



LAKE COUNTY/CITY
AREA PLANNING
COUNCIL

Regional Transportation Planning Agency

Fiscal Year 2024/25

BUDGET

Approved by Board of Directors: June 12, 2024

Prepared By:

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LAKE COUNTY/CITY AREA PLANNING COUNCIL

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

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June 7, 2024

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

FROM: Lisa Davey-Bates, Executive Director

Lake APC 2024/25 Fiscal Year Budget

The 2024/25 budget is being submitted for your consideration at the June 12, 2024, Lake APC Board meeting. The draft budget summary was presented and reviewed at the board meeting on April 10, 2024. 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 five 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.

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, the APC then allocates approximately three percent of the Local Transportation Funds Estimate to complete projects under the OWP. Some years, however, it is necessary for the agency to request more than the three percent allocation to be able to fund planning projects in the coming year. 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.

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.

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 \$839,582 based the preliminary estimate provided by the State Controller's Office. LTA will also receive funding in the amount of \$116,644 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 the State's Budget Act of 2023, SB 125 was amended to appropriate a total of \$5.1 billion to the Transit and Intercity Rail Capital Program (TIRCP) and the new Zero-Emission Transit Capital Program (ZETCP) over a four-year period. However, recently due to the Governor's cuts, these funds have been frozen until further notice. If these funds become available, they will be distributed by formulas based on both population and transit operator revenues to regional transportation planning agencies for programming and administration. The funds can be used for transit capital projects and operating expenses that prevent service cuts and/or increase ridership, subject to compliance with the program guidelines developed by the California State Transportation Agency (CalSTA). The Lake APC will be receiving a total of \$8,415,895 over the four-year period, with the bulk of the funds in the first two years. This funding includes \$84,159 for Lake APC for the administration of the program. To date, DBC staff has programmed approximately \$4M towards LTA's existing TIRCP project.

I hope you find this document informational and helpful. Please feel free to contact me with any questions you may have about the 2024/25 Lake APC Budget or other issues.

Best Regards,



Lisa Davey-Bates
Executive Director

/ldb

Enclosures



LAKE COUNTY/CITY AREA PLANNING COUNCIL
FY 2024/25
FINAL - BUDGET SUMMARY

REVENUES	Budget					COMMENTS:
	(Proposed) Adopted: 6/12/24				Estimated Actual	
LOCAL:						
Transportation Development Act (TDA)						
Local Transportation Funds (LTF)						
- 2024/25 Local Transportation Fund (LTF) Estimate	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 1,600,000	2024/25 Approved LTF Estimate - Slight decrease based on EC Recommendation.
Local Transportation Fund Carryover :						
- Prior-Year Unallocated LTF Revenue	\$ 329,262	\$ -	\$ -	\$ -	\$ 329,262	Unallocated LTF Funds received in prior year - BOE alloc. above the "Approved" LTF Est.
- Administration	\$ -	\$ -	\$ -	\$ -	\$ -	Carryover funding to be reflected in the Final or 1st Amendment.
- LTF Reserve Fund Balance	\$ 1,143,000	\$ -	\$ -	\$ -	\$ 1,143,000	Approved 6.2019 by APC Board/Amended 11.2023
- Planning and Programming OWP	\$ 52,505	\$ -	\$ -	\$ -	\$ 52,505	Est. carryover funding. Actuals to be reflected in the 1st Amendment.
- Pedestrian and Bicycle Fund Balance	\$ 260,113	\$ -	\$ -	\$ -	\$ 260,113	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$65,075)
- Community Transit Service Fund Balance / CTSA	\$ -	\$ -	\$ -	\$ -	\$ -	Lake Links has been fully allocated for 2023/24.
- Public Transportation / LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	LTA has been fully allocated for 2023/24.
- Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	Unrestricted balance will be updated in the Final Budget.
Total LTF Carryover:	\$ 1,784,880	\$ -	\$ -	\$ -	\$ 1,784,880	
Total LOCAL Revenues:	\$ 3,384,880	\$ -	\$ -	\$ -	\$ 3,384,880	
STATE:						
Planning Programming & Monitoring (PPM) Funds						
- 2024/25 NEW OWP Allocation	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000	Funds Expire: 6/30/27
- 2023/24 Carryover OWP Allocation	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	2023/24 estimated carryover amount. Actuals to be reflected in the 1st Amendment
Total PPM Funds:	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000	
Rural Planning Assistance (RPA) Funds						
- 2024/25 NEW OWP Allocation	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000	
- 2023/24 Carryover OWP Allocation	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	2023/24 estimated carryover amount. Actuals to be reflected in the 1st Amendment
Total RPA Funds:	\$ 309,000	\$ -	\$ -	\$ -	\$ 309,000	
Transportation Development Act (TDA)						
State Transit Assistance (STA) Funds						
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$ 839,582	\$ -	\$ -	\$ -	\$ 839,582	2024/25 STA Alloc. - based on preliminary estimate. 1/2024
- 2023/24 Carry-Over Funding	\$ -	\$ -	\$ -	\$ -	\$ -	2023/24 actual carryover amounts to be reflected in the 1st Amendment
Total STA Funds:	\$ 839,582	\$ -	\$ -	\$ -	\$ 839,582	
State of Good Repair (SGR) Program Funds						
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$ 116,644	\$ -	\$ -	\$ -	\$ 116,644	2024/25 SGR Alloc. - Allocation based on estimate - 1/2024
- 2023/24 Carry-Over Funding	\$ -	\$ -	\$ -	\$ -	\$ -	2023/24 actual carryover amounts to be reflected in the 1st Amendment
Total SGR Funds:	\$ 116,644	\$ -	\$ -	\$ -	\$ 116,644	
Transit and Intercity Rail Capital Program (TIRCP)						
- 2024/25 NEW SB 125 Transit Program	\$ 84,159	\$ -	\$ -	\$ -	\$ 84,159	Funds are population-based (1% of regions total allocation).
Total SB 125 Funds:	\$ 84,159	\$ -	\$ -	\$ -	\$ 84,159	
Total STATE Revenues:	\$ 1,459,385	\$ -	\$ -	\$ -	\$ 1,459,385	
FEDERAL:						
Regional Surface Transportation Program (RSTP)						
- 2024/25 RSTP Local Agency Distribution:	\$ 830,697	\$ -	\$ -	\$ -	\$ 830,697	Passes through to cities/County
- RSTP Carryover Funds:	\$ -	\$ -	\$ -	\$ -	\$ -	Apportionment for FY 2023/24. Allocation will be received in 2024/25
Total RSTP Funds:	\$ 830,697	\$ -	\$ -	\$ -	\$ 830,697	2023/24 estimated carryover amounts to be reflected in the Final
Transit Pass-Through Funding						
5311 Federal Funds - FFY 2024	\$ 560,168	\$ -	\$ -	\$ -	\$ 560,168	FFY 2024-Regional Apportionment to LTA
Total FEDERAL Revenues:	\$ 1,390,865	\$ -	\$ -	\$ -	\$ 1,390,865	
GRAND TOTAL REVENUES	\$ 6,235,130	\$ -	\$ -	\$ -	\$ 6,235,130	

ALLOCATIONS

COMMENTS:

	Budget					Estimated Actual	
	(Proposed) Adopted: 6/12/2024						
LOCAL:							
Transportation Development Act (TDA)							
2024/25 Local Transportation Funds (LTF) Annual Priority Allocations							
- Administration Allocation							
DBC Admin Contract (July 1, 2024 to Sept. 30, 2024)	\$ 153,168	\$ -	\$ -	\$ -	\$ -	153,168	Current APC/LTA Admin Contract Extension through 9/30/2024. (\$51,056/month)
DBC Admin Contract (Oct. 1, 2024 to June 30, 2025)	\$ 476,978	\$ -	\$ -	\$ -	\$ -	476,978	New FY 2024/25 APC/LTA Admin Contract Proposal Budget. (\$52,998/month)
Board Member Reimbursement for Meetings	\$ 4,000	\$ -	\$ -	\$ -	\$ -	4,000	Board Member reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$ 7,000	\$ -	\$ -	\$ -	\$ -	7,000	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	\$ 15,000	\$ -	\$ -	\$ -	\$ -	15,000	Annual requirement of TDA to audit LTF/STA funds.
Performance Audit	\$ 25,000	\$ -	\$ -	\$ -	\$ -	25,000	Triennial Performance Audit scheduled to be completed this year.
Membership Dues -CalCOG, NARC, NSSR	\$ 10,000	\$ -	\$ -	\$ -	\$ -	10,000	Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$ 8,000	\$ -	\$ -	\$ -	\$ -	8,000	Unexpected costs beyond typical annual budget expenses.
Sub-Total 2024/25 Admin Allocations	\$ 705,146	\$ -	\$ -	\$ -	\$ -	705,146	
- LTF Reserve Fund (5%) Allocation	\$ 80,000	\$ -	\$ -	\$ -	\$ -	80,000	(5% of LTF Estimate \$1.6M)
- Planning and Programing (3%) Allocation	\$ 59,790	\$ -	\$ -	\$ -	\$ -	59,790	New Overall Work Program Planning Amount for FY 2024/25.
- Pedestrian and Bicycle (2%) Allocation	\$ 17,897	\$ -	\$ -	\$ -	\$ -	17,897	2% LTF Allocation for Bike and Pedestrian Purposes
- Community Transit Service (5%) Allocation - CTSA Article	\$ 44,743	\$ -	\$ -	\$ -	\$ -	44,743	These funds will be allocated to Lake Links, CTSA for Lake County.
- Public Transportation Allocation - Lake Transit Authority	\$ 1,021,686	\$ -	\$ -	\$ -	\$ -	1,021,686	FY 2024/25 Transit Allocation
Total 2024/25 LTF Allocations:	\$ 1,929,262	\$ -	\$ -	\$ -	\$ -	1,929,262	Total LTF Revenue through Apportionment
Local Transportation Fund Carryover :							
- Administration (Act. 531)	\$ -	\$ -	\$ -	\$ -	\$ -	-	
- LTF Reserve Fund Balance (Act. 534)	\$ 1,143,000	\$ -	\$ -	\$ -	\$ -	1,143,000	
- Planning and Programming OWP (Act. 532)	\$ 52,505	\$ -	\$ -	\$ -	\$ -	52,505	Est. carryover funding. Actuals to be reflected in the 1st Amendment.
- Pedestrian and Bicycle Fund Balance (Act. 526)	\$ 260,113	\$ -	\$ -	\$ -	\$ -	260,113	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$65,075)
- Community Transit Service Fund Balance (Act. 414)	\$ -	\$ -	\$ -	\$ -	\$ -	-	No expected carryover from FY 2023/24.
- Public Transportation / LTA Allocation (Act. 412)	\$ -	\$ -	\$ -	\$ -	\$ -	-	No expected carryover from FY 2023/24.
- Unrestricted Fund Balance (Act. 527)	\$ -	\$ -	\$ -	\$ -	\$ -	-	Unrestricted balance to be updated in the Final Budget.
Total LTF Carryover:	\$ 1,455,618	\$ -	\$ -	\$ -	\$ -	1,455,618	
Total LOCAL Allocations:	\$ 3,384,880	\$ -	\$ -	\$ -	\$ -	3,384,880	
STATE:							
Planning Programming & Monitoring (PPM) Funds							
- 2024/25 NEW OWP Allocation	\$ 70,000	\$ -	\$ -	\$ -	\$ -	70,000	2024/25 PPM Allocation Amount
- 2023/24 Carryover OWP Allocation	\$ 40,000	\$ -	\$ -	\$ -	\$ -	40,000	2023/24 estimated carryover amount. Actuals to be reflected in the 1st Amendment
Total PPM Allocations:	\$ 110,000	\$ -	\$ -	\$ -	\$ -	110,000	
Rural Planning Assistance Funds (RPA)							
- 2024/25 NEW OWP Allocation	\$ 294,000	\$ -	\$ -	\$ -	\$ -	294,000	
- 2023/24 Carryover OWP Allocation	\$ 15,000	\$ -	\$ -	\$ -	\$ -	15,000	Carryover funds to be reflected in the Final or 1st Amendment.
Total RPA Funds:	\$ 309,000	\$ -	\$ -	\$ -	\$ -	309,000	
Transportation Development Act (TDA)							
State Transit Assistance (STA) Funds							
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$ 839,582	\$ -	\$ -	\$ -	\$ -	839,582	2024/25 STA Alloc. - based on preliminary estimate. 1/2024
- 2023/24 Carry-Over Funding	\$ -	\$ -	\$ -	\$ -	\$ -	-	2023/24 actual carryover amounts to be reflected in the 1st Amendment
Total STA Funds:	\$ 839,582	\$ -	\$ -	\$ -	\$ -	839,582	
State of Good Repair (SGR) Program Funds							
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$ 116,644	\$ -	\$ -	\$ -	\$ -	116,644	2024/25 SGR Alloc. - Allocation based on estimate - 1/2024
- 2023/24 Carry-Over Funding	\$ -	\$ -	\$ -	\$ -	\$ -	-	2023/24 actual carryover amounts to be reflected in the 1st Amendment
Total SGR Funds:	\$ 116,644	\$ -	\$ -	\$ -	\$ -	116,644	
Transit and Intercity Rail Capital Program (TIRCP)							
- 2024/25 NEW SB 125 Transit Program	\$ 84,159	\$ -	\$ -	\$ -	\$ -	84,159	Funds are population-based (1% of regions total allocation).

Total SB 125 Funds:	\$ 84,159	\$ -	\$ -	\$ -	\$ 84,159	
Total STATE Allocations:	\$ 1,459,385	\$ -	\$ -	\$ -	\$ 1,459,385	
FEDERAL:						
Regional Surface Transportation Program (RSTP)	\$ 830,697	\$ -	\$ -	\$ -	\$ 830,697	Passes through to Cities/County
- NEW Local Agency Distribution (2024/25):						Apportionment for FY 2023/24. Allocation will be received in 2024/25
Lakeport (8%)	\$ 86,046	\$ -	\$ -	\$ -	\$ 86,046	
Clearlake (22%)	\$ 236,625	\$ -	\$ -	\$ -	\$ 236,625	
Lake County (70%)	\$ 508,026	\$ -	\$ -	\$ -	\$ 508,026	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
- 2023/24 Carry-Over Funding:	\$ -	\$ -	\$ -	\$ -	\$ -	APC holds local agency funds until required documentation has been submitted.
Total RSTP Funds for Distribution:	\$ 830,697	\$ -	\$ -	\$ -	\$ 830,697	
Transit Pass-Through Funding						
5311 Federal Funds - FFY 2024	\$ 560,168	\$ -	\$ -	\$ -	\$ 560,168	FFY 2024-Regional Apportionment to LTA
Total FEDERAL Allocations:	\$ 1,390,865	\$ -	\$ -	\$ -	\$ 1,390,865	
GRAND TOTAL ALLOCATIONS	\$ 6,235,130	\$ -	\$ -	\$ -	\$ 6,235,130	

Updated: 6/4/24 AJP



LAKE COUNTY/CITY AREA PLANNING COUNCIL

FY 2023/24

AMENDMENT #2 - BUDGET SUMMARY - 11/8/23

REVENUES COMMENTS:

	Budget					Estimated Actual	COMMENTS:
	(Proposed) Adopted: 6/7/23	Amend: #1 8/9/23	Amend: #2 11/8/23				
LOCAL:							
Transportation Development Act (TDA)							
Local Transportation Funds (LTF)							
- 2023/24 Local Transportation Fund (LTF) Estimate	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000	2023/24 Approved LTF Estimate - Slight decrease based on EC Recommendation.
Local Transportation Fund Carryover:							
- Prior-Year Unallocated LTF Revenue	\$ 380,284	\$ -	\$ -	\$ -	\$ -	\$ 380,284	Unallocated LTF Funds received in prior year - BOE alloc. above the "Approved" LTF Est.
- Administration	\$ -	\$ 41,341	\$ -	\$ -	\$ -	\$ 41,341	Actual Admin Carryover funding available.
- LTF Reserve Fund Balance	\$ 556,928	\$ 3,312	\$ 500,000	\$ -	\$ -	\$ 1,060,240	Approved in June 2019 by APC Board. Amended 11/8/23.
- Planning and Programming OWP	\$ 30,000	\$ 87,533	\$ -	\$ -	\$ -	\$ 117,533	Actual LTF OWP Planning Carryover.
- Pedestrian and Bicycle Fund Balance	\$ 241,326	\$ -	\$ -	\$ -	\$ -	\$ 241,326	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$46,288)
- Community Transit Service Fund Balance / CTSA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Lake Links has been fully allocated for 2022/23.
- Public Transportation / LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	LTA has been fully allocated for 2022/23.
- Unrestricted Fund Balance	\$ -	\$ -	\$ 755,371	\$ -	\$ -	\$ 755,371	Balance = \$1,255,371 (Amended Balance reflects the \$500,000 LTF Reserve Allocation)
Total LTF Carryover:	\$ 1,208,538	\$ 132,186	\$ 1,255,371	\$ -	\$ -	\$ 2,596,095	
Total LOCAL Revenues:	\$ 2,808,538	\$ 132,186	\$ 1,255,371	\$ -	\$ -	\$ 4,196,095	
STATE:							
Planning Programming & Monitoring (PPM) Funds							
- 2023/24 NEW OWP Allocation	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	Funds Expire: 6/30/26
- 2022/23 Carryover OWP Allocation	\$ -	\$ 26,010	\$ -	\$ -	\$ -	\$ 26,010	2022/23 Actual Carryover PPM Funding (\$10,957 21/22 + \$15,053 22/23)
Total PPM Funds:	\$ 75,000	\$ 26,010	\$ -	\$ -	\$ -	\$ 101,010	
Rural Planning Assistance (RPA) Funds							
- 2023/24 NEW OWP Allocation	\$ 294,000	\$ -	\$ -	\$ -	\$ -	\$ 294,000	
- 2022/23 Carryover OWP Allocation	\$ -	\$ 9,368	\$ -	\$ -	\$ -	\$ 9,368	Actual RPA Funds carried over into the OWP.
Total RPA Funds:	\$ 294,000	\$ 9,368	\$ -	\$ -	\$ -	\$ 303,368	
Sustainable Planning Grant Funding							
- 2023/24 NEW Climate Adaptation Funding	\$ -	\$ -	\$ 178,564	\$ -	\$ -	\$ 178,564	Funding for the LC Wildfire Evacuation & Preparedness Plan (WE 615)
Total Sustainable Planning Grant Funds:	\$ -	\$ -	\$ 178,564	\$ -	\$ -	\$ 178,564	
Transportation Development Act (TDA)							
State Transit Assistance (STA) Funds							
- 2023/24 NEW Allocation (PUC) section 99313 & 99314	\$ 881,256	\$ (12,710)	\$ -	\$ -	\$ -	\$ 868,546	2023/24 STA Alloc. - based on revised estimate. 8/2023
- 2022/23 Carry-Over Funding	\$ -	\$ 77,258	\$ -	\$ -	\$ -	\$ 77,258	2022/23 actual carryover amount.
Total STA Funds:	\$ 881,256	\$ 64,548	\$ -	\$ -	\$ -	\$ 945,804	
State of Good Repair (SGR) Program Funds							
- 2023/24 NEW Allocation (PUC) section 99313 & 99314	\$ 113,545	\$ (298)	\$ -	\$ -	\$ -	\$ 113,247	2023/24 SGR Alloc. - Allocation based on revised estimate - 8/2023
- 2022/23 Carry-Over Funding	\$ -	\$ 209,407	\$ -	\$ -	\$ -	\$ 209,407	2022/23 actual carryover amount.
Total SGR Funds:	\$ 113,545	\$ 209,109	\$ -	\$ -	\$ -	\$ 322,654	
Total STATE Revenues:	\$ 1,363,801	\$ 309,035	\$ 178,564	\$ -	\$ -	\$ 1,851,400	
FEDERAL:							
Regional Surface Transportation Program (RSTP)							
- 2023/24 RSTP Local Agency Distribution:	\$ 843,388	\$ -	\$ -	\$ -	\$ -	\$ 843,388	Passes through to cities/County
- RSTP Carryover Funds:	\$ -	\$ 151,962	\$ -	\$ -	\$ -	\$ 151,962	Apportionment for FY 2022/23. Allocation will be received in 2023/24
Total RSTP Funds:	\$ 843,388	\$ 151,962	\$ -	\$ -	\$ -	\$ 995,350	2022/23 Carryover Amount.
Transit Pass-Through Funding							
5311 Federal Funds - FFY 2023	\$ 538,964	\$ -	\$ -	\$ -	\$ -	\$ 538,964	FFY 2023-Regional Apportionment to LTA
5311 (F) CARES Phase II Carryover - FY 2022/23	\$ 63,338	\$ -	\$ -	\$ -	\$ -	\$ 63,338	(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020
5311 CRRSAA Carryover - FY 2022/23	\$ 1,074,575	\$ -	\$ -	\$ -	\$ -	\$ 1,074,575	Coronavirus Response and Relief Supplemental Appropriations Act
5311 ARPA Funding - FY 2022/23	\$ 640,000	\$ -	\$ -	\$ -	\$ -	\$ 640,000	American Rescue Plan Act of 2021 - Pass through funding for transit agency.
5311 (F) ARPA Funding - FY 2022/23	\$ 208,681	\$ -	\$ -	\$ -	\$ -	\$ 208,681	American Rescue Plan Act of 2021 - Pass through funding for transit agency.
Total FEDERAL Revenues:	\$ 3,368,946	\$ 151,962	\$ -	\$ -	\$ -	\$ 3,520,908	
GRAND TOTAL REVENUES	\$ 7,541,284	\$ 593,183	\$ 1,433,935	\$ -	\$ -	\$ 9,568,402	

EXPENDITURES

COMMENTS:

	Budget					Estimated Actual	
	Adopted:	Amend: #1 8/9/23	Amend: #2 11/8/23				
LOCAL:							
Transportation Development Act (TDA)							
2023/24 Local Transportation Funds (LTF) Annual Priority Allocations							
- Administration Allocation							
<i>DBC Contract Ext. (July 1, 2023 to June 30, 2024)</i>	\$ 612,668	\$ -	\$ -	\$ -	\$ -	612,668	APC & LTA Admin Contract Extension Approved 4/5/23.
<i>Board Member Reimbursement for Meetings</i>	\$ 4,000	\$ -	\$ -	\$ -	\$ -	4,000	Board Member reimbursement to board members for meeting attendance.
<i>Training/Travel Expenses (uncontracted)</i>	\$ 7,000	\$ -	\$ -	\$ -	\$ -	7,000	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>	\$ 13,000	\$ -	\$ -	\$ -	\$ -	13,000	Annual requirement of TDA to audit LTF/STA funds.
<i>Performance Audit</i>	\$ -	\$ -	\$ -	\$ -	\$ -	-	No Triennial Performance Audit scheduled this year.
<i>Membership Dues -CalCOG, NARC, NSSR</i>	\$ 10,000	\$ -	\$ -	\$ -	\$ -	10,000	Facilitates communication between COGs, local officials, state/federal agencies & public
<i>Contingency</i>	\$ 8,000	\$ -	\$ -	\$ -	\$ -	8,000	Unexpected costs beyond typical annual budget expenses.
Sub-Total 2023/24 Admin Allocations	\$ 660,668	\$ -	\$ -	\$ -	\$ -	660,668	
- LTF Reserve Fund (5%) Allocation	\$ 80,000	\$ -	\$ -	\$ -	\$ -	80,000	(5% of LTF Estimate \$1.6M)
- Planning and Programming (3%) Allocation	\$ 196,682	\$ -	\$ -	\$ -	\$ -	196,682	New Overall Work Program Planning Amount for FY 2023/24.
- Pedestrian and Bicycle (2%) Allocation	\$ 18,787	\$ -	\$ -	\$ -	\$ -	18,787	2% LTF Allocation for Bike and Pedestrian Purposes
- Community Transit Service (5%) Allocation - CTSA Artic	\$ 46,967	\$ -	\$ -	\$ -	\$ -	46,967	These funds will be allocated to Lake Links, CTSA for Lake County.
- Public Transportation Allocation - Lake Transit Authorit	\$ 977,181	\$ -	\$ -	\$ -	\$ -	977,181	FY 2023/24 Transit Allocation
Total 2023/24 LTF Allocations:	\$ 1,980,284	\$ -	\$ -	\$ -	\$ -	1,980,284	Total LTF Revenue through Apportionment
Local Transportation Fund Carryover :							
- Administration (Act. 531)	\$ -	\$ 41,341	\$ -	\$ -	\$ -	41,341	
- LTF Reserve Fund Balance (Act. 534)	\$ 556,928	\$ 3,312	\$ 500,000	\$ -	\$ -	1,060,240	Additional Allocation proposed to the LTF Reserve.
- Planning and Programming OWP (Act. 532)	\$ 30,000	\$ 87,533	\$ -	\$ -	\$ -	117,533	2022/23 Actual Carryover
- Pedestrian and Bicycle Fund Balance (Act. 526)	\$ 241,326	\$ -	\$ -	\$ -	\$ -	241,326	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$46,288)
- Community Transit Service Fund Balance (Act. 414)	\$ -	\$ -	\$ -	\$ -	\$ -	-	No expected carryover from FY 2022/23.
- Public Transportation / LTA Allocation (Act. 412)	\$ -	\$ -	\$ -	\$ -	\$ -	-	No expected carryover from FY 2022/23.
- Unrestricted Fund Balance (Act. 527)	\$ -	\$ -	\$ 755,371	\$ -	\$ -	755,371	Balance = \$1,255,371 (Amended Balance reflects the \$500,000 LTF Reserve Allocation).
Total LTF Carryover :	\$ 828,254	\$ 132,186	\$ 1,255,371	\$ -	\$ -	2,215,811	
Total LOCAL Allocations:	\$ 2,808,538	\$ 132,186	\$ 1,255,371	\$ -	\$ -	4,196,095	
STATE:							
Planning Programming & Monitoring (PPM) Funds							
- 2023/24 NEW OWP Allocation	\$ 75,000	\$ -	\$ -	\$ -	\$ -	75,000	2023/24 PPM Allocation Amount
- 2022/23 <i>Carryover</i> OWP Allocation	\$ -	\$ 26,010	\$ -	\$ -	\$ -	26,010	2022/23 Actual Carryover PPM Funding (\$10,957 21/22 + \$15,053 22/23)
Total PPM Allocations:	\$ 75,000	\$ 26,010	\$ -	\$ -	\$ -	101,010	
Rural Planning Assistance Funds (RPA)							
- 2023/24 NEW OWP Allocation	\$ 294,000	\$ -	\$ -	\$ -	\$ -	294,000	
- 2022/23 <i>Carryover</i> OWP Allocation	\$ -	\$ 9,368	\$ -	\$ -	\$ -	9,368	Actual RPA Funds carried over into the OWP.
Total RPA Funds:	\$ 294,000	\$ 9,368	\$ -	\$ -	\$ -	303,368	
Sustainable Planning Grant Funding							
- 2023/24 NEW Climate Adaptation Funding	\$ -	\$ -	\$ 178,564	\$ -	\$ -	178,564	Funding for the LC Wildfire Evacuation & Preparedness Plan (WE 615)
Total Sustainable Planning Grant Funds:	\$ -	\$ -	\$ 178,564	\$ -	\$ -	178,564	
Transportation Development Act (TDA)							
State Transit Assistance (STA) Funds							
- 2023/24 NEW Allocation (PUC) section 99313 & 99314	\$ 881,256	\$ (12,710)	\$ -	\$ -	\$ -	868,546	2023/24 STA Alloc. - based on revised estimate. 8/2023
- 2022/23 <i>Carry-Over</i> Funding	\$ -	\$ 77,258	\$ -	\$ -	\$ -	77,258	2022/23 actual carryover amount.
Total STA Funds:	\$ 881,256	\$ 64,548	\$ -	\$ -	\$ -	945,804	
State of Good Repair (SGR) Program Funds							
- 2023/24 NEW Allocation (PUC) section 99313 & 99314	\$ 113,545	\$ (298)	\$ -	\$ -	\$ -	113,247	2023/24 SGR Alloc. - Allocation based on revised estimate - 8/2023
- 2022/23 <i>Carry-Over</i> Funding	\$ -	\$ 209,407	\$ -	\$ -	\$ -	209,407	2022/23 actual carryover amount.
Total SGR Funds:	\$ 113,545	\$ 209,109	\$ -	\$ -	\$ -	322,654	
Total STATE Allocations:	\$ 1,363,801	\$ 309,035	\$ 178,564	\$ -	\$ -	1,851,400	
FEDERAL:							
Regional Surface Transportation Program (RSTP)							
- NEW Local Agency Distribution (2023/24):	\$ 843,388	\$ -	\$ -	\$ -	\$ -	843,388	Passes through to Cities/County Apportionment for FY 2022/23. Allocation will be received in 2023/24
Lakeport (8%)	\$ 87,061	\$ -	\$ -	\$ -	\$ -	87,061	
Clearlake (22%)	\$ 239,417	\$ -	\$ -	\$ -	\$ -	239,417	
Lake County (70%)	\$ 516,910	\$ -	\$ -	\$ -	\$ -	516,910	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
- 2022/23 <i>Carry-Over</i> Funding:	\$ -	\$ 151,962	\$ -	\$ -	\$ -	151,962	APC holds local agency funds until required documentation has been submitted.

