



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

LAKE COUNTY/CITY AREA PLANNING COUNCIL (APC) AGENDA

Wednesday, June 12, 2024
9:00 am

Primary Location: Clearlake City Council Chambers
14050 Olympic Drive Clearlake, California

Alternate Location: Caltrans-District 1
1656 Union Street, Eureka, California

Zoom Login:

Dial-in number: 1 (669) 900-6833 / Meeting ID: 849 9939 0942# Passcode: 975119

(Zoom link provided to the public by request.)

Public comments will be accepted in person and through teleconference during the meeting on any agenda item when public comment is invited by the Chair.

-
1. Call to Order/Roll Call
 2. Adjourn to Policy Advisory Committee

PUBLIC EXPRESSION

3. Public input on any item under the jurisdiction of this agency, but which is not otherwise on the agenda

CONSENT CALENDAR

4. Approval of May 15, 2024 Minutes
5. Approval of Agreement with Davey-Bates Consulting to Provide Administrative & Fiscal Services to the Lake County/City Area Planning Council
6. Approval of Agreement with Dow & Associates to Provide Planning Services to the Lake County/City Area Planning Council

REGULAR CALENDAR

7. Discussion and Recommended Approval to Reallocate 2% Bike and Ped Funds and One-Time Allocation of all non-committed funds to the Middletown Multi-Use Trail *(Davey-Bates)*
8. Presentation on Various State Route 20 Northshore Complete Streets Projects *(Caltrans)*
9. Presentation and Proposed Adoption of Konocti Corridor Vehicle Miles Traveled (VMT) Study *(Speka/Headway Transportation)*
10. Update and Possible Action to Proceed with the Development of an MOU to become full members of the Rural Regional Energy Network (REN) – North *(Davey-Bates)*
11. Presentation and Recommended Approval of the 2024/25 Lake APC Budget and adoption of resolutions: *(Pedrotti)*
 - a. Resolution No. 24-25-1 Allocating 2024/25 Local Transportation Funds for Administrative Purposes
 - b. Resolution No. 24-25-2 Allocating 2024/25 Local Transportation Funds for Bicycle and

Pedestrian Facilities

- c. Resolution No. 24-25-3 Allocating 2024/25 Local Transportation Funds and Carryover Funds for Planning Projects Included in the Work Program
- d. Resolution No. 24-25-4 Allocating 2024/25 Local Transportation Funds to Lake Transit Authority
- e. Resolution No. 24-25-5 Allocating State Transit Assistance Funds to Lake Transit Authority
- f. Resolution No. 24-25-6 Approving State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring Fund Transfer Agreement
- g. Resolution No. 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
- h. Resolution No. 24-25-8 Allocating State of Good Repair Program Funding to Lake Transit Authority
- i. Resolution No. 24-25-9 Allocation of Local Transportation Funds (LTF) to the Reserve Fund
- j. Resolution No. 24-25-10 Authorizing the Executive Director to Execute Agreements Required to Process Federal & State Funds for Lake APC Approved Projects

RATIFY ACTION

- 12. Adjourn Policy Advisory Committee and Reconvene as Area Planning Council
- 13. Consideration and Adoption of Recommendations of Policy Advisory Committee

REPORTS

- 14. Reports & Information:
 - a. Lake APC Planning Staff
 - i. Planning Projects (*Speka*)
 - ii. Miscellaneous
 - b. Lake APC Administration Staff
 - i. Next Meeting Date – **July 10, 2024 (tentative)**
 - ii. Miscellaneous
 - c. Local Agency Updates
 - d. Lake APC Directors
 - e. Caltrans
 - i. SR 29 Project Update (*Pimentel*)
 - ii. Lake County Project Status Update (*Ablstrand*)
 - iii. Miscellaneous
 - f. Rural Counties Task Force
 - i. Next Meeting Date – **July 19 (Teleconference)**
 - g. California Transportation Commission
 - i. Next Meeting Date – **June 27 – 28 (Monterey)**
 - h. California Association of Councils of Governments (CalCOG)
 - i. CDAC Meeting – (*TBD*)
 - ii. CalCOG Board of Directors Meeting – **June 24 (Virtual)**
 - i. Miscellaneous

INFORMATION PACKET

- 15. a) 5/23/24 Lake TAC Minutes
- b) 5/29/24 Draft Executive Committee Minutes

ADJOURNMENT

PUBLIC EXPRESSION

Any member of the public may speak on any agenda item when recognized by the Chair for a time period, not to exceed 3 minutes per person and not more than 10 minutes per subject, prior to the Public Agency taking action on that agenda item.

AMERICANS WITH DISABILITIES ACT (ADA) REQUESTS

To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact the Lake Area Planning Council office at (707) 263-7799, at least 5 days' notice before the meeting.

ADDITIONS TO AGENDA

The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when:

- a) a majority vote determines that an "emergency situation" exists as defined in Section 54956.5, **or**
- b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, **or**
- c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.

CLOSED SESSION

If agendized, Lake County/City Area Planning Council may adjourn to a closed session to consider litigation or personnel matters (i.e., contractor agreements). Discussion of litigation or pending litigation may be held in closed session by authority of Govt. Code Section 54956.9; discussion of personnel matters by authority of Govt. Code Section 54957.

POSTED: June 7, 2024

Attachments:

Agenda Item #4 – 5/15/24 Lake APC Draft Minutes

Agenda Item #5 – Staff Reports & Admin. Contracts

Agenda Item #6 – Staff Reports & Planning Contracts

Agenda Item #7 – 2% Staff Report & Letter

Agenda Item #9 – VMT Staff Report

Agenda Item #10 – Staff Report & Proposed Ruling

Agenda Item #11 – Lake APC Budget

Agenda Item #14eii – LC Project Status Update

Information Packet – #15 a) 5/23/24 Lake TAC Minutes

b) 5/29/24 Draft Executive Committee Minutes



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LAKE COUNTY/CITY AREA PLANNING COUNCIL (APC) (DRAFT) MEETING MINUTES

Wednesday, May 15, 2024

Location: City Council Chambers

14050 Olympic Drive

Clearlake, California

Teleconference Locations:

525 South Main Street Suite B, Ukiah
Caltrans District 1, 1656 Union St., Eureka

Present

Bruno Sabatier, Supervisor, County of Lake
Russ Cremer, City Council, City of Clearlake
Stacey Mattina, City Council Member, City of Lakeport
Russell Perdock, Council Member, City of Clearlake
Moke Simon, Supervisor, County of Lake

Absent

Kenneth Parlet, Council Member, City of Lakeport

Also Present

Lisa Davey-Bates, Executive Director – Lake APC
Charlene Parker, Admin Staff – Lake APC
Jesus Rodriguez-Garcia, Admin Staff – Lake APC
Michael Villa, Planning Staff – Lake APC
Nephele Barrett, Planning Staff – Lake APC
Adeline Leyba – Director of Public Works, City of Clearlake

Attending via Zoom

Tatiana Ahlstrand - Caltrans District 1 (Policy Advisory Committee)
Jeff Pimentel – Caltrans District 1
John Speka, Planning Staff – Lake APC
Alexis Pedrotti, Admin Staff – Lake APC
James Sookne, Program Manager – Lake APC

1. **Call to Order/Roll Call**

Chair Mattina called the meeting to order at 10:30 a.m. Secretary Charlene Parker called roll.
Members present: Sabatier, Cremer, Perdock, Mattina

2. **Adjourn to Policy Advisory Committee**

Chair Mattina adjourned the Policy Advisory Committee (PAC) at 10:31 a.m.

PUBLIC EXPRESSION

3. **Public input on any item under the jurisdiction of this agency, but which is not otherwise on the agenda**

CONSENT CALENDAR

4. **Approval of April 10, 2024, Draft Minutes**
5. **Approval of Social Services Transportation Advisory Council (SSTAC) Roster**

Director Sabatier made a motion to approve the Consent Calendar, as presented. The motion was seconded by Director Cremer.

Roll Call Vote: Ayes (5)-Directors Sabatier, Perdock, Simon, Mattina, Tatiana Ahlstrand (PAC), Noes (0); Abstain (1) Slooten; Absent (1) Parlet

REGULAR CALENDAR

6. **Approval of Executive Committee Recommendations of April 17, 2024 – CLOSED SESSION - (Optional) Pursuant to Government Code Section 54957 – (b)(1): Personnel Employment – Direction to the Procurement Consultant, Regional Analysis & Planning Services (RAPS), to Negotiate Contracts for Administrative & Fiscal Services and Planning Services, for the Board of Directors’ Consideration at the June 12, 2024 Meeting of the Draft 2024/25 Lake APC Budget**

Director Mattina presented the option of a closed session to discuss the Executive Committee’s recommendations from April 17, 2024, which involved the procurement consultant, Regional Analysis and Planning Services (RAPS), to negotiate contracts for administrative and fiscal services, and planning services. The recommendation included awarding the administration contract to Davey-Bates Consulting and the planning contract to Dow & Associates. These contracts will be considered by the Lake APC Board at the June 12, 2024, meeting.

Director Cremer moved to direct the Procurement Consultant, Regional Analysis & Planning Services (RAPS), to negotiate contracts for Administrative & Fiscal Services and Planning Services. These contracts will be considered by the Board of Directors at the June 12, 2024 meeting. The motion was seconded by Director Perdock and carried unanimously.

Roll Call Vote: Ayes (6)-Directors Sabatier, Perdock, Simon, Mattina, Cremer, Noes (0); Abstain (1) Tatiana Ahlstrand (PAC); Absent (1) Parlet

6. **Discussion and Recommended Approval of Resolution #23-24-14 to Determine if Unmet Transit Needs are Reasonable to Meet**

James noted that the SSTAC met on April 29th, following the Board's direction at the public hearing in March to review LTA's findings on the unmet needs list. During the meeting, Lake Transit Authority’s (LTA) findings and recommendations were presented, and two items regarding non-emergency medical transportation, facilitated through Medi-Links, Pay-Your-Pal, and Ride Links programs, were removed from the list. It was determined that these needs had been met sufficiently.

Director Sabatier moved to approve Resolution #23-24-14. The motion was seconded by Director Perdock and carried unanimously.

Roll Call Vote: Ayes (6)-Directors Sabatier, Perdock, Simon, Mattina, Cremer, Noes (0); Abstain (1) Tatiana Ablstrand (PAC); Absent (1) Parlet

7. Presentation and Recommended Approval 2024/25 Final Overall Work Program (OWP)

Alexis introduced the expenditures by work element, referring to a specific spreadsheet within the final Overall Work Program (OWP) for FY 2024-25. The draft OWP had been presented to the APC Board on April 10th for discussion. Initial discussions with the Technical Advisory Committee (TAC) began in January, and their input was considered to develop the draft OWP, which was then submitted to Caltrans. Feedback from Caltrans and estimated carryover funding were incorporated into the final OWP. The First Amendment will be prepared and presented in August, where actual carryover amounts will be adjusted. Caltrans set a submission deadline of June 3rd, requiring an early review in May ensuring timely preparation and submission. Alexis concluded by requesting the adoption of the final 2024-2025 Transportation Planning Work Program and the authorization for the Executive Director to execute necessary documents, certifications, and assurances on behalf of the APC.

RATIFY ACTION

8. Adjourn Policy Advisory Committee and Reconvene as Area Planning Council Consideration and Adoption of Recommendations of Policy Advisory Committee

Chair Mattina adjourned the Policy Advisory Committee at 10:42 a.m. and reconvened as the APC.

Director Sabatier made a motion to adopt the recommendations of the Policy Advisory Committee and reconvene as the APC. The motion was seconded by Director Perdock and carried unanimously.

Roll Call Vote: Ayes (6)-Directors Sabatier, Perdock, Simon, Mattina, Slooten Noes (0); Abstain (0); Absent (1) Parlet

REPORTS

1. Reports & Information:

a. Lake APC Planning Staff

i. Planning Projects

John provided an update on several grant projects currently in progress. The Wildfire Evacuation Plan is in the data collection phase, with public outreach expected to commence in the summer. Additionally, the Safe Streets for All program, a federal grant aimed at updating all three jurisdictions' Local Road Safety Plans, is pending approval of the grant agreement by the Federal Highway Administration before any consultant work can begin. The final draft of the Konocti Vehicle Miles Traveled Study, which has been ongoing for over a year, is under review by Caltrans staff. A presentation on this study is scheduled for the next board meeting.

ii. Lake County State Highway Safety Concerns

John discussed a letter submitted last October to the Caltrans District 1 Safety Division, outlining top priority concerns on the state highway system in Lake County. The letter included issues such as the Bell Park Avenue left-hand turn lane and the Dam Road intersection. These concerns were addressed in a response from Caltrans, with some items being looked into or already addressed. John noted the importance of treating the letter as a living document, to be reviewed and updated biannually to reflect any new safety issues. There was a discussion on specific concerns, particularly along the State Route 20 corridor and State Route 53,

emphasizing the need to continuously monitor and address safety issues. Director Cremer raised a question about the term "near term" in relation to the State Route 29 Bell Park project, seeking clarification on the timeline. Director Sabatier expressed concerns about the current focus of Caltrans on certain areas, suggesting that the priorities might not always align with the Board's priorities specifically related to addressing immediate safety needs. Director Sabatier emphasized the importance of data-driven decisions to prioritize projects that directly address safety concerns. This approach aims to reduce fatalities and accidents, focusing on actual data rather than perceived issues. Director Cremer acknowledged that while some projects are progressing, others need to be continually monitored and potentially reprioritized based on updated safety data. Tatiana acknowledged the ongoing efforts by Caltrans and the need for continuous communication and updates on safety projects. She also noted that Caltrans will be presenting on long-term safety projects, including the Lucerne complete streets project and other SHOPP projects at the June meeting,

iii. Miscellaneous

b. Lake APC Administration Staff

i. Next Meeting Date – **June 12, 2024** (*Clearlake*)

ii. RuralREN Update (Davey-Bates)

Lisa provided a brief update, noting that there had not been a ruling by the Administrative Law Judge and CPUC, and that there was nothing to report until that decision was made.

iii. SB 125 Update

James provided an update on the status of the SB 125 funds. In December, the Board approved the initial allocation plan for about \$4 million, expected by April 30th, 2024. However, on April 30th, the Governor's office announced a discretionary spending freeze, halting disbursement of the SB 125 funds. Despite proposed fiscal shifts, the commitment to the original \$5.1 billion remains. The situation is uncertain, with further updates to come.

iv. Miscellaneous

Nephele reviewed several pieces of legislation relevant to the Active Transportation Plan:

Bill 2290: Prohibits the use of ATP funds for projects with Class 3 bikeways on roads with design speeds over 20 mph. This aims to promote separate facilities but may reduce local agencies' project flexibility. Any project with a Class 3 bikeway would be ineligible for ATP funds, impacting budgets and delivery.

Bill 1216: Similar to Bill 2290, prohibits ATP funds for projects with Class 3 bikeways on roads with design speeds over 25 mph and bans Class 3 bikeways on roads with speed limits of 30 mph or higher. Concerns remain about reduced local agency flexibility.

Bill 60: Requires the State Highway System Management Plan includes targets for complete streets projects and priority transit facilities, challenging rural areas that lack such facilities. It mandates Caltrans to include complete streets in all projects unless there is a significant safety concern, potentially reducing rural funding.

Bill 817: Amends the Brown Act to allow more flexibility in teleconferencing for advisory groups, seen as a positive change for efficiency and participation.

- c. Lake APC Directors
- d. Caltrans
 - i. SR 29 Project Update (Pimentel)

Jeff gave an update on the Lake 29 Segment project, noting the March CTC meeting's success in securing \$43.5 million for right-of-way, and capital support. The right-of-way engineering staff is verifying boundary lines, crucial for informing design staff of project limits. The goal is to establish right-of-way needs by October, and funding will be available by July 2024. Director Sabatier asked about broadband deployment in the project. Jeff was unsure and would look into it. Director Sabatier also shared a positive anecdote about improved phone signal reception in Segment 2C, which was well-received.
 - ii. Lake County Project Status Update

Tatiana Ahlstrand provided a status update on Lake County projects. Tatiana highlighted several key points. She noted that John had announced that the project management team would present on various projects along State Route 20 North Shore at the June meeting. Additionally, another presentation covering projects in Middletown was scheduled for the August meeting, with that same presentation having been given to the Technical Advisory Committee (TAC) the previous month. Tatiana also mentioned a presentation on the Vision-Zero and Safe Systems Approach by the Traffic Safety Team, scheduled for the Western Region Town Hall meeting that evening. Tatiana offered to give a presentation for the Board if there was interest.
 - iii. Miscellaneous
- e. Rural Counties Task Force
 - i. Next Meeting Date – **July 19** (Teleconference)
- f. California Transportation Commission
 - i. Next Meeting Date – **May 16 – 17** (*Orange County*)
- g. California Association of Councils of Governments (CalCOG)
 - ii. CalCOG Board of Directors & CDAC – Meeting Legislative Day – **May 22** (*TBD*)
- h. Miscellaneous

10. Information Packet

Chair Mattina noted that the April Executive Committee minutes were included in the Information Packet.

ADJOURNMENT

The meeting was adjourned by Chair Mattina at 11:15 a.m.

Respectfully Submitted,

DRAFT

Jesus Rodriguez-Garcia, Administrative Assistant



LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

TITLE: Lake APC Agreement for Professional Services

DATE PREPARED: June 4, 2024

MEETING DATE: June 12, 2024

SUBMITTED BY: Maura Twomey, Executive Director, Regional Analysis and Planning Services (RAPS)

BACKGROUND:

The Lake County/City Area Planning Council (APC) Board engaged the services of RAPS to conduct the agency's procurement for Administrative and Fiscal staffing services in accordance with State and Federal requirements.

On May 12, 2024, the Executive Committee recommended that the full Board award the contract to Davey-Bates Consulting. The Board approved that recommendation and directed RAPS to negotiate the contract and bring it back to the full Board for approval at the June 12, 2024, meeting.

ACTION REQUIRED: Board approval of the draft Administrative and Fiscal Staffing Services contract.

