



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
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## LAKE COUNTY/CITY AREA PLANNING COUNCIL (APC) AGENDA

Wednesday, December 11, 2024  
9:00

**Primary Location: City Council Chambers**  
225 Park Steet, Lakeport, California

**Alternate Conference Location:**

Caltrans-District 1  
1656 Union Street  
Eureka, California

**Zoom Login:**

**Dial-in number: 1 (669) 900-6833 / Meeting ID: 840 9727 6322# Passcode: 678351**

*(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. RuralREN (Regional Energy Network) North *(Davey-Bates, APC Members)*
  - a) Recommended Approval Authorizing Executive Director to Execute Memorandum of Agreement (MOA) and Bylaws Established by Governing Partners of RuralREN North
  - b) Proposed Adoption of Resolution No. 24-25-13 Allocating Fiscal Year 2024/25 Funds Received to Implement RuralREN North Programs, and Authorizing Executive Director to Execute Subsequent Funding Agreement(s) with Redwood Coast Energy Authority as the Portfolio Administrator
  - c) Discussion and Proposed Approval of Amendment No. 1 to the Agreement for Professional Services between Lake Area Planning Council and Davey-Bates Consulting to Include RuralREN North (RRENN) Staffing Services
3. Adjourn to Policy Advisory Committee

### **PUBLIC EXPRESSION**

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

### **CONSENT CALENDAR**

5. Approval of November 13, 2024 Minutes
6. FY 2024/25 Lake APC Budget Second Amendment

### **REGULAR CALENDAR**

7. Approval of the Draft Lake APC Meeting Calendar *(Davey-Bates)*
8. Honoring Departing Directors for their Service *(Davey-Bates)*

## RATIFY ACTION

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

## REPORTS

11. Reports & Information:
  - a. Lake APC Planning Staff
    - i. Planning Projects (*Speka*)
    - ii. Miscellaneous
  - b. Lake APC Administration Staff
    - i. Next Meeting Date – **January 10, 2024** (*Tentative*)
    - ii. Miscellaneous
  - c. Local Agency Updates
  - d. Lake APC Directors
  - d. Caltrans
    - i. SR 29 Project Update (*Pimentel*)
    - ii. Transit Planning Update (*Saskia Rymer Burnett*)
    - iii. Lake County Project Status Update (*Ahlstrand*)
    - iii. Miscellaneous
  - e. Rural Counties Task Force
    - i. Next Meeting Date – **January 17** (*Teleconference*)
  - f. California Transportation Commission
    - i. Next Meeting Date – **January 30 – 31** (*Sacramento*)
  - g. California Association of Councils of Governments (CalCOG)
    - i. CDAC Meeting – **January 29** (*Hybrid*)
    - ii. CalCOG Board of Directors Meeting – **March 5** (*Monterey*)
    - ii. Regional Leadership Forum – **March 5 – 7** (*Sacramento*)
  - h. Miscellaneous

## INFORMATION PACKET

12. a) 11/21/24 Draft Lake TAC Minutes

## ADJOURNMENT

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### 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 agendaized, 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: December 6, 2024

Attachments:

*Agenda Item #2 – Staff Report, MOA, Bylaws, Reso & Contract Amendment*

*Agenda Item #5 – 11/13/24 Lake APC Draft Minutes*

*Agenda Item #6 – Staff Report & Budget Amendment*

*Agenda Item #7 – Meeting Calendar*

*Information Packet – 12 a) 11/21/24 Draft Lake TAC Minutes*



## LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

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**TITLE:** Rural Regional Energy Network (REN) North

**DATE PREPARED:** December 4, 2024

**MEETING DATE:** December 11, 2024

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**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

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### **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 met with staff of the Redwood Coast Energy Authority (RCEA) and Association of Monterey Bay Area Governments (AMBAG) to learn more about the purpose of the RuralREN and if it would be valuable for Lake County to become a part of. Ultimately, the Executive committee voted unanimously to recommend moving forward as a partner. Lake APC Board Members agreed, and approved the Memorandum of Understanding with RCEA on February 9<sup>th</sup>.

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 the roles, responsibilities and level of authority of the Portfolio Administrator (PA) for the program, identified as RCEA in the business plan. In September 2023, an impromptu vote was held at a Leadership Team meeting to remove RCEA as the Portfolio Administrator, and all communications between RCEA and the five southern partners ceased.

On May 21, 2024, the Administrative Law Judge issued a potential path forward for the RuralREN. The proposal suggested the RREN be divided into two by geography: Rural REN-North (RRENN), with RCEA as the lead administrator, would include Humboldt, Lake, Mendocino counties and the Sierra Business Council (Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plums, Sierra, Sutter, Tuolumne, and Yuba). Rural REN-Central, would include San Louis Obispo as the lead administrator, and include Monterey, San Benito, Santa Cruz, San Luis Obispo, Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare, Inyo, and Mono counties. The Executive Committee met again on May 29, 2024, and made a unanimous recommendation to continue to move forward with the intent of becoming a full member of the Rural REN – North.

On September 26, 2024, the CPUC issued its decision, officially dividing the RuralREN into RuralREN North and RuralREN Central. Public purpose program funds, paid for by ratepayers, will be utilized to plan, administer, and implement the seven energy efficiency programs that were developed as part of the initial business plan submission. With the new arrangement, an updated business plan and advice letter are due to the CPUC within 120 days of the decision.

A Memorandum of Agreement (MOA) and Bylaws have been written to begin implementation of the programs. Legal counsel from each of the governing partners has reviewed the document, leading us to the versions that are being presented to you today for approval. The original Memorandum of Understanding (MOU) between the partners is being terminated. Approval by the Board allowing the Executive Director the authority to execute these and other funding agreements to receive funding to implement the programs will be required.

Budget allocations by the CPUC for the Rural REN North remain as proposed in the initial business plan, with a total of \$33.1 million available through the end of 2027. The governing partners of RuralREN North are currently developing a four-year budget. Allocating funds in the amount of \$249,928 through the approval of Resolution 24-25-13 will be needed to begin implementation of this new program. This resolution also allows the Executive Director to sign the pre-launch contract and subsequent agreements with RCEA as the Lead Administrator as needed. To administer this new program, an amendment to the existing contract between the Lake APC and Davey-Bates Consulting will also be required. The scope, schedule and budget are attached to this staff report for review and recommended approval.

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**ACTION REQUIRED:** Authorize Executive Director to execute RuralREN North Memorandum of Agreement and Bylaws, Approve Resolution 24-25-13, and Approve Amendment No. 1 to the Fiscal and Administrative services contract between Lake APC and Davey-Bates Consulting,

**ALTERNATIVES:** None identified. Such action is required to administer this new program.

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**RECOMMENDATION:** a) Authorize Executive Director to execute Memorandum of Agreement (MOA) between governing partners and Bylaws; b) Approve Resolution 24-25-13 c) Approve Amendment No.1 to the Administrative and Fiscal Services contract between Lake APC and Davey-Bates Consulting to include the scope, schedule and tasks required to implement the RuralREN North program;

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**LAKE AREA PLANNING COUNCIL, THE MENDOCINO COUNCIL OF GOVERNMENTS,  
THE REDWOOD COAST ENERGY AUTHORITY, AND SIERRA BUSINESS COUNCIL**

**FOR**

**THE RURAL REGIONAL ENERGY NETWORK NORTH**

This binding Memorandum of Agreement (“MOA”) is entered into and made effective as of [REDACTED], 2024 (“Effective Date”) by and among the following parties (each referred to separately herein as a “RuralREN North Partner,” or “Partner” and collectively as the “RuralREN North Partners,” or “Partners”):

Lake Area Planning Council (“Lake APC”): Lake APC is a California joint powers authority with member agencies consisting of the Cities of Lakeport and Clearlake and the County of Lake. Lake APC is the Regional Transportation Planning Agency created with authority to plan for and suggest solutions to common problems, assist in the preparation of proposals by utilizing planning talents and general plans of the various governmental agencies located within the County and of planning and technical experts in various other fields. Lake APC represents the Lake County region in the RuralREN North.

Mendocino Council of Governments (“MCOG”): MCOG is a California joint powers authority formed in 1972 with member agencies consisting of the Cities of Fort Bragg, Point Arena, Ukiah and Willits, and the County of Mendocino. Its purpose is to assist local governments in planning to address common needs, cooperating for mutual benefit, and coordinating for sound regional, community, and intercommunity development. MCOG is the Regional Transportation Planning Agency for the Mendocino County region. MCOG represents the Mendocino County region in the RuralREN North.

Redwood Coast Energy Authority (“RCEA”): Founded in 2003 as a Joint Powers Authority (JPA) located in Humboldt County. RCEA’s purpose is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources available in the region. RCEA is also a Community Choice Aggregator (“CCA”) for Humboldt County. RCEA represents the Humboldt County region in the RuralREN North.

Sierra Business Council (“SBC”): SBC is a 501(c)(3) non-profit organization whose purpose is to pioneer and demonstrate innovative approaches and solutions to increase community vitality, economic prosperity, environmental quality, and social fairness in the Sierra Nevada. SBC is an experienced energy program implementer and has been working with PG&E implementing the Sierra Nevada Energy Watch over the last 15 years. SBC represents the service area Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne and Yuba Counties in the RuralREN North.

## BACKGROUND RECITALS AND SHARED GOALS

- A. The California Public Utilities Commission (“CPUC”) issued Decision D.24-09-031, effective September 26, 2024, that approves the Northern California Rural Regional Energy Network (“RuralREN North”) to deliver energy efficiency programs to underserved rural customers located within the jurisdictions of the Partners’ collective territories (“Approved Decision”).<sup>1</sup> The Approved Decision specifies a budget for the remainder of 2024 through 2027 sourced from Pacific Gas and Electric Company (“PG&E”), who is responsible for collecting the energy efficiency ratepayer funds and is the only investor-owned utility with territory in the RuralREN North region. These funds will be used for the coordination of regional energy efficiency programs and strategy; and increase in awareness of and access to conservation, efficiency, and renewable opportunities within the RuralREN North region.
- B. The Partners’ primary role in regard to RuralREN North is to cooperatively develop, administer, and successfully implement the Energy Efficiency Portfolio programs as defined in the Approved Decision. Additionally, the Partners seek to jointly prepare and submit, on behalf of the Partners and RuralREN North, applications to the CPUC for future RuralREN North funding and potential other opportunities for sustainability and energy efficiency activities.
- C. The Approved Decision designates RCEA as the lead program administrator for RuralREN North. In this capacity, RCEA, on behalf of the Partners, will coordinate planning activities for RuralREN North, act as the fiscal administrator, and enter into certain agreements such as a funding agreement with PG&E, program implementer agreements, and evaluator agreements. Pursuant to the Approved Decision, the CPUC designation of the lead program administrator may be amended only with CPUC approval.
- D. The Partners commit to an effective delivery of RuralREN North energy efficiency programs to the residential, commercial, and public sector and local workforce in the RuralREN North region, the details of which are set forth in this MOA.
- E. The Partners intend that upon receipt of funds from PG&E or other funding sources for RuralREN North program activities, RCEA will reimburse the Partners, in amounts not to exceed those stated in the annual portfolio-level budgets (as described in the Bylaws) approved by the Governing Partners, for allowable costs incurred for the express purpose of performing RuralREN North program activities and administration.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions recited herein and made a material part hereof, the Partners agree to the following:

1. **The Bylaws.** The Partners shall adopt bylaws to establish the governing structure and operational

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<sup>1</sup> Decision Modifying Rural Regional Energy Network Approved in Decision 23-06-055 (D.24-09-031), effective September 26, 2024.

rules for RuralREN North (the “Bylaws”). The Bylaws are intended to go into effect concurrently with the Effective Date of this MOA, and are attached hereto as Exhibit A. The Bylaws may be amended only upon approval by unanimous vote from the Governing Partners. Upon any amendment to the Bylaws, the Lead Administrator shall update Exhibit A and distribute the updated Bylaws to all Partners. The Bylaws may not be used to modify or amend any requirements in the MOA. In the event of any inconsistencies between the MOA and the Bylaws, the MOA shall control.