Total RSTP Funds for Distribution:	\$	843,388	\$	151,962	\$	-	\$	-	\$	995,350	
Transit Pass-Through Funding											
<u>5311 Federal Funds - FFY 2023</u>	\$	538,964	\$	-	\$	-	\$	-	\$	538,964	FFY 2023-Regional Apportionment to LTA
<u>5311 (F) CARES Phase II Carryover - FY 2022/23</u>	\$	63,338	\$	-	\$	-	\$	-	\$	63,338	(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020
<u>5311 CRRSAA Carryover - FY 2022/23</u>	\$	1,074,575	\$	-	\$	-	\$	-	\$	1,074,575	Coronavirus Response and Relief Supplemental Appropriations Act
<u>5311 ARPA Funding - FY 2022/23</u>	\$	640,000	\$	-	\$	-	\$	-	\$	640,000	American Rescue Plan Act of 2021 - Pass through funding for transit agency.
<u>5311 (F) ARPA Funding - FY 2022/23</u>	\$	208,681	\$	-	\$	-	\$	-	\$	208,681	American Rescue Plan Act of 2021 - Pass through funding for transit agency.
Total FEDERAL Allocations:	\$	3,368,946	\$	151,962	\$	-	\$	-	\$	3,520,908	
GRAND TOTAL ALLOCATIONS	\$	7,541,284	\$	593,183	\$	1,433,935	\$	-	\$	9,568,402	

Updated: 10/31/23 AJP



LAKE COUNTY/CITY AREA PLANNING COUNCIL

FY 2022/23

AMENDMENT #2 - BUDGET SUMMARY - 2/8/23

REVENUES COMMENTS:

	Budget				Actual				Year-to-Date Total	COMMENTS:
	Adopted: 6/1/22	1st Amend: 8-10-22	2nd Amend: 2-8-23	Actual	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.		
LOCAL:										
Local Transportation Funds (LTF)										
Local Transportation Funds (LTF) Estimated-2022/23	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 1,700,000					2022/23 LTF Estimate - Slight Decrease based on Executive Committee Meeting
LTF Prior-Year Unallocated LTF Revenue	\$ -	\$ 246,244	\$ -	\$ -	\$ 246,244					
LTF Carry-Over from 2021/22 Work Program	\$ 117,502	\$ 57,765	\$ -	\$ -	\$ 175,267					Reflects 2022/23 Actual LTF Carryover for the Overall Work Program.
LTF - OWP Planning Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -					
LTF Carry-Over from 2021/22 LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -					No carryover remains unallocated from 2021/22.
LTF Carry-over -2% Bike & Ped - 2021/22 Allocation	\$ 219,451	\$ -	\$ -	\$ -	\$ 219,451					Lakeport Balance = \$143,857+ County Balance = \$51,181 + 21/22 Allocation
LTF Carry-over - Administration - 2021/22 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -					
LTF Carry-over -5% CTSA- 2021/22 Allocation	\$ -	\$ -	\$ 50,130	\$ -	\$ 50,130					CTSA Account Carryover from previous year allocations. Funds will be released to Lake Links.
LTF Carry-Over - Unrestricted Account 2021/22	\$ -	\$ -	\$ -	\$ -	\$ -					
LTF - Reserve Fund	\$ 469,780	\$ -	\$ -	\$ -	\$ 469,780					
Total Local Transportation Funds:	\$ 2,506,733	\$ 304,009	\$ 50,130	\$ -	\$ 2,860,872					
Total Local Revenues:	\$ 2,506,733	\$ 304,009	\$ 50,130	\$ -	\$ 2,860,872					
STATE:										
Planning Programming & Monitoring (PPM) Funds										
Planning Programming & Monitoring (PPM) Funds-2022/23	\$ 47,000	\$ -	\$ -	\$ -	\$ 47,000					
PPM Carry-Over Funds from 2021/22 Work Program	\$ 15,000	\$ 15,457	\$ -	\$ -	\$ 30,457					Reflects 2022/23 Actual PPM Carryover for the Overall Work Program. (\$19,000 - FY 20.21 + \$11,457 - FY 21.22)
Total PPM Funds:	\$ 62,000	\$ 15,457	\$ -	\$ -	\$ 77,457					
Rural Planning Assistance Funds (RPA)										
Rural Planning Assistance (RPA) Funds programmed in 2022/23	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000					2022/23 Allocation for Planning
RPA Carryover Funds from 2021/22 OWP	\$ 10,000	\$ 18,422	\$ -	\$ -	\$ 28,422					Reflects 2022/23 Actual RPA Carryover for the Overall Work Program.
Total RPA Funds:	\$ 304,000	\$ 18,422	\$ -	\$ -	\$ 322,422					
State Transit Assistance (STA) Funds										
STA Allocation to Lake Transit Authority 2022/23	\$ 627,325	\$ 239,310	\$ -	\$ -	\$ 866,635					2022/23 STA Alloc. - (REVISED) Allocation based on 8/1/22 Estimate.
STA Carry-Over to Lake Transit Authority 2021/22	\$ -	\$ 167,209	\$ -	\$ -	\$ 167,209					2021/22 Actual Carryover amount.
Total STA Funds:	\$ 627,325	\$ 406,519	\$ -	\$ -	\$ 1,033,844					
State of Good Repair (SGR) Program Funds										
State of Good Repair Program Allocation 2022/23	\$ 103,325	\$ 6,057	\$ -	\$ -	\$ 109,382					2022/23 SGR Alloc. - (REVISED) Allocation based on 8/1/22 Estimate.
State of Good Repair Program Carryover 2021/22	\$ -	\$ 100,904	\$ -	\$ -	\$ 100,904					2021/22 Actual Carryover amount.
Total SGR Funds:	\$ 103,325	\$ 106,961	\$ -	\$ -	\$ 210,286					
Total State Revenues:	\$ 1,096,650	\$ 547,359	\$ -	\$ -	\$ 1,644,009					
FEDERAL:										
Regional Surface Transportation Program (RSTP)										
RSTP Local Agency Distribution (2022/23):	\$ 700,917	\$ -	\$ -	\$ -	\$ 700,917					Passes through to cities/County
RSTP Carryover (2021/22):	\$ -	\$ 280,424	\$ -	\$ -	\$ 280,424					Apportionment for FY 2021/22. Allocation will be received in 2022/23
Total RSTP Funds for Distribution:	\$ 700,917	\$ 280,424	\$ -	\$ -	\$ 981,341					2021/22 Actual Carryover amount.
FTA - Sustainable Communities Grant										
Transit Development Plan Update (WE 615)-FY 2021/22	\$ 75,250	\$ (328)	\$ -	\$ -	\$ 74,922					Reflects 2022/23 Actual Carryover for the Overall Work Program.
Total FTA Funds:	\$ 75,250	\$ (328)	\$ -	\$ -	\$ 74,922					
5311 Federal Funds - FFY 2021	\$ 406,458	\$ -	\$ -	\$ -	\$ 406,458					FFY 2021-Regional Apportionment to LTA
5311 CARES Phase II Carryover - FY 2021/22	\$ 277,496	\$ -	\$ -	\$ -	\$ 277,496					(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
5311 (F) CARES Phase I Carryover - FY 2021/22	\$ 90,767	\$ -	\$ -	\$ -	\$ 90,767					
5311 (F) CARES Phase II Carryover - FY 2021/22	\$ 495,482	\$ -	\$ -	\$ -	\$ 495,482					
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	\$ 280,096	\$ -	\$ -	\$ 3,401,041					
GRAND TOTAL REVENUES	\$ 6,724,328	\$ 1,131,464	\$ 50,130	\$ -	\$ 7,905,922					