ALTERNATIVES: None

RECOMMENDATION: The Board approve the attached draft contract and direct the Chair to sign and execute the document

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.: _____

EXHIBIT A
SCOPE, SCHEDULE AND BUDGET

SCHEDULE AND SUMMARY OF TASKS

REQUEST FOR PROPOSAL TASKS						
LAKE COUNTY/CITY AREA PLANNING COUNCIL – ADMINISTRATIVE SERVICES		24/25	25/26	26/27	27/28	28/29
Prepare, administer and coordinate annual budget for the Local Transportation Fund and state and federal funding with the APC Planning Services contractor		✓	✓	✓	✓	✓
Administer Transportation Development Act and Regional Planning Assistance (RPA), grants and other state and federal funds		✓	✓	✓	✓	✓
Process claims consistent with budget allocations and maintain accounting system acceptable with Caltrans' standards		✓	✓	✓	✓	✓
Administer sub-contracting of transportation and transit discretionary planning projects as needed, provide an administrative Contracts Officer to implement and oversee adopted procurement policies and procedures, in coordination with the planning services contractor's Project Manager		✓	✓	✓	✓	✓
Process all required agreements and distribute funds related to Regional Surface Transportation Program (RSTP)		✓	✓	✓	✓	✓
Coordinate the planning, programming and monitoring for State Transportation Improvement Program (STIP) with the APC planning services contractor		✓	✓	✓	✓	✓
Manage SB 125 transit funding program, including selection of projects, preparation of short term and long-term financial plans, allocation submission, and fund distribution		✓	✓	✓	✓	✓
Administer funding awarded to local agencies under the Carbon Reduction Program (CRP) and other similar programs as needed		✓	✓			
Oversee submittal of applications for state and federal grants as needed		✓	✓	✓	✓	✓
Execute state and federal reimbursement agreements		✓	✓	✓	✓	✓
Execute fiscal and performance audits		✓	✓	✓	✓	✓
Engage in community relations and maintain website		✓	✓	✓	✓	✓
Engage with local, state and federal elected officials		✓	✓	✓	✓	✓
Monitor and assess state and federal policies, legislation related to APC and comment as needed		✓	✓	✓	✓	✓
Maintain and develop policies and procedure manuals		✓	✓	✓	✓	✓
Host, prepare agendas/minutes, coordinate with the planning services contractor, and distribute all relevant documents for Lake APC Board meetings		✓	✓	✓	✓	✓
Prepare, submit and advertise all necessary legal notices		✓	✓	✓	✓	✓

Attend meetings of Lake APC's Technical Advisory Committee		✓	✓	✓	✓	✓
Provide technical support, coordinate, and attend all Social Services Transportation Advisory Council (SSTAC) meetings including agendas, minutes and reports		✓	✓	✓	✓	✓
Prepare and manage the annual overall work program and update/amend as needed		✓	✓	✓	✓	✓
Prepare Requests for Reimbursements related to funding identified in the Overall Work Program including preparation and submittal of quarterly/annual reports to Caltrans		✓	✓	✓	✓	✓
Ensure continued membership and execution of duties with California Association of Councils of Government (CALCOG), National Association of Regional Councils (NARC) and Rural Counties Task Force (RCTF), etc.		✓	✓	✓	✓	✓
Serve as the liaison to the California Department of Transportation (Caltrans) and participate in Caltrans District 1/RTPA quarterly meetings and Local Assistance monthly meetings		✓	✓	✓	✓	✓
Attend and serve as liaison to the California Transportation Commission and attend CTC meetings/hearings		✓	✓	✓	✓	✓
Provide staffing to regional and statewide committees as necessary		✓	✓	✓	✓	✓
Coordinate and consolidate services with Lake Links, as the Consolidated Transportation Services Agency (CTSA)		✓	✓	✓	✓	✓
Participate in the Coordinated Human Services Transportation Plan process			✓	✓		
Coordinate with planning services contractor in development of the Regional Transportation Plan and Active Transportation Plan every four years			✓	✓		
Ensure constant coordination and consultation with Native American Tribes within the APC jurisdiction		✓	✓	✓	✓	✓
Provide local agency support as needed		✓	✓	✓	✓	✓
Participate in regional economic development, climate resiliency, and other regional planning efforts as appropriate and directed by the board		✓	✓	✓	✓	✓
Participate in the Regional Housing Needs Allocation process in collaboration with the planning services contractor every 8 years and monitor implementation as appropriate			✓	✓		
Participate in activities and manage local agency activities funding as part of the Regional Early Action Planning program in collaboration with the planning services contractor		✓				
Prepare & Update Disadvantaged Business Enterprise (DBE) documents, as required		✓	✓	✓	✓	✓
Prepare & Update Title VI Plan, as required		✓			✓	

SERVICE AUTHORITY FOR FREEWAY EMERGENCIES – ADMINISTRATIVE SERVICES						
Administer and oversee Service Authority for Freeway Emergencies (SAFE) including preparation of annual budget, meeting reports and agendas, update of implementation plan, participation in statewide CalSAFE meetings, ensure monitoring and regular maintenance of system		✓	✓	✓	✓	✓
LAKE TRANSIT AUTHORITY – ADMINISTRATIVE SERVICES						
Coordinate the planning and direct the development of efficient and responsive public transit services in the Lake County area.		✓	✓	✓	✓	✓
Execute administrative functions of the system including fiscal management, procurement and negotiation of contracts, preparation of budgets and work plans, and execution of fiscal and compliance audits.		✓	✓	✓	✓	✓
Prepare Board meeting agendas, staff reports, and minutes.		✓	✓	✓	✓	✓
Coordinate and monitor accounting, procurement, property and operating records and procedures.		✓	✓	✓	✓	✓
Carryout a fleet and equipment monitoring, replacement, and acquisition program. Prepare, as needed, vehicle and equipment specifications and manage acquisitions as authorized in the annual budget.		✓	✓	✓	✓	✓
Develop and maintain plans, including but limited to the Title VI, ADA, and Transit Asset Management Plans, to ensure compliance with state and federal rules and regulations.		✓	✓	✓	✓	✓
Coordinate with Lake Area Planning Council to develop and update transit planning documents such as the Transit Development Plan			✓	✓		
Coordinate with Lake Area Planning Council to apply for, and manage, transit planning grants as necessary			✓	✓		
Develop and maintain policies, including but not limited to the Drug & Alcohol and Procurement Policies, to ensure compliance with state and federal rules and regulations.		✓	✓	✓	✓	✓
Prepare state and federal operational and capital grant applications, funding claims, financial and compliance reports, policy analyses, and other documents as needed.		✓	✓	✓	✓	✓
Manage state and federal programs, including but not limited to the following: -5310, 5311, 5311(f), and 5339 programs -State of Good Repair (SGR) -Low Carbon Transit Operations Program (LCTOP) -Transit and Intercity Rail Capital Program (TIRCP) -Zero-Emission Transit Capital Program (ZETCP)		✓	✓	✓	✓	✓

Direct transit system operations, participate in management and planning meetings with the operations contractor, monitor and evaluate contract services, analyze service utilization and operation, develop and maintain operational policies and procedures, receive and respond to complaints, review accident records and equipment failures, and develop corrective action plans.		✓	✓	✓	✓	✓
Implement the current Transit Development Plan. Review, monitor and evaluate transit development and report on results. Make recommendations to modify services as needed.		✓	✓	✓	✓	✓
Implement and manage new technologies, such as the contactless fare payment system, as appropriate.		✓	✓	✓	✓	✓
Coordinate the development and implementation of marketing plans, fare structures, promotional campaigns, public presentations and other activities.		✓	✓	✓	✓	✓
Maintain website and social media accounts; prepare press releases, flyers and other materials that do not require complex graphics or printing.		✓	✓	✓	✓	✓
Plan, implement, and manage the modernization of existing facilities and construction of new facilities, including but not limited to the Lake County Interregional Transit Center and zero-emission fueling infrastructure, to ensure the system is in a state of good repair and prepared to meet the State's mandate to transition to a zero-emission fleet.		✓	✓	✓	✓	✓
Monitor legislative and regulatory issues to ensure agency compliance with applicable laws and regulations, and to disseminate information to the Board of Directors regarding matters of interest to the Transit Authority		✓	✓	✓	✓	✓
Represent the transit authority to federal, state and local agencies, business and community groups, and the general public.		✓	✓	✓	✓	✓
Participate in regional and statewide meetings and conferences, as appropriate, with agencies including but not limited to the California Association for Coordinated Transportation (CalACT), California Transit Association (CTA), the North State Super Region (NSSR), and the Rural Counties Task Force (RCTF)		✓	✓	✓	✓	✓
Participate in emergency preparedness planning with local, regional, and state agencies		✓	✓	✓	✓	✓
Engage in regional transportation planning activities including participation in Technical Advisory Committee meetings and relevant technical plans and studies.		✓	✓	✓	✓	✓
Provide technical support and attend all Social Services Transportation Advisory Council (SSTAC) meetings.		✓	✓	✓	✓	✓
Coordinate and Manage the Exterior Bus Advertising Program		✓	✓	✓	✓	✓

DBC'S APPROACH & METHODOLOGY

LAKE APC'S SCOPE OF WORK

A vital component of providing efficient and effective planning services to the Lake County/City Area Planning Council (Lake APC) will be the seamless relationship the administration and planning contractors. If given the opportunity to provide administrative and fiscal services to the Lake APC, staff of Davey-Bates Consulting (DBC) will utilize their expertise in maintaining a cohesive and transparent flow of communication with the Lake APC planning staff. Such communication will be most important when preparing and administering budgets; preparing for Lake APC Board meetings; conducting Technical Advisory Committee meetings; developing and managing overall work programs, State Transportation Improvement Programs, Regional Transportation Improvement Programs, Regional Transportation Plans and other transportation planning documents; submitting and administering state and federal grant programs; and implementing the Lake County Service Authority for Freeway Emergencies (Lake SAFE) Program. Additionally, day-to-day coordination on routine items is also important and DBC staff will ensure that communication flow is maintained.

The following is a detailed work plan of the bulleted tasks provided in the Scope of Work for the Lake APC Administrative and Fiscal Services and the Lake SAFE Program. This section groups the tasks identified in the Request for Proposals and defines how DBC staff would continue to fulfill those duties as the Administrative and Fiscal Services contractor. Since we have only two contracts, we are able to focus on those duties identified in the Scope of Work and serve as staff to Lake APC, Lake Transit Authority (LTA), and Lake SAFE without the disruption or distraction of other projects that other consulting firms have.

TRANSPORTATION DEVELOPMENT ACT (TDA) ADMINISTRATION

Provide technical support, coordinate, and attend all Social Services Transportation Advisory Council (SSTAC) meetings including agendas, minutes and reports

DBC staff will prepare meeting materials, distribute and notice packets in accordance with the Brown Act, facilitate meetings, and prepare meeting minutes. The Lake SSTAC typically convenes quarterly, which will continue into the next contract period.

Execute fiscal and performance audits

As a requirement of the TDA, DBC staff will complete annual fiscal audits by retaining an auditor through a five-year RFQ process. Staff will work directly with the auditing firm to provide financial documentation and clarification as needed. Financial audits will be authorized and approved by the Lake APC Board of Directors.

Another requirement of the TDA is the completion of Triennial Performance Audits for both the Lake APC and Lake Transit Authority. DBC staff will coordinate with the Lake APC planning consultant and the LTA operations contractor to prepare audit materials and prepare for site visits and interviews. The auditing firm will be approved through a competitive procurement process and the final Triennial Performance Audit will be presented to the Lake APC Board of Directors for approval.

Facilitate the Unmet Transit Needs Process (added task)

The Unmet Transit Needs process is an important opportunity for the agency to identify gaps in transit service and address the needs of the community. By following the guidelines set forth in the TDA, DBC staff will ensure that the process is conducted in a transparent and efficient manner, leading to the identification of a list of unmet transit needs. DBC staff will initiate this process in December and finalize

it with approval by the Lake APC Board in May. DBC staff will work with the SSTAC to develop a draft list of Unmet Transit Needs that will be presented to the Lake APC Board for review and comment at a public hearing. The SSTAC will review the final list and make a recommendation for adoption to the Board.

FISCAL SERVICES

Prepare, administer and coordinate annual budget for the Local Transportation Fund and state and federal funding with the APC Planning Services contractor

DBC Staff has implemented improved practices over the past 10 years for developing, administering, and implementing the Lake APC's annual budget. In February of each year, DBC staff will initiate work with its partner agencies to begin the development of the Local Transportation Fund (LTF) estimate, conduct the apportionment process, and prepare the Lake APC's draft budget. DBC staff will prepare reports that include budget options for estimated revenues. Preparation of the LTF estimate and preliminary budget are presented to the Lake APC Executive Committee for discussion and recommendation prior to full Lake APC Board approval. As required by the TDA, following the development of the LTF estimate and draft budget, staff will prepare the area apportionment and distribute it to the JPA member agencies and to the Lake Transit Authority. The apportionment process is an essential aspect of determining Lake Transit Authority's annual LTF funding availability.

DBC staff will then prepare a final agency budget for review and approval by the Lake APC Board. The Lake APC budget includes local, state, and federal funding sources. The final budget document is professionally packaged, with multiple appendices and resolutions defining the allocation of funds. All funding channeled through the Overall Work Program (OWP), including all grant-awarded funds, are included in the budget. Additionally, as required by the State, the Lake APC budget will include pass-through funding for the local agencies and the transit authority. The budget will remain a main function of the Administrative and Fiscal Services consultant, in coordination with the planning consultant and the transit agency.

Process claims consistent with budget allocations and maintain accounting system acceptable with Caltrans' standards

As part of the budgetary process, DBC staff will prepare and ensure execution of the approved budget resolutions and allocation instructions for the Lake County Auditor's Office. In coordination with Lake APC planning staff, consultant invoices will be reviewed for accuracy and processed in a timely manner. Over the course of the last three years, DBC staff, as the Lake APC administrative consultant, have been able to successfully migrate all of the Lake APC and LTA's accounting records into a fully operational QuickBooks system. This accomplishment has helped the agency become more efficient in budgetary and claims management. DBC staff will continue maintaining and updating the QuickBooks system and attend training that could be beneficial to staff. In conjunction with record keeping in QuickBooks, staff will maintain Excel spreadsheets tracking detail with the various funding sources that may not otherwise be followed in QuickBooks. DBC staff will also continue to reconcile all payments and funds through the Lake County Auditor's Office, verifying all general ledger activity and reports for accuracy.

Execute state and federal reimbursement agreements

In coordination with the Lake APC planning consultant, DBC staff will ensure all aspects of state and federal funding requirements are met through execution of agreements, completion of certifications and assurances and any other needed documentation (depending on funding source) prior to developing and submitting reimbursement of funds.

Administer sub-contracting of transportation and transit discretionary planning projects as needed,

provide an administrative Contracts Officer to implement and oversee adopted procurement policies and procedures, in coordination with the planning services contractor's Project Manager

In coordination with Lake APC planning staff, the contracts officer will oversee and administer contracts awarded by Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and Caltrans through the OWP, to ensure compliance with the Lake APC's approved procurement policies and procedures. DBC staff will prepare and manage contracts with sub-consultants, and process and execute all forms as needed to administer transportation and transit planning projects.

ADMINISTRATIVE FUNDAMENTALS

Maintain and develop policies and procedure manuals

DBC staff have written several policies and procedures, approved by the Lake APC, under the current contract including the Procurement Policy and Procedures Manual; LTF Reserve Fund Policy; Board Member Orientation Manual; Overall Work Program Policy and Application Instructions; and Regional Surface Transportation Administrative Procedures. DBC staff will regularly review policies and procedures to ensure that they are relevant and up-to-date and identify any areas for improvement or revision. We will also work to ensure that all staff are aware of and understand the agency's policies and procedures manual. DBC staff will stay current on legislative requirements and update the policies and procedures as needed.

Engage in community relations and maintain website

To engage in community relations, DBC staff, in coordination with Lake APC planning staff, will update and maintain the Lake APC website. Lake APC's website is crucial for presenting Lake APC board and committee meeting materials, inviting public input and community involvement on transportation or multi-modal planning projects, and providing access to current and historic regional projects. DBC staff will regularly maintain and update the website, and present agency communications in a professional manner. Staff will integrate technology updates, as they are released.

MANAGE FUNDING PROGRAMS

Administer Transportation Development Act and Regional Planning Assistance (RPA), grants and other state and federal funds

Local Transportation Funds are allocated based on priorities set forth in the Transportation Development Act (TDA). DBC staff is very familiar with allocation of those funds and will work closely with the Lake County Auditor's office to ensure that TDA funds are allocated and administered according to the law and through the budgets and resolutions approved by the Lake APC Board. Furthermore, DBC staff will oversee the Master Fund Transfer Agreement authorizing Rural Planning Assistance (RPA) and awarded grant funding to funnel through the Lake APC's Overall Work Program (OWP). Staff will manage and maintain state-issued agreements with Caltrans, work closely with planning staff to oversee all funding sources, complete requests for reimbursements as required, and reconcile auditing records.

Process all required agreements and distribute funds related to Regional Surface Transportation Program (RSTP)

Under the current Administration and Fiscal Services contract, DBC developed a policy, approved by the Lake APC, to formalize allocation and oversight of the Regional Surface Transportation Program (RSTP). In accordance with the policy, DBC staff will ensure compliance of RSTP requirements by administering agreements with Caltrans, completing all necessary forms, and submitting annual reports. As part of the RTPA's responsibility, staff will work with the local agencies to ensure they complete their required documentation in alignment with the RSTP policy prior to receiving their annual allocation of funds. DBC staff will also monitor and ensure compliance of expenditures.

Manage SB 125 transit funding program, including selection of projects, preparation of short-term and long-term financial plans, allocation submission, and fund distribution

Between the Lake APC and LTA, DBC staff assisted in programming over \$4M in SB 125 transit funding to LTA for their existing TIRCP project. This process required selecting an eligible project for funding and developing a short-term financial plan. Going forward, DBC staff will manage the SB 125 transit funding; work with both agencies to develop a long-term financial plan; program the remaining funds; and monitor and report on the funds as required; which may include providing regular updates to stakeholders, evaluations of funded projects, and producing annual reports on the overall impact of the SB 125 funding on regional transit systems. Overall, DBC staff will play a critical role in managing the SB 125 transit funding and ensuring that it is used effectively to support and improve transit services in the region.

LAKE APC BOARD & COMMITTEE INVOLVEMENT AND COORDINATION

Host, prepare agendas/minutes, coordinate with the planning services contractor, and distribute all relevant documents for Lake APC Board meetings

The Lake APC Board of Directors typically meets 10 times per year and is comprised of an eight-member board. In coordination with planning staff, DBC will assimilate essential and relevant documentation for board meeting agendas, prepare meeting minutes, and organize agenda materials thoroughly to keep items of consideration easy to identify and read. DBC staff will be responsible for packet distribution, meeting follow-up, and coordination of meeting facilities. The Brown Act and all applicable meeting laws will be followed in noticing, posting, and quorum requirements, both online and physically onsite.

Prepare, submit and advertise all necessary legal notices

As the Administrative and Fiscal Services consultant, DBC staff will work with the Lake APC planning consultant to develop and distribute legal notices for the Lake APC. DBC staff will be responsible for organizing any required public hearings and maintaining and updating contact databases. Staff will ensure all requirements of the legal notices are properly met, and all information is broadly distributed to applicable media outlets.

Attend meetings of Lake APC's Technical Advisory Committee (TAC)

Lake APC's Technical Advisory Committee (TAC) is comprised of JPA member agency representatives, the transit provider, Caltrans, and the California Highway Patrol. DBC staff will oversee and give input on monthly agenda topics, include staff reports and attachments as appropriate, and review final packets before distribution. The Executive Director will run meetings, in conjunction with Lake APC planning staff.

Prepare, distribute agenda packets and participate in Social Services Transportation Advisory Council (SSTAC) meetings

The SSTAC is an advisory group appointed by the Lake APC comprised of nine representatives from various user groups that meet quarterly to provide recommendations to the unmet transit needs process and other transit topics. DBC staff will prepare meeting materials, distribute and notice packets in accordance with the Brown Act, facilitate meetings, and prepare meeting minutes. The Lake SSTAC typically convenes quarterly, which will continue into the next contract period.

Involvement with the public outreach process

All transportation planning activities completed through the Lake APC require an involved public outreach process, pursuant to the Lake APC's adopted Public Participation Plan. DBC staff is very experienced in preparing proper notifications, acquiring meeting locations, and working with

consultants to provide the public the opportunity to be heard during the development of transportation projects in Lake County, as well as utilizing technology to offer alternative forms of participation.

GRANT PREPARATION & ADMINISTRATION

Monitor and assess state and federal policies, and legislation related to APC and comment as needed

DBC staff will attend various state and federal meetings to stay connected with ongoing and upcoming legislative matters. DBC staff will also maintain networking relations with legislative groups and email strings to ensure staff has a current understanding of policies. DBC staff knows addressing transportation-related issues in rural areas is crucial for ensuring the overall development and connectivity of the region. By actively participating in policy discussions on the state level and advocating for the needs of rural areas, DBC staff will help ensure that transportation issues and challenges are properly highlighted and addressed.