## **2. Governing Partners.**

- a. Defined. RuralREN North shall be governed by a committee comprised of one staff representative from each of the Partners (the “RuralREN North Governing Partners” or “Governing Partners”). The RuralREN North Governing Partners’ structure, composition and duties shall be further described in the Bylaws. Quorum and voting requirements may be changed only by a unanimous vote of the Governing Partners membership and must be consistent with the Approved Decision where applicable.
- b. Membership. Each Partner shall appoint a primary staff representative to the Governing Partners and may appoint an alternative representative to participate in Governing Partner meetings in the absence of the primary representative from that Partner. However, while primary and alternative representatives from the same Partner may participate in discussion in the same meeting, the alternative representative may not conduct business, such as voting or making motions, in Governing Partner meetings if the primary representative is present.
- c. Quorum, Voting. To conduct Governing Partners’ business or take action, a minimum of three fourths of the Governing Partners must be present. Each Governing Partner holds one vote equally weighted with the votes of the other Governing Partners. Action may be taken only on agenda items, unless otherwise allowed in this MOA.
- d. Ethical Conduct, Conflicts of Interest. Representatives of the Governing Partners must comply with all California laws pertaining to conflicts of interest and ethical conduct. Conflict of interest laws generally prohibit a representative of a Governing Partner from making or participating in the making of any decision in which they have a financial interest. Failure to adhere to conflict of interest laws can expose the representative of the Governing Partner to civil or criminal penalties, jail time, and/or removal from the Governing Partners.

Conflict of interest laws provide the minimum standards to which the Governing Partners are required to comply. As representatives entrusted with the fiscal oversight of rate-payer funds, Governing Partners are held to high standards of ethical conduct in order to best maintain the public’s trust and confidence in the Partner organization and in RuralREN North. Governing Partners shall undergo California Assembly Bill 1234 ethics training for local government officials every two years, receive their first training no later than six months from the first day of service as a representative of the RuralREN North Governing Partner. Each Governing Partner representative and alternate must complete annual FPPC Form 700 Statements of Economic Interest, which must be filed with the RCEA Board Clerk annually, when



assuming the position, and when leaving.

**3. Lead Administrator.**

- a. Designated. RCEA shall serve as the Lead Administrator for RuralREN North, unless and until the Lead Administrator is replaced in accordance with the process set out in the Bylaws and the replacement is approved by the CPUC. Compliance with the Approved Decision shall guide all actions of the Lead Administrator. As Lead Administrator, RCEA acknowledges the potential for a conflict of interest that could arise while also assuming an Implementing Agency responsibility, and will implement best practices to avoid acting in a manner that improperly favors RCEA.
  
- b. General Responsibilities. The Lead Administrator shall act as the fiscal lead, purchasing and contracting manager, and primary regulatory contact for RuralREN North. RCEA's Executive Director shall have the authority to take actions and execute agreements on behalf of RCEA as the RuralREN North Lead Administrator following the approval of such actions and agreements as may be required by this MOA and the Bylaws, and in accordance with the RCEA procurement policy. The Lead Administrator shall undertake and/or complete the following activities under oversight of the Governing Partners as described in the Bylaws:
  - i. Report to the CPUC on monthly, quarterly, and annual basis.
  - ii. Prepare and file a revised Business Plan as authorized and directed by any CPUC decision, and with unanimous consent by the Governing Partners.
  - iii. Manage RuralREN North administrative, marketing, and evaluation, measurement, and verification (EM&V) activities and associated budgets.
  - iv. Coordinate with CPUC Energy Division staff and filing required regulatory submissions, data requests, and reports to the CPUC.
  - v. Establish, manage, oversee, and administer procurement and contracts for RuralREN North Portfolio implementation and enterprise-level business administration. The Lead Administrator shall have sole authority to contract with vendors and consultants on RuralREN North's behalf.
  - vi. Execute contracts and submit invoices to CPUC-assigned fiscal agent (PG&E) for release of RuralREN North funds.
  - vii. Contract for and supervise legal, regulatory, and legislative representation of RuralREN North.
  - viii. Develop RuralREN North's application to the CPUC for each Energy Efficiency funding cycle and submit the application to the Governing Partners for approval prior to submitting to the CPUC.
  
- c. Additional Duties. RCEA shall be responsible for additional specific duties as described in the Bylaws.
  
- d. CPUC Compliance. The RuralREN North Partners recognize that the Lead Administrator is solely accountable to the CPUC for compliance with the CPUC Approved Decision and applicable laws, regulatory decisions, and regulations.

4. **Implementing Agencies.** RuralREN North programs will be implemented by individual RuralREN North Partners and third-party implementers (each, an “Implementing Agency,” collectively, “Implementing Agencies”). The Lead Administrator will enter into separate agreements with each Implementing Agency to address the specific program requirements (“Implementer Agreements”). High level responsibilities for Implementing Agencies shall be described in the Bylaws and program-specific detail shall be included in each Implementing Agreement. When acting as an Implementing Agency, the Lead Administrator shall be subject to, and shall adhere to, the same general program implementation requirements as all other Implementation Agencies, under the oversight of the Governing Partners.
5. **Program Activities.** RuralREN North program activities are those set forth in the Approved Decision. The CPUC approved program activities are: the RuralREN North Residential Resource Program, Commercial Resource Program, Residential Equity Program, Public Equity Program, Finance Program, Workforce Education & Training (WE&T) Program, and Codes & Standards (C&S) Program.

The Partners shall work cooperatively to implement RuralREN North Programs, as defined in the Bylaws and comply with CPUC requirements. The Partners will perform all tasks and deliverables and shall comply with all applicable laws, policies, and regulations in carrying out RuralREN North program activities and other duties hereunder.

6. **Budget.** The Approved Decision sets forth the annual RuralREN North Program budget, by year, the maximum expenditure under this MOA for RuralREN North Program activities and administration. RCEA will reimburse the Partners, in amounts not to exceed those stated in Annual Portfolio-level Budget, for allowable costs incurred for the express purpose of performing RuralREN North program activities. All reimbursements are subject to receipt of sufficient funds from the CPUC and/or Fiscal Agent.
7. **RuralREN North Advisory Committees.** The Governing Partners may establish such advisory committees as deemed appropriate to assist the Governing Partners in its implementation of RuralREN North. Advisory committees shall be established in accordance with procedural requirements contained in the Bylaws.
8. **Termination.**
  - a. RCEA may terminate this MOA for convenience, provided that RCEA gives one year’s written notice prior to the date of termination. In the event that RCEA provides notice to terminate this MOA for convenience, RCEA and the Partners agree to work together in good faith to assign RCEA’s responsibilities to another local government or joint powers authority. RCEA and the Partners shall follow the CPUC’s process for proposing a change to the Lead Administrator, in which case this MOA would be amended to remove RCEA and name the new Lead Administrator. In the event the Partners are unable to identify and agree on another agency to serve as a lead, or if the CPUC does not approve of a new Lead Administrator, this MOA shall be terminated.

- b. The MOA may be terminated if the RuralREN North funding is discontinued by an order, decision, or resolution of the CPUC.

**9. Breach.**

- a. If any Partner fails to perform a material obligation under the MOA and/or Bylaws, RCEA will notify the Partner of the breach and provide 30 days to cure.
- b. In the event that there is a disagreement as to the allegation of a material breach, the Partners agree to enter into good faith negotiations via the dispute resolution process in the Bylaws in order to resolve the disagreement.
- c. If the Partner is found to be in breach and fails to cure any breach of this MOA within 30 days of receipt of a notice of breach from RCEA, then RCEA may serve written notice to the Partner that RCEA intends to terminate this MOA with the breaching Partner and thereafter, if the material breach is not timely and reasonably cured, terminate this MOA with the breaching Partner.
- d. The remaining Partners agree to work together in good faith to assign the breaching Partner's responsibilities to another Partner or agency, in which case this MOA would be amended. Such good faith efforts shall also include working with the CPUC in order to identify another agency.
- e. In the event the Partners are unable to identify and agree on another Partner or agency to serve as the replacement Partner, or if the CPUC does not approve of a new Partner, the obligations and monies for carrying out program activities for RuralREN North not fulfilled by the removed Partner may be used by RCEA, in its sole discretion, to carry out program activities for the RuralREN North region in the removed Partner's region.

**10. Withdrawal.** Lake APC, MCOG, or SBC may withdraw from this MOA without cause by providing 180 days' notice to RCEA and the Governing Partners. The remaining Partners agree that obligations and monies for carrying out program activities for RuralREN North not fulfilled by the withdrawing Partner may be used by RCEA, in its reasonable discretion, to carry out program activities for the RuralREN North region in the withdrawing Partner's region. In the event a Partner provides notice to withdraw from this MOA, the remaining Partners agree to work together in good faith to assign that Partner's responsibilities to another Partner or agency, in which case this MOA would be amended. Such good faith efforts shall also include working with the CPUC in order to identify another agency. In the event the Partners are unable to identify and agree on another Partner or agency to serve as the replacement Partner, or if the CPUC does not approve of a new Partner, this MOA shall be amended to remove the withdrawing Partner and reassign duties among the existing Partners.

**11. Change of Lead Administrator.** The Lead Administrator named in this MOA may be changed only through the process established in the Bylaws. Any Lead Administrator change made by the Governing Partners must be made in a manner consistent with the Approved Decision and is effective only upon final approval by the CPUC.

12. **Dispute Resolution.** The Bylaws shall establish a dispute resolution process to address any allegation of a material breach by a Partner or Lead Administrator, or any material disagreement by the Partners.
13. **Hold Harmless and Indemnity.** Each Partner shall indemnify and hold harmless each other Partner, and their respective officials, directors, agents, and employees from and against any and all demands, causes of action, claims, costs, expenses, and liability for any loss, damage, or injury caused by the negligence or willful misconduct of the indemnifying Partner, or its officers, employees, or agents, in the indemnifying Partner's performance under this MOA. The obligations of the indemnifying Partner under this section shall not apply to any claim, cost or liability caused by the negligence or willful misconduct of any other Partner. Under no circumstances shall the indemnifying Partner be liable to any other Partner or any other person or entity for consequential or special damages, or for any damages based on loss of use, revenue, profits, or business opportunities arising from or in any way relating to performance of the indemnifying Partner under this MOA.
14. **Indemnification by Contractors and Subcontractors.** Additionally, each Partner shall require all third party contractors and subcontractors performing RuralREN North program activities to indemnify, defend, and hold harmless each Partner and their respective officials, directors, agents, employees from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of such indemnifying contractor or subcontractor, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of RuralREN North program activities, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses.
15. **Use of Terms.** All terms used in this MOA containing initial capitalization are defined in this MOA, the Approved Decision, as modified by subsequent CPUC rulings. If any definitions conflict, the order of precedence shall be: the CPUC Approved Decision, as modified by subsequent rulings, and this MOA.
16. **Responsibility for Additional Cost and Expenses.** This MOA does not bind any Partner to the incurring of additional expenses or costs that are not specified in this MOA or the Lead Administrator's individual contracts with Implementing Agencies.
17. **No Third-Party Beneficiary.** This MOA is only for the benefit of the Partners and not for the benefit of any third party.
18. **Exhibits.** In the event of an inconsistency between this MOA and the Exhibits as attached hereto, the MOA shall control.
19. **Use of Partners' Name.** Individual Partners must receive approval from any other Partner prior to using the other Partner's name or logo.
20. **Amendments.** This MOA may be amended only by unanimous vote of the Governing Partners and a written instrument executed by authorized representatives from each of the Partners in the

same manner as this MOA.

**21. Effective Date, Term.** This MOA shall begin and become effective on (“Effective Date”) the date of the last party signing below and restated for reference in the preamble. This MOA will remain in effect until terminated by unanimous vote of the Governing Partners.