ALLOCATIONS COMMENTS:

Adopted:	Budget				Actual				Year-to-Date Total	COMMENTS:
	1st Amend: 8-10-22	2nd Amend: 2-8-23	Adjustment	Estimated	Actual	1st Qtr.	2nd Qtr.	3rd Qtr.		

LOCAL:							
Local Transportation Funds (LTF)							
Administration Breakdown:							
DBC Contract Extension (July 1, 2022 to June 30, 2023)	\$ 566,267	\$ -	\$ -	\$ -	\$ -	566,267	APC & LTA Admin Contract Extension Approved 3/9/22.
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	\$ -	\$ -	\$ -	\$ -	\$ -	-	No 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 2022/23 Administration Allocations	\$ 606,267	\$ -	\$ -	\$ -	\$ -	606,267	
LTF Carry-Over - Administration - 2021/22 Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	-	
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	\$ 57,765	\$ -	\$ -	\$ -	175,267	Reflects 2022/23 Actual LTF Carryover for the Overall Work Program.
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	\$ -	\$ -	\$ 50,130	\$ -	\$ -	50,130	CTSA Acct Carryover from previous year allocations. Funds will be released to Lake Links.
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	\$ -	\$ 246,244	\$ -	\$ -	\$ -	246,244	Prior year unallocated funds will be included in the FY 23/24 Apportionment Process.
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	\$ 304,009	\$ 50,130	\$ -	\$ -	2,860,872	
Total Local Allocations:	\$ 2,506,733	\$ 304,009	\$ 50,130	\$ -	\$ -	2,860,872	
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	\$ 15,457	\$ -	\$ -	\$ -	30,457	Reflects 2022/23 Actual PPM Carryover for the Overall Work Program.
Total PPM Allocations:	\$ 62,000	\$ 15,457	\$ -	\$ -	\$ -	77,457	
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	\$ 18,422	\$ -	\$ -	\$ -	28,422	Reflects 2022/23 Actual RPA Carryover for the Overall Work Program.
Total RPA Funds:	\$ 304,000	\$ 18,422	\$ -	\$ -	\$ -	322,422	
State Transit Assistance (STA) Funds							
STA Allocation to Lake Transit Authority 2022/23	\$ 627,325	\$ 239,310	\$ -	\$ -	\$ -	866,635	2022/23 (REVISED) STA Alloc. - Additional funds require revised claim from LTA for Alloc.
STA Carry-Over to Lake Transit Authority	\$ -	\$ 167,209	\$ -	\$ -	\$ -	167,209	2021/22 Actual Carryover amount.
Total STA Funds:	\$ 627,325	\$ 406,519	\$ -	\$ -	\$ -	1,033,844	
State of Good Repair (SGR) Program Funds							
State of Good Repair Program Allocation 2022/23	\$ 103,325	\$ 6,057	\$ -	\$ -	\$ -	109,382	2022/23 (REVISED) SGR Alloc. - Allocation based on estimate - Aug 2022.
State of Good Repair Program Carryover	\$ -	\$ 100,904	\$ -	\$ -	\$ -	100,904	2021/22 Actual Carryover amount.
Total SGR Funds:	\$ 103,325	\$ 106,961	\$ -	\$ -	\$ -	210,286	
Total State Allocations:	\$ 1,096,650	\$ 547,359	\$ -	\$ -	\$ -	1,644,009	
FEDERAL:							
Regional Surface Transportation Program (RSTP)							
RSTP Local Agency Distribution (2022/23):	\$ 700,917	\$ -	\$ -	\$ -	\$ -	700,917	Passes through to cities/County
Lakeport (8%)	\$ 75,663	\$ -	\$ -	\$ -	\$ -	75,663	Apportionment for FY 2020/21. Allocation will be received in 2022/23
Clearlake (22%)	\$ 208,074	\$ -	\$ -	\$ -	\$ -	208,074	
Lake County (70%)	\$ 417,180	\$ -	\$ -	\$ -	\$ -	417,180	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
RSTP Carryover (2021/22):	\$ -	\$ 280,424	\$ -	\$ -	\$ -	280,424	2021/22 Actual RSTP Carryover Amount.
Total RSTP Funds for Distribution:	\$ 700,917	\$ 280,424	\$ -	\$ -	\$ -	981,341	
FTA - Sustainable Communities Grant							
Transit Development Plan Update (WE 615)-FY 2021/22	\$ 75,250	\$ (328)	\$ -	\$ -	\$ -	74,922	Reflects 2022/23 Actual Carryover for the Overall Work Program.
Total FTA Funds:	\$ 75,250	\$ (328)	\$ -	\$ -	\$ -	74,922	
5311 Federal Funds - FFY 2021	\$ 406,458	\$ -	\$ -	\$ -	\$ -	406,458	FFY 2021-Regional Apportionment to LTA
5311 CARES Phase II Carryover - FY 2021/22	\$ 277,496	\$ -	\$ -	\$ -	\$ -	277,496	(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
5311 (F) CARES Phase I Carryover - FY 2021/22	\$ 90,767	\$ -	\$ -	\$ -	\$ -	90,767	
5311 (F) CARES Phase II Carryover - FY 2021/22	\$ 495,482	\$ -	\$ -	\$ -	\$ -	495,482	
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 Allocations:	\$ 3,120,945	\$ 280,096	\$ -	\$ -	\$ -	3,401,041	Updated: 2/2/23 AJP
GRAND TOTAL ALLOCATIONS	\$ 6,724,328	\$ 1,131,464	\$ 50,130	\$ -	\$ -	7,905,922	

SUPPORTING DOCUMENTATION FOR 2024/25 APC BUDGET

- NOTES ON FUNDING SOURCES
- TRANSPORTATION DEVELOPMENT ACT (TDA) BUDGET CALENDAR
- PROPOSED APC RESOLUTIONS 24-25-1 THROUGH 24-25-10
- 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 2024/25
- LAKE LINKS, CTSA CLAIM LETTER FOR 5% LTF FUNDING FOR FY 2024/25



LAKE COUNTY/CITY AREA PLANNING COUNCIL

2024/25 BUDGET

Explanatory Notes on Funding Sources

June 12, 2024

LTF - Local Transportation Fund

- Generated from quarter-cent countywide sales tax
- Governed by the Transportation Development Act (TDA)
- Allocated by the designated Regional Transportation Planning Agency
- Fund estimates are provided through the Apportionment Process that begins in February every year.
- These revenues support transportation planning and public transit systems according to TDA

LTF Unrestricted Fund Balance

- Fund balance due to unanticipated funds generated above Local Transportation Funds (LTF) estimates, and/or unexpended funds from projects in the annual Work Program
- Unallocated funds received in excess of previous years LTF estimate will be included in next year's apportionment process and released to the transit agency.

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 the required cash match from local planning funds in Overall Work Program

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.

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 is named as an 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

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 allocated in the Overall Work Program must be spent within three years of receiving them

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.

SENATE BILL 125

- SB 125 amended the State's Budget Act of 2023 to appropriate a total of \$5.1 billion to the Transit and Intercity Rail Capital Program (TIRCP) and the new Zero-Emission Transit Capital Program (ZETCP)
- Program will continue over a Four-Year Period
- Funding will be distributed by formulas based on both population and transit revenues
- Lake Area Planning Council as the regional implementing agency will allocate funding
- Currently the Governor's Administration implemented a spending freeze on these transit funds, however, the State Budget is scheduled to be passed by June 15, potentially reinstating these funds.