Oversee submittal of applications for state and federal grants as needed

It is essential for DBC staff to work closely with the Lake APC planning consultant to ensure the successful development and submission of state and federal grant applications. By partnering with local agency staff, DBC staff will oversee and coordinate the entire process, ensuring that the grant application components align with regional transportation goals and objectives for the Lake County region. DBC staff will play a crucial role in budget development, ensuring that the financial aspects of the grant applications are thorough and align with the goals of the agency and grant programs. This will involve working closely with the Lake APC planning consultant to accurately estimate costs and allocate funds effectively.

OVERALL WORK PROGRAM MANAGEMENT & DEVELOPMENT

Prepare and manage the annual Overall Work Program and update/amend as needed

In coordination with the Lake APC planning contractor, DBC staff will coordinate and develop the Lake County Overall Planning Work Program (OWP) in compliance with the Caltrans Regional Planning Handbook. Development will begin with a call for planning projects distributed to Lake APC's member agencies; coordination with the Technical Advisory Committee (TAC) to review and rank planning projects for inclusion in the OWP; then preparation of the draft document for Caltrans circulation and comment. DBC staff will incorporate Caltrans' comments into the final OWP document as appropriate for approval by the TAC and Lake APC Board.

DBC Staff will also prepare any required amendments to the OWP that will include adjustments to funding and/or the project tasks/scope. DBC staff, in coordination with the Lake APC's planning staff, will prepare amended OWP documents and required Caltrans forms for TAC and Lake APC Board approval.

Prepare Requests for Reimbursements related to funding identified in the Overall Work Program including preparation and submittal of quarterly/annual reports to Caltrans

DBC staff has successfully managed the OWP for many years, fully utilizing all funds awarded to the Lake APC through the OWP. Staff will continue monitoring and managing projects and financial expenditures of the OWP by fiscal year. Agency invoices, which are submitted monthly/quarterly, will be reviewed for accuracy and eligibility and tracked in an expenditure database by work element and funding source. DBC staff will work closely with the Lake APC planning contractor to process approved invoices. Staff will ensure expenditures and consultant contracts remain on task and meet deliverables through monthly/quarterly reporting and tracking and will submit quarterly project status reports and summaries of expenditures to Caltrans. Staff will provide final expenditure reports and project deliverables to Caltrans to complete year-end closeout requirements. Coordination and partnership between Caltrans District 1 and the Lake APC would be ongoing and essential for the management of the OWP to retain state/federal funding and valuable project deliverables. Concurrent with the

quarterly Caltrans status reporting, DBC staff will prepare Caltrans Request for Reimbursement packages for Rural Planning Assistance (RPA) state funds and any reimbursable grant funds.

REGIONAL PLANNING AND PROGRAM DEVELOPMENT

Coordinate with planning services contractor in the development of the Regional Transportation Plan and Active Transportation Plan every four years

It is vital for DBC staff to coordinate with the Lake APC planning contractor in the development and update of the Regional Transportation Plan and Active Transportation Plan. This collaboration ensures that the plans are comprehensive, well-informed, and align with the needs of the Lake County region. By actively participating in the process, DBC staff will provide valuable input, expertise, and insights that can enhance the plans.

DBC staff will play a key role in reviewing and providing feedback on draft policies, engaging in public outreach efforts, contributing to plan development, and ultimately supporting the approval process. This involvement helps to ensure that the plan reflects the priorities and goals of the region, addresses the unique challenges faced by rural areas, and promotes sustainable and equitable transportation.

Coordinate the planning, programming, and monitoring for the State Transportation Improvement Program (STIP) with the APC planning services contractor

In coordination with the Lake APC's planning contractor, DBC staff will prepare, amend, and monitor the Regional Transportation Improvement (RTIP). We propose to follow the process the Lake APC has used in the development of prior RTIPs. Each odd numbered year, the Lake APC considers the programming of projects that are to be included in the State Transportation Improvement Program (STIP) that goes into effect July 1 of the following year. This is done by developing the RTIP which programs the Lake APC's Regional Improvement Program (RIP) shares of funding as identified by the California Transportation Commission (CTC) in the Fund Estimate. The process will begin by getting direction from the Lake APC Board regarding a call for projects. Assuming there is a call for projects, DBC staff will coordinate with the Lake APC planning services contractor to distribute the application, RTIP policy, and scoring criteria to all eligible agencies. Once applications are received, they will be reviewed and ranked by the TAC, then a funding scenario will be recommended to the Lake APC Board to be included as part of the development of the RTIP. The Board will then consider the TAC's recommendation and direct staff regarding the development of the RTIP. Based on feedback from the Board, the planning services contractor, in coordination with DBC staff, develops a final draft that goes before the TAC, then the Board for formal adoption prior to the December 15 submission deadline. DBC staff and the planning services contractor will then work with CTC staff to ensure that what the Lake APC submitted is accurately reflected, to the best extent possible, in the STIP that is adopted by the Commission.

Between RTIP cycles, DBC staff will coordinate with the planning services contractor to monitor the RTIP to ensure that agencies allocate and expend their funds per STIP guidelines. If necessary, the Lake APC planning services contractor, in coordination with DBC staff, will work with the agencies to submit time extensions to make sure their funds don't lapse. Local agencies with projects programmed in the STIP may request changes be made to their project. When this occurs, the Lake APC planning services contractor, in coordination with DBC staff, will prepare an amendment and work with CTC staff to make the requested changes.

Participate in the Coordinated Human Services Transportation Plan process

DBC staff will coordinate with the Lake APC planning services contractor to conduct a procurement process to hire a consultant to update the Coordinated Human Services Transportation Plan. The plan was last updated in April, 2021, and the next five-year update is due in April, 2026. We will work with the consultant to update data in the plan detailing existing public and private transportation services and will assist in coordinating public and stakeholder workshops to solicit public input. We will

coordinate with the SSTAC and TAC to review the plan prior to review and adoption by the Lake APC Board at a legally noticed public hearing.

Prepare & Update Disadvantaged Business Enterprise (DBE) document, as required *(addressed with the task below)*

Prepare & Update Title VI Plan, as required

Since FTA funds pass through Lake APC to Lake Transit Authority, a Title VI plan is required. DBC staff will update the Lake APC's Title VI plan on a triennial basis, ensuring that the information in each update is as current as possible. Additionally, DBC staff will assist local 5310 recipients in developing and updating their Title VI plans to ensure their compliance with Title VI. DBC staff will complete all relevant Disadvantaged Business Enterprise (DBE) documents when procuring services using federal funds.

Administer funding awarded to local agencies under the Carbon Reduction Program (CRP) and other similar programs as needed

DBC staff, in coordination with the Lake APC planning consultant, have participated in guidance on the new Carbon Reduction Program (CRP) and coordinated the approval of policies and project selection processes by the Lake APC Board. The coordination efforts between DBC staff, the Lake APC planning consultant, and Caltrans to manage project funding and implementation are crucial for the success of the program. By using a structured process for project selection, programming, and monitoring, DBC staff will ensure program funds are utilized effectively and projects are delivered in a timely manner. The experience gained from managing similar programs, such as the Highway Infrastructure Program, will help guide the implementation of the CRP.

INTERAGENCY RELATIONSHIPS

DBC staff has extensive experience in coordinating with our transportation partners. As administrative staff, we have taken the role of representing the Lake APC as the Regional Transportation Planning Agency (RTPA) very seriously. RTPAs often play a very important role acting as the liaison between the local partners and state and federal agencies. Such interactions include, but are not limited to:

Coordination and consultation with Native American Tribes within the APC jurisdiction

With seven Native American Tribes located in the Lake County region, DBC staff values their partnership and recognizes maintaining a cohesive relationship as an essential part of transportation planning in Lake County. As the Lake APC Administrative and Fiscal Services consultant, DBC staff will encourage ongoing coordination and collaboration with all tribes in the area to ensure Native American values, beliefs, and comments are welcomed and supported by the RTPA. Additionally, DBC staff will participate in Caltrans Quarterly Tribal meetings, include all tribes in the distribution of meeting packet materials, and encourage involvement in all public participation events.

Coordinate and consolidate services with Lake Links, as the Consolidated Transportation Services Agency (CTSA)

As the founding member, DBC staff played an integral part in the creation of Lake Links, a non-profit agency intended to coordinate, facilitate, and provide mobility options to residents in Lake County. Currently serving on the Board as an Ex-Officio member, DBC staff has continued to provide ongoing support and guidance to Lake Links, assisting with program development, grant writing, and stakeholder engagement.

Engage with local, state and federal elected officials

DBC staff assists local agencies with the preparation of grant applications, serves on Project Development Teams (PDTs) or Technical Advisory Groups (TAGs), monitors transportation related items on local agency agendas, and attends local meetings as needed. DBC staff offers grant application

assistance to local tribes and may serve on tribal transportation committees, as requested. DBC staff also assists local community organizations on transportation or transit related grant applications and partners on related projects, as appropriate. DBC staff regularly tracks, researches, evaluates, and responds to legislative bills pertinent to transportation planning and provides recommended action to the Lake APC Board of Directors when needed.

Ensure continued membership and execution of duties with California Association of Councils of Government (CALCOG), National Association of Regional Councils (NARC) and Rural Counties Task Force (RCTF), etc.

CalCOG provides an opportunity for regional governments to come together to discuss and find solutions on regional governmental matters. Lake APC's participation with CalCOG provides a rural perspective on statewide regional governance issues that may not have otherwise been considered. Similarly, Lake APC's participation in NARC offers staff the chance to keep current on national policy issues, federal policy development, and gain perspective by collaborating with COGs, MPOs, and other regional organizations on the national level. DBC staff participates in the RCTF, which consists of 26 rural counties and meets bi-monthly, to discuss statewide transportation issues and advise the CTC on rural transportation issues. Participation in CalCOG, NARC and RCTF meetings, and various committees will continue.

Serve as the liaison to the California Department of Transportation (Caltrans) and participate in Caltrans District 1/RTPA quarterly meetings and Local Assistance monthly meetings

Caltrans staff are an integral partner on many of our efforts and maintaining those relationship is critical to both the Lake APC and our local agencies. Over the years, DBC staff has built strong relationships with District 1 and Caltrans Headquarters staff that enable us to successfully move our projects forward and act as a liaison for local agencies.

DBC staff will continue coordinating with Caltrans on activities such as developing and managing the OWP, RTIP, RTP, and other planning documents. Lake APC administrative staff also participates in quarterly RTPA/District 1 meetings, monthly local assistance meetings, quarterly tribal meetings, and other tribal meetings that provide consultation and coordination in the transportation planning process.

Attend and serve as liaison to the California Transportation Commission and attend CTC meetings/hearings

Attending CTC meetings and hearings is essential when advocating for projects in the RTIP or testifying on other topics impacting rural areas relating to state policies and transportation programs. The CTC is responsible for developing and approving guidelines and allocations for many of the programs that fund transportation projects in our region. DBC staff will continue to work with CTC and attend meetings and hearings to provide comments, as needed, for both APC projects or those of our local agencies.

Provide staffing to regional and statewide committees as necessary

As demonstrated, DBC staff currently serves on several regional and statewide committees and are committed to serving on others as needed if the opportunity arises.

Provide local agency support as needed

DBC staff will support local agencies, as needed, in managing and executing projects funded by federal and state sources, creating grant applications, reporting on projects, and attending Caltrans and local agency status meetings. DBC staff have an excellent record of supporting our partner agencies.

JPA FUNCTIONS

Participate in regional economic development, climate resiliency, and other regional planning efforts as appropriate and directed by the board

On occasion, DBC staff in their role as staff to the RTPA, engage in efforts that go beyond transportation

planning activities to include economic development, regional planning, and climate resiliency efforts. One example is participation in the newly formed Rural Regional Energy Network (REN) which will bring energy efficiency programs to Lake County. Another regional effort staff are currently participating in is the Redwood Region Rise, which will provide the opportunity to participate in economic development efforts in Lake County. Staff have also recently become a part of the Lake County Community Organization Active in Disaster (COAD), that develops and supports the communities in all phases of disasters.

Participate in the Regional Housing Needs Allocation process in collaboration with the planning services contractor every 8 years and monitor implementation as appropriate

DBC staff, in coordination with the Lake APC planning services contractor, will coordinate the Regional Housing Needs Allocation (RHNA) process in conjunction with State Housing Element law. We propose to use the process the Lake APC has used over the last several RHNA cycles. The RHNA process is done every eight years, takes approximately a year to complete, and is done in collaboration with the member jurisdictions. DBC staff, along with the Lake APC planning services contractor, will work with the State's Housing and Community Development Department to determine the number of housing units assigned to the region. Once the number of housing units has been finalized, staff will work with the jurisdictions to arrive at a regional allocation. This allocation will then be reflected in local agencies' housing elements and monitored by Lake APC staff. If RHNA amendments are needed due to annexations or other valid reasons, we will work with the Lake APC planning services contractor and affected jurisdictions to process an amendment, as appropriate.

Participate in activities and manage local agency activities funding as part of the Regional Early Action Planning program in collaboration with the planning services contractor

In 2020, DBC staff, in coordination with the Lake APC planning services contractor, conducted a local agency application process for suballocation of Regional Early Action Planning (REAP) funds that were received by the Lake APC. DBC staff has participated in, and managed local agency activities funded through this program. That work is expected to be complete by the end of the contract period. Should similar programs come about in the future, DBC staff will participate as Lake APC staff as appropriate.

LAKE COUNTY SAFE

Administer and oversee Service Authority for Freeway Emergencies (SAFE) including preparation of annual budget, meeting reports and agendas, update of implementation plan, participation in statewide CalSAFE meetings, ensure monitoring and regular maintenance of existing system

The Lake County Service Authority for Freeway Emergencies (SAFE) currently manages 68 emergency call boxes across the region. DBC staff, in coordination with the Lake APC planning consultant, will be responsible for the administration and management of the call box program. DBC staff will monitor the operational status through the maintenance system, address operating issues by evaluating operational reports, and scheduling necessary field assessments. DBC staff will oversee the development of the Lake SAFE's Financial Implementation Action Plan. DBC staff will ensure the planning consultant identifies and coordinates new installations consistent with regional goals, cellular/technology restrictions, and budgetary constraints. DBC staff will coordinate with the call box field technician to assess, develop, and deploy the newest technologies as they evolve and become available.

DBC staff will maintain partnerships and execute agreements with Caltrans and the California Highway Patrol (CHP). DBC staff will coordinate with CHP, as the system's Primary Answering Point for the call boxes, to ensure their operational system is properly identifying call boxes and that they are utilizing the required technology for communication purposes. DBC staff will work closely with Caltrans to maintain annual encroachment permits for ongoing field maintenance and new installations. DBC staff will also

continue to work closely with other SAFEs and consulting firms across the state to seek out additional opportunities and tools that bring state of the art technologies in this rural region.

DBC staff, as the Administrative and Fiscal Contractor, will develop and maintain the annual program budget, approve and process invoices, maintain accounting records for all invoicing and revenues, and coordinate fiscal audits. DBC staff will facilitate SAFE Board meetings, prepare agenda items and packet materials, and execute agreements as necessary.

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.

EXHIBIT B
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2.
3. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to APC.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by APC. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to APC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Davey-Bates Consulting

Signature (original signature required)

Date

EXHIBIT C
FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

EXHIBIT D
DISADVANTAGED BUSINESS ENTERPRISES
(DBE) INFORMATION FORM

EXHIBIT E
CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the APC Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any APC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES

NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any APC Director(s) in the three months following the award of the contract?

YES

NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude RAPS from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission,
428 J Street, Suite 800,
Sacramento, CA 95814,
(916) 322-5660.

APC Board of Directors

Agency	Representative	Alternate Representative
County of Lake County of Lake City of Clear Lake City of Lakeport City of Lakeport City of Clearlake	Bruno Sabatier Moke Simon Russell Perdock Stacey Mattina Kenneth Parlet Russ Cremer Jeff Hansen	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p align="center"><i>Congressional District, if known:</i></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center"><i>Congressional District, if known:</i></p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

TITLE: Lake APC Agreement for Professional Services

DATE PREPARED: June 4, 2024

MEETING DATE: June 12, 2024

SUBMITTED BY: Maura Twomey, Executive Director, Regional Analysis and Planning Services (RAPS)

BACKGROUND:

The Lake County/City Area Planning Council (APC) Board engaged the services of RAPS to conduct the agency's procurement for Planning staffing services in accordance with State and Federal requirements.

On May 12, 2024, the Executive Committee recommended that the full Board award the contract to Dow & Associates. The Board approved that recommendation and directed RAPS to negotiate the contract and bring it back to the full Board for approval at the June 12, 2024, meeting.

ACTION REQUIRED: Board approval of the draft Planning Services contract.

ALTERNATIVES: None

RECOMMENDATION: The Board approve the attached draft contract and direct the Chair to sign and execute the document.

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.: _____

EXHIBIT A
SCOPE, SCHEDULE AND BUDGET

Dow & Associates Scope and Method to Provide Planning Services to the Lake County/City Area Planning Council

Hours and Days of Operation

Dow & Associates will provide a turn-key operation to deliver planning services to the Lake County/City Area Planning Council. Our offices in Ukiah will be open to the public and stakeholders in person or by phone Monday through Friday, 8:00 to 5:00. There are eleven holidays throughout the year when our offices will be closed.

Coordination

Coordination with the administrative and fiscal services contractor is a theme that repeats throughout the tasks described in the following sections. Dow & Associates is well aware of the need for and value of close coordination with the planning services contractor and has successfully coordinated with the other staff contractor since 2014. It has been our goal to present to our partners and member agencies a seamless and unified agency staff. While some tasks may fall more within the realm of administration or planning, the work of each contract affects and informs the work of the other.

Scope of Work

Federal and State Legislative Requirements

Regional transportation planning agencies in California must understand and work within the framework of a number of federal programs that are administered through the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Dow & Associates will **coordinate with the administrative and fiscal services contractor to implement all federal transportation planning requirements as mandated by the federal transportation bill, Infrastructure Investment and Jobs Act (IIJA)**, and its successor transportation bills, as well as requirements of programs created under those bills and legislation. Below are highlights of tasks that will be performed by Dow & Associates in coordination with the administrative and fiscal contractor in accordance with federal legislation. Detail on these responsibilities is provided in the subsequent sections of the scope.

- Implement IIJA and its successor transportation bills
- Work with local agencies to ensure that Surface Transportation Block Grant (STBG) funding flows to eligible projects
- Assist local agency partners to improve competitiveness for funding that may be available under programs such as the Highway Safety Improvement Program (HSIP), Safe Streets and Roads for All, Rebuilding American Infrastructure with Sustainability and Equity (RAISE), or Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT).

Regional transportation planning agencies were established by State legislation. Rural agencies receive State planning funds to ensure that certain processes are maintained and products produced. Dow & Associates will **coordinate with the administrative and fiscal services contractor to implement all State transportation planning requirements as mandated by the State legislation, as well as requirements of programs created under the legislation**. As a regional planning agency, State law also dictates that Lake APC has responsibility for certain housing related planning. Below are highlights of tasks that will be performed by Dow & Associates in coordination with the administrative and fiscal contractor in accordance with State legislation. Detail on these responsibilities is provided in the subsequent sections of the scope.

- Under guidance provided by the administrative and fiscal services contractor, plan for and develop candidate projects for inclusion into the biennial Regional Transportation Improvement Program
- Prepare, monitor, and amend the Regional Transportation Improvement Program (RTIP) according to schedule and manage funds in the State Transportation Improvement Program (STIP)
- Update the Regional Transportation Plan (RTP) every four years and ensure consistency with State guidelines and APC policies
- Coordinate with the administrative and fiscal services contractor to conduct the Unmet Transit Needs process, if appropriate
- Conduct the local Regional Housing Needs Assessment (RHNA) process to comply with State law and aid member entities in development of local General Plan housing elements.