**22. Confidentiality.**

- a. Common Interest. The Partners share common legal and/or policy interests from their joint participation in RuralREN North, the implementation of which will benefit from discussions and collaboration among respective counsel relating to common legal interests affecting the Partners. The Partners wish to preserve, to the maximum extent possible, any applicable privilege or protection (including, but not limited to, the attorney-client privilege and the work product doctrine as well as the official information privilege) and any other protections accorded confidential or proprietary information that they may have relating to the Confidential Information shared.
- b. Confidential Information. For purposes of this MOA, “Confidential Information” is specifically defined as legal, policy and commercial information provided by one Partner to one or more other Partners and designated as “Confidential,” that the disclosing Partner has not made public and does not intend to make available to the public, including but not limited to the following: written communications; documents; factual and legal analyses, summaries, and memoranda; contracts; operating data; opinions; legal strategies; interview reports and reports of experts, consultants or investigators; notes, reports, or recordings, in any form, of joint meetings between counsel, their representatives and employees, and of any meetings between counsel, the Partners, their representatives and employees with consulting experts or support service providers.
- c. Use of Confidential Information. The Partners shall keep all Confidential Information confidential. If Confidential Information is required to be disclosed by act of law or judicial or other governmental action, the duty to maintain confidentiality of such information shall remain to the extent the disclosure is not subject to the law or specific disclosure demand. As needed to preserve privilege, the Lead Administrator may require members to execute confidentiality and/or nondisclosure agreements to access confidential attorney communications and work product.
- d. Transmittal of Confidential Information. Transmittal of confidential information not exempt from the California Public Records Act shall only occur through a manner that preserves confidentiality, as recognized under the California Public Records Act. All Partners must adhere to such methods.
- e. Requests for Disclosure Pursuant to the California Public Records Act.
  - i. Each Partner acknowledges that RCEA is a public agency subject to the requirements of the California Constitution, Article 1, Section 3 and the California Public Records Act (Government Code §§ 7920.000–7931.000).
  - ii. Each Partner acknowledges that it may submit to or otherwise provide RCEA with

access to materials that a Partner considers Confidential Information, which may or may not be exempt from public disclosure under applicable California law.

- iii. Where any third-party (the “Requestor”) not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to RCEA for access to Confidential Information (the “Request”), RCEA will promptly notify the Partners of the Request before responding to the Requestor and indicate its preliminary analysis of whether the records requested are subject to or exempt from disclosure under the California Public Records Act. If the information demanded or requested affects more than one Partner, then the affected Partners shall cooperate in their response, including engaging joint counsel if deemed advisable, and share such costs. In the event any Partner disagrees with RCEA’s preliminary analysis, such Partner shall be solely responsible for taking whatever legal steps such Partner deems necessary to prevent release of information to the Requestor (including the release of such information by RCEA). Such Partner is responsible for all costs associated with pursuit of any legal steps, including the pursuit of any legal remedies, subject to any sharing of costs in the case more than one Partner is affected (e.g. retaining joint counsel).
- iv. Each Partner understands and acknowledges that the California Public Records Act compels RCEA to respond to Requests within ten (10) calendar days of receipt of a Request (the “RCEA Deadline”). Where RCEA has met its obligation to timely notify the Partners as set forth in subsection 3 above and a Partner fails to notify RCEA that it will seek a protective order or other legal remedy to bar the disclosure of information that the Partner considers Confidential Information prior to RCEA Deadline, RCEA may, without liability hereunder, disclose the Confidential Information that is necessary to be disclosed in response to the Request.
- f. **Exceptions.** Notwithstanding the foregoing, “Confidential Information” shall exclude (and a receiving Partner shall not be under any obligation to maintain in confidence) any information (or any portion thereof) disclosed by any Partner to the extent that such information:
  - i. Is in the public domain at the time of disclosure by the disclosing Partner;
  - ii. At the time of or following disclosure, becomes generally known or available through no act or omission on the part of any receiving Partner;
  - iii. Is known, or becomes known, to the receiving Partner from a third-party source that is not under an obligation to the disclosing Partner to maintain confidentiality;
  - iv. Is independently developed by a Partner without violating any of its obligations under this Agreement or any other agreement between the Partners;
  - v. Is permitted to be disclosed by a formal written agreement executed by and between the receiving Partner(s) and the disclosing Partner;

- vi. Was in the possession of the receiving Partner prior to disclosure by the disclosing Partner; or
- vii. Is required to be disclosed by law or regulation; provided that, to the extent practicable and legally permissible; the disclosing Partner is given prompt notice of such required disclosure so that the disclosing may seek an injunction or other protective order.
- g. Labeling Confidential Information. The Parties shall identify any Confidential Information provided in tangible or electronic form pursuant to this Agreement as “confidential.” If the disclosure is oral, the Confidential Information shall be identified as confidential at the time of disclosure. Notwithstanding the foregoing, the Parties shall treat all disclosures so identified as Confidential Information, whether the confidential status is indicated orally or in writing or by a context in which the disclosing Partner reasonably communicated, or which the Parties should reasonably have understood that the disclosure should be treated as confidential, and whether or not the specific word “confidential” is used.
- h. Disclosures. In the event of an unauthorized disclosure or loss of Confidential Information, the disclosing Partner shall notify the other Partner immediately when such disclosure or loss comes to its attention.
- i. Returning and Deleting Confidential Information. In the event that a Partner withdraws from this MOA or the MOA is terminated pursuant to the terms of this Agreement, all Partners shall promptly return all Confidential Information received and return or destroy any copies or summaries thereof or reports based thereon to the Partners who delivered the Confidential Information. Partners’ obligations arising under this Section shall continue for a period of thirty-six (36) months following the termination of this MOA.

**23. Intellectual Property Rights.** Nothing contained in this Agreement will be construed to grant or imply any right to any Partner with respect to any intellectual property of any other Partner (whether or not copyrighted or patented), including any uses related thereto, and all Confidential Information is the sole property of the disclosing Partner. The analysis and work product hereunder are to be prepared for the exclusive use of the Partners and their designated agents. Furthermore, such work products may not be reproduced or used for any other purpose without the express written consent of the Parties.

**24. Notices.** Any and all notices required to be given pursuant to the terms of this MOA shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Sierra Business Council  
Steven Frisch  
President  
PO Box 2428 Truckee, CA 96160  
(530) 582-4800  
sfrisch@sierrabusiness.org

Redwood Coast Energy Authority  
Stephen Kullmann  
Director - Demand Side Management  
633 3rd Street, Eureka, CA 95501  
(707) 269-1700  
Skullmann@redwoodenergy.org

Lake Area Planning Council  
Lisa Davey-Bates  
Executive Director  
525 S. Main St Suite G  
Ukiah, CA 95482  
707-234-3314  
ldaveybates@dbcteam.net

Mendocino Council of Governments  
Nephele Barrett  
Executive Director  
525 S. Main St., Ste B  
Ukiah, CA 95482  
707-463-1859  
barrettn@dow-associates.com

25. **Authority.** Each Partner represents and warrants that the person signing this MOA has legal authority to sign this MOA and bind that party.
26. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts using verified electronic signature or signature transmitted in PDF, each of which shall be an original, but all of which shall constitute one and the same instrument, and when so executed and delivered shall be treated by the Parties and given the same effect as an original.

IN WITNESS WHEREOF, the undersigned, having been duly authorized, have executed this Memorandum of Understanding on the date below, to be effective on the Effective Date stated above.

(Signatures on following page)



Redwood Coast Energy Authority

Signature:

Date:

Eileen Verbeck, Interim Executive Director

Sierra Business Council

Signature:

Date:

Steven Frisch, President

Lake Area Planning Council

Signature:

Date:

Lisa Davey-Bates, Executive Director

Mendocino Council of Governments

Signature:

Date:

Nephele Barrett, Executive Director

**EXHIBIT A**

**RuralREN North Bylaws**

Effective Date: MM, DD, YYYY

The following Bylaws are for the regulation of RuralREN North, and implement that Memorandum of Agreement (“MOA”) entered into by and between the RuralREN North Partners on MM,DD,YYYY.

**I. Purpose**

Pursuant to the MOA, these Bylaws are adopted to:

1. Define and formalize the working relationship among the Northern California Rural Regional Energy Network (“RuralREN North”) Partners using their expertise and experience in the design and implementation of energy programs throughout the RuralREN North service area;
2. Define the shared goals and objectives of the RuralREN North Partners as they collaborate in operating the RuralREN North and establish the necessary administrative and governance structure to promote a cooperative relationship for ensuring successful development and implementation of RuralREN North activities in a manner consistent with the California Public Utilities Commission (“CPUC”) RuralREN North approval Decision, D.24-09-031, and subsequent relevant RuralREN North rulings;
3. Provide the Partners and their staff with a simple and flexible governance and operations framework that defines roles and responsibilities, and delineates scopes of authority of the RuralREN North Governing Partners, Lead Administrator, and Implementation Partners;
4. Establish processes and channels for effective and transparent communication and decision making; and
5. Accommodate future expansion of programs and capacity to scale.

**II. Overview of RuralREN North:**

The RuralREN North Partners include Lake Area Planning Council (“Lake APC”), the Mendocino Council of Governments (“MCOG”), the Redwood Coast Energy Authority (“RCEA”), and Sierra Business Council (“SBC”), who have joined together to establish locally administered, designed, and delivered energy efficiency programs. RuralREN North’s current portfolio of programs, as authorized by the CPUC, includes:

Resource Acquisition Programs:

- Residential Sector
- Commercial Sector

Codes & Standards (C&S) Programs:

- Codes and Standards (C&S)

Equity Programs:

- Residential Sector
- Public Sector
- Financing
- Workforce, Education and Training (WE&T)

**III. Governance and Operations:**

RuralREN North’s governance and operations framework is comprised of four main roles, consisting of the Governing Partners, Lead Administrator, Implementing Agencies, and Advisory Committees. Each role is defined in the MOA and below with its associated responsibilities and scopes of authority, as well as any relevant processes and channels intended to promote and enhance effective and transparent communication and decision making.

## 1. RuralREN North Governing Partners

- a. Governing Partners Responsibilities: A core responsibility of the Governing Partners is the development and approval of RuralREN North’s Annual Strategy and Portfolio Plan (“ASP”) and RuralREN North’s Annual Portfolio-level Budget (“APB”). Each annual ASP is the central guiding document for RuralREN North’s operations during the year, and will include portfolio-level strategy, operations, and policy decisions for RuralREN. Each annual ASP shall establish the funding allocations among and between RuralREN North’s programs, regions, and implementing agencies. Both the final ASP and final APB must be delivered to the Lead Administrator by November 1 of the preceding year. Approval of each year’s final ASP and APB shall require the unanimous consent of all members of the Governing Partners.

In addition, the Governing Partners have the following responsibilities:

- i. Develop and approve RuralREN North’s revised Business Plan submission, as authorized and directed by any CPUC decision.
  - ii. Review and approve RuralREN North’s Application to the CPUC for each funding cycle. Approval of funding cycle Applications shall require unanimous consent of all Governing Partner members.
  - iii. Monitor the Lead Administrator’s progress towards achieving the objectives set forth in the ASP.
  - iv. Provide guidance to the Lead Administrator on achieving the portfolio-level and strategic objectives set forth in the ASP.
  - v. Hold regular Governing Partner meetings.
  - vi. Develop and provide a formal evaluation of the Lead Administrator annually or as deemed necessary by a majority of Governing Partner members. The timing of the evaluation shall be prior to submitting RuralREN North’s business plan and portfolio applications to the CPUC for future REN funding cycles.
  - vii. Develop and adopt a policy or policies to establish guidelines for Governing Partner member code of conduct, conflicts of interest, recusals, and procedural matters including election and terms of officers, as deemed appropriate by the Governing Partners.
  - viii. Establish and appoint representatives to advisory committees, as needed.
  - ix. Address and resolve high-level programmatic concerns and issues relating to program design, branding and marketing, strategy, and consulting support (e.g., determine need to request CPUC approvals for changes in program design, determine need for fund shifts, determine need for additional consulting support, etc.).
  - x. Authorize responses to relevant CPUC regulatory filings, inquiries, data requests, etc.
- b. Meetings.

- i. The Governing Partners shall approve a regular meeting schedule. The Lead Administrator may schedule special meetings if necessary to conduct business in between regular meetings. Meeting minutes will be taken and distributed as soon as possible, and no later than 2 days before the next scheduled meeting.
  - ii. The Governing Partners will nominate and elect a Chair to the Governing Partners during the first quarter of each calendar year. The term shall be one year. The Chair of the Governing Partners will facilitate meetings, encourage participation, create a collaborative environment, and help the group stay focused on tasks. The Governing Partners may nominate and elect a Chair-Pro-Tem in the temporary absence of the Chair.
  - iii. Agendas shall be developed by the Lead Administrator and approved by the Chair. Agendas shall be distributed to all Governing Partners no later than 2 days before the meeting. Any Governing Partner can request an item be added to the agenda if the request is received prior to posting the agenda.
- c. Voting. General voting requirements are defined or contained in the MOA. When consistent with the MOA, the Partners shall seek to make group decisions by consensus. Consensus decisions mean that each Governing Partner understands the decision, has had a chance to express concerns, and states that they are willing to actively support the decision(s). If unanimous consensus cannot be reached, then three fourths (3/4) of the Governing Partners must vote affirmatively to take action on agendized discussion or action items, unless a different vote is otherwise required.
- d. Reimbursements. Governing Partners when participating in RuralREN North meetings may be eligible for reimbursement from the CPUC funds for portfolio level administrative activities as specified in the APB. The Lead Administrator will develop a claim process and procedure for Governing Partner reimbursement that is consistent with the Lead Administrator’s procurement policy. The claims process and procedure shall be approved by the Governing Partners.