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

- The Sustainable Transportation Planning Grant Program was created to support the Caltrans Mission: Provide a safe and reliable transportation network that serves all people and respects the environment.
- California legislature passed SB 1 – The Road Repair and Accountability Act of 2017 to provide a reliable fund source to maintain and integrate the State's multi-modal transportation system.
- In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle.
- Grant funding available under this program includes (applicable to Lake APC); Sustainable Communities Competitive, Climate Adaptation Planning, Strategic Partnerships, and Strategic Partnerships – Transit.
- Local Match funds are required for each grant award, dependent on grant program award.



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 24-25-1

ALLOCATION FOR 2024/25 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 2024/25 will be approximately the sum of \$705,146; and WHEREAS, the projected expenses are necessary and reasonable,

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates the sum of \$705,146 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 2023/24 for the APC, Lake Transit Authority and SAFE in the approximate sum of \$15,000.
2. Payment to the Lake County Auditor's Office for services to be performed in the year 2024/25 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 \$630,146 in the following monthly installments:
 - July 2024 through September 2024 - \$51,056/month
 - October 2024 through June 2025 - \$52,997.56/month
4. Payment to the Area Planning Council members for training and travel for each meeting attended up to \$4,000.
5. Membership dues to CalCOG, NARC and NSSR in the amount of \$10,000.
6. Contingency funds in the amount of \$8,000 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 \$7,000 to be used for travel not included in the contract or Work Program.
8. Payment for the Triennial Performance Audits for FY 2021/22, 2022/23, 2023/24 for the APC, Lake Transit Authority and SAFE in the approximate sum of \$25,000.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 12th day of June 2024, 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 24-25-2

ALLOCATION OF 2024/25 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 \$17,897 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 12th day of June 2024, 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 24-25-3

ALLOCATION FOR 2024/25 WORK PROGRAM

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

WHEREAS, the Area Planning Council has approved the proposed 2024/25 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, 2023/24 Work Program has carry-over funding into the 2024/25 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 \$59,790 to be expended upon the 2024/25 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 12th day of June 2024, 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 24-25-4

2024/25 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 \$1,021,686 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 2024/25.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 12th day of June 2024, 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 24-25-5

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 \$839,582 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 2024/25.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 12th day of June 2024, 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 24-25-6

APPROVAL OF 2024/25 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 2024/25 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 2024/25 funding;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake County/City Area Planning Council hereby approves the 2024/25 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 12th day of June 2024, 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 24-25-7

ALLOCATION OF 2024/25 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 \$44,743 to the Consolidated Transportation Service Agency for Non-Emergency Medical Transportation (NEMT) purposes for FY 2024/25 pursuant to the Public Utilities Code Section 99233.7.

Adoption of this Resolution was moved by Director_____, seconded by Director_____, and carried on this 12th day of June 2024, 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 24-25-8

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 \$116,644 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 2024/25.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 12th day of June 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Resolution No. 24-25-8

Page 2 of 2

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

ATTEST: Lisa Davey-Bates
Executive Director

Stacey Mattina, Chair
APC Member

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LAKE COUNTY/CITY AREA PLANNING COUNCIL

RESOLUTION 24-25-9

2024/25 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 2023/24 Fiscal Year exceeded the LTF Estimate allowing for allocation of 5% of the 2024/25 LTF Estimate in the amount of \$80,000 to the LTF Reserve Fund.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Area Planning Council hereby allocates from Local Transportation Funds the sum of \$80,000 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 12th day of June 2024, 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 24-25-10

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS REQUIRED TO PROCESS FEDERAL & STATE FUNDS FOR LAKE APC APPROVED PROJECTS

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

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

WHEREAS, the Lake County/City Area Planning Council is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation and

WHEREAS, Lake APC manages the annual transportation planning work program for this region, and is eligible to receive, and to distribute to other eligible claimants, Federal and State funding for certain transportation projects, through the California Department of Transportation (Caltrans);

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and other documents and certifications are routinely required to be executed with Caltrans before any such funds can be claimed;

WHEREAS, Lake APC reaffirms its intent to delegate to the Executive Director authorization to execute such agreements and any amendments thereto, and this resolution formalizes, and documents Lake APC's customary practice of delegating routine matters to the Executive Director; therefore, be it

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake Area Planning Council's Executive Director is hereby authorized to execute any agreement necessary to administer and process funding of project already approved or programmed by the Board of Directors.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 12th day of June 2024, 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

EXTENSION of PROFESSIONAL SERVICES AGREEMENT

with

Davey-Bates Consulting

This **Fifth 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, April 14, 2021, and March 9, 2022, is now being entered into on April 5, 2023, by and between **APC** and **Contractor**.

Whereas, the current Professional Services Agreement will expire on September 30, 2023; and

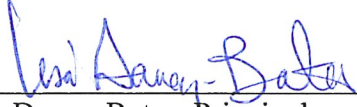
Whereas, Section 13. Contract Terms, of the existing agreement states, “*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*”

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

1. The term of this Agreement shall be extended from October 1, 2023 through September 30, 2024.
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 2023/24 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.

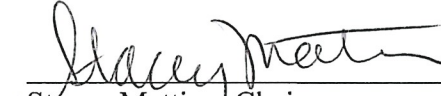
ALL OTHER TERMS AND CONDITIONS of the original agreement, and first and second amendments shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

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

Date: 4/14/23



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 4/14/2023

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

ADMINISTRATIVE AND FISCAL STAFFING SERVICES

This Agreement is entered into on October 1, 2024, by and between the Lake Area Planning Council, hereinafter referred to as the "APC", and Davey-Bates Consulting, hereinafter referred to as "Consultant."

RECITALS:

The APC may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The APC is lead agency for the Administrative and Fiscal Staffing Services hereinafter referred to as the "Project," funded by local, state and federal funds. The APC shall be responsible for the successful completion of this Project.

All services performed by APC, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Lake laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Lake laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Lake laws and regulations, respectively.

The APC and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in attachments, incorporated herein by reference. Professional services described in Exhibit A may be refined or amended by agreement of the APC and Consultant.

Exhibit A: Scope, Schedule and Budget to provide professional services to Lake APC to conduct the Administrative and Fiscal Staffing Services.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof or as established by the Board of Directors.

2. COMPENSATION

Compensation for the base fiscal year of service is \$657,360. This amount will be prorated to reflect the agreement start date of October 1, 2024. Compensation for subsequent fiscal years will be escalated to reflect the accumulated Consumer Price Index (CPI) and other potential cost increases, including merit salary adjustments and health benefit costs, proposed by the consultant during the annual budget development process and approved by the Board. This shall include compensation for completing the tasks and products identified in Exhibit A.

Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibit.

The APC shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on a monthly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

3. INVOICES AND DISBURSEMENT

The APC will pay Consultant in equal monthly installments based on the annualized compensation for each fiscal year. The APC will make payments within 30 days of receipt of Consultant's invoices. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If the APC substantially alters the scope of work, the annualized compensation may be changed by Supplemental Agreement or an Amendment signed by both the APC and Consultant.

4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibit A shall be in formats acceptable to the APC. The APC will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables within the scope of work, until the final deliverables are accepted by the APC.

5. SERVICES OF THE LAKE COUNTY/CITY AREA PLANNING COUNCIL

The APC shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The APC shall place at the disposal of Consultant all available information pertinent to the project.

6. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2024 to September 30, 2029. Execution of this Agreement by the APC shall constitute Consultant's authority to proceed 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 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the APC by September 30, 2029. At least six months prior to contract termination, the APC Board or its delegate shall conduct a performance review of the Consultant and a cost analysis. Based on the results of the performance review and cost analysis, the Board may elect to amend this contract

for an additional period of time not to exceed five years.

Extensions of the above term may be made only upon written authorization by the APC.

Consultant 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.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

APC, Consultant 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. Copies will be made and furnished by APC upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data (“Work Product”) as required by this Agreement shall be and shall remain the property of the APC and State. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement (“Background IP”), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants the APC an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the APC. Consultant shall secure all licenses necessary for the APC to utilize Consultant’s services and the Work Product for their intended purposes.

Consultant is advised that, according to Government Code Section 7550, which states in part that *“Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.”*

9. TERMINATION

At any time the APC may suspend indefinitely or abandon the project, or any part thereof, and may require Consultant to suspend the performance of its services. In the event the APC abandons or suspends the project, Consultant shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should the APC determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or

invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of the APC, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the APC shall have the right to give notice in writing to Consultant of its intention to terminate this Agreement. The notice shall be delivered to Consultant at least one hundred and twenty (120) days prior to the date of termination specified in the notice. Upon such termination the APC shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the APC and pay Consultant for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by the APC due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the APC for any damages, general or consequential, which the APC may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the APC and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the APC harmless only to the extent Consultant caused the injury, damage, or loss. The APC agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The APC shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Consultant and the APC and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the APC or its contractors or their respective employees, officers and agents

The APC agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

11. INSURANCE

Consultant, 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, Consultant and any other independent contractor from any and all claims which may arise from

operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

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

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000 Each Occurrence and Vehicle/Property Damage - \$250,000 Each Occurrence

OR

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

AND

General Liability - \$1,000,000 per Occurrence for Bodily Injury, Personal Injury and Property Damage

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.