Regional Transportation Planning Agency Activities

Lake County/City Area Planning Council Board and Committees

Dow & Associates, as planning staff, will **attend all Lake APC Board meetings** for which it will **prepare and present thorough staff reports** on current and upcoming planning projects, as well as any other issues impacting the Board or regional transportation in general. We will coordinate with the Administrative contractor to identify and prepare agenda items for Board consideration, including any noticing and scheduling of public hearings as may be required. We will also consider recent actions or recommendations by the Technical Advisory Committee when planning for Board meetings. Staff makes every effort to stay informed of transportation related matters that affect Lake County residents and visitors, and will report to the Board relevant findings as needed.

Dow & Associates planning staff will be responsible for the preparation, coordination, and follow-up for **APC Technical Advisory Committee (TAC) meetings**. Typically held on a monthly basis, staff will **develop TAC agendas** based on agency needs and upcoming issues, prepare and distribute topical reports, recommendations, and packet material, and present items in the meetings. In coordination with admin and fiscal services staff, meetings will be conducted subject to Brown Act requirements. Our staff will **prepare TAC minutes** for presentation at the subsequent TAC meeting for approval by at least two-thirds of the voting members present, as per APC Committee Rules.

Numerous issues are presented to the TAC for its review and consideration from which it will ultimately make recommendations to the Lake APC Board. As new programs or requirements emerge, Dow staff may present topics to the TAC for input. A recent example was the new Carbon Reduction Program. We developed a draft policy and project selection strategy for TAC input before recommending adoption by the APC Board. As staff to the TAC, our planners research issues and provide thorough, written staff reports to inform TAC members on key issues and coordinate with partner agencies to schedule presentations on pertinent issues.

In addition to the Technical Advisory Committee, Dow & Associates will participate in other committees of the APC as needed. A primary example is planning projects related to transit that may be presented to the **Social Services Transportation Advisory Council**. In addition, planning staff will also be available to attend **Executive Committee** meetings if appropriate.

Overall Work Program Implementation

Dow & Associates, as planning staff to the Lake APC, has worked closely with the administrative and fiscal services contractor to manage the Overall Work Program (OWP) for many years, fully utilizing all

funds distributed through the process on an annual basis. The process of **preparing the annual Overall Work Program** begins by collaborating with administrative and fiscal services and the TAC to identify agency needs for possible inclusion into the program. Depending on the budget available in a given fiscal year, projects are prioritized, ranked, and selected for inclusion into a draft version. We may apply for grants for special projects to increase project capacity. The draft OWP is then brought to the TAC for discussion and comment, prior to the committee providing a recommendation to the APC Board.

Once approved, Dow & Associates serves as lead staff for all APC implemented work elements. Some Work Element projects may be done entirely by Dow staff, such as preparation of the Regional Transportation Plan, while some more specific grant funded projects will be conducted by outside consultants through contracts with the agency, such as the triennial Pavement Management Program updates. For projects that require outside consultant services, we will conduct all procurement and contracting in accordance with APC policy, as well as any relevant State and federal requirements. We will participate in tasks and oversee consultant efforts throughout these projects.

Dow staff will continue to monitor and manage project performance and expenditures in the OWP each fiscal year. We will work with administrative staff to process eligible and approved invoices and **amend the Overall Work Program** if needed. We will also ensure that expenditures and consultant contracts remain on task through monthly/quarterly reporting and tracking.

Finally, Dow & Associates planning staff will coordinate with the administrative contractor to **prepare quarterly reports** for Caltrans that reflect OWP project and expenditure status. Our staff furnishes final expenditure reports and project deliverables to Caltrans annually to complete **annual year-end closeouts**. Coordination and partnership between Caltrans District 1 and our staff is ongoing and essential for the management of the OWP to retain State/federal funding and valuable project deliverables.

Regional Plan Development

One of our major responsibilities as the Lake APC's planning staff is **development of the Regional Transportation Plan**, the region's primary long range transportation planning document due every four years. Dow & Associates has been responsible for writing and updating the multi-modal Regional Transportation Plan (RTP) for the last three decades. The **Active Transportation Plan** was originally developed as a separate document, but since 2017 has been combined with the RTP. The 2022 Lake County Regional Transportation Plan/Active Transportation Plan was adopted in February 2022. We will update the combined plan in compliance with the State's RTP guidelines in effect at the time, State Active Transportation Program requirements, and other relevant State or federal requirements. The next update is due no later than February 2026. We plan to begin work on this update in the first Fiscal Year of the upcoming contract period.

The process for the RTP requires approximately one and a half years. Primary tasks for planning staff will include:

- A comprehensive public engagement component (e.g. media advertising, surveys, in person workshops, interactive online tools, etc.) throughout the update process
- Demographic overview of the region
- Input from multiple agencies (e.g. local public works, Tribal, and transit officials, community organizations, Caltrans, etc.)
- Analyses of several multi-modal elements, including State Highways, Local Streets and Roads, Active

Transportation, Transit, Tribal Transportation, and Aviation as well as consideration of region-wide Overarching Issues (e.g. GHG emission reduction, Complete Streets, wildfires, etc.)

- Consideration of anticipated transportation revenues during the RTP timeframe
- Environmental evaluation of RTP impacts and corresponding CEQA analysis

Upon completion of a draft Regional Transportation Plan/Active Transportation Plan, comment will be solicited from Caltrans, as well as the general public, prior to review and adoption by the Lake APC Board. Throughout this process we will ensure compliance with all public hearing and legal notice requirements relative to the RTP and environmental document.

Dow & Associates, as planning staff, will continue to ensure that both the **Coordinated Public Transit – Human Services Transportation Plan** for Lake County and **Public Participation Plan** are maintained/updated as required. The “Coordinated Plan” was last updated in April 2021, with the next update slated for 2026. Planning staff will ensure that the next plan will be prepared consistent with regulations of the Federal Transit Administration (FTA) as a coordinated, comprehensive strategy for public transportation service delivery that identifies the needs of individuals with disabilities, seniors, and individuals with limited incomes. For the last update, the APC had the benefit of participating in a State procured contract for the update of several rural Coordinated Plans by the University of the Pacific. If a State contract is offered for the next update, we would recommend that path again.

Dow staff developed the APC’s first **Public Participation Plan** in 2008, which is periodically updated to reflect changes in engagement needs, requirements, and methods. The Public Participation Plan will again be updated by December 2025 (five years from the previous update), and will follow the requirements of the latest federal transportation bill.

Grant Preparation & Oversight

One of the critical roles of the Lake APC’s planning services contractor will be to bring in additional funding to the region through competitive grant programs. We have a long history of **success in competitive grant programs** and have secured funding for many important APC planning projects, such as the current Lake County Wildfire Evacuation and Preparedness Plan. Additional examples of our success in securing planning project funds are included in the “Project Experience” section of this proposal. As APC planning staff, we will **coordinate with administrative and fiscal services to prepare State and federal grant applications**, to ensure that grant program requirements are addressed, matching funds are available, and competitive applications can be submitted. Grant applications are prepared by planning staff, with input and signature by the APC Executive Director.

With every new grant program (or cycle of existing program), funding agencies typically hold a series of workshops on guideline development to provide opportunities for interested agencies to provide input prior to a Call for Projects. Dow & Associates, as current planning staff, has extensive experience in **participating in development of State and federal grant programs and guidelines** to provide input, learn about the programs, and advocate for the concerns of rural transportation agencies in cases where urban issues appear to be overly dominant. Staff will continue to take advantage of these opportunities to provide input and ensure that our local projects remain competitive.

Dow & Associates, in its current role as planning staff for the Lake APC, has years of experience **assisting local agencies in preparing grant applications for planning and implementation projects**. Small local agencies often do not have enough staff to dedicate time to lengthy grant applications. Our staff’s extensive grant experience and expertise allows us to help those agencies to successfully

compete by writing or assisting with writing of applications. Recent examples include planning documents such as the 2022 State Route 53 Corridor Study with the City of Clearlake, and the 2020 Eleventh Street Corridor Study with the City of Lakeport. Capital projects include assistance in securing Active Transportation Program funds (e.g. Clearlake Sidewalks and Bike Lane improvements in 2021, Lakeport Hartley Street Safe Routes to School in 2016) for local jurisdictions in the region. Dow & Associates will continue to offer assistance to local and Tribal agencies to prepare grants throughout the upcoming contract period.

Dow planning staff will continue to **coordinate with the Lake APC administrative and fiscal services, Lake Transit Authority, and Lake Links (CTSA) to prepare grant applications for transit operations and capital projects** in the upcoming contract. We have assisted with successful application under the Federal Transit Administration (FTA) 5310 program for capital and operations needs, including the Lake Links mobility management program and Lake Transit Authority's paratransit services. We were also instrumental in writing the Transit and Intercity Rail Capital Program grant totaling \$12,994,264 for construction of a regional transit center in Clearlake, as well as hydrogen buses and related infrastructure for LTA. We will continue to collaborate with transit partners to prepare 5310 program applications, typically every two years, to continue funding these important mobility and paratransit programs, and applications for other transit operations and capital programs as available and appropriate.

Once grants are awarded, we will conduct all required steps for **grant management** as appropriate, such as procurement and reporting, for APC administered grants. All grants will be implemented **consistent with the individual grant programs and relevant State and federal requirements**, such as Disadvantaged Business Enterprise requirements. Dow & Associates, in its current role as Lake APC planning staff, has successfully managed a large number of grant projects from several sources including both State and federal programs. Planning staff has a long track record in meeting grant program requirements and enjoys a strong working relationship with Caltrans in ensuring timely delivery of products within allotted budgets. Staff is also well versed in **procurement processes, including RFP preparation and competitive consultant selection practices**, which are consistent with the APC's procurement manual and State and federal policies. Other critical steps in procurement include documenting forms of RFP advertising, formation of Consultant Selection Committees, appropriate methods of scoring and ranking, and summarized recommendations to the Lake APC Executive Director, prior to contracting. Planning staff works with administrative and fiscal services staff, which serves as the contract officer for individual projects. Dow & Associates will continue in this role throughout the contract period.

Lake County/City Area Planning Council Managed Funding Programs

Each odd numbered year, Lake APC considers the programming of projects that are to be included in the **State Transportation Improvement Program (STIP)** that goes into effect July 1 of the following year. This is done by **developing the Regional Transportation Improvement Program (RTIP)**, which programs Lake APC's Regional Improvement Program shares of funding as identified by the California Transportation Commission (CTC) in the Fund Estimate. Dow planning staff, in coordination with the administrative services contractor, typically begins the process by requesting direction from the Lake APC Board regarding a call for projects and reviewing APC policies to determine the need for updates. In cycles when it's appropriate to conduct a call for projects, we will distribute the application, RTIP policy, and scoring criteria to all eligible agencies. We will be available for assistance to the local agencies during the application period. Once applications are received, they are reviewed and ranked by the TAC. Typically, planning staff uses TAC input to develop a funding scenario for review by the

APC Board. Based on feedback from the Board, planning staff, in coordination with the admin and fiscal services contractor, develops a final RTIP for TAC recommendation and formal adoption by the Board prior to the December 15 submission deadline. We then work with CTC staff to ensure that the Lake APC submittal is accurately reflected, to the best extent possible, in the STIP that is ultimately adopted by the Commission. As part of this process, we may also present information at meetings of the California Transportation Commission. Planning staff will follow this process according to schedule.

Between RTIP cycles, **planning staff monitors the RTIP/STIP projects to ensure that agencies allocate and expend their funds per STIP guidelines.** One way that we accomplish monitoring is by participating in quarterly Local Agency/Caltrans project status meetings or scheduling individual meetings if needed. We will take appropriate measures to ensure fund management and project delivery. If necessary, planning staff will work with the agencies to submit time extensions to make sure their funds don't lapse or work with local agencies to develop amendments when the need for changes to existing projects arise. When this occurs, Lake APC planning staff, in coordination with the admin and fiscal services contractor, will prepare an RTIP amendment and work with CTC staff to make the requested changes in the STIP.

The **Carbon Reduction Program (CRP)** is a fairly new, multi-year funding program for the region. Dow & Associates, in its role as Lake APC planning staff developed a draft Carbon Reduction Program (CRP) Policy and Application Requirements that were presented to the TAC. Based on their input, we developed a final draft for TAC review and recommendation. The Board approved the CRP Policy/Application Requirements in February 2024, and we will conduct the first call for projects within the current contract period. We will coordinate with the administrative and fiscal services contractor to **conduct calls for projects** for future years of funding, work with the TAC and Board for project approval, and **work with Caltrans to program approved projects.** Following programming, we will work with the local agencies to monitor project delivery and ensure use of funds. All future CRP tasks will follow the adopted procedures. This process of policy and guideline development will be used for other similar programs as they are created through legislation. A previous example of this process was the Highway Infrastructure Program, which is now fully programmed and we continue to monitor.

Intergovernmental and Local Agency Relationships and Coordination

An integral part of providing planning services to the Lake APC is creating and maintaining positive relationships with the local, regional, Tribal, State and federal agencies that play key roles in our region or in the programs that benefit and affect our region. In its many years providing planning services to the APC, Dow & Associates has excelled in this area. We have created strong relationships with staff of the JPA member agencies and other local agencies, such as Lake Links. These relationships enable us to easily work with these agencies to understand needs, conduct planning efforts that include those agencies, and ensure that both planning and capital project delivery tasks are accomplished.

Lake County is home to seven federally recognized Native American Tribes. Dow & Associates, in its role as Lake APC planning staff, is working to ensure ongoing **coordination and consultation with these Tribal governments.** We participate in Quarterly Lake County Tribes & Caltrans meetings, which focus on key areas such as exploring grant and funding opportunities, project status reports and legislation discussion that may impact Tribes directly or indirectly. Grant and funding discussions are significant in identifying potential funding resources for various projects and initiatives. Quarterly meetings allow the staff to stay informed on Tribal developments and ensure that all agencies are aligned with project timelines. Dow & Associates also works with Tribal partners by providing feedback and input on projects, letters of support, or assistance with grant applications, when requested. For instance, planning staff recently participated on a Technical Advisory Group for a Tribal Long Range

Transportation Plan for the Robinson Rancheria. Tribal input is solicited for regional planning documents such as the RTP/ATP, or other relevant projects (e.g. Countywide Wildfire Evacuation and Preparedness Plan). In an effort to strengthen relationships and expand our work with the Tribal governments and their staff, we have recently applied for Sustainable Transportation Planning Grant funds to initiate a Tribal Transportation Needs project. We will continue such partnerships and outreach efforts, as well as explore ways to expand these partnerships, in the new contract period.

Working with Cities and the County also make up a big part of the work we do as Lake APC planning staff. In addition to the collaboration that takes place during Technical Advisory Committee meetings, we also **work with local agencies on an ongoing basis to offer grant support, project input and project management and delivery assistance**. Examples of the types of assistance that Dow & Associates will provide includes **assistance with reporting and programming/eligibility requirements** for SB 1 programs (i.e. Local Partnership Program); **support delivery of grant-funded** projects by participating in stakeholder outreach, and serving on project development teams. We have also benefited local agencies by combining individual jurisdiction projects into one larger regional project, creating efficiencies through consolidated procurement and project management. Two examples of this are the HSIP funded City Local Road Safety Plans and the triennial Pavement Management Program updates.

Dow & Associates, as planning staff, will **attend quarterly Local Agency/Caltrans Project Status meetings**. These meetings serve as a platform for discussing the progress and status of local agency projects and **monitoring project delivery**. By attending these meetings, planning staff will stay informed on the developments and ensure that that all agencies are aligned with the project timelines. When project issues are identified in these meetings, we will assist local agencies with necessary steps to address the issues.

Another important relationship is with our local transit agencies. Dow & Associates will continue to **attend meetings of the Lake Transit Authority and provide reports** as needed. We will collaborate with LTA or CTSA staffs to prepare applications for capital or operations grant funds. In other cases, planning projects focused on transit will be undertaken by Lake APC to study transit needs or conditions in need of improvement. Past examples of **transit planning projects** that Dow & Associates has led include a Bus Passenger Facilities Plan (2019), a Transit Center Location Plan (2017), and an update to the region's Transit Development Plan (2023). We will continue these partnerships with transit agencies throughout the new contract period.

As Lake APC planning staff, one of our roles is to serve as **liaison to State agencies, including Caltrans and the California Transportation Commission (CTC)**. The **California Transportation Commission** is one of the major agencies with which Dow & Associates will interact as MCOG staff. They and their staff are responsible for developing and approving guidelines, allocations, extensions and other programming actions for many of the projects and programs that fund transportation projects in our region. In this contract period, we will continue to **serve as a liaison to the CTC**, interacting with staff and attending Commission meetings as appropriate to represent the interests of the APC, our local agencies or projects. For instance, if a project programmed in the STIP needs to be amended, we will work with Caltrans and CTC staff to get it on an agenda, submit all necessary documents, and answer questions that may arise, then attend the CTC meeting at time of approval. Of course, we also interact with **Caltrans** staff on a nearly daily basis. They are a key partner and frequent funding agency in many of our efforts, and maintaining this relationship is critical. Dow & Associates has strong relationships with District 1 staff as well as key staff in Caltrans Headquarters that enable us to successfully move our own projects forward and serve as liaison for local agencies. Our collaborative

efforts with these agencies help ensure that transportation projects align with State policies and facilitate approval of necessary funding or support.

Part of our interactions with State and federal agencies and decision makers will include **monitoring and evaluating legislation** that is relevant to matters of rural transportation planning as well as issues that may have an overall impact on the region, such as housing or climate resiliency. In certain cases, staff may recommend that the Lake APC Board take a position on pending legislation considered to be in the best interest of the region. When appropriate, we will prepare and submit comments to the elected officials or their staff on proposed legislation, or letters in support or opposition to legislation if approved by the Lake APC Board or consistent with the agency's policies. In order to remain current, staff is on a number of legislative listservs as a means of monitoring pertinent legislation.

In addition to our interaction with State agencies, we also participate in several Statewide or regional organizations as staff to the Lake APC. In this upcoming contract, we will continue to **attend the Statewide Regional Transportation Planning Agencies group meetings** on a regular basis to stay abreast of transportation issues and programs under discussion at the State level. These meetings are typically more urban-focused than rural, but are informative as they are often attended by department heads and leaders of key programs, and provide an overview of items appearing on the upcoming CTC meetings. As Lake APC planning staff, we will also continue to **participate in Rural Counties Task Force meetings**. These rural-focused meetings provide a good source of relevant information, as well as access to key State staff, who often attend to provide important program updates. These groups are useful in keeping staff informed of program requirements, funding opportunities, and other aspects of programs of interest to Lake APC. The Task Force also provides a platform for communicating our rural needs to State decision makers. Nephela Barrett, Planning Principal, has served as an RCTF officer for the last several years, and is the current Chairperson. Dow staff has been actively engaged in the 16-county **North State Super Region** since its inception, including initiating a new North State Zero Emission Vehicle (ZEV) Working Group. We will continue participation in this upcoming contract period. In addition to these ongoing groups, Dow & Associates will participate in other committees as appropriate. For example, Senior Planner, John Speka, currently participates on the Pedestrian and Bicycle Advisory Committee, formed by Caltrans District 1 staff to review current or potential active transportation projects within Caltrans facilities in the region. Participation in all of these Statewide or regional groups, including **committee assignments** for these groups or for specific topics, will continue in the new contract period.