## 2. RuralREN North Lead Administrator

The RuralREN North Lead Administrator shall be a Partner in the RuralREN North. The Lead Administrator will designate a Portfolio Manager, separate from the Lead Administrator’s Primary and Alternate Governing Partners’ Representatives, who will represent the administrative interests of the RuralREN North to the Governing Partners. The Lead Administrator’s Executive Director or designee shall have the authority to take actions and execute agreements as the RuralREN North Lead Administrator consistent with the Lead Administrator’s procurement policy and the Annual Portfolio-Level Budget.

- a. Lead Administrator Responsibilities. The Lead Administrator is responsible for administering RuralREN North on a day-to-day basis in accordance with the Memorandum of Agreement. The Lead Administrator will lead fiscal, procurement, and contracting activities pursuant to the Lead Administrator’s procurement policies. The Lead Administrator will serve as the primary regulatory contact for RuralREN North. Each Partner will support the Lead Administrator’s coordination with CPUC processes and other CPUC portfolio administrators (“CPUC PAs”). Any of the following duties may be delegated to other members of the Governing Partners with

unanimous consent of the Governing Partners.

The Lead Administrator's other administrative responsibilities include:

- i. Representing RuralREN North on the California Energy Efficiency Coordinating Committee (CAEECC).
- ii. Providing oversight of budgets, expenses, and reimbursements.
- iii. Implement decisions of the Governing Partners and implement the ASP prepared annually.
- iv. Establish, manage, and administer the overall RuralREN North budget, including shifting funds between Programs and Implementing Agencies. The overall RuralREN North budget shall be consistent with the program, region, and implementing agency allocations established by the Governing Partners in the APB.
- v. Manage regulatory and legislative advocacy on behalf of RuralREN North and in furtherance of RuralREN North's interests.
- vi. Coordinate with other CPUC PAs on regulatory requirements and program implementation.
- vii. Represent RuralREN North in coordination with state agencies and working groups that impact RuralREN North or EE programs.
- viii. Officially represent RuralREN North in state and regional contexts. This role includes, but is not limited to, communications on behalf of RuralREN North with the public, media, state and local governments, regulators, the media, and commercial contexts.
- ix. Coordinate with and seek direction and guidance from the Governing Partners as appropriate on portfolio-level activities.
- x. Draft meeting agendas for Governing Partner meetings and distribute after Chair approval.

Assign staff to take minutes at Governing Partner meetings and distribute to the Partners 2 days prior to the next meeting.

- b. CPUC Compliance. The RuralREN North Partners recognize that the Lead Administrator is solely accountable to the CPUC for compliance with the CPUC Approved Decision and applicable laws, regulatory decisions, and regulations.
  - i. Override Authority. The Lead Administrator shall have the authority, at its discretion, to avoid harm or noncompliance by overriding a decision of the Governing Partners. This override authority shall be recognized as an extraordinary remedy to avoid significant noncompliance or harm and shall not be used in the ordinary course of business. If an issue arises that may require the use of this authority, the Lead Administrator will provide written notice to the Partners via email as soon as the issue is discovered and before any action is taken. Unless doing so would be a violation of compliance with a CPUC deadline, the Lead Administrator shall call a special meeting of the Governing Partners to make a good faith effort to work collaboratively to resolve the issue without the use of this authority and potentially amend the decision of the Governing Partners.
  - ii. Exercise of Override Authority. The override authority process may only be used if the

Lead Administrator has determined that a Governing Partners' decision meets the following criteria:

- i. Does not comply with the CPUC Approved Decision or applicable regulatory authority;
- ii. Does not comply with third-party agreements entered into by the Lead Administrator on behalf of the RuralREN North;
- iii. Is contrary to state, local or internal requirements imposed on the Lead Administrator;
- iv. Would unduly increase the risk of liability exposure to the Lead Administrator;
- v. Would adversely impact the Lead Administrator's reputation or goodwill; or
- vi. Would cause other significant harm to the Lead Administrator or the RuralREN North programs.

### **3. Implementing Agencies:**

The RuralREN North Implementing Agencies, composed of RuralREN North

Partners' staff and third-party implementers will oversee day-to-day program operations and execution of each program in the portfolio.

RuralREN Programs will be implemented through program implementation agreements entered into between the Lead Administrator and individual Implementing Agencies. Agreements will include details on how payment will be made to Implementing Agencies by the Lead Administrator and will adhere to the APB.

- a. Implementing Agencies' Responsibilities. Implementing Agencies are responsible for engaging the counties they serve and designing and delivering RuralREN North Programs that reflect the existing service gaps and needs expressed in those counties. The manner of engagement is within the authority of the Implementing Agency who makes its own decisions regarding staffing, procurement, etc.

Implementing Agencies shall complete and/or undertake the following additional responsibilities:

- i. Coordinate and identify needs of the RuralREN region using input from the Partners and stakeholders within the regions served.
- ii. Oversee program initiation, planning, execution, monitoring, and review.
- iii. Gather input from Program Team for program initiation and when establishing deliverables and milestones.
- iv. Oversee development of a Program Implementation Plan (PIP).
- v. Manage program-level performance and provide reporting to Lead Administrator.
- vi. Manage program implementation budget in coordination with Lead Administrator.
- vii. Recommend budget shifts to implement and operate the programs in coordination with the Lead Administrator and Governing Partners.
- viii. Facilitate Program Team meetings.

- ix. Coordinate/communicate with Lead Administrator and Governing Partners.
  - x. Coordinate and identify any needs from Implementation Agency staff that will contribute to success of a program and to ensure program coordination;
  - xi. Serve as the primary point of contact for all program-specific interactions with consultants and implementers. This includes project initiation, planning, execution, and monitoring and review. Project initiation will include gathering input from program team members;
  - xii. Participate in industry webinars, conferences, and events, researching other similar programs, and sharing and leveraging best practices to inform program design;
  - xiii. Coordinate with other Regional Energy Networks, IOUs, and program administrators in their regions as directed by the RuralREN North Joint Cooperation Memo (JCM) regarding program design and delivery to enhance program performance and achieve mutual objectives;
  - xiv. Coordinate with the Lead Administrator to develop and present program design and implementation strategies consistent with the Implementation Plan at public webinars as required by the CPUC;
  - xv. Develop and update annual work plans and establish and communicate program-level roles and priorities with the Lead Administrator;
  - xvi. Manage program-level performance and provide program-level reporting to CPUC;
  - xvii. Manage program-level budget;
  - xviii. Schedule and draft agendas for Program Team meetings;
  - xix. Track and gather required program data to file CPUC regulatory filings (e.g., metrics) as necessary; and
- b. Reporting. Each Implementing Agency shall adhere to common reporting requirements for RuralREN North programs as required by the CPUC. For RCEA to compile information to meet reporting deadlines, the Implementing Agencies shall provide RCEA with all required metrics and will adhere to all required deadlines as defined in the contracts.
- c. Program Teams. Each RuralREN North Program has a Program Team including at least one representative from each Implementing Agency implementing a given program. Program Team member responsibilities include the following tasks:
- i. Take primary accountability for program implementation and operation within their region.
  - ii. Contribute to development of PIPs.
  - iii. Provide input/alternative suggestions for program design and implementation strategies.
  - iv. Attend periodic program meetings.
  - v. Gather input from individuals from non-implementing parties, advisory committee members, and third-party contractors or implementers who have subject-matter expertise pertaining to a given program.

#### **4. RuralREN North Advisory Committees**

The Governing Partners may establish Advisory Committees (for example: Technical Advisory

Committee(s), Program Operations Committee(s), and Equity and ESJ Advisory Team) to provide advice and expertise to the Governing Partners. The RuralREN North Advisory Committees may include local stakeholders with a vested interest in energy efficiency or energy reduction such as, but not limited to, local and regional governments, and community-based organizations. A Governing Partners representative will attend Advisory Committee meetings.

- a. Advisory Committee Responsibilities. Responsibilities may include helping to define program offerings, monitoring compliance with Program Implementation Plans (PIPs), promoting equity and inclusion, discussing challenges/barriers, navigating program changes to address problems, supporting new program rollout, and any other topic for which the Governing Partners seek advice or expertise. The Advisory Committees may advise the RuralREN North Governing Partners on outreach and enrollment, provide feedback on program evaluation reports, and recommend program improvements.

## **5. Changing the Lead Administrator**

In the case where the change of the Lead Administrator is necessary, the Governing Partners shall follow the procedure as set forth below:

The Partner or Partners shall provide written notice to the other Governing Partners, including the Lead Administrator, stating the cause. The cause should reference the roles and responsibilities of the Lead Administrator as outlined in this MOA and clearly describe how those responsibilities are not being met by the current Lead Administrator. There will be a minimum 30 day cool down period following the written notice before any party will provide a response.

The Lead Administrator shall be given the opportunity to address and resolve any issues raised, or follow the dispute resolution process.

In the event that the Lead Administrator agrees with the recommended change, or the dispute resolution process leads to a vote removing the Lead Administrator, the Lead Administrator shall work with the Governing Partners on seeking a replacement agency. The Lead Administrator and Governing Partners shall follow the CPUC's defined process in the Approved Decision to formally change the Lead Administrator including filing a Tier 2 Advice Letter proposing the change. Until the Advice Letter is approved by the CPUC, the Lead Administrator shall be unchanged and shall continue to comply with CPUC requirements.

## **6. Dispute Resolution Process**

The Partners agree that in the event of any dispute by and between them ("the Parties to the Dispute" or "Parties"), the Parties to the Dispute, if fewer than all of the General Partners, shall first attempt to resolve the dispute by way of the dispute resolution process, as described below:

The Parties to the Dispute shall provide written notice to the other Governing Partners, including the Lead Administrator, describing the dispute. There will be a minimum 30 day cool down period following the notice before any party will provide a response.

The Parties to the Dispute must then bring the issue to a Governing Partners' meeting for discussion. This



meeting may be a regularly scheduled or special meeting and must follow the Bylaws for proper noticing of the agenda in advance. The Partners may agree in a unanimous vote to resolve the issues or will schedule an additional meeting for discussion of the issue as a good faith effort to find resolution.

If the issues are not resolved at the second meeting, the issue will go to non-binding mediation as described in the Mediation section.

## **7. Mediation**

In the event that a dispute between the Parties is not resolved using the Dispute Resolution Process, the Partners agree that they shall next attempt to solve the dispute by way of informal mediation. Mediation fees are incurred equally by the Parties to the Dispute and shall not be funded by RuralREN North authorized funds.

The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge (“Qualified Mediator”). Within ten (10) days of a demand for mediation, the Parties to the Dispute shall attempt to mutually agree on a Qualified Mediator. If the Parties to the Dispute agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the Parties’ mediation. If the Parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the Qualified Mediators shall then select a neutral Qualified Mediator who shall mediate the Parties’ dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator’s availability, the parties will make their best efforts to have the mediation scheduled and held within sixty (60) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any Party who fails to participate in the mediation shall waive their right to collect attorney’s fees and costs as provided for in this MOA.

If a resolution is not reached through mediation, then the Governing Partners will move to binding mediation or arbitration process. The selection of the next step will be made through a vote. If arbitration is selected, the arbitrator will be selected in the same method as the Qualified Mediator above.

