,559
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FY 23/24 (5th Ext)	\$ 27,844	\$ 318	\$ 28,161

Notes:

Annual Base Amount includes health care increases, as established in Exhibit A of the original contract. Annual Base Amounts will be adjusted each year using the cumulative California Consumer Price Index California, All Urban Consumers, as stated in Exhibit A of the original contract.

Extension periods are from October 1 of each year through September 30 of the following year. However, new contract amounts will take effect at the start of each Fiscal Year.

The current extension period, 10/1/21 through 9/30/22, covers the last three quarters of FY 21/22 and first quarter of FY 22/23.

Dow & Associates will provide a voluntary, one-time credit of up to \$3000 to the APC for FY 21/22. This credit is provided due to reduced costs from travel and other similar non-salary/employee benefit expenses during FY 20/21. This will be applied as a credit to the LTF billing on each monthly invoice of that Fiscal Year equal to 1% of the total invoice.

LAKE COUNTY/CITY AREA PLANNING COUNCIL
PROFESSIONAL SERVICES AGREEMENT EXTENSION
with
Dow & Associates

This extension of the Agreement for Professional Services between the Lake County/City Area Planning Council, herein after referred to as “**APC**” and Dow & Associates, hereinafter referred to as “**Contractor**”, first entered into on September 26, 2014, Amended on April 8, 2015, and extended for a period of one year on April 10, 2019, April 8, 2020, and April 14, 2021, is now entered into on March 9, 2022, by and between **APC** and **Contractor**.

Whereas, the current extension period of the Professional Services Agreement will expire on September 30, 2022; and

Whereas, Section 13. Contract Terms, of the existing agreement states, “...*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR*”; and

APC and **Contractor** agree to the following extension provisions:

1. The term of this Agreement shall be extended from October 1, 2022 through September 30, 2023.
2. Compensation shall be at annual rates identified in the attached Exhibit A and subject to cumulative CPI increases as detailed in Exhibit A and per the original contract, effective as of the APC Fiscal Year 22/23 Budget for the term of this extension.
3. **APC** and **Contractor** may exercise the option for one more one-year extension following this fourth extension, pursuant to current terms and conditions and consistent with the extended Cost Plan Summary for Planning Services to the Lake County/City Area Planning Council and Lake County Service Authority for Freeway Emergencies (SAFE) outlined in Exhibit A.
4. If **APC** or **Contractor** do not wish to proceed with a subsequent extension, they must provide written notice at least one hundred twenty (120) days in advance of intent to terminate or negotiate future extensions.

ALL OTHER TERMS AND CONDITIONS of the original agreement and first amendment shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.



Nephela Barrett, Owner
Dow & Associates



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 3-18-22

Date: _____

Exhibit A
Extended Cost Plan Summary

Planning Services to the Lake County/City Area Planning Council			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 246,637	\$ 1,886	\$ 248,523
FY 20/21 (2nd Ext)	\$ 248,523	\$ 2,103	\$ 250,626
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FY 23/24 (5th Ext)	\$ 255,585	\$ 2,915	\$ 258,500

Lake County Service Authority for Freeway Emergencies (SAFE)			
	Previous Year Base	Increase	New Base Amount
FY 19/20 (1st Ext)	\$ 26,869	\$ 205	\$ 27,074
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FY 23/24 (5th Ext)	\$ 27,844	\$ 318	\$ 28,161

Notes:

Annual Base Amount includes health care increases, as established in Exhibit A of the original contract. Annual Base Amounts will be adjusted each year using the cumulative California Consumer Price Index California, All Urban Consumers, as stated in Exhibit A of the original contract.

Extension periods are from October 1 of each year through September 30 of the following year. However, new contract amounts will take effect at the start of each Fiscal Year.

The current extension period, 10/1/22 through 9/30/23, covers the last three quarters of FY 22/23 and first quarter of FY 23/24.



Lake Transit Authority

Lisa Davey-Bates, Executive Director

Administration
525 S. Main Street, Ste. G
Ukiah, CA 95482
(707) 263-7868

Operations
P.O. Box 698
Lower Lake, CA 95457
(707) 994-3384

April 1, 2022

Lisa Davey-Bates, Executive Director
Lake County/City Area Planning Council
525 South Main Street, Suite G
Ukiah, CA 95482

Dear Lisa,

Attached is Lake Transit Authority's claim for funds for fiscal year 2022/2023. The LTA Board will review the proposed budget at their May meeting with adoption expected at the June meeting. In summary, LTA is requesting:

\$849,540 from the Local Transportation Fund (LTF), and
\$627,325 in State Transit Assistance funds

Local Transportation Fund

The claim in includes the total amount allocated to Lake Transit Authority by the Lake County /City Area Planning Council. Of that amount, \$772,311 would be used to support LTA's General Public Operations and \$77,229 for capital purchases. No funds will be used for the Unmet Transit Needs List referred to LTA by your Board.

State Transit Assistance Fund

The claim also includes a total of \$627,325 of State Transit Assistance funds, as allocated by the State Controller's Office. The entirety of these funds will be used to support LTA's General Public Operations.

Uncertainty

As always, the creation of a budget in March is highly uncertain. We are submitting the claim using the best information we have at this time, but respectfully request your understanding and support in the event that a revised claim is necessary.

Sincerely,

James Sookne
Program Manager

Lake Transit Authority Summary of 2022/2023 Claim for Funds

4/1/22

Source	Authority	Purpose	FY 2021/22 Amount	FY 2022/23 Amount
Local Transportation Fund:				
	PUC, Sec. 99260(a)	LTA Operations	\$826,386	\$772,311
	PUC, Sec. 99262	LTA Capital	\$75,000	\$77,229
Total			\$901,386	\$849,540
State Transit Assistance Fund:				
	CCR, Sec. 6730(a)	LTA Operations	\$466,193	\$627,325
Total			\$466,193	\$627,325
Total Claim			\$1,367,579	\$1,476,865



14420 Lakeshore Drive, Suite C
PO Box 3001
Clearlake, CA 95422

May 26, 2022

Lisa Davey-Bates, Executive Director
Lake County/City Area Planning Council
525 S. Main St., Suite G
Ukiah, CA 95482

Subject: Lake Links' Fiscal 2022-2033 LTF Claim

Dear Lisa,

The following is Lake Links' claim for funds for fiscal year 2022-2023. The Lake Links Board will review and adopt the proposed budget at their June meeting.

Lake Links is requesting \$54,687 from the Local Transportation Fund (LTF) to support Lake Links' fiscal 2022-23 operations (PUC, Sec. 99275). In fiscal 2021-22 we received \$61,031 in LTF funds for this purpose.

As in past years, this LTF allocation will be used to provide and support Lake Links' office (rent, utilities, office supplies and costs, etc.) which serve as the foundation for our staff to operate our transportation programs.

The Lake Links Board of Directors greatly appreciates your assistance and that of the Area Planning Council in supporting our efforts to provide expanded transportation options for those citizens of Lake County who are unable to utilize other mobility options.

Sincerely,

Paul S Branson

Paul S. Branson
Board Secretary and Interim CEO