



LAKE COUNTY/CITY  
AREA PLANNING  
COUNCIL

Regional Transportation Planning Agency

Fiscal Year 2021/22

**BUDGET**

Approved by Board of Directors: June 2, 2021

**Prepared By:**

Lake APC Staff  
525 South Main Street, Suite G  
Ukiah, CA 95482  
(707)234-3314

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- DOW & ASSOCIATES PLANNING CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES



# 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

May 27, 2021

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

FROM: Lisa Davey-Bates, Executive Director

RE: **Lake APC 2021/22 Fiscal Year Budget**

The 2021/22 budget is being submitted for your consideration at the June 2, 2021 Lake APC Board meeting. The draft budget summary was presented and reviewed at the last board meeting on May 5, 2021. This budget document includes informational items and supporting documentation that was not originally included with the draft budget summary. Following is a brief summary of the four main components of the Lake APC's Budget:

## **Administration**

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

## **Bicycle & Pedestrian**

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

## **Consolidated Transportation Services Agency (CTSA)**

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

## **Planning**

Although the Lake APC has many functions, a major responsibility is planning and managing the Overall Work Program (OWP). After allocating Local Transportation Funds (LTF) to the Administration and Bicycle and Pedestrian funds, the APC then allocates approximately \$50,000-\$100,000 of Local Transportation Funds to complete projects under the OWP. Along with the LTF Funds, the APC also receives Rural Planning Assistance (RPA), and Planning, Programming and Monitoring (PPM) Funds to fund the OWP. Depending on the projects and monies available, the

Lake APC typically has grant funds programmed in the work program. The OWP is developed by APC staff, but is reviewed and approved by the Technical Advisory Committee (TAC), prior to be presented to the APC Board for final approval.

### **Transit**

After allocating Local Transportation Funds (LTF) for Administration, Bicycle and Pedestrian, Article 4.5 – CTSA, and Planning funds, the balance of remaining LTF is then allocated to Lake Transit Authority (LTA), the only eligible claimant in Lake County. LTA also receives State Transit Assistance (STA) funds. This fiscal year LTA will receive STA funding in the amount of \$466,193 based the preliminary estimate provided by the State Controller's Office. LTA will also receive funding in the amount of \$99,707 from the State of Good Repair Program that was recently established as part of Senate Bill 1 (2017). All funds will be passed through the Lake APC to provide capital assistance to rehabilitate and modernize our local transit system.

In response to the COVID-19 Pandemic, congress passed, with overwhelming bipartisan support, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law by President Trump on March 27th, 2020. The CARES Act provided over \$2 trillion for economic relief for America, of which \$25 billion was specifically allocated to help the nation's public transportation system to prevent, prepare for, and respond to COVID-19. Although the priority for the funding is operational expenses, the Federal Transit Administration (FTA) will consider expenses normally eligible under the Section 5311 and 5311(F) Program incurred after January 20, 2020 in response to the COVID-19. A total of \$653,801 of CARES ACT Funding was allocated in the Lake APC's Budget for Fiscal Year 2020/21. An estimated \$1,282,122 has been included in this year's budget for Fiscal Year 2021/22. Lake APC staff will administer the funding, which will be passed through to Lake Transit Authority.

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

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

I hope you find this document informational and helpful. Please feel free to contact me with any questions you may have about the 2021/22 Lake APC Budget or other issues.



Best Regards,

A handwritten signature in blue ink that reads "Lisa Davey-Bates". The signature is written in a cursive, flowing style.