Other Joint Powers Agreement Activities

Most of the tasks and responsibilities carried out by Dow & Associates as Lake APC planning staff fall within the regional transportation planning functional area. However, the Lake APC's Joint Powers Authority (JPA) allows for other regional planning activities in addition to transportation planning. Responsibilities taken on for the Council of Governments (COG) outside of that area are summarized in this section.

One major responsibility for planning staff is **conducting the Regional Housing Needs Allocation (RHNA)** every eight years. Dow & Associates will continue to do this in coordination with the administrative and fiscal services contractor in the upcoming contract period. The process is conducted over about a year, in collaboration with the member jurisdictions. Planning staff first works with the State Department of Housing and Community Development to accept or appeal the determination of housing units assigned to the region. Next, staff works with the jurisdictions through an interactive process to arrive at a regional allocation which we incorporate into the Regional Housing Needs Plan

adopted by the APC. **Implementation by local agencies through their housing elements will then be monitored**, and the RHNA may be amended if needed. State law and the California Department of Housing and Community Development (HCD) have established procedures that Dow & Associates will follow in implementing this process.

In 2020, funding was made available from the State to organizations that have RHNA responsibility through the **Regional Early Action Planning program (REAP)**. Dow & Associates staff coordinated with the administrative and fiscal services contractor to apply for funds, conduct a local application process for suballocation, and work with HCD to utilize the funding. We expect that the work under this program will be nearing completion by the start of the new contract period. If similar funding programs are made available in the future, Dow & Associates will again participate as APC planning staff to **implement and administer new programs** as appropriate.

Lake Service Authority for Freeway Emergencies (SAFE)

The **Lake County SAFE program** is operated in partnership with the Caltrans, the California Highway Patrol (CHP), the California Department of Motor Vehicles (DMV). The program is funded through a specific vehicle registration fee charged by the DMV. Dow & Associates, in collaboration with the administrative and fiscal services contractor has been responsible for successful installation of the Lake SAFE existing motorist aid call box system, which includes cellular and satellite boxes. In order to **implement the functions of the Lake SAFE program**, we will review exception/alarm reports via maintenance computer and conduct on-site inspections of emergency call boxes in Lake County. We will provide inspections results to the administrative and fiscal services contractor to coordinate additional follow-up if needed. Planning staff will also conduct call box location assessments as needed to determine service availability, site suitability, and installation/modification needs. These tasks ensure that these devices are operational and ready for public use in the case of emergencies. In addition, staff is also tasked with the responsibility of revising and updating the Strategic Action Plan for this program, in coordination with the administrative and fiscal services contractor. We will accomplish this through a thorough system assessment and planning process aimed at setting directions and allocating financial resources effectively for the upcoming years. Update of the plan will also include examining other optional functions of a SAFE agency in accordance with State requirements.

Dow & Associates Schedule of Contract Performance

Regularly Occurring Tasks and Milestones

Much of the work to be performed by our staff for the Lake APC is ongoing and does not lend itself well to a schedule. Tasks that are either too frequent, are ongoing, or have an undetermined schedule are not included here. For instance, supporting local agencies on project delivery, OWP implementation, OWP records management, or inspecting call boxes happens on an as-needed or ongoing basis. The timing of efforts such as grant writing are dictated by the programs themselves, which often have fluctuating timelines. Shown in the following tables are highlights of some of the recurring major tasks.

Monthly Tasks (approximate)	Annual Tasks
<ul style="list-style-type: none"> • Lake APC Board meetings and preparation • Lake TAC meetings • Lake Transit Authority Board meetings • California Transportation Commission meetings • Rural Counties Task Force (bi-monthly) 	<ul style="list-style-type: none"> • Overall Work Program development & implementation • Caltrans District 1 Tribal Summits • Lake SAFE budget development • Lake APC Executive Committee meetings (as needed) • Caltrans Sustainable Transportation Planning Grants development and application submittal
Quarterly or Semi-Annual Tasks (approximate)	
<ul style="list-style-type: none"> • Caltrans/Native American Tribal meetings • Local Agency/Caltrans Project Status meetings • North State Super Region meetings • North State Zero Emission Vehicle Working Group meetings • Caltrans District 1 Pedestrian and Bicycle Advisory Committee meetings • Overall Work Program quarterly reporting • Social Services Transportation Advisory Council meetings 	

Intermittent Tasks & Milestones

In the following table are items or milestones that will occur during the five-year contract period on a less frequent basis. These are not annual or ongoing activities, so lend themselves better to a schedule format. Competitive programs listed are examples of potential funding sources that are often considered, although not mandatory. Cycles for these may vary. Some of the processes to reach the milestones shown here may extend over more than the Fiscal Year in which the milestone is shown.

Intermittent Task or Milestones	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29-29/30 Q1
Regional Transportation Plan & Active Transportation Plan development and adoption	✓	✓			
Regional Housing Needs Allocation Plan Adoption			✓		
Regional Transportation Improvement Program Adoption		✓		✓	
Coordinated Plan Update & Adoption		✓			
Public Participation Plan update and adoption		✓			
CRP call for projects and programming	✓	✓	✓		
Pavement Management Program		✓			
Local Partnership Program (SB1)	✓		✓		✓
Active Transportation Program	✓		✓		✓
Highway Safety Improvement Program	✓	✓	✓		

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.

EXHIBIT B
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2.
3. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to APC.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by APC. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to APC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Davey-Bates Consulting

Signature (original signature required)

Date

EXHIBIT C
FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

EXHIBIT D
DISADVANTAGED BUSINESS ENTERPRISES
(DBE) INFORMATION FORM

EXHIBIT E
CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the APC Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any APC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES

NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any APC Director(s) in the three months following the award of the contract?

YES

NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude RAPS from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission,
428 J Street, Suite 800,
Sacramento, CA 95814,
(916) 322-5660.

APC Board of Directors

Agency	Representative	Alternate Representative
County of Lake County of Lake City of Clear Lake City of Lakeport City of Lakeport City of Clearlake	Bruno Sabatier Moke Simon Russell Perdock Stacey Mattina Kenneth Parlet Russ Cremer Jeff Hansen	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p> <p align="center"><i>Congressional District, if known:</i></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center"><i>Congressional District, if known:</i></p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



LAKE COUNTY/CITY AREA PLANNING COUNCIL

STAFF REPORT

TITLE: Reallocation and Possible allocation of non-committed
2% Bike and Pedestrian Funds (LTF)

DATE PREPARED: 6/6/24
MEETING DATE: 6/12/24

SUBMITTED BY: Lisa Davey-Bates, Executive Director

BACKGROUND:

Each year 2% of Local Transportation Funds (LTF) are set aside for bicycle and pedestrian purposes once administration has been funded in the Lake APC's budget. In Fiscal Year 2021/22, the Lake TAC made the decision to reserve funding until which point enough funds were available that they could be utilized on a larger project as local match, or another bike and pedestrian project, in lieu of allocating small amounts each fiscal year.

Between fiscal years 2021/22 and 2023/24 a total of \$65,045 remained available to local agencies. It is anticipated that once the Lake APC budget is passed, presumably on June 13, 2024, another \$17,769 will be added to the 2% Bike and Pedestrian Account, with a new total of **\$82,814** to be available for bike and pedestrian purposes.

During the Fiscal Year, TAC Members could suggest a call for projects, or recommend the funding remain in the 2% Bike and Pedestrian Account. Another option would be to skip the call for projects and allow the County of Lake to utilize the funding to assist with the completion of the Middletown Multi-Use Path project. Attached to this staff report is a letter from Scott DeLeon, Public Works Director, outlining the issues and his request for funding.

To date, the City of Lakeport has a total of \$143,857 (2015/16-2020/21 \$128,857 + 2014/15 Allocation of \$15,000) that has been allocated but not claimed. The only other unexpended funds are for the Konocti Road/Kelseyville Sidewalk project in the amount of \$51,181. The County of Lake has suggested that those funds be reallocated to the Middletown Multi-Use Path to assist with the shortfall of funding.

The Lake TAC met on May 23rd, and unanimously voted to allocate all unlocated funds to the County of Lake in lieu of conducting the competitive process through a call for projects.

ACTION REQUIRED: None.

ALTERNATIVES: Move forward with call for projects for 2% Bicycle and Pedestrian purposes; or continue reserving funds for future projects.

RECOMMENDATION: Reallocate \$51,181 from the Konocti Road/Kelseyville Sidewalk project to the Middletown Multi-Use Path project and allocate \$82,814 to the County of Lake. A total of \$133,995 2% Bike and Ped funds would then be available to the County of Lake to finalize the Multi-Use Path project in Middletown.



COUNTY OF LAKE
PUBLIC WORKS DEPARTMENT
255 N. Forbes Street
Lakeport, California 95453
Telephone 707-263-2341
Fax 707-263-7748

Scott De Leon
Public Works Director

May 16, 2024

Subject: Request for Reallocation and Approval of Additional Funds for
the Middletown Multi-Use Path

Dear TAC members:

I am reaching out to request your support to reallocate the existing 2% LTF Bike and Pedestrian funding that was previously awarded to the County of Lake, and your approval for additional funding to facilitate the completion of the Middletown Multi-Use Path. This project is currently facing serious financial constraints and a hard deadline with the contractor. This request is crucial for seeing this project through to completion.

The Middletown Multi-Use Path is designed to create a new facility for bicyclists and pedestrians, addressing the current safety concerns that inhibit the use of the existing four-foot highway shoulder. Specifically, the construction of a multi-use path will provide a much-needed safety alternative to the highway shoulder, particularly benefiting students. This path will enable them to ride bicycles to school safely, which is currently a challenge. Notably, Rancheria Road, located at postmile 4.15, is less than 2 miles from the K-12 schools, offering a critical connection that currently does not exist for residents along this corridor.

Based on the current construction status, approximately \$180,000 is needed to finalize the project. Because the project is within the State Highway Right of Way, the County Road Department cannot expend funds to the project due to the constraints that govern appropriate use of County Road monies, so alternative funding sources are needed. At present, the County has \$51,181 in Bike and Ped funds for the Kelseyville Sidewalks Project, and part of this request is a proposal to redirect these funds to the Middletown Project to support its completion.

Additionally, there are currently \$65,045 in unallocated Bike and Ped funds. With the anticipated approval of the Fiscal Year 24/25 budget on June 12, 2024, an additional \$17,769 could become available, totaling \$82,814. I respectfully request that the TAC approve the use of these funds for the Middletown project, thereby helping to bridge the funding gap.

I recognize the competitive nature of these funds; however, I would ask that the TAC consider waiving that process, given the urgency and significance of getting immediate funding for the Middletown Multi-Use Trail project.

I appreciate your consideration of this request and am hopeful for your support in making the completion of this project a reality for our community.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott De Leon". The signature is stylized with a large initial "S" and a long horizontal stroke extending to the right.

Scott De Leon, Director
Lake County Department of Public Works



LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

TITLE: Presentation and Consideration of Adoption for Konocti Corridor Vehicle Miles Traveled (VMT) Study

DATE PREPARED: June 4, 2024

MEETING DATE: June 12, 2024

SUBMITTED BY: John Speka, Senior Transportation Planner

BACKGROUND: First included in the Fiscal Year 2021/22 Overall Work Program (OWP), the “Lake County Priority Interregional Facilities Study” (aka the “Konocti Corridor Vehicles Miles Traveled Study”), was intended to study the potential regional impacts of implementing a number of proposed improvements within the Konocti Corridor. The project was to compare multi-modal build and no-build scenarios and analyze projected mode shift, changes in VMT, and GHG reductions for both options. Headway Transportation was hired to prepare the study in August 2022, with some delays along the way caused by the need for Transportation Demand Model data that was unavailable until the completion of the model itself last fall. A draft of the final study was completed recently, including revisions based on comments received from Caltrans and Lake APC staff.

Today’s presentation will provide findings from the study. The Board (as well as interested members of the public) will now be provided with the chance to comment on the Plan’s conclusions. The Board is also requested at this time to consider adoption of the draft study.

The Draft Konocti Corridor Vehicle Miles Traveled (VMT) Study can be found here-
<https://0m0ea5.p3cdn1.secureserver.net/wp-content/uploads/2024/06/Konocti-VMT-Draft-Final-Report.pdf>

ACTION REQUIRED: Comment and consideration of adoption of the Draft Konocti Corridor Vehicle Miles Traveled (VMT) Study

ALTERNATIVES: Board requests revisions to the draft study, with adoption to be considered at a future Board meeting.

RECOMMENDATION: The Lake APC Board accepts the findings and conclusions of the project and adopts the Konocti Corridor Vehicle Miles Traveled (VMT) Study.



LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

TITLE: Rural Regional Energy Network (REN) Update

DATE PREPARED: June 6, 2024

MEETING DATE: June 12, 2024

SUBMITTED BY: Lisa Davey-Bates, Executive Director

BACKGROUND/ DISCUSSION:

In late 2021, the Lake APC began discussions of becoming involved with energy efficiency programs along with Mendocino Council of Governments (MCOG). In December 2021, the Lake APC Board gave direction to the Executive Committee to further explore the opportunity. Based on that direction, Lake APC staff and Executive Committee Members, along with MCOG staff and their Ad-Hoc Committee, met with staff of the Redwood Coast Energy Authority and Association of Monterey Bay Area Governments (AMBAG) to learn more about the Regional REN. Ultimately, the Executive committee voted unanimously to move forward with this project and the Lake APC Board approved the Memorandum of Understanding on February 9th.

At that time, development of the RuralREN had been underway for quite some time, and the business plan was nearly complete. Due to the timing of the addition of Mendocino and Lake Counties to the RuralREN, Lake APC's initial participation was to be via subcontract with RCEA, with the intent to work toward becoming full a RuralREN partner. In addition to RCEA, the RuralREN partner agencies included Sierra Business Council, San Luis Obispo County, Association of Monterey Bay Area Governments, Kern County, Ventura Regional Energy Alliance, High Sierra Energy Foundation and San Joaquin Valley Clean Energy Organization.

The business plan for the RuralREN was filed with the California Public Utilities Commission in spring of 2022 and approved in June of 2023. Following approval by the CPUC, the RuralREN partners began meeting regularly to work out details of implementation and administration. Unfortunately, the discussions over administration led to disagreements among partners about roles, responsibilities and level of authority of the Portfolio Administrator (PA) for the program, identified as RCEA in the business plan.

In September, an impromptu vote was held at a Leadership Team meeting to remove RCEA as the PA and designate the County of San Luis Obispo as the PA. Because Lake APC is not a full REN partner, we were excluded from that meeting and other Leadership Team meetings. All communications ceased between RCEA and the five southern partners. Ultimately, RCEA filed a Petition for Modification, requesting the CPUC reduce the RuralREN to just the northern part of the State, to include Humboldt, Lake, Mendocino counties and the Sierra Business Council. In all, a total of three Petition(s) for Modification (PFM) were filed with the CPUC, recommending a variety of changes to the original RuralREN business plan submittal. Subsequent replies and supplemental replies to the three PFM's occurred over the next few months, and it was up to the Administrative Law Judge and CPUC to respond on if or how the RuralREN would move forward. On February 8th the Lake APC Executive Committee met and recommended that no further action be taken until a formal ruling was made.

On May 21, 2024, the Administrative Law Judge issued a potential path forward for the RuralREN. In short, the proposal seeks feedback from parties on the following structure and budget allocations (taken directly from the ALJ's proposal): *"First, RREN would be divided by geography. RREN-North, with RCEA as the lead administrator, would include the following counties: Humboldt, Lake, Mendocino, Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, and Yuba. RREN-Central, with SLO as the*

lead administrator, would include the following counties: Monterey, San Benito, Santa Cruz, San Luis Obispo, Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare, Inyo, and Mono. Second, on budget allocations, if the Commission adopts this option, funding would be available for the remainder of the 2024-2027 portfolio period. Originally, RREN was approved in D.23-06-055 for a total of \$19.9 million in funds for 2024, and a total of \$84 million for the four-year period. Some of these 2024 funds would not be necessary, given that the soonest the Commission could adopt a decision is likely September 2024, and therefore 2024 funding could be significantly reduced. A.22-02-005, et al. ALJ/JF2/smt - 16 - Commission staff evaluated the appropriate funding levels given the programs planned to be delivered in each area, with some programs approved as region-specific. Based on this analysis, this ruling proposes to allocate a total of \$33.1 million to RREN-North and \$41.1 million to RREN-Central, with funding available through the end of 2027.”

Comments are due from all partners by June 28th at which time the Commission will determine if the Rural REN will be split into two separate areas. Under this proposal, Lake APC and MCOG would become full members of the RuralREN – North, and new MOUs would need to be written. If that occurs, both RENs will be required to submit updated business plans and advice letters within 120 days. The advice letters will require a vote for a change in lead administrators. The Executive Committee met on May 29, and provided a recommendation to continue to move forward with the intention of becoming a full member of the Rural REN – North. In order to make formal comments to the process, Lake APC would need to file Motion for Party Status. An alternative idea would be to offer a letter of support to RCEA’s business plan.

I’ve attached a copy of the ALJ’s proposal for reference.

ACTION REQUIRED: Discuss the CPUC’s proposed ruling and determine whether or not the Lake APC would like to continue to be involved as a full partner with the RuralREN – North.

ALTERNATIVES: None identified.

RECOMMENDATION: Authorize Executive Director to move forward with the execution of a new Memorandum of Understanding and to work with RCEA, MCOG and the Sierra Business Council to develop a new business plan if the CPUC ruling divides the Rural REN. Authorize staff to file Motion for Party Status if needed in order to submit formal comments, or write a letter in support if needed.

ALJ/JF2/smt 5/21/2024



FILED

05/21/24

11:14 AM

A2202005

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Approval of 2024-2031 Energy Efficiency Business Plan and 2024-2027 Portfolio Plan (U39M).

Application 22-02-005

And Related Matters.

- Application 22-03-003
- Application 22-03-004
- Application 22-03-005
- Application 22-03-007
- Application 22-03-008
- Application 22-03-011
- Application 22-03-012

ADMINISTRATIVE LAW JUDGE’S RULING SEEKING COMMENT ON POTENTIAL PATH FORWARD FOR RURAL REGIONAL ENERGY NETWORK

This ruling proposes a potential path forward in response to three petitions for modification (PFM) of the Rural Regional Energy Network (RREN), which was approved by the Commission in Decision (D.) 23-06-055. The proposal is to divide the RREN into two separate entities, one serving the North Coast and Northern Sierra regions, with the other serving the Central Coast and Central Valley areas. Comments in response to this ruling shall be filed and served by no later than June 14, 2024. Reply comments may be filed and served by no later than June 28, 2024.

1. Background

Decision (D.) 23-06-055 approved the energy efficiency portfolios for all portfolio administrators for program years 2024-2027. D.23-06-055 also authorized a total of \$84 million over the four-year program period for a new regional energy network (REN) designed to target and serve rural customers in California. The RREN proposal was submitted by Redwood Coast Energy Authority (RCEA) on behalf of itself and several partners, including County of San Luis Obispo (SLO), County of Ventura (Ventura), Association of Monterey Bay Area Governments (AMBAG), High Sierra Foundation (HSF), San Joaquin Valley Clean Energy Association (SJVCEO), and Sierra Business Council (SBC); RCEA was later named as the lead portfolio administrator by the Commission in D.23-06-055.