Each of the Parties shall maintain as confidential the nature of any mediation or arbitration proceeding, as permissible under the California Public Records Act, and shall not, without the prior written consent of the other Party or Parties to the Dispute, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 24-25-13

ALLOCATING FISCAL YEAR 2024/25 FUNDS FOR RURALREN NORTH PROGRAMS  
AND AUTHORIZING EXECUTIVE DIRECTOR TO SIGN  
PRE-LAUNCH CONTRACT AND SUBSEQUENT AGREEMENTS

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

WHEREAS, on February 9, 2022, the Lake Area Planning Council (Lake APC) approved a Memorandum of Understanding (MOU) to join the Rural Regional Energy Network (RuralREN) as a subcontractor to Redwood Coast Energy Authority (RCEA),

WHEREAS, the California Public Utilities Commission (CPUC) formally approved the Rural REN's business plan in June 2023; but due to disagreements amongst the governing partners all progress was halted until a resolution was identified; and

WHEREAS, On September 26, 2024, the CPUC issued its decision to modify the Rural Regional Energy Network Approved in Decision 23-06-055, and divided the RuralREN into RuralREN North and RuralREN Central, identifying Lake APC as a full partner; and

WHEREAS, the 2022 MOU between RCEA, MCOG and Lake APC is being terminated, and a new RuralREN North Memorandum of Agreement (MOA) and Bylaws have been created by the governing partners and its legal counsel, and is ready to execute before launching programs in 2025; and

WHEREAS, the Lake APC Board must approve the RuralREN North MOA and Bylaws and authorize the Executive Director to sign on behalf of the Lake Area Planning Council; and

WHEREAS, a Pre-Launch Contract and subsequent Agreements will be required with RCEA as Lead Administrator of the RuralREN North, in order to receive funding and deliver these needed energy and cost saving programs in Lake County; and

WHEREAS, the RuralREN North is developing a four-year budget to use public purpose program funds paid by ratepayers to plan, administer, and implement energy efficiency programs, of which this 2024/25 allocation is intended to provide staffing services and associated direct costs;

### NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake Area Planning Council authorizes the Executive Director to sign a Pre-Launch Contract and subsequent Agreements with Redwood Coast Energy Authority as Lead Administrator as needed to receive funding and deliver RuralREN North programs to the Lake County region.

The Lake Area Planning Council hereby allocates FY 2024/25 funds in the amount of \$249,928 received for RuralREN North programs to perform the services outlined in the budget and business plan.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 11<sup>th</sup> day of December 2024, by the following roll call vote:

AYES: Directors

NOES:

ABSENT: 2 - Vacant (Member-at-Large) Positions

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

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ATTEST: Lisa Davey-Bates, Executive Director  
Lake County/City Area Planning Council

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Stacey Mattina, Chair  
Lake County/City Area Planning Council

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## AMENDMENT NO.1 of PROFESSIONAL SERVICES AGREEMENT

### ADMINISTRATIVE AND FISCAL STAFFING SERVICES

This **Amendment** is entered into on December 11, 2024, initially effective October 1, 2024, is now amended by and between the Lake Area Planning Council, hereinafter referred to as the "APC", and Davey-Bates Consulting, hereinafter referred to as "Consultant."

#### WHEREAS:

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;

Professional services described in Exhibit A of the initial Professional Services Agreement may be refined or amended by agreement of the APC and Consultant;

On May 29, 2024, APC's Executive Committee recommended moving forward with joining the Rural Regional Energy Network (REN), providing energy efficiency programs to Lake County;

On June 12, 2024 the APC's Board of Directors took action to become full members of the Rural Regional Energy Network (REN) North, requiring an Amendment to the Professional Services Agreement;

Consultant has submitted a scope of work and budget needed to implement the California Public Utilities Commission's (CPUC) Decision 23-06-055 of September 26, 2024, naming Lake Area Planning Council as one of the governing partners of the Northern California Rural Regional Energy Network, also known as the RuralREN North (RRENN);

Amendment No. 1 incorporates the significant changes to the Administrative and Fiscal Services Agreement between Lake Area Planning Council and Davey-Bates Consulting that will occur with the administration and implementation of the RRENN;

Additional scope of work and budget will be funded by public purpose program funds, paid for by ratepayers funded through the RuralREN North program;

The APC and Consultant agree to add the following amendments:

#### 1. WORK TO BE PERFORMED

Consultant agrees to provide services, tasks and products to administer and implement programs outlined in the Rural REN North's business plan. The scope, schedule and budget are detailed in Exhibit A, incorporated herein by reference, and may be refined or amended by agreement of the APC and Consultant.

Exhibit A: Scope, Schedule and Budget to provide professional staffing to Lake APC to conduct services to implement and administer the Rural REN North.

## 2. COMPENSATION

This amendment provides a cost estimate with detailed information needed to provide staffing and implementation services for the Rural REN North. Compensation for Fiscal Year 2024/25 is not to exceed \$249,928 and will reflect a 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 escalations that might occur during the contract period related to merit adjustments, cost of living increases, or rising health insurance costs. 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.

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. 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 immediately with the performance of the work described by Exhibit A.

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.

## 4. 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.

ALL OTHER TERMS AND CONDITIONS of the original Agreement shall remain in full force and effect unless amended in writing by both APC and Consultant.

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.

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Stacey Mattina, Chair  
Lake Area Planning Council

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Lisa Davey-Bates, Owner/Principal  
Davey-Bates Consulting

## **DBC'S APPROACH & METHODOLOGY**

### **LAKE APC'S SCOPE OF WORK – AMENDMENT NO. 1**

The RuralREN North will provide energy efficiency opportunities in Lake County by identifying gaps, needs and opportunities that support the state's climate goals in the hard-to-reach areas of California. Lake APC, as an implementing agency of the RRENN, will be responsible for designing and delivering programs that focus on addressing the challenges of rural customers and providing offerings that support and advance energy reduction objectives created by the CPUC.

#### **Rural REN North (RRENN) Vision Statement**

The RuralREN North will act as a catalyst to accelerate the implementation of the state's energy efficiency and climate goals in geographically hard-to-reach California. By leveraging rural regional collaboration, our trusted local relationships, and promoting pragmatic responses to community needs, the RuralREN North will help deliver a just and clean energy future.

The following is a detailed work plan of the seven programs to be implemented under the Rural REN North. This section defines how DBC staff will fulfill the duties identified in Amendment No. 1, to include the implementation of energy efficiency programs, through the RRENN, in Lake County. RRENN's focus is bringing energy efficiency programs and services to the rural customer base to fund outreach and education, financing, and workforce education and training to rural hard-to-reach communities.

**Residential Equity** –The program will offer energy audits and energy efficiency toolkits and provide outreach and awareness of available advanced energy upgrades and will educate residents of incentives and financing options. The program will offer incentives for common home energy upgrades and decarbonization measures to single-family homeowners and renters.

**Resource Acquisition** – RuralREN North is proposing two Resource Acquisition programs serving the residential and commercial sectors, targeting hard-to-reach, disadvantaged communities and underserved participants. The Resource Acquisition Program will offer incentives for whole-house energy efficiency and electrification measures, and rebates for energy efficient and decarbonization upgrades as well as direct-install options.

**Finance** – This program will address two areas of need by implementing the bridge loan program which will supplement independently operated utilities' loan programs with short-term loans to cover energy efficiency project costs during construction to bridge the time gap between application and funding of the loan. This program provides an opportunity for non-residential customers to implement energy efficiency projects quicker and eliminates the added cost of contractor or bank financing during construction. RuralREN North will also develop a microloan that fills gaps in existing financing. The target customer groups are residential and small to medium-sized businesses in the commercial, industrial, public, and agricultural sectors. The loan amounts are expected to be below \$5,000 and would carry low or zero interest and fees.

**Commercial Equity**- RuralREN North's Commercial Sector program will focus on filling the unmet needs from other utility and statewide programs. It will deliver rebates for energy efficiency and decarbonization upgrades and direct install options.

**Public Equity** - This program will offer services to rural public agencies by identifying, developing, tracking, and implementing energy savings opportunities in their buildings and facilities. In addition, the

program will increase awareness and expertise of public agencies, improve information sharing among them and demonstrate leadership in energy efficiency within their local communities. The Public Equity program will only be implemented in Lake and Mendocino counties.

**Codes and Standards** – RRENN intends to increase the efficiency of buildings and equip code enforcement agencies in rural hard-to-reach areas to comply with energy codes through our proposed Codes and Standards program. This is important because rural counties are known to lag in code compliance, and as customers migrate to rural areas new construction and home renovations will increase. The result will increase the demand for knowledgeable code enforcement officials and designers and builders.

**Workforce, Education & Training** – This program, targeted for disadvantaged workers, accelerates training and increases new opportunities for employment in geographically hard-to-reach places to meet immediate needs. The program addresses skills training, trades advancement, pre-apprenticeship placement and supports building professionals, while coordinating with third-party program implementers and local employers to increase opportunities. The program will offer in-person and virtual training curriculum to best serve the populations in each specific region. Individuals are enrolled into the program that is best suited for them, and training is delivered directly and/or in coordination with RRENN’s community partners. The result ensures the development of a well-trained and knowledgeable workforce that reflects the communities they live in.

**AMENDMENT NO. 1-RURAL REN NORTH (RRENN)  
SCHEDULE AND SUMMARY OF TASKS**

RURAL REN NORTH TASKS AND SCHEDULE	24/25	25/26	26/27	27/--
Prepare, administer and coordinate annual budget, business plan and subsequent administrative and funding documents as needed	✓	✓	✓	✓
Approve and process invoices, maintain accounting records for all invoicing and revenues, coordinate and prepare for audits	✓	✓	✓	✓
Meet with governing partners and committee meetings as needed, attend other regional/state meetings	✓	✓	✓	✓
Identify existing needs through assessments and audits in rural areas and identify any services currently offered	✓	✓	✓	✓
Deploy and manage all seven programs as outlined in the RRENN’s business plan	✓	✓	✓	✓
Develop marketing strategies intended to connect with hard-to-reach residents of Lake County in need of energy efficiency offerings	✓	✓	✓	✓
Distribute tool kits and other equipment intended to generate energy reduction opportunities	✓	✓	✓	✓
Cultivate locally trained workforces that meet the needs of rural customers	✓	✓	✓	✓

Staff is expected to begin implementation of the RRENN in January 2025, once the business plan and advice letter have been approved by the CPUC, funding is available by PG&E and the Memorandum of



Agreement and Bylaws have been executed. Roll out of the programs will be done in a three-tiered approach, beginning with implementation of Residential Equity, Residential Resource and Finance, followed by Commercial Resource and Public Equity, then Workforce Education & Training and Codes & Standards. Funding for all programming is provided by ratepayers, and will be utilized to plan, administer, and implement the seven energy efficiency programs that were developed as part of the RRENN’s business plan.

**DAVEY-BATES CONSULTING – AMENDMENT NO. TO COST PROPOSAL**

Early in 2022, Lake Area Planning Council’s Executive Committee and Board of Directors began exploring the idea of expanding the roles and responsibilities of the agency to include energy efficiency programs in the Lake County region. With that direction, staff have been involved with the creation of a newly formed, multi-county, program called the Rural Regional Energy Network (REN).

On September 26, 2024 the California Public Utilities Commission (CPUC) issued Decision 23-06-055, formalizing the formation of the Rural REN North (RRENN), consisting of four governing partners: Lake Area Planning Council, Mendocino Council of Governments, Redwood Coast Energy Authority and Sierra Business Council.

The RRENN overall budget for all governing partners total \$33.1 million through the end of 2027. The governing partners of RuralREN North are currently developing a four-year budget. A portion of the 2024/25 allocation funds staffing services and associated direct costs such as travel. This allocation does not include rebates, incentives, or loan funding, which is offered as part of the RuralREN North program. To administer the seven new programs under RRENN, an amendment to the existing contract between Lake APC and Davey-Bates Consulting will be required.