Lisa Davey-Bates  
Executive Director

/ldb

Enclosures



**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**FY 2021/22**  
**FINAL - BUDGET SUMMARY**

**REVENUES**

**COMMENTS:**

	Budget					Actual				Year-to-Date Total		
	(Proposed) Adopted: 6/2/21				Actual	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.			
<b>LOCAL:</b>												
<b>Local Transportation Funds (LTF)</b>												
<b>Local Transportation Funds (LTF) Estimated-2021/22</b>	\$ 1,834,040	\$ -	\$ -	\$ -	\$ 1,834,040							2021/22 LTF Estimate (2-year) combined increase of 18.73%
LTF Prior-Year Unallocated LTF Revenue	TBD	\$ -	\$ -	\$ -	-							Actual carryover for this account will be reflected in the 1st Amendment, after the FY 2021 year closes.
LTF Carry-Over from 2020/21 Work Program	\$ 15,964	\$ -	\$ -	\$ -	\$ 15,964							Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
LTF - OWP Planning Reserve Fund	TBD	\$ -	\$ -	\$ -	-							Actual carryover for this account will be reflected in the 1st Amendment, after the FY 2021 year closes.
LTF Carry-Over from 2020/21 LTA Allocation	\$ -	\$ -	\$ -	\$ -	-							No carryover is expected for 2020/21.
LTF Carry-over -2% Bike & Ped - 2020/21 Allocation	\$ 195,038	\$ -	\$ -	\$ -	\$ 195,038							Lakeport Balance = \$143,857+ County Balance = \$51,181
LTF Carry-over - Administration - 2020/21 Allocation	TBD	\$ -	\$ -	\$ -	-							Actual carryover for this account will be reflected in the 1st Amendment, after the FY 2021 year closes.
LTF Carry-over -5% CTSA- 2020/21 Allocation	TBD	\$ -	\$ -	\$ -	-							Actual carryover for this account will be reflected in the 1st Amendment, after the FY 2021 year closes.
LTF Carry-Over - Unrestricted Account 2020/21	\$ 577,838	\$ -	\$ -	\$ -	\$ 577,838							Unrestricted balance (as of May 2021). FY 20/21 Closeout will be reflected in the 1st amendment.
LTF - Reserve Fund	\$ 378,078	\$ -	\$ -	\$ -	\$ 378,078							Option A: Reserve Acct established based approval at 4/14/21 APC Board Mtg. (\$300k + 20/21 Reserve \$78,078)
Total Local Transportation Funds:	\$ 3,000,958	\$ -	\$ -	\$ -	\$ 3,000,958							
<b>Total Local Revenues:</b>	<b>\$ 3,000,958</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,000,958</b>							
<b>STATE:</b>												
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>												
Planning Programming & Monitoring (PPM) Funds-2021/22	\$ 56,000	\$ -	\$ -	\$ -	\$ 56,000							
PPM Carry-Over Funds from 2020/21 Work Program	\$ 43,440	\$ -	\$ -	\$ -	\$ 43,440							Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
Total PPM Funds:	\$ 99,440	\$ -	\$ -	\$ -	\$ 99,440							
<b>Rural Planning Assistance Funds (RPA)</b>												
Rural Planning Assistance (RPA) Funds programmed in 2021/22	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000							2021/22 Allocation for Planning
RPA Carryover Funds from 2020/21 OWP	\$ 12,500	\$ -	\$ -	\$ -	\$ 12,500							2020/21 estimated carryover amount. Actuals will be reflected in the 1st Amendment
Total RPA Funds:	\$ 306,500	\$ -	\$ -	\$ -	\$ 306,500							
<b>State Transit Assistance (STA) Funds</b>												
STA Allocation to Lake Transit Authority 2021/22	\$ 466,193	\$ -	\$ -	\$ -	\$ 466,193							2021/22 STA Alloc. - Allocation based on preliminary estimate. 1/2021
STA Carry-Over to Lake Transit Authority 2020/21	\$ -	\$ -	\$ -	\$ -	-							2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total STA Funds:	\$ 466,193	\$ -	\$ -	\$ -	\$ 466,193							
<b>State of Good Repair (SGR) Program Funds</b>												
State of Good Repair Program Allocation 2021/22	\$ 99,707	\$ -	\$ -	\$ -	\$ 99,707							2021/22 SGR Alloc. - Allocation based on estimate - Jan 2021
State of Good Repair Program Carryover 2020/21	\$ -	\$ -	\$ -	\$ -	-							2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total SGR Funds:	\$ 99,707	\$ -	\$ -	\$ -	\$ 99,707							
<b>Regional Early Action Planning (REAP) Program</b>												
Regional Early Action Planning (REAP) Funding-Carryover FY 2020	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000							Authorized by AB 101 (2019) to provide funding to agencies responsible for RHNA to increase housing planning and accelerate housing production. Estimated Carryover - Actuals will be reflected in the 1st Amendment
Total REAP Funds:	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000							
<b>Total State Revenues:</b>	<b>\$ 1,121,840</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,121,840</b>							
<b>FEDERAL:</b>												
<b>Regional Surface Transportation Program (RSTP)</b>												
RSTP Local Agency Distribution (2021/22):	\$ 681,856	\$ -	\$ -	\$ -	\$ 681,856							Passes through to cities/County
RSTP Carryover (2020/21):	\$ -	\$ -	\$ -	\$ -	-							Apportionment for FY 2020/21. Allocation will be received in 2021/22
Total RSTP Funds for Distribution:	\$ 681,856	\$ -	\$ -	\$ -	\$ 681,856							2020/21 estimated carryover amounts will be reflected in the Final
<b>5311 Federal Funds - FFY 2021</b>	\$ 406,458	\$ -	\$ -	\$ -	\$ 406,458							FFY 2021-Regional Apportionment to LTA
<b>5311 CARES Allocation - FY 2021/22</b>	\$ 786,640	\$ -	\$ -	\$ -	\$ 786,640							(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
<b>5311 (F) CARES Allocation - FY 2021/22</b>	\$ 495,482	\$ -	\$ -	\$ -	\$ 495,482							
<b>5311 CRRSAA Allocation - FY 2021/22</b>	\$ 1,074,575	\$ -	\$ -	\$ -	\$ 1,074,575							Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
<b>Total Federal Revenues:</b>	<b>\$ 3,445,011</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,445,011</b>							
<b>GRAND TOTAL REVENUES</b>	<b>\$ 7,567,809</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,567,809</b>							

**ALLOCATIONS**

**COMMENTS:**

	Budget					Actual				Year-to-Date Total	
	Adopted:	Adjustment	Adjustment	Adjustment	Estimated Actual	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.		
<b>LOCAL:</b>											

**Local Transportation Funds (LTF)**

Administration Breakdown:

DBC Contract Extension (July 1, 2021 to June 30, 2022)	\$	558,412	\$	-	\$	-	\$	558,412	APC & LTA Admin Contract Extension Approved 4/14/21.
Board Member Reimbursement for Meetings	\$	4,000	\$	-	\$	-	\$	4,000	\$50 per diem reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$	5,000	\$	-	\$	-	\$	5,000	Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$	6,000	\$	-	\$	-	\$	6,000	Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$	11,000	\$	-	\$	-	\$	11,000	Annual requirement of TDA to audit LTF funds
Performance Audit	\$	15,000	\$	-	\$	-	\$	15,000	2018/19, 2019/20 and 2020/21 Triennial Performance Audit scheduled this year.
Membership Dues -Ca/COG, NARC, NSSR	\$	8,000	\$	-	\$	-	\$	8,000	Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$	6,000	\$	-	\$	-	\$	6,000	Unexpected costs beyond typical annual LTF expenses
<b>Total 2021/22 Administration Allocations</b>	\$	<b>613,412</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>613,412</b>	
LTF Carry-Over - Administration - 2020/21 Allocation	\$	TBD	\$	-	\$	-	\$	-	
<b>Bicycle and Pedestrian Reserve Fund</b>	\$	<b>24,413</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>24,413</b>	2% LTF Allocation for Bike and Pedestrian Purposes
LTF Carry-over -2% Bike & Ped - 2020/21 Allocation	\$	195,038	\$	-	\$	-	\$	195,038	Lakeport Balance = \$143,857+ County Balance = \$51,181
<b>LTF 2021/22 Work Program Allocation</b>	\$	<b>142,096</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>142,096</b>	New OWP Planning Amount for FY 2021/22.
LTF Carry-Over from 2019/20 Work Program	\$	15,964	\$	-	\$	-	\$	15,964	Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
<b>LTF (Article 4.5) 5% Allocation to CTSA - 2021/22</b>	\$	<b>61,031</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>61,031</b>	These funds will be allocated to Lake Links, CTSA for Lake County.
LTF Carry-over -5% CTSA- 2020/21 Allocation	\$	TBD	\$	-	\$	-	\$	-	
<b>LTF Allocation to Lake Transit Authority 2021/22</b>	\$	<b>901,386</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>901,386</b>	FY 2021/22 Transit Allocation
LTF Carry-Over from 2020/21 LTA Allocation	\$	-	\$	-	\$	-	\$	-	No expected carryover from FY 2020/21.
<b>LTF Reserve Accounts</b>									
LTF 5% Reserve Allocation - 2021/22	\$	91,702	\$	-	\$	-	\$	91,702	LTF Policy approved in June 2019 - Allocated 5% to LTF Reserve Fund.
LTF Carry-Over - Unrestricted Account 2020/21	\$	577,838	\$	-	\$	-	\$	577,838	Unrestricted balance (as of May 2021). FY 20/21 Closeout will be reflected in the 1st amendment.
LTF - RESERVE FUND	\$	378,078	\$	-	\$	-	\$	378,078	Reserve Account established based previous discussion and approval at 4/14/21 APC Board Meeting.
Total LTF Allocations:	\$	3,000,958	\$	-	\$	-	\$	3,000,958	
<b>Total Local Allocations:</b>	\$	<b>3,000,958</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>3,000,958</b>	

**STATE:**

**Planning Programming & Monitoring (PPM) Funds**

Planning Programming & Monitoring (PPM) Funds	\$	56,000	\$	-	\$	-	\$	56,000	2021/22 PPM Allocation Amount
PPM Carry-Over from 2019/20 Work Program	\$	43,440	\$	-	\$	-	\$	43,440	Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
Total PPM Allocations:	\$	99,440	\$	-	\$	-	\$	99,440	

**Rural Planning Assistance Funds (RPA)**

Rural Planning Assistance (RPA) Funds programmed in 2021/22	\$	294,000	\$	-	\$	-	\$	294,000	
RPA Carryover Funds from 2020/21 OWP	\$	12,500	\$	-	\$	-	\$	12,500	2020/21 Estimated Carryover Amount - Actuals will be reflected in the 1st Amendment.
Total RPA Funds:	\$	306,500	\$	-	\$	-	\$	306,500	

**State Transit Assistance (STA) Funds**

STA Allocation to Lake Transit Authority 2021/22	\$	466,193	\$	-	\$	-	\$	466,193	2021/22 STA Alloc. - Allocation based on preliminary estimate. 1/2021
STA Carry-Over to Lake Transit Authority	\$	-	\$	-	\$	-	\$	-	2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total STA Funds:	\$	466,193	\$	-	\$	-	\$	466,193	

**State of Good Repair (SGR) Program Funds**

State of Good Repair Program Allocation 2021/22	\$	99,707	\$	-	\$	-	\$	99,707	2021/22 SGR Alloc. - Allocation based on estimate - Jan 2021.
State of Good Repair Program Carryover	\$	-	\$	-	\$	-	\$	-	2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total SGR Funds:	\$	99,707	\$	-	\$	-	\$	99,707	

**Regional Early Action Planning (REAP) Program**

Regional Early Action Planning (REAP) Funding-Carryover FY 2020	\$	150,000	\$	-	\$	-	\$	150,000	Authorized by AB 101 (2019) to provide funding to agencies responsible for RHNA to increase housing planning and accelerate housing production. Estimated Carryover - Actuals will be reflected in the 1st Amendment
Total REAP Funds:	\$	150,000	\$	-	\$	-	\$	150,000	
<b>Total State Allocations:</b>	\$	<b>1,121,840</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>1,121,840</b>	