1.1. Redwood Coast Energy Authority's Petition for Modification

On December 15, 2023, RCEA filed a PFM of D.23-06-055, stating that leadership disputes had arisen among various parties with interest in the REN that led RCEA to “the unfortunate, but inescapable conclusion that the RuralREN Program, as originally proposed, is no longer viable.” RCEA states that it has been prevented from fully initiating RREN by AMBAG, SLO, HSEF, SJVCEO, and Ventura, who, according to RCEA, wrongfully claim that RCEA is not the legitimate portfolio administrator for RREN. In addition, RCEA states that these partners have been unable to reach agreement on a Successor Memorandum of Understanding (Successor MOU), which is necessary to begin implementing the programs approved by the Commission in D.23-06-055. These disagreements culminated in a vote of the RREN leadership team in September 2023 to remove RCEA as the portfolio administrator and transfer that responsibility to SLO.

Thus, RCEA concludes that it is prevented from fulfilling its duties as the portfolio administrator for RREN, as required in D.23-06-055.

Nonetheless, RCEA expresses interest in continuing the REN activities in Northern California. RCEA proposes the following changes to D.23-06-055, which would allow RCEA to move forward to implement the RREN programs in a more limited geographic area:

- Redefine RREN's service area to cover only the geographic areas served by RCEA and SBC, which is the North Coast region and the Northern Sierra region);
- Redefine RREN's programmatic offerings to consist only of those programs identified in the RREN Business Plan for implementation in the North Coast and Northern Sierra regions;
- Reduce RREN's budget to the amount needed for the reduced geographic area;
- Reduce the investor-owned utility (IOU) funding allocations for RREN;
- Reaffirm RCEA as the portfolio administrator for the smaller RREN, and update the membership to consist of RCEA, SBC, Lake Area Planning Council (Lake APC), and Mendocino County Association of Governments (MCOG);
- Authorize RCEA to submit a revised business plan for the redefined RREN via a Tier 2 advice letter within 60 days of the Commission's approval of the PFM.

1.1.1. Responses to Redwood Coast Energy Authority Petition for Modification

On January 22, 2024, SLO, SJVCEO, AMBAG, HSF, and Ventura jointly opposed the RCEA PFM, disputing RCEA's narrative on the situation and suggesting that the Commission simply modify D.23-06-055 to remove references to RCEA and allow SLO to assume portfolio administrator responsibilities on

behalf of RREN, asserting that doing so would be consistent with the vote of the RREN leadership team to remove RCEA as the portfolio administrator.

The Joint response argues that the vote of the leadership team was procedurally valid and consistent with the existing MOU between the parties. In addition, the response accuses RCEA of attempting to exercise unilateral decision making on RREN matters and being at fault for the breakdown in the process to create a successor MOU for the leadership of RREN. In addition, the Joint response accuses RREN of making unauthorized changes to the RREN budgets, and calls into question the integrity of RCEA's calculations for budgets for the communities RREN was designed to serve. Finally, the Joint response accuses RCEA of factual omissions and misrepresentations, calling the RCEA PFM "closer to a work of fiction than a sworn legal filing."

The Association of Bay Area Governments (ABAG) and Ventura, on behalf of Bay Area Regional Energy Network (BayREN) and Tri-County Regional Energy Network (3C-REN), respectively, also filed a joint response to the RCEA PFM on January 25, 2024. BayREN and 3C-REN, among other things:

- Recommend that the Commission authorize the REN as the portfolio administrator and not specify the lead administrator, whose purpose they argue is purely administrative;
- Request that the Commission acknowledge that the determination of REN lead administrator occurs pursuant to the governance processes of the REN;
- Request confirmation by the Commission that a Notice filed and served on the service list of the energy efficiency rulemaking is the appropriate procedural mechanism for a REN to effectuate a leadership change; and
- Request that the Commission clarify that RENs are not a program of any one member of the REN.

On January 25, 2024, the Yurok Tribe also responded to the RCEA PFM. The Yurok Tribe strongly supports RCEA's PFM and urges the Commission to approve it without modification. The Yurok Tribe is a member of the RCEA governing board and a strong supporter of the RREN proposal, because of the need for economic development opportunities and energy efficiency benefits for its community. The Yurok Tribe argues that the disruptive conduct of the RREN members who voted to remove RCEA as the portfolio administrators is the reason RREN is no longer viable as approved by the Commission. In addition, the Yurok Tribe states that SLO becoming the portfolio administrator for RREN would not serve the interest of the Tribe, which is located in the far Northern part of the state and has needs that differ greatly from those of SLO and Ventura in central California. Thus, the Yurok Tribe argues that RCEA's PFM is the best solution for its interests.

SBC also responded to the RCEA PFM on January 25, 2024 and expressed its preference that the leadership issues be resolved as soon as possible in order to launch the RREN and begin benefiting rural communities. SBC expresses willingness to work with either SLO or RCEA as the designated portfolio administrator.

Finally, on January 25, 2024, the Public Advocates Office (Cal Advocates) responded to the RCEA PFM and recommended that the Commission reject it. Cal Advocates argues that the RCEA PFM would effectively create a completely new REN, and depart significantly from the original program and budget structure approved in D.23-06-055. Cal Advocates argues that the changes proposed by RCEA make it unlikely that RREN will still achieve the goals and benefits described in D.23-06-055. In addition, Cal Advocates raises the concern that RCEA's request is for 44 percent of the original RREN budget, but would

only serve 37 percent of the original territory and 23 percent of the original target population. Thus, the RCEA PFM budget, according to Cal Advocates, fails to align with either the reduced service territory or population served.

1.1.2. Reply to Responses

On February 5, 2024, RCEA filed a reply to the responses to its PFM. RCEA argues that its proposal in the PFM is the only viable solution to the situation, and is consistent with the public interest. RCEA argues that its opposing RREN partners would maintain the status quo for a REN that is fundamentally broken. RCEA argues that the Cal Advocates solution is essentially starting over, and would delay or deny the important RREN program offerings to some of California's hardest to reach and most underserved communities located in the North Coast and Northern Sierra regions.

RCEA also points out that SLO and Ventura Counties are both members of the Tri-County REN (3C-REN), which RCEA argues could lead to conflicts of interest in the implementation of the RREN programs because SLO may have other priorities. RCEA also addresses some particulars of interpretation of the RREN MOU. RCEA also rejects the BayREN and 3C-REN argument that a REN's portfolio administrator is the REN itself, and not the lead administrator. RCEA argues that the REN itself is not a freestanding legal entity, but is instead a program of a host governmental agency. Therefore, RCEA argues, the REN itself cannot be the portfolio administrator.

Finally, RCEA rejects the Cal Advocates criticism of its PFM budget request, stating that it reduced the budget proportionally to serve the reduced population proposed in its PFM.

1.1.3. Supplemental Reply

BayREN and 3C-REN also received Administrative Law Judge (ALJ) permission to file a supplemental reply (surreply) to the RCEA reply to responses to its PFM, because BayREN and 3C-REN were concerned that their REN governance was mischaracterized by RCEA. The surreply was filed on February 9, 2024.

With respect to the “conflict of interest” alleged by RCEA about Ventura, the surreply clarifies that although Ventura is part of the RREN Governing Board, the County of Ventura is not actually part of the RREN Service Area approved by the Commission in D.23-06-055.

The surreply also refutes the RCEA assertion about BayREN that it is a program of ABAG, clarifying that BayREN is a program of ABAG and the nine Bay Area counties, with citations to its Governing MOU.

1.2. Joint Petition for Modification

On January 22, 2024, SLO, SJVCEO, AMBAG, HSF, and Ventura (Joint Petitioners) filed their own PFM of D.23-06-055. The Joint Petitioners’ PFM requests discrete modifications to remove the decision’s reference to RCEA as the portfolio administrator, along with related clarifications. The Joint Petitioners’ PFM otherwise would leave intact the basic structure of the RREN as approved in D.23-06-055. The Joint Petitioners’ PFM argues that the REN members should have the right to change the leadership of the group according to their internal governance procedures, if the majority of their board determines that a leadership change is merited.

The Joint Petitioners’ PFM provides history of how the RREN proposal came about, as well as the vote on a leadership change to remove RCEA as the lead administrator, in favor of SLO. The ALJ issued an email ruling clarifying

that this vote, along with the filing of a notice, was not sufficient to modify the leadership designation with the Commission, because D.23-06-055 specifically names RCEA as the portfolio administrator.¹

Ultimately, the Joint Petitioners' PFM seeks to remove RCEA as the lead administrator for RREN and substitute SLO. In addition, the Joint Petitioners' PFM seeks clarity that if a future modification to the lead administrator is necessary, that the internal REN leadership team be authorized to make that change and that a notice or advice letter filing be deemed the appropriate notification for such action.

1.2.1. Responses to the Joint Petitioners' Petition for Modification

RCEA filed a response opposing the Joint Petitioners' PFM on February 21, 2024. RCEA argues that the Joint PFM would redefine the concept of a REN and its relationship to the Commission's processes. RCEA argues that the Commission has complete authority over REN funding and any rules or conditions it wants to impose, including over REN governance, even though not over the local governments that comprise the REN.

RCEA emphasizes the importance of having a responsible entity accountable for fiscal and administrative functions, as the lead administrator for the REN, as named in the Commission decision. RCEA argues the Joint PFM conflates the role of the portfolio administrator for the Commission with leadership of the REN itself, failing to distinguish between programs and legal entities. RCEA points out that a REN is not a free-standing legal entity, but rather must be housed within and administered by a legal entity.

¹ See ALJ Email Ruling Issued December 19, 2023 in this proceeding and Rulemaking (R.) 13-11-005.

Ultimately, RCEA argues that the Commission should reject the Joint PFM and adopt its proposed solution in its own PFM, making RCEA the responsible portfolio administrator for RREN in Northern California.

On February 21, 2024, a response to the Joint PFM was filed by BayREN and 3C-REN, jointly. In the response, BayREN and 3C-REN urge the Commission to adopt the Joint PFM, and clarify that the REN, but not its lead administrator, should be named in Commission decisions going forward. BayREN and 3C-REN argue that the lead administrator should be selected among the partner entities and that a PFM of a Commission decision should not be required to change the lead administrator. BayREN and 3C-REN also argue that a change in lead administrator could be made by advice letter, unless there is a change in the service area of the REN, in which case a PFM should be filed.

Pacific Gas and Electric Company (PG&E) also filed a response to the Joint PFM on February 21, 2024. In its response, PG&E does not oppose a streamlined process for changing a lead administrator for a REN, but notes that the requirements for Joint Cooperation Memoranda (JCMs), as well as the utilities' roles as fiscal agents for the RENs, require knowing which entity is the lead administrator and having that endorsed by the Commission. PG&E suggests that a change in lead administrator could be made via an advice letter or a motion followed by ruling, depending on the exact circumstances. PG&E also notes that changes to the lead administrator may require contract changes or fund distribution process changes, resulting in the need for additional time.

Cal Advocates also filed a response to the Joint PFM on February 21, 2024. Cal Advocates recommends that the Commission reject the Joint PFM, because the petitioners have not shown that removing RCEA as the lead administrator will resolve the internal dispute that caused RREN to fail to perform its

obligations after the Commission's approval of the REN in D.21-06-055.

Cal Advocates believes that the RREN is no longer a functional entity based on the internal disputes, and that initial approval of the REN by the Commission does not confer permanent status, in the event of changed circumstances such as those that have occurred.

In addition, Cal Advocates argues that the Joint PFM raises several new issues, including: 1) whether the new proposed lead administrator can effectively administer RREN; 2) whether the new proposed lead administrator can effectively serve the RCEA geographic area impartially and fairly, in light of the internal dispute; 3) how frequently a REN can change its lead entity and whether such a change requires the filing of a PFM each time; and 4) the appropriate budget size for a newly-constituted RREN with redefined territories, either as requested in the Joint PFM or in the RCEA PFM.

Finally, Cal Advocates argues that the proposed modifications in the Joint PFM go beyond the scope of D.23-06-055, raising issues of RREN authority and internal organization that were not scoped or decided in the proceeding, which was focused on energy efficiency portfolios for 2024 through 2027. Cal Advocates argues that the energy efficiency rulemaking (R.113-11-005 or its successor) would be a more appropriate venue for considering broader REN policies.

1.2.2. Joint Reply to Responses

The Joint Petitioners filed a joint reply to the responses to their PFM. In the reply, they argue that RREN is viable in its original form, but simply requires a change in the lead administrator. They state that six of the seven original RREN members are ready to finalize the REN implementation plan and begin operations. Thus, they argue that the RREN, minus RCEA, is closest to the original proposal and reasonable for the Commission to endorse. The Joint

Petitioners claim that the dispute is due to RCEA's alleged attempt to unilaterally control the RREN and misinterpret the governing documents for the REN.

The Joint Petitioners specifically argue that nothing about their PFM would change the fundamentals of how the Commission interacts with or oversees a REN. They reject the RCEA argument that the lead administrator being named by the Commission confers special status and allowing the lead to change would undermine the Commission's authority and create an improper governance structure.

The Joint Petitioners also dispute the RCEA claim that any of them have a conflict of interest, some by virtue of being members of another REN, and state that RCEA was aware of this status all along, and only began objecting after the vote to remove RCEA as lead administrator by a vote of the RREN member organizations.

In response to Cal Advocates, the Joint Petitioners argue that SLO is poised to step in as the lead administrator and continue the implementation and operation of the RREN as originally proposed.

The Joint Petitioners do not object to the procedural suggestions for notification of a change in lead administrator for a REN, such as suggested by PG&E or BayREN and 3C-REN, so long as the procedures are not too onerous and do not delay progress. The Joint Petitioners agree that a PFM should be required if there is a change to the geographic reach of a REN. Ultimately, they argue that this proceeding is an appropriate venue to answer these procedural questions.

1.3. Public Advocates Office Petition for Modification

On January 31, 2024, Cal Advocates filed its own PFM of D.23-06-055, seeking a halt to funding for RREN. Cal Advocates argues that the disputes that have arisen between the member organizations of RREN call into question whether the REN can effectively deliver services to customers, as required by the Commission decision. Basically, Cal Advocates is concerned that ratepayers are at risk of funding an ineffective program. They cite to RCEA's statements in its PFM to demonstrate that the REN is no longer viable. Under the solution offered in the Cal Advocates PFM, a new RREN proposal would have to come back before the Commission before the REN and its programs could be launched.

1.3.1. Responses to the Cal Advocates Petition for Modification

On March 1, 2024, RCEA responded to the Cal Advocates PFM. While RCEA asks that the Commission deny the Cal Advocates PFM, it also expresses agreement with the focus on ensuring ratepayer dollars are used responsibly and efficiently. RCEA expresses that its own PFM or the one from Cal Advocates are the only viable options for the Commission, because they both provide "actual, workable solutions to the RuralREN conflict," request relief that falls within the scope of this proceeding, and are consistent with established Commission rules and definitions for RENs. RCEA argues that its PFM is more consistent with the public interest, because it would maintain the Commission's original intent in approving RREN. RCEA reiterates that its PFM does not propose any changes to the program offerings for the North Coast and Sierra Regions from the originally-approved RREN, and that the budget reduction is appropriate, only covering the actual implementation costs for RREN programs already approved in its region. RCEA argues that its budget is geographically proportional to the

originally-approved RREN budget. Further, RCEA states that its proposal does not reduce the investment in the equity portion of the RREN portfolio.

BayREN and 3C-REN also jointly filed a response to the Cal Advocates PFM on March 1, 2024. They argue that the implementation of RREN has already been paused by an ALJ ruling,² to give time to sort out the leadership dispute, but that a complete cancellation of RREN is not warranted at this time. BayREN and 3C-REN argue that the RREN should not be eliminated entirely, since it was a legitimate proposal considered and adopted by the Commission originally. They argue rural customers should not be deprived of the benefits and program offerings of RREN. Instead, they contend the Commission should “allow the dust to settle and temperatures and reactions to cool.” They suggest that the RREN can be modified and not totally eliminated.

1.3.2. Cal Advocates Reply to Responses

On March 11, 2024, Cal Advocates filed a reply to the responses to its PFM. In its reply, Cal Advocates continues to argue that the Commission should revoke the RREN originally approved in D.23-06-055 because of all of the disputes that have arisen, suggesting that benefits will not be effectively delivered to rural customers under these circumstances. In addition, Cal Advocates argues that the RCEA PFM proposal effectively creates a new REN different from the one approved by the Commission. Further, Cal Advocates argues that the proposal from the Joint Petitioners reveals that their proposed REN membership structure and business plan are “incomplete and tenuous.”

² See ALJ Email Ruling Issued December 19, 2023 in this proceeding and R.13-11-005.

2. Discussion

From the description of the background of the various PFMs of D.23-06-055 summarized above, it is clear that there has been a significant fracture in the relationship between the original members of the RREN leadership group. This ruling does not propose to insert the Commission into the role of adjudicating the source of the dispute or interpreting the governing documents negotiated by the various entities for the original leadership of the group.

Rather, this ruling puts forward a potential solution that would preserve the value of the RREN portfolio, as approved by the Commission in D.23-06-055, based on the benefits it would deliver to rural customers in California who are historically and generally underserved. The purpose of this ruling is to take party comments on the proposal set forth below. Ultimately, the Commission will make the determination about whether to accept one of the solutions offered in the three PFMs, or some variation on the option put forward in this ruling.

In broad brush, the options put forward in the three PFMs are:

1. Move forward with a RREN only in the North Coast and Northern Sierra regions, with RCEA as the lead administrator, with a smaller budget roughly proportional to the geography served (RCEA PFM);
2. Transfer SLO into the role of lead administrator for the entire RREN geography as approved in D.23-06-055 (Joint Petitioners' PFM); or
3. Cancel RREN entirely, but potentially allow new REN proposals to come forward in the future to serve rural customers (Cal Advocates PFM).

This ruling introduces another potential option, which is somewhat of an amalgamation of the three presented above. Namely, the RREN would be split into two parts, one serving the North Coast and Northern Sierra regions (RREN-

North), and the second serving the Central Coast and San Joaquin Valley regions (RREN-Central). The proposal would split the budget based on the programs planned to be offered to customers in each geographic region, in the same manner as originally proposed and approved by the Commission in D.23-06-055. Potentially RCEA could act as the lead administrator for RREN-North, with SLO acting as the lead administrator for RREN-Central. Program offerings would be unchanged from those approved in D.23-06-055, with administrative responsibilities and budget divided proportionally according to the types and numbers of customers being served.

This ruling seeks feedback from parties on the following structure and budget allocations.

First, RREN would be divided by geography. RREN-North, with RCEA as the lead administrator, would include the following counties: Humboldt, Lake, Mendocino, Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, and Yuba. RREN-Central, with SLO as the lead administrator, would include the following counties: Monterey, San Benito, Santa Cruz, San Luis Obispo, Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare, Inyo, and Mono.

Second, on budget allocations, if the Commission adopts this option, funding would be available for the remainder of the 2024-2027 portfolio period. Originally, RREN was approved in D.23-06-055 for a total of \$19.9 million in funds for 2024, and a total of \$84 million for the four-year period. Some of these 2024 funds would not be necessary, given that the soonest the Commission could adopt a decision is likely September 2024, and therefore 2024 funding could be significantly reduced.

Commission staff evaluated the appropriate funding levels given the programs planned to be delivered in each area, with some programs approved as region-specific. Based on this analysis, this ruling proposes to allocate a total of \$33.1 million to RREN-North and \$41.1 million to RREN-Central, with funding available through the end of 2027.

The funding sources would be as detailed below in Tables 1 and 2. As discussed in D.23-06-055, the funding would be collected as detailed below, but the total four-year budget is fungible across years (meaning, all funding becomes available once the Commission approves the RREN recommendation). In order to accomplish the appropriate funding split between RREN-North and RREN-Central related to the balance of programs planned to be delivered in each geographic area, the fund collections proposed are higher, only in 2024, for RREN-Central than strict proportionality would dictate.