This amendment provides the detailed information needed to provide staffing and implementation services to the Rural REN North. Compensation for Fiscal Year 2024/25 is not to exceed **\$249,928** and will reflect a start date of October 1, 2024. The proposal identifies a cost plan to provide staffing services through FY 24/25 and an additional \$13,500 for other expenses and travel specifically related to the implementation of Rural REN North programs. Compensation for subsequent fiscal years will be escalated to reflect the accumulated Consumer Price Index (CPI) and other potential cost escalations that might occur during the contract period related to merit adjustments, cost of living increases, or rising health insurance costs. This shall include compensation for completing the tasks and products identified in Exhibit A.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL – RRENN STAFFING & IMPLEMENTATION**

**2024/2025 ASSIGNMENT OF HOURS & COST PLAN**

Position	Hourly Rate	Estimated Hours	Annual Cost
Principal, Exec. Director	\$185.93	246	\$45,739
Program Manager	\$118.09	908	\$107,226
Program Specialist	\$80.14	908	\$72,767
Project Mgr./Admin	\$115.02	93	\$10,697
<b>2024/2025 Total</b>			<b>\$236,428</b>

\* Assuming effective date of October 1, 2024

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



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

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) (DRAFT) MEETING MINUTES Wednesday, November 13, 2024

**Location:** Lake Transit Authority  
9240 Highway 53  
Lower Lake, California & Zoom

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

### Present

Bruno Sabatier, Supervisor, County of Lake  
Michael Green, Supervisor, Alternate  
Stacey Mattina, City Council Member, City of Lakeport  
Russ Cremer, City Council, City of Clearlake  
Kenneth Parlet, Council Member, City of Lakeport

### Absent

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

### Also Present

Lisa Davey-Bates, Executive Director – Lake APC  
James Sookne, Admin Staff – Lake APC  
Charlene Parker, Admin Staff – Lake APC  
Samuel Gaytan, Project Manager – Paratransit Services

### Attending via Zoom

Nephele Barrett, Planning Staff – Lake APC  
Alexis Pedrotti, Admin Staff – Lake APC  
John Speka, Planning Staff – Lake APC  
Michael Villa, Planning Staff – Lake APC  
Tatiana Ahlstrand, Caltrans District 1 (Policy Advisory Committee)  
Jeff Pimentel – Caltrans District 1  
Glen March, Director of Public Works – County of Lake  
Danny Wind, Pedestrian and Bicycle Advisory Committee Member

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#### 1. Call to Order/Roll Call

Chair Mattina called the meeting to order at 10:54 a.m. Secretary Charlene Parker called roll. Members present: Sabatier, Green Alternate-Simon, Cremer, Mattina, Parlet

#### 2. Adjourn to Policy Advisory Committee

Chair Mattina adjourned to the Policy Advisory Committee (PAC) at 9:00 a.m. to include

Caltrans District 1 staff and allow participation as a voting member of the Lake APC.

### **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 October 9, 2024 Draft Minutes**

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

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

### **RATIFY ACTION**

5. **Adjourn Policy Advisory Committee and Reconvene as Area Planning Council**  
Chair Mattina adjourned the Policy Advisory Committee at 11:00 a.m. and reconvened as the APC.

6. **Consideration and Adoption of Recommendations of Policy Advisory Committee**  
*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 Cremer and carried unanimously.*

*Roll Call Vote: Ayes (5)-Directors Sabatier, Green Alternate-Simon, Cremer, Mattina, Parlet  
Noes (0); Abstain (0); Absent (1) Director Perdock*

### **REPORTS**

7. **Reports & Information**
  - a. **Lake APC Planning Staff**
    - i. **Planning projects**

John Speka gave a brief update on the current projects.

#### **Wildfire Evacuation and Preparedness Plan:**

The consultants completed the public outreach phase for the Wildfire Evacuation and Preparedness Plan, which included online surveys and workshops. The surveys concluded on the previous Friday. The workshops included in-person sessions for Lakeport and Clearlake. In addition to the on-site session, an online workshop was held. Additional outreach included presentations before the Big Valley Advisory Council (BVAC), Cobb Advisory Council (CAC), Eastern Region Town Hall (ERTH). The Western Region Town Hall was among the other outreach events including the county fair in late August through early September. Staff received approximately 240 responses, which is a decent response rate. On October 19, an information stand was held at the Lakeport Health and Wellness Expo. The next steps are to prepare a draft plan that stakeholders and the general public could provide comments on.

#### **Zero Emission Vehicle (ZEV) Infrastructure Plan:**

Lake APC staff received funding to create a Countywide Zero Emission Vehicle (ZEV) infrastructure plan through the Sustainable Transportation Planning Grant program. On October 25, staff released a Request for Proposals (RFP) for consultant services, with the

deadline for submissions being November 22.

**State Route 53 Corridor Priority Projects Outreach Study:**

A request for proposals (RFP) for consultant services was being prepared to gather community preferences and priorities on the types of safety projects along the SR 53 Corridor through Clearlake. The study is funded through the Overall Work Program as a way of preparing for future grant opportunities that typically ask for a good amount of community input. Ultimately, it is expected to make future applications more competitive when the time comes to apply.

**Trade Corridor Enhancement Program:**

John reported that staff was assisting Caltrans D1 in preparing a Trade Corridor Enhancement Program (TCEP) grant application to fund construction on segment “2B” of the Lake 29 project. The program focuses on corridors with high freight movement and trade corridors of national and regional significance. Staff helped with requesting letters of support from different stakeholders such as county and city officials, tribes, and business owners in the region. John appreciated the responses received from Director Parlet, the county, and both cities in providing support letters.

*iii. Miscellaneous*

**b. Lake APC Administration Staff**

*i. Next Meeting Date – December 11, 2024 (Lakeport)*

Lisa announced that there would be a meeting in Lakeport in December.

*ii. RuralREN Update*

Lisa reported that the bylaws, memorandum of agreement, and business plan for the RuralREN-North have been updated, which will be presented to the Board in December for approval. Additionally, a contract amendment between Davey-Bates Consulting and APC will be presented to permit staff to continue working with the program.

*iii. Miscellaneous*

**c. Local Agency Updates**

None

**d. Lake APC Directors**

Director Parlet praised the HM4 program for the work along the Northshore and expressed gratitude to Tasha and Caltrans for repairing the broken changeable traffic sign as requested. The HM4 program improvements consisted of expanded crosswalks and new flashing lights at a number of primary locations.

Director Sabatier provided an update on the electronic sign access and said that Sheriff-elect Bingham would be incorporating it into their procedure so that, in the event of an emergency, Caltrans would be notified automatically of what they wanted displayed on the signs for traffic guidance.

Director Green suggested adding a future agenda item for local control over signage.

**Caltrans**

*i. Update Transit Planning Update:*

None

*ii. Lake County Project Status Update:*

Jeff discussed the postponement of the tour and believed it was better to wait until the

weather improved. Jeff gave an update on the ongoing work on the right-of-way requirements for Segment 2B of the Lake 29 project. Caltrans Staff were working on perfecting the right-of-way requirements for Segment 2B, right-of-way engineering, and by April of next year, preparing appraisal mapping. At this point, right-of-way agents are able to begin communicating with property owners and starting the overall process. Additionally, mitigation efforts, plans, and strategies were being reviewed by the environmental team to determine the locations of the different habitats, resources, and species. Surveys were to be conducted to evaluate the present state of special and sensitive plant species, and to also describe their location within the project boundaries.

Lisa conveyed her appreciation for Jeff's dedication to the project and its funding. Jeff responded by appreciating the team's effort and strong partnerships.

Tatiana discussed the changeable traffic signs, saying that she would like to see the topic agenda'd at a later meeting so that traffic operations staff could address it in a more precise manner. Additionally, moving forward, Caltrans milestone reports would be provided on a quarterly basis as projects were not progressing in a timely enough manner to justify monthly reporting. The next one would be in December. Finally, Tatiana reported that Caltrans is working with the Digital Data Service on a bus stop amenity project. Once started, data on stop locations, amenities, and conditions will be gathered with the help of the region's transit operator.

- iii.* **Miscellaneous:**
- e. **Rural Counties Task Force**
  - i. Next Meeting Date – November 15, 2024 (*Teleconference*)
- f. **California Transportation Commission**
  - i. Next Meeting Date – December 5 -6 (*Riverside*)
- g. **California Association of Councils of Governments (CalCOG)**
  - i. CDAC Meeting – (*TBD*)
  - ii. CalCOG Board of Directors Meeting – November 15 (*Sacramento*)
- h. Miscellaneous
  - None.

## **12. INFORMATION PACKET**

- a) 9/19/24 Draft Lake TAC Minutes

## **ADJOURNMENT**

The meeting was adjourned by Chair Mattina at 11:19 a.m.

Respectfully Submitted,

***DRAFT***

Charlene Parker  
Administrative Associate



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## STAFF REPORT

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**TITLE** 2024/25 (Proposed) Budget 2<sup>nd</sup> Amendment

**DATE PREPARED:** December 5, 2024

**MEETING DATE:** December 11, 2024

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**SUBMITTED BY:** Alexis Pedrotti, Project Manager

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### **BACKGROUND:**

Following the approval of the Final Budget each June, it is quite common for amendments to be made to the Lake APC Budget in the months that follow. This typically involves incorporating outstanding claims that have yet to be processed, along with other adjustments that were not included prior to the fiscal year's end, and may also involve the addition of new funding.

The second amendment (noted under the date 12/11/24) is minor but significant. It outlines the annual allocation for the Rural REN North for FY 2024/25. This budget amendment aligns with items previously addressed under Rural REN agenda items (2a-c) and ensures consistency with all other funding sources managed within the Lake APC's Budget.

If you have any questions, I am here to help.

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### **ACTION REQUIRED:**

Approval of 2<sup>nd</sup> amendment to the Lake APC Budget incorporating Lake APC's Rural REN North FY 2024/25 Annual Allocation of funds.

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### **ALTERNATIVES:**

Do not approve the amended Lake APC Budget and provide alternative suggestions.

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### **RECOMMENDATION:**

Approval of 2<sup>nd</sup> amendment to the Lake APC Budget incorporating Lake APC's Rural REN North FY 2024/25 Annual Allocation of funds.