**FEDERAL:**

**Regional Surface Transportation Program (RSTP)**

RSTP Local Agency Distribution (2021/22):									Passes through to cities/County
Lakeport (8%)	\$	74,138	\$	-	\$	-	\$	74,138	Apportionment for FY 2020/21. Allocation will be received in 2021/22
Clearlake (22%)	\$	203,880	\$	-	\$	-	\$	203,880	
Lake County (70%)	\$	403,838	\$	-	\$	-	\$	403,838	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
RSTP Carryover (2020/21):	\$	-	\$	-	\$	-	\$	-	2020/21 actual carryover amounts will be reflected in the 1st Amendment
Total RSTP Funds for Distribution:	\$	681,856	\$	-	\$	-	\$	681,856	

**5311 Federal Funds - FFY 2021**

5311 CARES Allocation - FY 2021/22	\$	406,458	\$	-	\$	-	\$	406,458	FFY 2021-Regional Apportionment to LTA
5311 (F) CARES Allocation - FY 2021/22	\$	786,640	\$	-	\$	-	\$	786,640	(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
5311 (F) CARES Allocation - FY 2021/22	\$	495,482	\$	-	\$	-	\$	495,482	
5311 CRRSAA Allocation - FY 2021/22	\$	1,074,575	\$	-	\$	-	\$	1,074,575	Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
<b>Total Federal Allocations:</b>	\$	<b>3,445,011</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>3,445,011</b>	Updated: 5/27/21 AJP/LDB

**GRAND TOTAL ALLOCATIONS**

	\$	<b>7,567,809</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>7,567,809</b>	
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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**FY 2021/22**  
**FINAL - BUDGET SUMMARY**

**REVENUES**

**COMMENTS:**

	Budget				Actual				Year-to-Date Total											
	(Proposed)	Adopted: 6/2/21			Actual	1st Qtr.	2nd Qtr.	3rd Qtr.			4th Qtr.									
<b>LOCAL:</b>																				
<b>Local Transportation Funds (LTF)</b>																				
Local Transportation Funds (LTF) Estimated-2021/22	\$	1,834,040	\$	-	\$	-	\$	-	\$	1,834,040										2021/22 LTF Estimate (2-year) combined increase of 18.73%
LTF Prior-Year Unallocated LTF Revenue		TBD	\$	-	\$	-	\$	-	\$	-										Actual carryover for this account will be reflected in the 1st Amendment, after the FY 20/21 year closes.
LTF Carry-Over from 2020/21 Work Program	\$	15,964	\$	-	\$	-	\$	-	\$	15,964										Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
LTF - OWP Planning Reserve Fund		TBD	\$	-	\$	-	\$	-	\$	-										Actual carryover for this account will be reflected in the 1st Amendment, after the FY 20/21 year closes.
LTF Carry-Over from 2020/21 LTA Allocation	\$	-	\$	-	\$	-	\$	-	\$	-										No carryover is expected for 2020/21.
LTF Carry-over -2% Bike & Ped - 2020/21 Allocation	\$	195,038	\$	-	\$	-	\$	-	\$	195,038										Lakeport Balance = \$143,857+ County Balance = \$51,181
LTF Carry-over - Administration - 2020/21 Allocation		TBD	\$	-	\$	-	\$	-	\$	-										Actual carryover for this account will be reflected in the 1st Amendment, after the FY 20/21 year closes.
LTF Carry-over -5% CTSA- 2020/21 Allocation		TBD	\$	-	\$	-	\$	-	\$	-										Actual carryover for this account will be reflected in the 1st Amendment, after the FY 20/21 year closes.
LTF Carry-Over - Unrestricted Account 2020/21	\$	577,838	\$	-	\$	-	\$	-	\$	577,838										Unrestricted balance (as of May 2021). FY 20/21 Closeout will be reflected in the 1st amendment.
LTF - Reserve Fund	\$	378,078	\$	-	\$	-	\$	-	\$	378,078										Option A: Reserve Acct established based approval at 4/14/21 APC Board Mtg. (\$300k + 20/21 Reserve \$78,078)
Total Local Transportation Funds:	\$	3,000,958	\$	-	\$	-	\$	-	\$	3,000,958										
<b>Total Local Revenues:</b>	<b>\$</b>	<b>3,000,958</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,000,958</b>										
<b>STATE:</b>																				
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>																				
Planning Programming & Monitoring (PPM) Funds-2021/22	\$	56,000	\$	-	\$	-	\$	-	\$	56,000										
PPM Carry-Over Funds from 2020/21 Work Program	\$	43,440	\$	-	\$	-	\$	-	\$	43,440										Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
Total PPM Funds:	\$	99,440	\$	-	\$	-	\$	-	\$	99,440										
<b>Rural Planning Assistance Funds (RPA)</b>																				
Rural Planning Assistance (RPA) Funds programmed in 2021/22	\$	294,000	\$	-	\$	-	\$	-	\$	294,000										2021/22 Allocation for Planning
RPA Carryover Funds from 2020/21 OWP	\$	12,500	\$	-	\$	-	\$	-	\$	12,500										2020/21 estimated carryover amount. Actuals will be reflected in the 1st Amendment
Total RPA Funds:	\$	306,500	\$	-	\$	-	\$	-	\$	306,500										
<b>State Transit Assistance (STA) Funds</b>																				
STA Allocation to Lake Transit Authority 2021/22	\$	466,193	\$	-	\$	-	\$	-	\$	466,193										2021/22 STA Alloc. - Allocation based on preliminary estimate. 1/2021
STA Carry-Over to Lake Transit Authority 2020/21	\$	-	\$	-	\$	-	\$	-	\$	-										2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total STA Funds:	\$	466,193	\$	-	\$	-	\$	-	\$	466,193										
<b>State of Good Repair (SGR) Program Funds</b>																				
State of Good Repair Program Allocation 2021/22	\$	99,707	\$	-	\$	-	\$	-	\$	99,707										2021/22 SGR Alloc. - Allocation based on estimate - Jan 2021
State of Good Repair Program Carryover 2020/21	\$	-	\$	-	\$	-	\$	-	\$	-										2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total SGR Funds:	\$	99,707	\$	-	\$	-	\$	-	\$	99,707										
<b>Total State Revenues:</b>	<b>\$</b>	<b>971,840</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>971,840</b>										
<b>FEDERAL:</b>																				
<b>Regional Surface Transportation Program (RSTP)</b>																				
RSTP Local Agency Distribution (2021/22):	\$	681,856	\$	-	\$	-	\$	-	\$	681,856										Passes through to cities/County
RSTP Carryover (2020/21):	\$	-	\$	-	\$	-	\$	-	\$	-										Apportionment for FY 2020/21. Allocation will be received in 2021/22
Total RSTP Funds for Distribution:	\$	681,856	\$	-	\$	-	\$	-	\$	681,856										2020/21 estimated carryover amounts will be reflected in the Final
<b>5311 Federal Funds - FFY 2021</b>	\$	406,458	\$	-	\$	-	\$	-	\$	406,458										FFY 2021-Regional Apportionment to LTA
<b>5311 CARES Allocation - FY 2021/22</b>	\$	786,640	\$	-	\$	-	\$	-	\$	786,640										(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
<b>5311 (F) CARES Allocation - FY 2021/22</b>	\$	495,482	\$	-	\$	-	\$	-	\$	495,482										
<b>5311 CRRSAA Allocation - FY 2021/22</b>	\$	1,074,575	\$	-	\$	-	\$	-	\$	1,074,575										Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
<b>Total Federal Revenues:</b>	<b>\$</b>	<b>3,445,011</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,445,011</b>										
<b>GRAND TOTAL REVENUES</b>	<b>\$</b>	<b>7,417,809</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>7,417,809</b>										