Consultant 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 Consultant 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 Consultant 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.

The Consultant shall sign and file with the APC a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The APC relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the APC will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

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

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, APC, Consultant 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, Consultant and its sub-consultants 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 consultant 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.

Cost Principles. APC, Consultant and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, Part 200, Uniform Administrative Requirements, Cost Administrative Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. APC, Consultant and its sub-consultants 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. Copies will be made and furnished by APC upon request, at no cost to State.

APC, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

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

15. INDEPENDENT CONSULTANT

Both the APC and Consultant 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 Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

The Consultant 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 Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

The APC and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the APC nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Name: Chair of the APC Board
Address: 525 S. Main Street, Suite G
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Lake County, California.

20. 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.

Stacey Mattina, Chair
Lake County/City Area Planning Council

Lisa Davey-Bates, Owner
Davey-Bates Consulting

Federal ID No.: _____

DAVEY-BATES CONSULTING - COST PROPOSAL

Davey-Bates Consulting has provided a cost estimate that provides detailed information necessary to conduct planning services for the first year of the proposed contract period. It should be noted that this estimate does not provide for cost escalations that might occur during the contract period related to merit adjustments, cost of living increases, or rising health insurance costs. The table below outlines a summary of estimated costs for the first year of the contract.

Administrative services to Lake APC, LTA, and the Lake SAFE shall be reimbursed on a monthly basis, based on the rates identified below.

LAKE COUNTY/CITY AREA PLANNING COUNCIL – ADMINISTRATIVE AND FISCAL SERVICES

2024/2025 ASSIGNMENT OF HOURS & COST PLAN

Position	Hourly Rate	LAKE APC		LAKE TRANSIT		LAKE SAFE	
		Hours per Week	Annual Cost	Hours Per Week	Annual Cost	Hours Per Week	Annual Cost
Principal, Exec. Director	\$185.93	20	\$157,133	8	\$62,740	2	\$15,826
Program Manager	\$123.90	8	\$43,613	24	\$130,838		
Project Manager	\$115.02	12	\$66,252	5	\$27,561	1	\$5,565
Planning Associate	\$85.28	10	\$37,523	10	\$37,523		
Regional Project Analyst	\$80.16	12	\$43,671	8	\$29,114		
2024/2025 Total			\$348,192		\$287,777		\$21,391

* Assuming the contract will become effective on October 1, 2024; the Lake APC proposal shown in FY 2024/25 will be reduced to \$261,144, the LTA will be reduced to \$215,834 and the Lake SAFE base proposal will be reduced to \$16,043, which is 75% of the base year total.

Fully-weighted rates outlined in the proposal include professional transportation planning services, clerical services, office space, utilities, reproduction of materials, hotels, meals and mileage related to business travel, telephone and internet services, furniture and equipment, postage and delivery, publications, public service announcements and legal notices, office supplies, trainings and conferences, health insurance, sick, vacation and retirement benefits, contractor insurance (liability and disability) and all other operating expenses. Costs for legal services, environmental reviews, audits, and other insurances beyond that required of the contractor shall be funded separately by Lake APC.

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, April 14, 2021, and March 9, 2022, is now entered into on April 5, 2023, by and between **APC** and **Contractor**.

Whereas, the current extension period of the Professional Services Agreement will expire on September 30, 2023; and

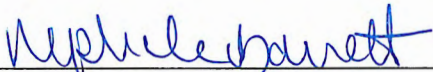
Whereas, Section 13. Contract Terms, of the existing agreement states, “...*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR*; and

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

1. The term of this Agreement shall be extended from October 1, 2023 through September 30, 2024.
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 23/24 Budget for the term of this extension.
3. **APC** and **Contractor** may exercise the option for this fifth one-year 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.

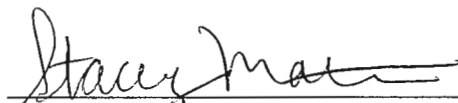
ALL OTHER TERMS AND CONDITIONS of the original agreement and first amendment shall remain in full force and effect unless amended in writing by both **APC** and **Contractor**.

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

Date: 4-18-23



Stacey Mattina, Chair
Lake County/City Area Planning

Date: 4/11/2023

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, 10/1/23 through 9/30/24, covers the last three quarters of FY 23/24 and first quarter of FY 24/25.

LAKE COUNTY/CITY AREA PLANNING COUNCIL

AGREEMENT FOR PROFESSIONAL SERVICES

PLANNING SERVICES

This Agreement is entered into on October 1, 2024, by and between the Lake Area Planning Council, hereinafter referred to as the "APC", and Dow & Associates hereinafter referred to as "Consultant."

RECITALS:

The APC may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The APC is lead agency for the Planning Services hereinafter referred to as the "Project," funded by local, state and federal; funds. The APC shall be responsible for the successful completion of this Project.

All services performed by APC, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Lake laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Lake laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Lake laws and regulations, respectively.

The APC and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in attachments, incorporated herein by reference. Professional services described in Exhibit A may be refined or amended by agreement of the APC and Consultant.

Exhibit A: Scope, Schedule and Budget to provide professional services to Lake APC to conduct the Planning Services.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof as negotiated by the Board of Directors.

2. COMPENSATION

Compensation for the base fiscal year of service is \$389,817.14. This amount will be prorated to reflect the agreement start date of October 1, 2024. Compensation for subsequent fiscal years will be escalated to reflect the accumulated Consumer Price Index (CPI) and other potential cost increases, including merit salary adjustments and health benefit costs, proposed by the consultant during the annual budget development process and approved by the Board. This shall include compensation for completing the tasks and products identified in Exhibit A.

Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibit.

The APC shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly/monthly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

3. INVOICES AND DISBURSEMENT

The APC will pay Consultant based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore APC will not pay Consultant for any such increases to actual costs incurred.

The APC shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget. The APC will make payments within 30 days of receipt of Consultant's invoices.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If the APC substantially alters the scope of work, the annualized compensation may be changed by Supplemental Agreement or an Amendment signed by both the APC and Consultant.

4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibit A shall be in formats acceptable to the APC. The APC will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables within the Scope of Work, until the final deliverables are accepted by the APC.

5. SERVICES OF THE LAKE COUNTY/CITY AREA PLANNING COUNCIL

The APC shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The APC shall place at the disposal of Consultant all available information pertinent to the project.

6. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2024 to September 30, 2029. Execution of this Agreement by the APC shall constitute Consultant's authority to proceed 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 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the APC by September 30, 2029. At least six months prior to contract termination, the APC Board or its delegate shall conduct a performance review of the Consultant and a cost analysis. Based on the results of the performance review and cost analysis, the Board may elect to amend this contract for an additional period of time not to exceed five years.

Extensions of the above term may be made only upon written authorization by the APC. Consultant 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.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

APC, Consultant 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. Copies will be made and furnished by APC upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data ("Work Product") as required by this Agreement shall be and shall remain the property of the APC and State. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants the APC an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the APC. Consultant shall secure all licenses necessary for the APC to utilize Consultant's services and the Work Product for their intended purposes.

Consultant is advised that, according to Government Code Section 7550, which states in part that "*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost*

for work by non-employees of the public agency exceeds \$5,000.”

9. TERMINATION

At any time the APC may suspend indefinitely or abandon the project, or any part thereof, and may require Consultant to suspend the performance of its services. In the event the APC abandons or suspends the project, Consultant shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should the APC determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of the APC, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the APC shall have the right to give notice in writing to Consultant of its intention to terminate this Agreement. The notice shall be delivered to Consultant at least one hundred and twenty (120) days prior to the date of termination specified in the notice. Upon such termination the APC shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the APC and pay Consultant for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by the APC due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the APC for any damages, general or consequential, which the APC may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the APC and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the APC harmless only to the extent Consultant caused the injury, damage, or loss. The APC agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The APC shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Consultant and the APC and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the APC or its contractors or their respective employees, officers and agents

The APC agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

11. INSURANCE

Consultant, 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, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

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

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000 Each Occurrence and Vehicle/Property Damage - \$250,000 Each Occurrence

OR

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

AND

General Liability - \$1,000,000 per Occurrence for Bodily Injury, Personal Injury and Property Damage

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.

Consultant 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 Consultant 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 Consultant 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.

The Consultant shall sign and file with the APC a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The APC relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the APC will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

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

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, APC, Consultant 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, Consultant and its sub-consultants 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 consultant 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.

Cost Principles. APC, Consultant and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, Part 200, Uniform Administrative Requirements, Cost Administrative Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. APC, Consultant and its sub-consultants 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. Copies will be made and furnished by APC upon request, at no cost to State.

APC, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

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

15. INDEPENDENT CONSULTANT

Both the APC and Consultant 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 Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and

withholdings that may be applicable.