Table 1. Proposed Budget for RREN-North, by Source

Year	PG&E		Total \$
	Electric \$	Gas \$	
2024	1,916,590	383,410	2,300,000
2025	8,401,193	1,680,239	10,081,432
2026	8,644,244	1,728,849	10,373,093
2027	8,653,794	1,730,759	10,384,553
Total	27,615,821	5,523,257	33,139,078

Table 2. Proposed Budget for RREN-Central, by Source

Year	Southern California Edison	Southern California Gas	Total \$
	Electric \$	Gas \$	
2024	5,929,000	1,771,000	7,700,000
2025	8,401,193	2,520,358	10,921,551
2026	8,644,244	2,593,273	11,237,517
2027	8,653,794	2,596,138	11,249,932
Total	31,628,231	9,480,769	41,109,000

Further, in D.23-06-055, the Commission did not name an IOU to act as the fiscal agent³ responsible for contracting and funding flow with RREN. Given this ruling proposes to split the REN, it would be appropriate to name two separate IOUs as fiscal agents for the two proposed new REN entities. This ruling proposes that, if the Commission adopts this alternative, PG&E would be named as the fiscal agent for RREN-North, with Southern California Edison Company (SCE) serving as the fiscal agent for RREN-Central.

If the Commission were to split RREN into two separate areas, both of the new RENs would be required to file Tier 3 advice letters with updated business plan and forecasts within 120 days of a decision adopting the RREN split.

Finally, this ruling proposes that the Commission consider clarifying the rules and requirements for the situation where there is a proposed change to a REN lead administrator. This ruling proposes the following requirements:

- All REN lead administrators shall be required to be a local government entity or a Joint Powers Authority; and
- Any REN wishing to change lead administrators must file a Tier 2 Advice Letter notifying the Commission of the proposed change and seeking approval of such change. The change would not take effect until the Commission or its staff, acting under delegated authority, approved the Advice Letter.

The required advice letter would be required to include the following information:

- A record of the vote for the change in lead administrator;

³ The role of the fiscal agent was first discussed in D.05-01-055 and generally refers to the collection and disbursement of energy efficiency funding to a portfolio administrator named by the Commission.

CT Milestone Report - Lake County - May 10, 2024

Project Number	Program ^a	Project Manager	Route	Post Mile start/end	Nick Name	Legal Description	Work Description	Capital Construction Estimate	Capital Right-of-Way Estimate	Support Cost Estimate	Total Project Estimate	Past Due	3 Months	Complete
												Current Phase ^b	Begin Construction	End Construction
01-0L90U	OTHER STATE FUNDS	FINCK, BRIAN T	020	0/24.089	LAK-175, 20, & 29 Union EA BBMM	IN LAKE COUNTY AT VARIOUS LOCATIONS	MIDDLE MILE BROADBAND	\$0	\$0	\$500,056	\$500,056	PSE	08/19/2024	09/30/2025
01-0L900	OTHER STATE FUNDS	FINCK, BRIAN T	020	0/31.593	LAK 3 locations MMBN	MIDDLE MILE BROADBAND 85.34 MILES IN LAKE COUNTY ON VARIOUS ROUTES AT VARIOUS LOCATIONS	MIDDLE MILE BROADBAND	\$0	\$3,000	\$8,040,188	\$8,043,188	PAED	12/03/2024	11/01/2026
01-0H470	SHOPP MINOR B	COONROD, CAREN E	020	10.9/11.4	(MNRB 0H470) Pomo Way Intersection Lighting	IN LAKE COUNTY NEAR NICE FROM 0.3 MILE WEST TO 0.3 MILE EAST OF POMO WAY	INSTALL INTERSECTION LIGHTING	\$168,000	\$12,000	\$113,686	\$293,686	CONST	07/13/2022	05/15/2024
01-0L909	OTHER STATE FUNDS	FINCK, BRIAN T	020	11/12	LAK-20 Broadband Middle Mile (BIA Land)	IN LAKE COUNTY ON ROUTE 20 FROM POST MILE 11.0 TO POST MILE 12.0	MIDDLE MILE BROADBAND	\$0	\$0	\$498,624	\$498,624	PAED	12/03/2024	11/01/2026
01-0N680	MAINTENANCE	COONROD, CAREN E	020	16.6/17.8	Pedestrian Safety Enhancements [01-0N680 LAK-020]	IN LAKE COUNTY AT LUCERNE FROM GROVE STREET TO SEVENTEENTH STREET		\$0	\$0	\$474,933	\$474,933	PAED	08/01/2025	11/01/2025
01-0K660	SHOPP	KONOPA, ISRAL J	020	16.74/18.02	Lucerne Complete Streets	IN LAKE COUNTY IN LUCERNE FROM 0.1 MILE WEST OF MORRISON CREEK BRIDGE TO 0.1 MILE EAST OF COUNTRY CLUB DRIVE	Lucerne Complete Streets Improvements	\$15,756,000	\$794,000	\$10,855,895	\$27,405,895	PAED	12/11/2028	12/04/2030
01-0H840	SHOPP	GOPANA, KIRAN K	020	2/2.8	BLUE LAKES SAFETY	IN LAKE COUNTY ABOUT 6 MILES WEST OF UPPER LAKE FROM 0.6 MILE WEST OF IRVINE AVENUE TO 0.1 MILE EAST OF MID LAKE ROAD	IMPROVE CURVE; WIDEN SHOULDERS	\$16,468,000	\$492,000	\$4,235,898	\$21,195,898	CONST	08/23/2023	12/01/2025
01-0G331	SHOPP	FALK-CARLSEN, KARL	020	5.1/5.8	LAKE 20 Shoulders ENV Mitigation	IN LAKE COUNTY NEAR UPPER LAKE FROM 0.4 MILE WEST TO 0.3 MILES EAST OF WITTER SPRINGS ROAD	Mitigation	\$100,000	\$0	\$382,819	\$482,819	CONST	11/30/2023	06/02/2029
01-0N470	SHOPP MINOR B	COONROD, CAREN E	020	5.3/5.3	Upper Lake Slope Stabilization B	IN LAKE COUNTY NEAR UPPER LAKE AT 0.2 MILE WEST OF WITTER SPRINGS ROAD	RSP & Underdrain	\$250,000	\$0	\$517,756	\$767,756	PAED	07/01/2025	08/01/2026
01-0F491	SHOPP	FALK-CARLSEN, KARL	020	5.8/5.8	Bachelor Creek Bridge Mitigation	IN LAKE COUNTY NEAR UPPER LAKE FROM 0.1 MILE WEST TO 0.5 MILE EAST OF BACHELOR CREEK BRIDGE #14-0001	ENVIRONMENTAL MITIGATION	\$0	\$0	\$183,790	\$183,790	CONST	12/07/2022	12/31/2027
01-0N480	SHOPP MINOR A	FLOYD, KIMBERLY R	020	5.9/6	Upper Lake Slope Stabilization A	IN LAKE COUNTY, NEAR UPPER LAKE AT 0.1 MILE EAST OF BACHELOR CREEK BRIDGE	RSP + underdrain, remove and replace dike, leveling course of HMA-A, restripe	\$1,500,000	\$0	\$2,653,819	\$4,153,819	PAED	05/19/2028	11/05/2029
01-0N340	SHOPP	KONOPA, ISRAL J	020	8.3/29.54	Lake 20 Complete Streets	IN LAKE COUNTY AT VARIOUS LOCATIONS FROM ROUTE 29 TO SULPHUR BANK DRIVE		\$24,601,000	\$2,560,000	\$18,042,714	\$45,203,714	PID	04/01/2031	12/01/2032
01-0M920	MAINTENANCE	COONROD, CAREN E	020	8.87/28.54	Pedestrian Safety Enhancement	IN LAKE COUNTY NEAR UPPER LAKE AND CLEAR LAKE OAKS AT VARIOUS LOCATIONS FROM MAIN STREET TO BUTLER STREET	Pedestrian Safety Enhancement	\$758,000	\$0	\$320,866	\$1,078,866	CONST	07/01/2024	11/01/2024
01-0M310	SHOPP	KONOPA, ISRAL J	020	R43.9/R44.2	Abbot Mine Curve Improvement	IN LAKE COUNTY ABOUT 15 MILES EAST OF CLEARLAKE OAKS FROM 0.3 MILE EAST OF WALKER RIDGE ROAD TO 0.6 MILE EAST OF WALKER RIDGE ROAD.	CURVE IMPROVEMENT	\$5,942,000	\$46,000	\$4,916,089	\$10,904,089	PAED	08/24/2027	01/18/2029
01-0L870	OTHER STATE FUNDS	FINCK, BRIAN T	029	0/20.307	LAK-29 MMBN	MIDDLE MILE BROADBAND 20.53 MILES IN LAKE COUNTY NEAR MIDDLETOWN FROM 0.2 MILE SOUTH OF ST HELENA CREEK BRIDGE TO JUNCTION 53 NORTH, LOWER LAKE	MIDDLE MILE BROADBAND	\$0	\$0	\$506,775	\$506,775	PAED	12/03/2024	11/01/2026
01-0L871	OTHER STATE FUNDS	FINCK, BRIAN T	029	0/5.811	LAK- 29 Broadband Middle Mile	In Lake County near Middletown from Sonoma County Line to Route 175	MIDDLE MILE BROADBAND	\$4,620,000	\$0	\$483,356	\$5,103,356	PAED	12/03/2024	11/01/2026
01-0J930	SHOPP	KONOPA, ISRAL J	029	11.9/23.6	Twin Lakes CAPM	IN LAKE COUNTY NEAR CLEAR LAKE FROM SPRUCE GROVE ROAD TO DIENER DRIVE/ROAD 543	Pavement Class 2 / CAPM	\$25,500,000	\$460,000	\$4,777,270	\$30,737,270	PAED	02/01/2026	12/01/2027
01-0L220	SHOPP	KONOPA, ISRAL J	029	17.6/18	Lak-29/C St Left Turn Channelization	IN LAKE COUNTY FROM 0.2 MILE SOUTH OF NORTH C STREET-ROAD 141S TO 0.1 MILE NORTH OF C STREET-ROAD 141S	LEFT TURN CHANNELIZATION	\$1,676,000	\$6,000	\$2,197,988	\$3,879,988	PAED	01/27/2026	12/01/2027
01-29841	STIP	PIMENTEL, JEFFREY L	029	23.6/26.9	LAK 29-KONOCTI CORRIDOR 2A	IN LAKE COUNTY NEAR LOWER LAKE ON ROUTE 29 FROM 3.3 MILES NORTH OF JUNCTION 29/53 TO 1.0 MILE SOUTH OF JUNCTION 29/281	CONSTRUCTION 4-LANE EXPRESSWAY	\$54,500,000	\$19,505,000	\$14,997,415	\$89,002,415	PSE	07/01/2027	12/01/2030
01-0N820	MAINTENANCE	COONROD, CAREN E	029	23.6/33.1	LAKE 29 MICRO-SURFACE	IN LAKE COUNTY NEAR KELSEYVILLE FROM 3.23 MILES NORTH OF SEIGLER CREEK BRIDGE TO COLE CREEK ROAD	Micro-Surface	\$2,424,000	\$0	\$487,574	\$2,911,574	PAED	08/01/2025	11/01/2025

CT Milestone Report - Lake County - May 10, 2024

Past Due 3 Months Complete

Project Number	Program ^a	Project Manager	Route	Post Mile start/end	Nick Name	Legal Description	Work Description	Capital Construction Estimate	Capital Right-of-Way Estimate	Support Cost Estimate	Total Project Estimate	Current Phase ^b	Begin Construction	End Construction
01-29831	STIP	PIMENTEL, JEFFREY L	029	26.1/29.1	LAK-29 KONOCTI CORRIDOR 2B	IN LAKE COUNTY NEAR KELSEYVILLE ON ROUTE 29 FROM 1.8 MILES SOUTH TO 1.2 MI NORTH OF JUNCTION 29/281 & ON ROUTE 281 FROM JUNCTION 29/281 TO 0.3 MI WEST OF JUNCTION 29/281	CONSTRUCT 4-LANE EXPRESSWAY	\$51,900,000	\$40,571,000	\$15,110,902	\$107,581,902	PSE	10/12/2027	12/01/2030
01-0L905	OTHER STATE FUNDS	FINCK, BRIAN T	029	27.893/31.034	LAK-29 Broadband Middle Mile	IN LAKE COUNTY ON ROUTE 29 FROM POST MILE 27.893 TO 31.034	MIDDLE MILE BROADBAND	\$0	\$0	\$1,526,087	\$1,526,087	PAED	09/30/2024	12/30/2025
01-29811	SHOPP	MATTEOLI, JAIME C	029	28.5/31.6	Lake 29 Expressway - Safety	IN LAKE COUNTY NEAR KELSEYVILLE FROM 0.6 MILE NORTH OF THE JUNCTION OF SR 29/281 TO 0.6 MILE NORTH OF THE JUNCTION OF SR 29/175	Improve Curve and Upgrade Shoulders	\$42,451,000	\$10,984,000	\$97,459	\$53,532,459	CONST	12/02/2019	11/04/2024
01-29821	STIP	MATTEOLI, JAIME C	029	28.5/31.6	LAK-29 STIP	IN LAKE COUNTY NEAR KELSEYVILLE FROM 0.6 MILE NORTH OF THE JUNCTION OF SR 29/281 TO 0.6 MILE NORTH OF THE JUNCTION OF SR 29/175	LAK-29 CHILD STIP	\$23,757,000	\$4,866,000	\$270,720	\$28,893,720	CONST	12/02/2019	11/04/2024
01-2982U	SHOPP	MATTEOLI, JAIME C	029	28.5/31.6	LAK-29 COMBINED	IN LAKE COUNTY NEAR KELSEYVILLE ON RTE 29 FROM 0.6 MI TO 3.7 MILES NORTH OF RTE 281 AND ON RTE 175 FROM SO JCT RTE 29 TO 0.3 MI EAST OF SO JCT RTE 29	CONSTRUCT EXPRESSWAY	\$66,208,000	\$0	\$266,021	\$66,474,021	CONST	12/02/2019	11/04/2024
01-2983U	SHOPP	MATTEOLI, JAIME C	029	28.5/31.6	LAK-29 combined mitigation	IN LAKE COUNTY NEAR KELSEYVILLE FROM 0.6 MILE NORTH OF THE JUNCTION OF SR 29/281 TO 0.6 MILE NORTH OF THE JUNCTION OF SR 29/175	ENVIRONMENTAL MITIGATION	\$0	\$0	\$431,169	\$431,169	CONST	12/30/2019	12/30/2027
01-0M740	SHOPP MINOR B	COONROD, CAREN E	029	30.7/30.7	Konocti Wall Treatment	In Lake County near Kelseyville at 0.4 mile south of Route 175	Cover middle and bottom section of the retaining wall with shotcrete.	\$0	\$0	\$123,468	\$123,468	CONST	01/19/2024	08/01/2024
01-0M570	SHOPP	KONOPA, ISRAL J	029	31.4/33.7	Bottle Rock Safety	In Lake County near Kelseyville from 1.0 mile South of Bottle Rock Road 515 to 0.7 mile North of Cole Creek Road 515E	SHOULDER WIDENING AND LEFT TURN CHANNELIZATION	\$12,461,000	\$1,239,000	\$11,860,911	\$25,560,911	PAED	06/27/2028	12/02/2030
01-0L260	SHOPP	KONOPA, ISRAL J	029	31.6/52.5	LAKEPORT CAPM	IN LAKE COUNTY NEAR LAKEPORT FROM 0.5 MILE NORTH OF JUNCTION ROUTE 175 TO JUNCTION ROUTE 20	Pavement rehabilitation (CAPM)	\$38,885,000	\$42,000	\$7,332,287	\$46,259,287	PAED	02/01/2028	04/15/2030
01-0G000	SAFE ROUTES	BUCK, JENNIFER L	029	4.15/5.14	Middletown Path	IN LAKE COUNTY IN MIDDLETOWN FROM RANCHERIA ROAD TO CENTRAL PARK ROAD	CONSTRUCT MULTI-USE PATH	\$0	\$0	\$326,763	\$326,763	CONST	06/01/2022	01/03/2024
01-0L872	OTHER STATE FUNDS	FINCK, BRIAN T	029	5.811/20.307	LAK-29 Broadband Middle Mile	IN LAKE COUNTY on ROUTE 29 from PM 5.811 to 20.307	MIDDLE MILE BROADBAND	\$8,700,000	\$0	\$2,123,861	\$10,823,861	PAED	09/30/2024	12/30/2025
01-0L590	SHOPP	KONOPA, ISRAL J	029	5/5.9	Middletown Safety South	IN LAKE COUNTY AT MIDDLETOWN FROM 0.1 MILE SOUTH OF CENTRAL PARK ROAD TO 0.1 MILE NORTH OF YOUNG STREET	Left turn channelization, shoulder widening, and ADA improvements.	\$6,319,000	\$305,000	\$7,943,361	\$14,567,361	PAED	07/01/2027	01/01/2029
01-0M470	SHOPP	KONOPA, ISRAL J	029	7.4/8.9	Middletown North Safety	IN LAKE COUNTY NEAR MIDDLETOWN FROM 1.1 MILES NORTH OF BUTTS CANYON ROAD TO 0.3 MILE SOUTH OF GRANGE ROAD	WIDEN SHOULDERS AND INSTALL RUMBLE STRIPS	\$9,159,000	\$861,000	\$7,030,741	\$17,050,741	PAED	05/15/2028	12/02/2030
01-0N740	MAINTENANCE	COONROD, CAREN E	029	R34.75/38.6	APS Signal System and Census Sites Upgrade in Lake County	IN LAKE COUNTY AT VARIOUS LOCATIONS		\$520,000	\$0	\$289,743	\$809,743	PAED	06/30/2025	11/01/2025
01-0N710	MAINTENANCE	COONROD, CAREN E	029	R39.8/R39.8	LAKEPORT PARK AND RIDE OVERLAY	IN LAKE COUNTY NEAR LAKEPORT AT LAKEPORT PARK AND RIDE		\$0	\$0	\$37,415	\$37,415	PAED	08/01/2025	11/01/2025
01-0M640	MAINTENANCE	COONROD, CAREN E	029	R45.1/52.5	LAKEPORT OVERLAY	IN LAKE COUNTY NEAR LAKEPORT FROM PARK WAY OVERCROSSING TO ROUTE 20	OVERLAY	\$5,664,000	\$0	\$237,820	\$5,901,820	CONST	04/10/2024	11/01/2024
01-0L908	OTHER STATE FUNDS	FINCK, BRIAN T	029	R48.59/R48.59	LAK-29 Broadband Middle Mile-HUB-17	In Lake County near Lakeport at 0.6 mile south of West Lake Road	MIDDLE MILE BROADBAND	\$0	\$0	\$2,363,651	\$2,363,651	PAED	12/13/2024	06/30/2025
01-0L873	OTHER STATE FUNDS	FINCK, BRIAN T	029	R9.89/R9.89	LAK-29 Broadband Middle Mile-HUB-21	In Lake County near Middletown at Hartmann Road RT 104	MIDDLE MILE BROADBAND	\$0	\$0	\$2,317,886	\$2,317,886	PAED	12/13/2024	06/30/2025
01-0L880	OTHER STATE FUNDS	FINCK, BRIAN T	053	.001/7.42	LAK-53 MMBN	MIDDLE MILE BROADBAND 7.42 MILES IN LAKE COUNTY NEAR CLEARLAKE FROM THE ROUTE 29-53 JUNCTION TO 0.1 MILE SOUTH OF THE ROUTE 20-53 JUNCTION	MIDDLE MILE BROADBAND	\$4,600,000	\$0	\$793,456	\$5,393,456	PAED	09/30/2024	12/30/2025
01-0N190	OTHER-LOCAL	BUCK, JENNIFER L	053	1.99/1.99	18th Ave Encroachment Permit	In Lake County within the City of Clearlake at 18th Avenue	Encroachment Permit	\$50,000	\$0	\$24,619	\$74,619	CONST	07/11/2023	12/29/2023
01-0L902	OTHER STATE FUNDS	FINCK, BRIAN T	175	19.23/19.73	3 LAK County Bridges MMBN	MIDDLE MILE BROADBAND 1.5 MILES IN LAKE COUNTY ON ROUTE 175 AT KELSEY CREEK BRIDGE, ON ROUTE 20 AT MORRISON CREEK BRIDGE AND ON ROUTE 29 AT ROBINSON CREEK BRIDGE	MIDDLE MILE BROADBAND	\$525,000	\$0	\$0	\$525,000	CONST	09/01/2023	11/01/2026