**ALLOCATIONS**

**COMMENTS:**

	Budget					Actual				Year-to-Date Total										
	Adopted:	Adjustment	Adjustment	Adjustment	Estimated Actual	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.											
<b>LOCAL:</b>																				
<b>Local Transportation Funds (LTF)</b>																				
Administration Breakdown:																				
DBC Contract Extension (July 1, 2021 to June 30, 2022)	\$	558,412	\$	-	\$	-	\$	-	\$	558,412										APC & LTA Admin Contract Extension Approved 4/14/21.

Board Member Reimbursement for Meetings	\$	4,000	\$	-	\$	-	\$	-	\$	4,000	\$50 per diem reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$	5,000	\$	-	\$	-	\$	-	\$	5,000	Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$	6,000	\$	-	\$	-	\$	-	\$	6,000	Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$	11,000	\$	-	\$	-	\$	-	\$	11,000	Annual requirement of TDA to audit LTF funds
Performance Audit	\$	15,000	\$	-	\$	-	\$	-	\$	15,000	2018/19, 2019/20 and 2020/21 Triennial Performance Audit scheduled this year.
Membership Dues -Ca/COG, NARC, NSSR	\$	8,000	\$	-	\$	-	\$	-	\$	8,000	Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$	6,000	\$	-	\$	-	\$	-	\$	6,000	Unexpected costs beyond typical annual LTF expenses
<b>Total 2021/22 Administration Allocations</b>	\$	613,412	\$	-	\$	-	\$	-	\$	613,412	
LTF Carry-Over - Administration - 2020/21 Allocation		TBD	\$	-	\$	-	\$	-	\$	-	
<b>Bicycle and Pedestrian Reserve Fund</b>	\$	24,413	\$	-	\$	-	\$	-	\$	24,413	2% LTF Allocation for Bike and Pedestrian Purposes
LTF Carry-over -2% Bike & Ped - 2020/21 Allocation	\$	195,038	\$	-	\$	-	\$	-	\$	195,038	Lakeport Balance = \$143,857- County Balance = \$51,181
<b>LTF 2021/22 Work Program Allocation</b>	\$	142,096	\$	-	\$	-	\$	-	\$	142,096	New OWP Planning Amount for FY 2021/22.
LTF Carry-Over from 2019/20 Work Program	\$	15,964	\$	-	\$	-	\$	-	\$	15,964	Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
<b>LTF (Article 4.5) 5% Allocation to CTSA - 2021/22</b>	\$	61,031	\$	-	\$	-	\$	-	\$	61,031	These funds will be allocated to Lake Links, CTSA for Lake County.
LTF Carry-over -5% CTSA- 2020/21 Allocation		TBD	\$	-	\$	-	\$	-	\$	-	
<b>LTF Allocation to Lake Transit Authority 2021/22</b>	\$	901,386	\$	-	\$	-	\$	-	\$	901,386	FY 2021/22 Transit Allocation
LTF Carry-Over from 2020/21 LTA Allocation	\$	-	\$	-	\$	-	\$	-	\$	-	No expected carryover from FY 2020/21.
<b>LTF Reserve Accounts</b>											
LTF 5% Reserve Allocation - 2021/22	\$	91,702	\$	-	\$	-	\$	-	\$	91,702	LTF Policy approved in June 2019 - Allocated 5% to LTF Reserve Fund.
LTF Carry-Over - Unrestricted Account 2020/21	\$	577,838	\$	-	\$	-	\$	-	\$	577,838	Unrestricted balance (as of May 2021). FY 20/21 Closeout will be reflected in the 1st amendment.
LTF - RESERVE FUND	\$	378,078	\$	-	\$	-	\$	-	\$	378,078	Reserve Account established based previous discussion and approval at 4/14/21 APC Board Meeting.
Total LTF Allocations:	\$	3,000,958	\$	-	\$	-	\$	-	\$	3,000,958	
<b>Total Local Allocations:</b>	\$	<b>3,000,958</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>3,000,958</b>	
<b>STATE:</b>											
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>											