LAKE COUNTY/CITY AREA PLANNING COUNCIL

FY 2024/25

AMENDMENT #2 - BUDGET SUMMARY - 12/11/24

REVENUES	Budget					COMMENTS:	
	2023/24 Actuals	(Proposed) Adopted: 6/12/24	Amend: #1 10/9/24	Amend: #2 12/11/24	Estimated Actual		
<b>LOCAL:</b>							
<b>Transportation Development Act (TDA)</b>							
<b>Local Transportation Funds (LTF)</b>							
- 2024/25 Local Transportation Fund (LTF) Estimate	\$	1,600,000	\$ -	\$ -	\$ -	\$ 1,600,000	2024/25 Approved LTF Estimate - Slight decrease based on EC Recommendation.
<b>Local Transportation Fund Carryover:</b>							
- Prior-Year Unallocated LTF Revenue	\$	329,262	\$ -	\$ -	\$ -	\$ 329,262	Unallocated LTF Funds received in prior year - BOE alloc. above the "Approved" LTF Est.
- Administration	\$	-	\$ 53,169	\$ -	\$ -	\$ 53,169	Actual Carryover Funding for FY 2023/24 Available.
- LTF Reserve Fund Balance	\$	1,143,000	\$ 13,794	\$ -	\$ -	\$ 1,156,794	Approved 6.2019 by APC Board/Amended 11.2023 - Amended to include interest.
- Planning and Programming OWP	\$	52,505	\$ 124,573	\$ -	\$ -	\$ 177,078	Actual Carryover Funding from FY 23/24 in OWP.
- Pedestrian and Bicycle Fund Balance	\$	260,113	\$ -	\$ -	\$ -	\$ 260,113	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$65,075)
- Community Transit Service Fund Balance / CTSA	\$	-	\$ -	\$ -	\$ -	\$ -	Lake Links has been fully allocated for 2023/24.
- Public Transportation / LTA Allocation	\$	-	\$ -	\$ -	\$ -	\$ -	LTA has been fully allocated for 2023/24.
- Unrestricted Fund Balance	\$	-	\$ 901,546	\$ -	\$ -	\$ 901,546	Includes \$388,664 of additional LTF received in 23/24 (apportionment)
Total LTF Carryover:	\$	1,784,880	\$ 1,093,082	\$ -	\$ -	\$ 2,877,962	
<b>Total LOCAL Revenues:</b>	\$	<b>1,988,664</b>	\$ <b>3,384,880</b>	\$ <b>1,093,082</b>	\$ -	\$ <b>4,477,962</b>	(23/24 Actuals includes interest)
<b>STATE:</b>							
<b>Overall Work Program (OWP) State Planning Funds</b>							
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>							
- 2024/25 NEW OWP Allocation	\$	70,000	\$ -	\$ -	\$ -	\$ 70,000	Funds Expire: 6/30/27
- 2023/24 Carryover OWP Allocation	\$	40,000	\$ 5,013	\$ -	\$ -	\$ 45,013	2023/24 actual carryover amount.
Total PPM Funds:	\$	40,000	\$ 110,000	\$ 5,013	\$ -	\$ 115,013	
<b>Rural Planning Assistance (RPA) Funds</b>							
- 2024/25 NEW OWP Allocation	\$	294,000	\$ -	\$ -	\$ -	\$ 294,000	
- 2023/24 Carryover OWP Allocation	\$	15,000	\$ 6,190	\$ -	\$ -	\$ 21,190	2023/24 actual carryover amount.
Total RPA Funds:	\$	303,368	\$ 309,000	\$ 6,190	\$ -	\$ 315,190	
<b>Road Maintenance &amp; Rehab Acct. (RMRA)</b>							
- 2024/25 NEW Sustainable Comm. Grant - WE 603	\$	-	\$ 177,060	\$ -	\$ -	\$ 177,060	Caltrans SC Grant Award for Lake Co. Zero Emission Vehicle Infra Plan
Total SC - RMRA Grant Funds:	\$	-	\$ 177,060	\$ -	\$ -	\$ 177,060	
<b>State Highway Account (SHA)</b>							
- 2023/24 Carryover Climate Adaptation Grant - WE 615	\$	-	\$ 154,373	\$ -	\$ -	\$ 154,373	C/O Caltrans Climate Adapt Grant Award for Lake Co. Wildfire Evac & Prep Plan
Total SHA Grant Funds:	\$	178,564	\$ -	\$ 154,373	\$ -	\$ 154,373	
<b>Transportation Development Act (TDA)</b>							
<b>State Transit Assistance (STA) Funds</b>							
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$	839,582	\$ (9,724)	\$ -	\$ -	\$ 829,858	2024/25 STA Alloc. - amended based on SC's revised allocation 8/2024
- 2023/24 Carry-Over Funding	\$	-	\$ 52,568	\$ -	\$ -	\$ 52,568	2023/24 actual carryover amount.
Total STA Funds:	\$	840,094	\$ 839,582	\$ 42,844	\$ -	\$ 882,426	
<b>State of Good Repair (SGR) Program Funds</b>							
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$	116,644	\$ 7,508	\$ -	\$ -	\$ 124,152	2024/25 SGR Alloc. - amended based on SC's revised allocation 8/2024
- 2023/24 Carry-Over Funding	\$	-	\$ 221,036	\$ -	\$ -	\$ 221,036	2023/24 actual carryover amount.
Total SGR Funds:	\$	105,082	\$ 116,644	\$ 228,544	\$ -	\$ 345,188	
<b>Transit and Intercity Rail Capital Program (TIRCP)</b>							
- 2024/25 NEW SB 125 Transit Program	\$	84,159	\$ -	\$ -	\$ -	\$ 84,159	Funds are population-based (1% of regions total allocation).
Total SB 125 Funds:	\$	84,159	\$ -	\$ -	\$ -	\$ 84,159	
<b>Total STATE Revenues:</b>	\$	<b>1,467,108</b>	\$ <b>1,459,385</b>	\$ <b>614,024</b>	\$ -	\$ <b>2,073,409</b>	
<b>FEDERAL:</b>							
<b>Regional Surface Transportation Program (RSTP)</b>							
- 2024/25 RSTP Local Agency Distribution:	\$	830,697	\$ -	\$ -	\$ -	\$ 830,697	Passes through to cities/County
- RSTP Carryover Funds:	\$	-	\$ 1,024,366	\$ -	\$ -	\$ 1,024,366	Apportionment for FY 2023/24. Allocation will be received in 2024/25
Total RSTP Funds:	\$	843,388	\$ 830,697	\$ 1,024,366	\$ -	\$ 1,855,063	2023/24 Carryover Funding (\$244,018 -Lakeport + \$251,538 - Clearlake + \$528,810 - County)
<b>Transit Pass-Through Funding</b>							
5311 Federal Funds - FFY 2024	\$	560,168	\$ -	\$ -	\$ -	\$ 560,168	FFY 2024-Regional Apportionment to LTA
<b>Total FEDERAL Revenues:</b>	\$	<b>843,388</b>	\$ <b>1,390,865</b>	\$ <b>1,024,366</b>	\$ -	\$ <b>2,415,231</b>	
<b>OTHER REVENUES:</b>							
<b>Rural Regional Energy Network (REN) North</b>							
- 2024/25 Rural REN North Allocation:	\$	-	\$ -	\$ 249,928	\$ -	\$ 249,928	Compensation for FY 2024/25. Amount includes staffing and travel/direct program expenses.
Total Other Revenue:	\$	-	\$ -	\$ 249,928	\$ -	\$ 249,928	
<b>GRAND TOTAL REVENUES</b>	\$	<b>6,235,130</b>	\$ <b>2,731,472</b>	\$ <b>249,928</b>	\$ -	\$ <b>9,216,530</b>	



**ALLOCATIONS**

**COMMENTS:**

	2023/24 Actuals	budget				Estimated Actual	
		(Proposed) Adopted: 6/12/2024	Amend: #1 10/9/24	Amend: #2 12/11/24			
<b>LOCAL:</b>							
<b>Transportation Development Act (TDA)</b>							
<b>2024/25 Local Transportation Funds (LTF) Annual Priority Allocations</b>							
<b>- Administration Allocation</b>							
DBC Admin Contract (July 1, 2024 to Sept. 30, 2024)		\$ 153,168	\$ -	\$ -	\$ -	\$ 153,168	Current APC/LTA Admin Contract Extension through 9/30/2024. (\$51,056/month)
DBC Admin Contract (Oct. 1, 2024 to June 30, 2025)	\$ 612,668	\$ 476,978	\$ -	\$ -	\$ -	\$ 476,978	New FY 2024/25 APC/LTA Admin Contract Proposal Budget. (\$52,998/month)
Board Member Reimbursement for Meetings	\$ 1,126	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000	Board Member reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	\$ 7,000	Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000	Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$ 11,200	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	Annual requirement of TDA to audit LTF/STA funds.
Performance Audit	N/A	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	Triennial Performance Audit scheduled to be completed this year.
Membership Dues -CalCOG, NARC, NSSR	\$ 8,080	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	Facilitates communication between COGs, local officials, state/federal agencies & publi
Contingency	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000	Unexpected costs beyond typical annual budget expenses.
Sub-Total 2024/25 Admin Allocations	\$ 654,074	\$ 705,146	\$ -	\$ -	\$ -	\$ 705,146	
- LTF Reserve Fund (5%) Allocation	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000	(5% of LTF Estimate \$1.6M)
- Planning and Programing (3%) Allocation	\$ 53,244	\$ 59,790	\$ 16,162	\$ -	\$ -	\$ 75,952	Adjusted Overall Work Program Planning Amount for FY 2024/25.
- Pedestrian and Bicycle (2%) Allocation	\$ -	\$ 17,897	\$ -	\$ -	\$ -	\$ 17,897	2% LTF Allocation for Bike and Pedestrian Purposes
- Community Transit Service (5%) Allocation - C TSA Article	\$ 46,967	\$ 44,743	\$ -	\$ -	\$ -	\$ 44,743	These funds will be allocated to Lake Links, C TSA for Lake County.
- Public Transportation Allocation - Lake Transit Authority	\$ 994,174	\$ 1,021,686	\$ -	\$ -	\$ -	\$ 1,021,686	FY 2024/25 Transit Allocation
Total 2024/25 LTF Allocations:	\$ 1,828,459	\$ 1,929,262	\$ 16,162	\$ -	\$ -	\$ 1,945,424	Total LTF Revenue through Apportionment
<b>Local Transportation Fund Carryover:</b>							
- Administration (Act. 531)	\$ 9,457	\$ -	\$ 53,169	\$ -	\$ -	\$ 53,169	2023/24 actual carryover amount.
- LTF Reserve Fund Balance (Act. 534)	\$ -	\$ 1,143,000	\$ 13,794	\$ -	\$ -	\$ 1,156,794	
- Planning and Programming OWP (Act. 532)	\$ 83,892	\$ 52,505	\$ 124,573	\$ -	\$ -	\$ 177,078	Est. carryover funding. Actuals to be reflected in the 1st Amendment.
- Pedestrian and Bicycle Fund Balance (Act. 526)	\$ -	\$ 260,113	\$ -	\$ -	\$ -	\$ 260,113	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$65,075)
- Community Transit Service Fund Balance (Act. 414)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No carryover from FY 2023/24.
- Public Transportation / LTA Allocation (Act. 412)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No carryover from FY 2023/24.
- Unrestricted Fund Balance (Act. 527)	\$ 500,000	\$ -	\$ 885,384	\$ -	\$ -	\$ 885,384	Actual Unrestricted Fund Balance after \$16,162 deducted for 24/25 OWP LM in WE 603
Total LTF Carryover:	\$ -	\$ 1,455,618	\$ 1,076,920	\$ -	\$ -	\$ 2,532,538	
Total LOCAL Allocations:	\$ 2,421,808	\$ 3,384,880	\$ 1,093,082	\$ -	\$ -	\$ 4,477,962	
<b>STATE:</b>							
<b>Overall Work Program (OWP) State Planning Funds</b>							
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>							
- 2024/25 NEW OWP Allocation	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000	2024/25 PPM Allocation Amount
- 2023/24 Carryover OWP Allocation	\$ -	\$ 40,000	\$ 5,013	\$ -	\$ -	\$ 45,013	2023/24 actual carryover amount.
Total PPM Allocations:	\$ 40,000	\$ 110,000	\$ 5,013	\$ -	\$ -	\$ 115,013	
<b>Rural Planning Assistance Funds (RPA)</b>							
- 2024/25 NEW OWP Allocation	\$ -	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000	
- 2023/24 Carryover OWP Allocation	\$ -	\$ 15,000	\$ 6,190	\$ -	\$ -	\$ 21,190	2023/24 actual carryover amount.
Total RPA Funds:	\$ 303,368	\$ 309,000	\$ 6,190	\$ -	\$ -	\$ 315,190	
<b>Road Maintenance &amp; Rehab Acct. (RMRA)</b>							
- 2024/25 NEW Sustainable Comm. Grant - WE 603	\$ -	\$ -	\$ 177,060	\$ -	\$ -	\$ 177,060	Caltrans SC Grant Award for Lake Co. Zero Emission Vehicle Infra Plan
Total SC - RMRA Grant Funds:	\$ -	\$ -	\$ 177,060	\$ -	\$ -	\$ 177,060	
<b>State Highway Account (SHA)</b>							
- 2023/24 Carryover Climate Adaptation Grant - WE 615	\$ -	\$ -	\$ 154,373	\$ -	\$ -	\$ 154,373	C/O Caltrans Climate Adapt Grant Award for Lake Co. Wildfire Evac & Prep Plan
Total SHA Grant Funds:	\$ 24,191	\$ -	\$ 154,373	\$ -	\$ -	\$ 154,373	
<b>Transportation Development Act (TDA)</b>							
<b>State Transit Assistance (STA) Funds</b>							
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$ -	\$ 839,582	\$ (9,724)	\$ -	\$ -	\$ 829,858	2024/25 STA Alloc. - amended based on SC's revised allocation 8/2024
- 2023/24 Carry-Over Funding	\$ -	\$ -	\$ 52,568	\$ -	\$ -	\$ 52,568	2023/24 actual carryover amount.
Total STA Funds:	\$ 868,546	\$ 839,582	\$ 42,844	\$ -	\$ -	\$ 882,426	
<b>State of Good Repair (SGR) Program Funds</b>							
- 2024/25 NEW Allocation (PUC) section 99313 & 99314	\$ -	\$ 116,644	\$ 7,508	\$ -	\$ -	\$ 124,152	2024/25 SGR Alloc. - amended based on SC's revised allocation 8/2024
- 2023/24 Carry-Over Funding	\$ -	\$ -	\$ 221,036	\$ -	\$ -	\$ 221,036	2023/24 actual carryover amount.
Total SGR Funds:	\$ 99,707	\$ 116,644	\$ 228,544	\$ -	\$ -	\$ 345,188	
<b>Transit and Intercity Rail Capital Program (TIRCP)</b>							
- 2024/25 NEW SB 125 Transit Program	\$ -	\$ 84,159	\$ -	\$ -	\$ -	\$ 84,159	Funds are population-based (1% of regions total allocation).
Total SB 125 Funds:	\$ -	\$ 84,159	\$ -	\$ -	\$ -	\$ 84,159	
Total STATE Allocations:	\$ 1,335,812	\$ 1,459,385	\$ 614,024	\$ -	\$ -	\$ 2,073,409	
<b>FEDERAL:</b>							
<b>Regional Surface Transportation Program (RSTP)</b>							
- NEW Local Agency Distribution (2024/25):	\$ -	\$ 830,697	\$ -	\$ -	\$ -	\$ 830,697	Passes through to Cities/County
Lakeport (8%)	\$ -	\$ 86,046	\$ -	\$ -	\$ -	\$ 86,046	Apportionment for FY 2023/24. Allocation will be received in 2024/25
Clearlake (22%)	\$ -	\$ 236,625	\$ -	\$ -	\$ -	\$ 236,625	
Lake County (70%)	\$ -	\$ 508,026	\$ -	\$ -	\$ -	\$ 508,026	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
- 2023/24 Carry-Over Funding:	\$ -	\$ -	\$ 1,024,366	\$ -	\$ -	\$ 1,024,366	APC holds local agency funds until required documentation has been submitted.
Total RSTP Funds for Distribution:	\$ -	\$ 830,697	\$ 1,024,366	\$ -	\$ -	\$ 1,855,063	
<b>Transit Pass-Through Funding</b>							
5311 Federal Funds - FFY 2024	\$ -	\$ 560,168	\$ -	\$ -	\$ -	\$ 560,168	FFY 2024-Regional Apportionment to LTA
Total FEDERAL Allocations:	\$ -	\$ 1,390,865	\$ 1,024,366	\$ -	\$ -	\$ 2,415,231	
<b>OTHER REVENUES:</b>							
<b>Rural Regional Energy Network (REN) North</b>							
- 2024/25 Rural REN North Allocation:	\$ -	\$ -	\$ -	\$ 249,928	\$ -	\$ 249,928	
Total Other Revenue:	\$ -	\$ -	\$ -	\$ 249,928	\$ -	\$ 249,928	
<b>GRAND TOTAL ALLOCATIONS</b>		\$ 6,235,130	\$ 2,731,472	\$ 249,928	\$ -	\$ 9,216,530	