CT Milestone Report - Lake County - May 10, 2024

Past Due 3 Months Complete

Project Number	Program ^a	Project Manager	Route	Post Mile start/end	Nick Name	Legal Description	Work Description	Capital Construction Estimate	Capital Right-of-Way Estimate	Support Cost Estimate	Total Project Estimate	Current Phase ^b	Begin Construction	End Construction
01-0M230	OTHER STATE FUNDS	FINCK, BRIAN T	281	14/17	LAK-281 MMBN	MIDDLE MILE BROADBAND 2.95 MILES IN LAKE COUNTY NEAR LAKEPORT FROM BEGINNING ADOPTED ROUTE SODA BAY TO THE JUNCTION OF ROUTES 281 AND 20	MIDDLE MILE BROADBAND	\$2,000,000	\$0	\$257,031	\$2,257,031	PAED	09/30/2024	12/30/2025
01-0M23U	OTHER STATE FUNDS	FINCK, BRIAN T	281	14/17	LAK-281 Broadband Middle Mile	IN LAKE COUNTY NEAR KELSEYVILLE ON ROUTE 29 FROM ROUTE 281 TO ROUTE 175 AND NEAR CLEARLAKE RIVIERA ON ROUTE 281 FROM 0.1 MILE SOUTH OF KONOCTI BAY ROAD TO ROUTE 29	MIDDLE MILE BROADBAND	\$0	\$0	\$795,893	\$795,893	PAED	06/28/2024	12/30/2025
01-0E081	SHOPP	GOPANA, KIRAN K	VAR	0/0	Morrison, Robinson & Kelsey Creek	IN LAKE COUNTY AT VARIOUS LOCATIONS	Widen Morrison (020) and Robinson Creek Bridges (029) and replace Kelsey Creek Bridge (175).	\$9,447,000	\$358,000	\$535,015	\$10,340,015	CONST	10/19/2021	12/31/2024

Field Descriptions for RTPA CT Milestones Reports

Footnote	Column	Description
a)	Program	The funding source for the project.
	LOCAL ASSISTANCE	This funding comes from various Federal and State programs specifically designed to assist the transportation needs of local agencies.
	MAINTENANCE	Highway maintenance is the preservation, upkeep, and restoration of the roadway structures as nearly as possible in the condition to which they were constructed.
	OTHER STATE FUNDS	Miscellaneous State funds.
	OTHER-LOCAL	Miscellaneous Local funds.
	PLANNING	During the PID phase (see below) prior to the project being programmed into either SHOPP or STIP.
	SAFE ROUTES	Safe Routes to Schools- Part of the Active Transportation and Complete Streets Program
	SHOPP	State Highway Operation and Protection Program - The SHOPP consists of safety projects and preservation projects necessary to maintain and preserve the existing State Highway System.
	SHOPP MINOR A	A SHOPP project that has a construction capital limit between \$291,001 and \$1,250,000.
	SHOPP MINOR B	A SHOPP project that has a construction capital limit of \$291,000 or less.
	STIP	State Transportation Improvement Program - The STIP primarily consists of capacity enhancing or increasing projects, but it can also include local road rehabilitation projects.
b)	Current Phase	The stage of progress of the project.
	PID	Project Initiation Documents - Establishes a well-defined purpose and need statement, proposed project scope tied to a reliable cost estimate and schedule. Prior to the project being programmed.
	PAED	Project Approval and Environmental Document - Complete detailed environmental and engineering studies for project alternatives (as needed); approve the preferred project alternative.
	PSE	Plans, Specifications and Estimate - Conduct detailed project design; prepare and advertise project contract.
	CONST	Period from approval of the construction contract to final acceptance and payment of the work performed by the contractor. There may be a seasonal delay between approving the contract and the beginning of actual construction.
	CLOSE-OUT	Post-construction (close-out) projects are not included in this report. You may see crews completing work related to environmental mitigation and monitoring for a few years after construction.



Lake County Milestone Projects

- PA&E
- PS&E
- Construction





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

TECHNICAL ADVISORY COMMITTEE MEETING Meeting Minutes

Thursday, April 25, 2024
9:00 a.m.

Primary Location:

City of Lakeport
Large Conference Room, 225 Park Street, Lakeport

Teleconference Locations:

525 South Main Street Suite B, Ukiah
Caltrans District 1, 1656 Union St., Eureka
City Council Chamber, 14050 Olympic Drive, Clearlake

Present

James Sookne, Lake Transit Authority
Scott DeLeon, County of Lake (Public Works Director)
Blake Batten, Caltrans District 1
Victor Fernandez, City of Lakeport (Community Development, Associate Planner)
Max Stockton, County of Lake (Community Development, Planner)
Adeline Leyba, City of Clearlake (Public Works Department)
Ron Ladd, City of Lakeport

Absent

Mireya Turner, County of Lake (Community Development Director)
Efrain Cortez, California Highway Patrol
Alan Flora, City of Clearlake (City Manager/Community Development)
Dave Swartz, City of Clearlake (Contract Engineer)

Also Present

Lisa Davey-Bates, Lake Area Planning Council
Nephele Barrett, Lake Area Planning Council
John Speka, Lake Area Planning Council
Michael Villa, Lake Area Planning Council
Alexis Pedrotti, Lake Area Planning Council
Jody Lowblad, Lake Area Planning Council
Tasha Alhstrand, Caltrans District 1
Kyle Finger, Caltrans District 1 Local Assistance
Jen Buck, Caltrans District 1
Izzy Konopa, Caltrans District 1

1. **Call to order**

The meeting was called to order at 9:02 a.m.

2. **Approval of February 15, 2024, Minutes**

Motion by James, seconded by Victor, and carried unanimously to approve the February 15, 2024, minutes.

3. Presentation for the Caltrans Middletown Safety South Project

Izzy Konopa provided an information presentation on the early outreaches on the Middletown Safety South Project. The project involves improvements on SR 29 from (approximately) Central Park Road on the south end through Middletown just past Young Street on the north. The purpose of this approximate \$7 million dollar project is to reduce the frequency and severity of collisions on the segment. Currently the project is in the environment phase which should be completed by July 2025, with completion of the project (including right-of-way work and construction) estimated by December 2027. Safety features will include shoulder widening, left-turn channelization, two-way left turn lanes, flashing beacons and new lighting. The project will also include Complete Streets features include new curb ramps, bulbouts, and 1200' of new sidewalk, as well as an asphalt overlay and new striping.

Scott asked whether traffic would need to be re-routed onto County roads during construction, something they'd like to know as far in advance as possible. Izzy responded that the traffic handling plan had yet to be developed, but that he would get back to Scott once he looked into it. Jen added that Caltrans typically tries to avoid using non-Caltrans facilities for detours, such as closing one lane during construction when possible.

Lisa asked further whether the project was using SHOPP money (it was), and also whether there were any barriers included that would prevent vehicles from passing traffic in the left turn lanes. Izzy would bring that concern to the Caltrans designers. Finally, Ron asked what the right-of-way costs were, which Jen noted would be approximately \$300,000.

4. Discussion and Recommendation for the Draft FY 2024/25 Overall Work Program (OWP)

Alexis went over minor changes made since the draft OWP was discussed at the previous TAC meeting. These include estimated carryover amounts for work elements that will be ongoing in the new fiscal year, even though final amounts won't be known until the close of the current fiscal year. The changes were noted as follows: Work Element (WE) 600 \$5,000, WE 602 \$5,000, WE 607 \$5,000, WE 614 \$25,000, and WE 615 had \$150,000, much of it involving Rural Planning Assistance (RPA) funds. The Final Draft FYY 2024/25 Overall Work Program total will now show \$664,090, with the actual carryover figures to come through the first amendment in the new fiscal year, once they were known. Alexis asked the TAC to make a recommendation to APC Board on the proposed Final Draft FY 2024/25 OWP for APC's May 15, 2024 meeting. No questions or comments were heard.

Motion made by Scott to recommend approval of the Final OWP to the Board, seconded by Ron, motion passed. Caltrans abstained.

5. Announcements and Reports

a. Lake APC

i. Update on Planning Grants

John reported on the status of grant related projects. The first was the Wildfire Evacuation and Preparedness Plan, which is in its early stages with staff from the hired consulting firm (The Resiliency Initiative, or TRI) arriving from out of the area the week of April 1 for tours of the County, stakeholder meetings, and interviews. Minor amendments to the project tasks are currently being considered including adding a traffic consulting firm to analyze alternative evacuation routes and also interactive online outreach efforts.

A second project involves the Safe Streets and Roads for All (SS4A) program. Lake APC was awarded funds to have updates prepared for the Local Road Safety Plans (LRSPs) of each of the region's three jurisdictions. A Grant Agreement was still being worked out with the Federal Highway Administration (FHWA), which will need to be in place prior to moving ahead with an RFP process for a consulting firm to begin work on the project.

Finally, APC applied for a grant through the Rural Planning Assistance Discretionary Grant program to fund a public outreach effort in the City of Clearlake for input on potential pedestrian and bicycle safety projects along the SR 53. Unfortunately, the request was unsuccessful. John stated that public outreach is going to be a key component of any future application to fund larger capital projects in this area. In lieu of the RPA funding, the City of Clearlake has requested funds through the Overall Work Program (OWP), which is expected to fund the project instead.

ii. Update on Regional Transportation Improvement Program (RTIP)

Michael noted that STIP adoption was scheduled for March 21-22 before the CTC.

iii. Miscellaneous- None

b. Lake Transit Authority

i. Transit Hub Update

James reported that they received proposals on the RFP for construction management services to oversee design and construction which will need to be reviewed.

ii. Current Transit Projects

James reported that newly purchased buses arrived and that they were working out a few bugs before they are introduced.

iii. Miscellaneous- None

c. Caltrans

i. Lake County Projects Update

Blake referenced the attached milestone report, which now includes a map showing project locations. The Clean California program will be sunsetting in June of this year after a three year run. Current projects in Clearlake and Lake County will move toward completion, although no new funds will be available. Also, that the newest cycle of the Regional Housing Needs Allocation process will be starting in the coming months which will go hand and hand with the next Regional Transportation Plan update beginning next fiscal year.

ii. Miscellaneous- None

d. Regional Housing Update

John briefly updated the TAC on the Regional Early Action Planning (REAP) program, stating that funds are being used by the County to help fund their Local Area Plan Updates.

e. Local Agency Updates

City of Lakeport: Ron noted a project involving Green Street, Sayre Street and Loch Drive, with the use of Coronavirus Response and Relief Supplemental Appropriations Act (CRRSSAA) funds, is scheduled for completion by May 15. Also, the City has started on its Active Transportation Plan project with an initial stakeholder meeting taking place the previous week. Charrettes are be scheduled for May 6, 7 and 8, at City Hall to include public input into the early stages of the plan.

City of Clearlake: Adeline reported that the City was out to bid on its South Ballpark rehabilitation project. Two others are going out to bid soon. One is Clearlake Park and the other is the “Tree” streets project. Arrowhead and Burns Valley is also going out to bid later this year.

County of Lake: Scott added that the Middletown Trail project was nearing completion but having a hard time finding funding to finish the project. Michael mentioned that the Carbon Reduction Program (CRP) has about \$240,000 which would be made available through a competitive process if Scott was interested in applying. Both the Middletown and the Kelseyville projects would qualify. Scott was interested for the Middletown project, while the Kelseyville project would instead be able to use County funds as it was a County maintained facility.

John Everett was no longer with the County so they were currently without a civil engineer. Other projects currently in process were assisted with the hired help of Coastland Consulting as staff augmentation.

Scott further noted that his last day with the County will be on June 28th. Lisa and Nephela requested a meeting with Scott before his retirement to go over projects that are in the works and how to help with the transition once he leaves.

Max discussed that the County Community Development Department had finished its first round of community meetings for their Local Area Plan updates. Others are being planned as the process moves forward.

6. **Information Packet** – None
7. **Public input on any item under the jurisdiction of this agency, but which is not otherwise on the above agenda** – None
8. **Next Proposed Meeting** – May 23, 2024
9. **Adjourn Meeting** – Meeting adjourned at 9:47 am.

Respectfully Submitted,

Jody Lowblad
Lake Area Planning Council



LAKE COUNTY/CITY AREA PLANNING COUNCIL

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EXECUTIVE COMMITTEE (DRAFT) MEETING MINUTES

Wednesday, May 29, 2024

Location: City Council Chambers
255 Park Street
Lakeport, California

Present

Stacey Mattina, City Council Member, City of Lakeport
Russell Perdock, City Council Member, City of Clearlake
Moke Simon, Supervisor, County of Lake

Also Present

Lisa Davey-Bates, Executive Director – Lake APC
James Sookne, Program Manager – Lake APC
Charlene Parker, Admin. Staff - Lake APC

Attending via Zoom

Alexis Pedrotti, Admin Staff – Lake APC

1. Call to Order/Roll Call

The meeting was called to order at 10:08 am. Members present: Mattina, Perdock, Simon

2. Approval of April 17, 2024 Minutes

Director Perdock made a motion to approve the April 17, 2024 Minutes, as presented. The motion was seconded by Director Simon. Ayes (3)-Directors Mattina, Perdock, Simon; Noes (0); Abstain (0); Absent (0).

3. Discussion and Recommendation on the Proposed Operations Contract Extension between Paratransit Services and Lake Transit Authority

Lisa Davey-Bates reported that the original 3-year contract with Paratransit Services was established in May 2017, with the possibility of up to five one-year extensions. Fiscal year 2024/25 is the final year that the contract can be extended. Lisa noted that the Request for Proposals (RFP) would be issued during the upcoming fiscal year. Paratransit Services submitted their proposal for the FY 24/25 extension, which includes a 16.9% increase. The current contract allows the extension period to increase by one of two ways, whichever is greater: (1) based on the Consumer Price Index (CPI-U) for the prior year, which was 3.4%; (2) or by 70% of the increase in the minimum wage increase, which was 3.23%. The CPI-U was the highest option, which would increase the Operations Contract to \$101,017. However, the proposed increase was 16.9%, totaling \$501,350, a significant difference that is approximately five times larger than the CPI-U. Lisa explained that LTA was struggling to maintain employees at the current wages and the current proposal addresses that by increasing in drivers' wages, starting at \$20 an hour. Additionally, it provides increases for mechanics to \$40 an hour, provides a 10% raise for management, and addresses the increased cost of insurance.

Ms. Davey-Bates noted it would be possible to initiate up to three 30-day extensions per the present contract, if authorized by Caltrans. This would provide the opportunity to conduct a full Request for Proposals procurement process in lieu on the final one-year extension.

Chair Mattina asked how much the drivers' hourly pay was. James responded that the contractor's proposal included an average rate for all drivers, so it isn't clear how much they actually make.

Lisa discussed the Local Transportation Funds (LTF) that provide a bonus for non-management staff. Lisa mentioned that she had spoken with a Caltrans procurement officer, who confirmed that LTA was bound by the terms of the contract and that the current situation didn't fall under the three scenarios allowable by the Federal Transit Administration (FTA) to enact an amendment under the sole source process. Therefore the 16.9% increase is ineligible for approval since it is beyond the parameters of the current contract. Since the current bonus is funded with local funds, it is not subject to the FTA restrictions.

Chair Mattina inquired if staff members normally handled the operations contract negotiations. Lisa responded that LTA staff has historically conducted the negotiations.

The committee discussed the funding shortfall, driver shortages, contract limits, driver wage issues, and the possibility of increased fares. The committee decided that the best option was to have Lisa negotiate within the parameters allowed by Caltrans and the FTA.

4. Discussion and Recommendation on the FY 2024/25 Lake Transit Authority Budget

Lisa reported that James drafted the budget provided with the staff report and that it was left unbalanced to show a deficit of \$769,526. James stated that there are approximately \$3 million in capital expenses, listed under "Expenditures" on page 2 of the budget, that have dedicated funding sources. The deficit lies in the operational expenses and the operations contract is a major component. He stated that even if the proposed extension was at current funding levels, there would still be a \$260,000 shortfall, so it's not the sole factor.

James stated that all the federal COVID relief funds have been reimbursed and these could be used to close the deficit. However, that isn't a sustainable solution in the long-term. James stated that he and Lisa came up with the following four potential options to address the deficit in the FY 24/25 budget:

1. Close the deficit with a portion of the \$1.9M in LTF funds and put the balance in reserve. Additionally, evaluate the existing schedule and see where service can be cut beginning in FY 25/26 to make the system financially sustainable.
2. Lessen the deficit with some of the \$1.9M and close the remaining deficit with service cuts that would go into effect in FY 24/25.
3. Negotiate a lower total cost for the proposed contract extension with the operations contractor to lessen the total operations cost. This wouldn't close the deficit so it would have to be done in combination with either Option #1 or Option #2.
4. A combination of Option #1/#2 and Option #3.

As mentioned earlier, staff were attempting to address part of the deficit by negotiating a lower proposed extension with the operations contract. James stated that he and Lisa have begun to look at the existing schedule to see where service could be reduced, hopefully with minimal impact, to help reduce operational costs.

Director Perdock was concerned about depleting reserve funds. Chair Mattina proposed using reserve funds to balance the FY 24/25 budget, while evaluating what adjustments could be made to the system for next year. The committee favored option 4 for staff to negotiate a lower cost on the operations contract, and research routes that could be eliminated or reduced, noting public hearings would be needed for changes.

5. Discussion Rural Regional Energy Network (REN) Update and Recommended Action on How to Proceed

Lisa reported that the staff report provided summarized the Rural Regional Energy Network (RuralREN), which covered challenges such as differences in performance, proposed changes in program administration, and the details of the various petitions for modification and responses to those petitions that had been submitted to the California Public Utilities Commission (CPUC).

The Administrative Law Judge proposed a potential plan of action for the RuralREN on May 21, 2024. The proposal asks for input from all parties on the following budgetary allocations and organizational structure with geographic division that would be applied to the existing RuralREN. All partners must submit their comments by June 28th, after which the Commission will decide whether to divide the RuralREN into two separate areas, North and Central, and both RENs would have 120 days to turn in new business plans. Humboldt, Lake, Mendocino, Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plums, Sierra, Sutter, Tuolumne, and Yuba would be included in RuralREN -North, with RCEA serving as the Program Administrator. Lisa explained that part of this business proposal would now make Lake and Mendocino counties full partners. The consensus was to move forward with RuralREN – North be a part of developing the business plan.

6. Public Input

Chair Mattina asked for any public input on any item under the jurisdiction of this agency, but which is not otherwise on the above agenda but there was none.

7. Reports Reports/Information

None.

8. ADJOURNMENT

The meeting was adjourned at 11:01 p.m.

Respectfully Submitted,

DRAFT

Charlene Parker
Administrative Associate