Planning Programming & Monitoring (PPM) Funds	\$	56,000	\$	-	\$	-	\$	-	\$	56,000	2021/22 PPM Allocation Amount
PPM Carry-Over from 2019/20 Work Program	\$	43,440	\$	-	\$	-	\$	-	\$	43,440	Reflects 2020/21 actual carryover known at this point, additional CO will be reflected in the 1st Amend.
Total PPM Allocations:	\$	99,440	\$	-	\$	-	\$	-	\$	99,440	
<b>Rural Planning Assistance Funds (RPA)</b>											
Rural Planning Assistance (RPA) Funds programmed in 2021/22	\$	294,000	\$	-	\$	-	\$	-	\$	294,000	
RPA Carryover Funds from 2020/21 OWP	\$	12,500	\$	-	\$	-	\$	-	\$	12,500	2020/21 Estimated Carryover Amount - Actuals will be reflected in the 1st Amendment.
Total RPA Funds:	\$	306,500	\$	-	\$	-	\$	-	\$	306,500	
<b>State Transit Assistance (STA) Funds</b>											
STA Allocation to Lake Transit Authority 2021/22	\$	466,193	\$	-	\$	-	\$	-	\$	466,193	2021/22 STA Alloc. - Allocation based on preliminary estimate. 1/2021
STA Carry-Over to Lake Transit Authority	\$	-	\$	-	\$	-	\$	-	\$	-	2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total STA Funds:	\$	466,193	\$	-	\$	-	\$	-	\$	466,193	
<b>State of Good Repair (SGR) Program Funds</b>											
State of Good Repair Program Allocation 2021/22	\$	99,707	\$	-	\$	-	\$	-	\$	99,707	2021/22 SGR Alloc. - Allocation based on estimate - Jan 2021.
State of Good Repair Program Carryover	\$	-	\$	-	\$	-	\$	-	\$	-	2020/21 actual carryover (if any) amounts will be reflected in the 1st Amendment
Total SGR Funds:	\$	99,707	\$	-	\$	-	\$	-	\$	99,707	
<b>Total State Allocations:</b>	\$	<b>971,840</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>971,840</b>	
<b>FEDERAL:</b>											
<b>Regional Surface Transportation Program (RSTP)</b>											
RSTP Local Agency Distribution (2021/22):	\$	681,856	\$	-	\$	-	\$	-	\$	681,856	Passes through to cities/County
Lakeport (8%)	\$	74,138	\$	-	\$	-	\$	-	\$	74,138	Apportionment for FY 2020/21. Allocation will be received in 2021/22
Clearlake (22%)	\$	203,880	\$	-	\$	-	\$	-	\$	203,880	
Lake County (70%)	\$	403,838	\$	-	\$	-	\$	-	\$	403,838	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
RSTP Carryover (2020/21):	\$	-	\$	-	\$	-	\$	-	\$	-	2020/21 actual carryover amounts will be reflected in the 1st Amendment
Total RSTP Funds for Distribution:	\$	681,856	\$	-	\$	-	\$	-	\$	681,856	
<b>5311 Federal Funds - FFY 2021</b>	\$	406,458	\$	-	\$	-	\$	-	\$	406,458	FFY 2021-Regional Apportionment to LTA
<b>5311 CARES Allocation - FY 2021/22</b>	\$	786,640	\$	-	\$	-	\$	-	\$	786,640	(Phase 2) -Coronavirus Aid Relief and Economic Security Funding - Approved March 2020 - Pass through funding for LTA
<b>5311 (F) CARES Allocation - FY 2021/22</b>	\$	495,482	\$	-	\$	-	\$	-	\$	495,482	
<b>5311 CRRSAA Allocation - FY 2021/22</b>	\$	1,074,575	\$	-	\$	-	\$	-	\$	1,074,575	Coronavirus Response and Relief Supplemental Appropriations Act - Pass through funding to LTA
<b>Total Federal Allocations:</b>	\$	<b>3,445,011</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>3,445,011</b>	Updated: 5/27/21 AJP/LDB
<b>GRAND TOTAL ALLOCATIONS</b>	\$	<b>7,417,809</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>7,417,809</b>	



LAKE COUNTY/CITY AREA PLANNING COUNCIL

FY 2019/20

3RD AMENDED - BUDGET SUMMARY

REVENUES

COMMENTS:

	Budget				Actual	Actual				Year-to-Date Total	
	Adopted:	Amended: 8/7/19	Amended: 10/2/19	Amended: 5/6/20		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
<b>LOCAL:</b>											
<b>Local Transportation Funds (LTF)</b>											
Local Transportation Funds (LTF) Estimated-2019/20	\$ 1,561,560	\$ -	\$ -	\$ -	\$ 1,561,560	\$414,212	\$443,891	\$ 451,094	\$ 98,532	\$1,407,728.61	Estimated 2019/20 Revenues based on a 5.763% increase
LTF Prior-Year Unallocated LTF Revenue	\$ -	\$ -	\$ -	\$ -	\$ -						
LTF Carry-Over from 2018/19 Work Program	\$ 37,393	\$ 18,584	\$ -	\$ -	\$ 55,977						2018/19 actual carryover amount.
LTF Carry-Over from 2018/19 LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -						No carryover amount available for 2018/19.
LTF Carry-over -2% Bike & Ped - 2018/19 Allocation	\$ -	\$ -	\$ 154,626	\$ -	\$ 154,626						Lakeport Balance = \$15,000 + County Balance = \$51,181 + Available Balance = \$88,444.55
LTF Carry-over - Administration - 2018/19 Allocation	\$ -	\$ -	\$ 31,854	\$ -	\$ 31,854						
LTF Carry-over -5% CTSA- 2018/19 Allocation	\$ -	\$ -	\$ 134,490	\$ -	\$ 134,490						These funds will be allocated to Lake Links as the re-designated CTSA.
LTF Carry-Over - Exec Directors Reserve 2018/19	\$ -	\$ -	\$ 668,854	\$ (300,000)	\$ 368,854						\$300k Allocated to LTA (Advance for FY 20/21 LTF Alloc. due to Cash Flow Issues)
LTF Carry-Over - OWP Planning Reserve Account	\$ -	\$ -	\$ 12,250	\$ -	\$ 12,250						
Total Local Transportation Funds:	\$ 1,598,953	\$ 18,584	\$ 1,002,074	\$ (300,000)	\$ 2,319,611						
<b>Total Local Revenues:</b>	<b>\$ 1,598,953</b>	<b>\$ 18,584</b>	<b>\$ 1,002,074</b>	<b>\$ (300,000)</b>	<b>\$ 2,319,611</b>						
<b>STATE:</b>											
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>											
Planning Programming & Monitoring (PPM) Funds-2019/20	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000						
PPM Carry-Over Funds from 2018/19 Work Program	\$ -	\$ 18,418	\$ -	\$ -	\$ 18,418						2018/19 actual carryover amount.
Total PPM Funds:	\$ 40,000	\$ 18,418	\$ -	\$ -	\$ 58,418						
<b>Rural Planning Assistance Funds (RPA)</b>											
Rural Planning Assistance (RPA) Funds programmed in 2019/20	\$ 294,000	\$ -	\$ -	\$ -	\$ 294,000						2018/19 Allocation
RPA Carryover Funds from 2018/19 OWP	\$ -	\$ 57,237	\$ -	\$ -	\$ 57,237						2018/19 actual carryover amount.
Total RPA Funds:	\$ 294,000	\$ 57,237	\$ -	\$ -	\$ 351,237						
<b>State Transit Assistance (STA) Funds</b>											
STA Allocation to Lake Transit Authority	\$ 670,644	\$ -	\$ -	\$ (69,377)	\$ 601,267						2019/20 STA Alloc. - Allocation based on November 2019 Revision.
STA Carry-Over to Lake Transit Authority 2018/19	\$ -	\$ -	\$ 40	\$ 21	\$ 61						2018/19 actual carryover amount + additional Interest.
Total STA Funds:	\$ 670,644	\$ -	\$ 40	\$ (69,356)	\$ 601,328						
<b>State of Good Repair (SGR) Program Funds</b>											
State of Good Repair Program Allocation 2019/20	\$ 93,430	\$ -	\$ -	\$ (523)	\$ 92,907						2019/20 SGR Alloc. -Allocation based on November 2019 Revision.
State of Good Repair Program Carryover	\$ -	\$ -	\$ 105,340	\$ 708	\$ 106,048						2018/19 actual carryover amount + additional Interest.
Total SGR Funds:	\$ 93,430	\$ -	\$ 105,340	\$ 185	\$ 198,955						
<b>State Highway Account - Sustainable Communities Grant</b>											
Eleventh Street Corridor Study (WE 609) - FY 2018/19 Carryover	\$ 97,383	\$ 2,887	\$ -	\$ -	\$ 100,270						2018/19 estimated carryover amounts will be reflected in the Final
Hwy 20 NS Traffic Calming Plan & EFS (WE 615) -FY18/19 Carryover	\$ 95,612	\$ (2,215)	\$ -	\$ -	\$ 93,397						2018/19 estimated carryover amounts will be reflected in the Final
SR 53 Corridor Local Circulation Study (WE 617)	\$ 139,000	\$ -	\$ -	\$ -	\$ 139,000						Caltrans Award letter dated May 2019.
Total SHA Funds:	\$ 331,995	\$ 672	\$ -	\$ -	\$ 332,667						
<b>Total State Revenues:</b>	<b>\$ 1,430,069</b>	<b>\$ 76,327</b>	<b>\$ 105,380</b>	<b>\$ (69,171)</b>	<b>\$ 1,542,605</b>						
<b>FEDERAL:</b>											
<b>Regional Surface Transportation Program (RSTP)</b>											
RSTP Local Agency Distribution (2019/20):	\$ 656,399	\$ -	\$ -	\$ -	\$ 656,399						Passes through to cities/County
RSTP Carryover (2018/19):	\$ -	\$ -	\$ 276,251	\$ 3,332	\$ 279,583						Apportionment for FY 2018/19. Allocation will be received in 2019/20
Total RSTP Funds for Distribution:	\$ 656,399	\$ -	\$ 276,251	\$ 3,332	\$ 935,982						2018/19 carryover amount + additional Interest deposit.
<b>FTA Section 5304 - Sustainable Communities</b>											
LTA Bus Passenger Facilities Plan (WE 618) FY 2018/19 Carryover	\$ 47,806	\$ (19,207)	\$ -	\$ -	\$ 28,599						2018/19 actual carryover amount.
L.C Ped Facility Needs Inventory & EFS (WE 619) FY 2018/19 Carryover	\$ 47,806	\$ 341	\$ -	\$ -	\$ 48,147						2018/19 actual carryover amount.
VMT Regional Baseline Study (WE 620) - NEW	\$ 112,433	\$ -	\$ -	\$ -	\$ 112,433						Caltrans Award letter dated May 2019.
Total FTA 5304 Funds:	\$ 208,045	\$ (18,866)	\$ -	\$ -	\$ 189,179						
<b>5311 Federal Funds - FFY 2019</b>	\$ -	\$ -	\$ 370,443	\$ -	\$ 370,443						FFY 2019-Regional Apportionment to LTA
<b>5311 CARES Allocation - FY 2019/20</b>	\$ -	\$ -	\$ -	\$ 410,298	\$ 410,298						Total alloc = Approx. \$1,367,660. Remaining 70% will be received in FY 2020/21.
<b>Total Federal Revenues:</b>	<b>\$ 864,444</b>	<b>\$ (18,866)</b>	<b>\$ 646,694</b>	<b>\$ 413,630</b>	<b>\$ 1,125,161</b>						
<b>GRAND TOTAL REVENUES</b>	<b>\$ 3,893,466</b>	<b>\$ 76,045</b>	<b>\$ 1,754,148</b>	<b>\$ 44,459</b>	<b>\$ 4,987,377</b>						