16. FINANCIAL INTEREST

The Consultant 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 Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

The APC and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the APC nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Name: Chair of the Board
Address: 525 S. Main Street, Suite G
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Lake County, California.

20. 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.

Stacy Mattina, Chair
Lake County/City Area Planning Council

Nephele Barrett, Owner
Dow & Associates

Federal ID No.: _____

Dow & Associates Cost Proposal to Provide Planning Services to the Lake County/City Area Planning Council

The cost proposal identified herein includes all operating costs to staff the planning services of the Lake APC and Lake Service Authority for Freeway Emergencies. This includes costs of professional and clerical services, office facilities, computers and related technology, industry specific equipment such as counters, utilities, printing and reproduction, mileage and routine travel, telephone, postage and delivery, publication, office supplies, furniture and equipment, professional memberships, contractor insurance (liability, employee health, & disability), and all other operating expenses.

Costs that shall be funded separately by the Lake Area Planning Council include agency legal services, environmental reviews, County Auditor services, travel for APC Directors, CalCOG, CalACT and North State Super Region dues, audits of the APC and the transit operator, meetings venue costs, website fees, conference/training fees and associated travel costs, and any insurance beyond that required of contractor related to the provision of services contemplated by the Request for Proposals. In addition, unique direct costs identified in Work Elements in the Overall Work Program may be billed separately to the OWP. An example of these is the Social Pinpoint license that was used for public engagement for the Regional Transportation Plan.

Costs that shall be funded separately by Lake SAFE include satellite and cellular call box provider fees, technical call box repairs and upgrades provided by the maintenance contractor, seasonal cleaning and vegetation removal, and the annual CHP contract fee. These expenses are included in the annual SAFE budget and are primarily processed by the administrative and fiscal services contractor.

Cost Proposal Detail

Included in the following tables are individual fully loaded hourly rates for employees. These rates include overhead, employee benefits and salary related costs, and fee. The tables provide the breakdown of staffing hours and costs between the Lake APC and Lake SAFE, which have separate agency budgets, and the total cost for each.

The contract cost will be increased at the start of each new Fiscal Year, starting with July 1, 2025, in accordance with California Consumer Price Index – California, All Urban Consumers (California Department of Industrial Relations, Division of Labor Statistics and Research), to be applied cumulatively. We will also propose any additional minor cost changes in each subsequent year that might not be reflected in an inflationary increase, such as merit increases for employees or excessive health benefit increases. These adjustments will be proposed during the annual budget process.

Lake County/City Area Planning Council

Position	Approximate Weekly Hours	Fully Loaded Rate	Year Total
Planning Principal	6	\$173.18	\$46,135.15
Senior Planner	40	\$122.02	\$219,632.61
Regional Project Coordinator	14	\$87.66	\$55,716.70
Administrative Assistant	16	\$58.64	\$42,220.80
		Total	\$363,705.26

Lake Service Authority for Freeway Emergencies

Position	Approximate Weekly Hours	Fully Loaded Rate	Year Total
Planning Principal	1.5	\$173.18	\$11,533.79
Regional Project Coordinator	3	\$87.66	\$11,939.29
Administrative Assistant	1	\$58.64	\$2,638.80
		Total	\$26,111.88

Additional Grant Work

The staff hours and associated budget included here are based on what we have found to be an appropriate level of staffing to meet the typical planning needs and requirements of the APC. Throughout our years of providing planning services to the Lake APC, there have been a few years in which the planning workload exceeded the work allowed for in our contract. These were years when the Overall Work Program included multiple projects funded through additional competitive grants in addition to our regular responsibilities. Although years like this are unusual, we will best be able to serve the APC by having some flexibility to adjust the limits of the budget/hours of our contract to accommodate the workload. Per the Optional Tasks section of the Request for Proposals and the Dow & Associates proposal, in years that have higher than usual grant funded demands on staffing, we will propose flexibility in the contract maximums to allow adequate time and budget. This will be done during annual budget development or as additional grant funded demands dictate.



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

June 6, 2024

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 revised claim for funds for fiscal year 2024/2025. The LTA Board is expected to adopt the proposed budget at their June meeting. In summary, LTA is requesting:

\$1,021,686 from the Local Transportation Fund (LTF), and
\$839,582 in State Transit Assistance funds

Local Transportation Fund

The claim includes the total amount allocated to Lake Transit Authority by the Lake County /City Area Planning Council. These funds will be used to support LTA's General Public Operations and 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 \$839,582 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.

We are submitting this revised claim based on proposed final Lake Area Planning Council budget, but respectfully request your understanding and support in the event that another revised claim is necessary.

Sincerely,

James Sookne
Program Manager

Lake Transit Authority Summary of 2024/2025 Claim for Funds

6/6/24

Source	Authority	Purpose	FY 2023/24 Amount	FY 2024/25 Amount
Local Transportation Fund:				
	PUC, Sec. 99260(a)	LTA Operations	\$883,007	\$0
	PUC, Sec. 99262	LTA Operations & Capital	\$94,174	\$1,021,686
Total			\$977,181	\$1,021,686
State Transit Assistance Fund:				
	CCR, Sec. 6730(a)	LTA Operations	\$868,546	\$839,582
Total			\$868,546	\$839,582
Total Claim			\$1,845,727	\$1,861,268



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, 2024

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 2024/2025. The LTA Board will review the proposed budget at their May meeting with adoption expected at the June meeting. In summary, LTA is requesting:

\$1,027,509 from the Local Transportation Fund (LTF), and
\$839,582 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. These funds will be used to support LTA's General Public Operations and 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 \$839,582 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 2024/2025 Claim for Funds

4/1/24

Source	Authority	Purpose	FY 2023/24 Amount	FY 2024/25 Amount
Local Transportation Fund:				
	PUC, Sec. 99260(a)	LTA Operations	\$883,007	\$0
	PUC, Sec. 99262	LTA Operations & Capital	\$94,174	\$1,027,509
Total			\$977,181	\$1,027,509
State Transit Assistance Fund:				
	CCR, Sec. 6730(a)	LTA Operations	\$868,546	\$839,582
Total			\$868,546	\$839,582
Total Claim			\$1,845,727	\$1,867,091



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

June 7, 2024

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

Subject: Lake Links' Request/Claim for FY 2024/25 LTF Funds

Hi Lisa,

The following is Lake Links' revised claim for Local Transportation Fund (LTF) funds in the amount of \$44,743.00 that are being allocated to the Consolidated Transportation Services Agency "CTSA." As the CTSA for Lake County we are requesting to have use of the funds to continue carrying out the duties of the CTSA.

The LTF allocation will be used to provide and support Lake Link's existing and future programs and office operation (rent, utilities, office supplies and other program costs, etc.) which serve as the foundation for our staff to operate our transportation programs.

We are submitting this revised claim based on proposed final Lake Area Planning Council budget, but respectfully request your understanding and support in the event that another revised claim is necessary.

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.

Laurie Fisher

Laurie Fisher,
Warm Regards,
CEO/Program Manager, Lake Links, Inc.
laurie.fisher@lakelinks.org



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

April 1, 2024

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

Subject: Lake Links' Request/Claim for FY 2024/25 LTF Funds

Hi Lisa,

The following is Lake Links' claim for Local Transportation Fund (LTF) funds in the amount of \$44,421.90 that are being allocated to the Consolidated Transportation Services Agency "CTSA." As the CTSA for Lake County we are requesting to have use of the funds to continue carrying out the duties of the CTSA.

The LTF allocation will be used to provide and support Lake Link's existing and future programs and office operation (rent, utilities, office supplies and other program 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.

Warm Regards,

Laurie Fisher

Laurie Fisher
CEO/Program Manager, Lake Links, Inc.
laurie.fisher@lakelinks.org

**2024/25 Local Transportation Fund (LTF)
Area Apportionments
As of March 1, 2024**

REVENUES:

2024/25 LTF Estimate	\$1,600,000.00
Prior-Year Unallocated LTF Revenue	\$329,262.00
Total LTF Revenue	\$1,929,262.00

ALLOCATIONS:

Lake APC Administration Allocation	\$711,562.00
Planning and Programming (3% of Estimate) Allocation	\$48,000.00
LTF Reserve Policy - June 2019 Adopted	\$80,000.00
Bicycle & Pedestrian (2% after Admin.) - optional	\$17,768.76
CTSA (5% after Admin.) Allocation - optional	\$44,421.90
Total LTF Allocations Proposed:	\$901,752.66

Total Available for Apportionment

\$1,027,509

Apportionment:

	TOTAL	County	Clearlake	Lakeport
	100%	68.07%	24.50%	7.44%
Pop.	66,800	45,469	16,364	4,967
	\$1,027,509	\$706,104	\$251,637	\$76,241

Population figures shown are found on the State of California's Department of Finance website:

[Estimates-E1 | Department of Finance \(ca.gov\)](https://www.sfdof.ca.gov/Estimates-E1)

State of California, Department of Finance, E-1 Cities, Counties, and the State Population Estimates with Annual Percent Change— January 1, 2022 and 2023.