# 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

*Draft*

**2025**

*Lake Transit Authority*

**&**

*Lake County/City Area Planning Council*

*Meeting Schedule*

<u>DATE</u>	<u>LOCATION</u>	<u>NOTE:</u>
JANUARY 8	Lakeport	Typically do not meet
FEBRUARY 12	Lower Lake	
MARCH 12	Lakeport	
APRIL 9	Lower Lake / Fieldtrip	
MAY 14	Lakeport	
JUNE 11	Clearlake	
JULY 9	Lower Lake	Typically do not meet
AUGUST 13	Lakeport	
SEPTEMBER 10	Clearlake	
<b>OCTOBER 1</b>	TBD / Fieldtrip	Date change League of California 8 <sup>th</sup>
NOVEMBER 12	Lower Lake	
DECEMBER 10	Lakeport	

Notes:

League of California Cities Annual Conference **October 8 – 10**  
Regional Leadership Forum (Monterey) **March 5 – 7**  
County of Lake Budget Hearings **June 24 – 25**



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## TECHNICAL ADVISORY COMMITTEE MEETING Meeting Minutes

Thursday, November 21, 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**

Blake Batten, Caltrans District 1  
Adeline Leyba, City of Clearlake (Public Works Department)  
Ron Ladd, City of Lakeport  
Victor Fernandez, City of Lakeport (Community Development, Associate Planner)  
Glen March, County of Lake (Public Works Director) attended late  
Dave Swartz, City of Clearlake (Public Works Engineer)

### **Absent**

Mireya Turner, County of Lake (Community Development Director)  
Efrain Cortez, California Highway Patrol  
Alan Flora, City of Clearlake (City Manager/Community Development)  
James Sookne, Lake Transit Authority

### **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  
Susan Slack, Caltrans, District 1 Local Assistance Engineer  
Danny Wind, Pedestrian and Bicycle Advisory Committee Member

- 1. Call to order**  
The meeting was called to order at 9:03 a.m.
- 2. Approval of September 19, 2024, Minutes**  
*Motion by Victor, seconded by Blake, and carried unanimously to approve the September 19, 2024, minutes.*
- 3. Approval of the 2025 Lake TAC Meeting Schedule:**

*Motion by Adeline, seconded by Victor, and carried unanimously to approve the 2025 Lake TAC Meeting Schedule*

4. **Overall Work Program (OWP) Discussion:** Lexi discussed the need to begin thinking about the Fiscal Year (FY) 2025/26 OWP and the upcoming application cycle. Applications for projects will be emailed to the local agencies by December 1. Last year, a new system was started which involved OWP scoring criteria as a means of ranking projects. Applications sent out this year will include instructions on the new system of scoring as well as a rough estimate on what this year's available funding will look like. Funding sources (Rural Planning Assistance (RPA), Planning, Programming and Monitoring (PPM), and Local Transportation Funds (LTF)) have been relatively consistent in recent years, and the agencies can expect around \$50,000 to \$100,000 to be available for local agency projects. It should be noted that pavement management reporting will be coming up this year or next, so this amount should take that into account with some of the available funds possibly considered for reserve. Finally, Lexi reminded agencies that we were approaching the midway point of the fiscal year and that expenditures should be reflecting that in order to ensure that they are being spent before new deadlines next summer. The amount of unexpended funds could make a difference when considering requests for the upcoming year. New applications will be reviewed, discussed, and ranked at the January TAC meeting (and February Board meeting) in order for a draft OWP to make the March 1 deadline to Caltrans.

5. **Speed Zone Study Discussion:** The topic was discussed at past TAC meetings, but to recap, speed zone studies had been prepared for the County and both cities for some time by Phil Dow during his tenure as a Lake APC official for the region. As a qualified engineer, Phil was able to provide the service at a reduced rate for the region's jurisdictions, with the five individual segments studied consisting of Clearlake and Lakeport (each one segment), and the County areas divided into three segments. The studies are used by law enforcement in order to justify ticketing speeding vehicles, mainly when infractions are challenged by drivers. Each study is valid for a seven-year period, and can be re-certified (renewed) by a qualified engineer for one time only. Phil will no longer be able to provide the service as he has recently retired, and local agencies will be on their own to update studies moving forward, whether it be in-house or contractually arranged.

As it stands, studies for both cities were completed within the last two years and should be good for several years before expiring. The County's three segments consist of one expiring the current year (2024), a second that will expire in 2026, and a third that is set to expire in 2029 (completed fairly recently). Assuming they qualified, Phil would likely be available for re-certification purposes of the first two, essentially extending the life of the two by seven years, or until 2031. Glen noted that the County would be interested in having Phil look them over for re-certification. Glen also asked how they were currently being funded, which is through the Overall Work Program (OWP). However, once any renewals are approved, future speed zone studies will need to be completed by the local jurisdictions.

6. **2026 Regional Transportation Plan/Action Transportation Plan (RTP/ATP) Goals, Objectives, and Policies:** John provided a brief background of the RTP/ATP, its process, and the elements involved. The Goals, Objectives, and Policies provide a generalized direction for the APC on how to carry out its transportation planning duties as described in each of the elements. John discussed how today's goal was to go over the existing goals, objectives, and policies (from the 2022 RTP) for the three elements that are most relevant to TAC members, State Highway System (SHS), Local Streets and Roads (LRS), and Active Transportation (AT), and to discuss where additions/subtractions or revisions were deemed

needed. Current language of goals, objectives, and policies were reviewed for the three noted elements with several edits suggested such as merging similarly worded policies, revising existing text, or eliminating policies that are outdated/no longer relevant. John noted that their adoption of the plan was expected in February of 2026, so there would be further opportunities to provide comments during the new calendar year. Blake mentioned he'd like to run some of the current content by Safe Systems or other divisions for review over the coming months. The topic was to be revisited throughout the development of the plan.

## 7. Announcements and Reports

### a. Lake APC

#### i. Update on Planning Grants

John reported on current projects that APC staff was working on:

**Wildfire Evacuation and Preparedness Plan:** The Wildfire Evacuation and Preparedness Plan is about halfway through with staff attending workshops, presentations, and tabling events. The online survey window was recently closed on, with around 240 completed. Staff and consultants were considering re-opening the window temporarily in order to reach out to specific vulnerable populations of homebound seniors or disabled residents.

**Zero Emission Vehicle (ZEV) Infrastructure Plan:** John also reported that Request for Proposals (RFP) were sent out with a deadline of next week to submit.

**State Route 53 Corridor Priority Outreach Study:** John also reported that an RFP was being prepared to hire a consultant to gather community preferences and priorities on the types of safety projects along the SR 53 Corridor through Clearlake. The purpose of the project is to prepare for future grant opportunities that typically ask for community input and is expected to make applications more competitive when the time comes to apply. The reason for the delay in releasing the RFP has to do with wanting to capture spring and summer time events, so staff is aiming to have one out by mid-winter and have a consultant on board in early spring.

**Trade Corridor Enhancement Program (TCEP):** Finally, John reported that staff assisted Caltrans D1 in preparing a TCEP application to fund construction of the "2B" segment of the Lake 29 project. Applications have been completed with the deadline set for tomorrow (Nov 22).

Glen had a question regarding the Safe Streets and Roads for All (SS4A) process. John explained that since receiving the award, APC was still waiting for FHWA to approve its "Grant Agreement" (submitted in May) before funds can be obtained. Once accepted, an RFP will be prepared for consulting services, which ultimately will be used to update each agency's Local Road Safety Plan (LRSP).

#### ii. Carbon Reduction Program (CRP) Update:

Michael reminded the TAC of the federal program designed to fund projects which reduce transportation emissions (e.g. active transportation type projects). A project selection strategy was developed early last year by the TAC and approved by the APC in February. Currently there are funds from two cycles. The first from 2022 includes \$118,677 and the second (2023) \$121,050, or a combined total of \$239,727. A call for projects will be released next week with applications to be reviewed and scored at the January TAC meeting. 2022 funds are to be obligated by September

2025, and the 2023 funds by 2026. Both years' worth of funds can be applied for together in one application, and the local match is 11.47%.

- iii. **Miscellaneous-** None
- b. **Lake Transit Authority**
  - i. **Transit Hub Update-** Lisa discussed how LTA is working with a consultant to develop an RFP for design work on the transit hub. Construction is anticipated to begin in mid/late 2026. Dave Schwarz told Lisa that the consultants (The LeFlore Group) should contact him for improvement plans the City of Clearlake has completed in recent years.
  - ii. **Current Transit Projects –** None
  - iii. **Miscellaneous –** None
- c. **Caltrans**
  - i. **Lake County Projects Update:** Blake discussed the construction timeline on the Blue Lakes project, with one way traffic to continue until the end of January when the retaining wall is complete. The anticipated completion is around December of 2025. Also, a reminder that the 2025-26 Sustainable Transportation Planning Grant cycle is open with application deadline of January 22 and award announcements will be the summer of 2025. Caltrans is hosting virtual open office sessions for questions or application assistance, with the next one on December 11. Finally, Project Management will now be sharing the Milestone reports quarterly instead of month to month. The first one will be sent out in December.
  - ii. **Miscellaneous-** None
- d. **Regional Housing Update-** None
- e. **Local Agency Updates**

**County of Lake:** Glen reported that public works is working on a RAISE Grant application for the South Main/Soda Bay Road.

**City of Lakeport:** Victor stated there are no updates on the planning side. Ron stated that they are at the finish line with the Active Transportation Plan. Ron stated that the City of Lakeport had obligated ARPA funding to do the South Main Street rehabilitation project but came into winter so the construction will start again in the spring of 2025.

**City of Clearlake:** Dave Swartz reported on several projects that are in midstream or almost complete including on Park Street, Ballpark Ave., and on the “Tree Streets” east of City Hall involving curbs, gutters and sidewalks. The Dam Rd Roundabout has the geotechnical work and traffic study done. The consultant, BKF, are starting PS&E and anticipating submitting another RAISE grant for the construction of the roundabout. Projects are also in progress in Burns Valley, on Olympic from Lakeshore Drive to SR 53 (construction in 2025), and a Rumsey Rd project to go in construction in 2025. Other projects include an application for a Local Partnership Program or work on Boyles and 40<sup>th</sup> Avenue, and Blue Zones safety projects at the school.

Lisa also mentioned a discussion with Alan Flora regarding a possible pilot program featuring AI programs assessing the road system with data similar to what the pavement management program usually does, but would include more useful data as well. A

potential demo segment was discussed for which results would be reported to the TAC at a later meeting. Dave or Adeline would follow up with Alan for more details. Glen added hearing of a company called Blue Dome which does the same type of work.

6. **Public input on any item under the jurisdiction of this agency, but which is not otherwise on the above agenda-** None
7. **Next Proposed Meeting** – December 19, 2024
8. **Adjourn Meeting** – Meeting adjourned at 10:43 am.

Respectfully Submitted,

John Speka  
Lake Area Planning Council