ALLOCATIONS

COMMENTS:

	Budget					Actual				Year-to-Date Total	
	Adopted:	Adjustment	Adjustment	Adjustment	Estimated	Actual	1st Qtr	2nd Qtr	3rd Qtr		4th Qtr
<b>LOCAL:</b>											
<b>Local Transportation Funds (LTF)</b>											
Administration Breakdown:											
DBC Contract (July 1, 2019 to Sept 30, 2019)	\$	121,943	\$ -	\$ -	\$ -	\$ 121,943					July 1, 2019 to September 30, 2019 based on current DBC contract.
DBC Contract Extension (Oct 1, 2019 to Sept 30, 2020)	\$	381,428			\$ -	\$ 381,428					Contract Ext October 1, 2019 to September 30, 2020 = Base Amount + CPI Increase = \$508,570 (Oct to June = \$381,427.56) *Includes LTA Administration
Board Member Reimbursement for Meetings	\$	4,000	\$ -	\$ -	\$ -	\$ 4,000					\$50 per diem reimbursement to board members for meeting attendance
Training/Travel Expenses (uncontracted)	\$	2,500	\$ -	\$ -	\$ -	\$ 2,500					Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$	6,000	\$ -	\$ -	\$ -	\$ 6,000					Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$	9,700	\$ -	\$ -	\$ -	\$ 9,700					Annual requirement of TDA to audit LTF funds
Performance Audit	\$	-	\$ -	\$ -	\$ -	\$ -					
Membership Dues -CalCOG, NARC, NSSR	\$	5,000	\$ -	\$ -	\$ -	\$ 5,000					Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$	6,000	\$ -	\$ -	\$ -	\$ 6,000					Unexpected costs beyond typical annual LTF expenses
<b>Total 2019/20 Administration Allocations</b>	\$	<b>536,571</b>	\$ -	\$ -	\$ -	<b>536,571</b>					
LTF Carry-Over - Administration - 2018/19 Allocation	\$	-	\$ -	\$ 31,854	\$ -	\$ 31,854					Actual Admin. Reserve Carryover for 2018/19.
<b>Bicycle and Pedestrian Reserve Fund</b>	\$	<b>20,500</b>	\$ -	\$ -	\$ -	<b>20,500</b>					2% LTF Allocation for Bike and Pedestrian Purposes
LTF Carry-over -2% Bike & Ped - 2018/19 Allocation	\$	-	\$ -	\$ 154,626	\$ -	\$ 154,626					Lakeport Balance = \$15,000 + County Balance = \$51,181 + Available Balance = \$88,444.55
<b>LTF 2019/20 Work Program Allocation</b>	\$	<b>99,317</b>	\$ -	\$ -	\$ -	<b>99,317</b>					
LTF Carry-Over from 2018/19 Work Program	\$	37,393	\$ 18,584	\$ -	\$ -	\$ 55,977					2018/19 actual carryover amount.
<b>LTF (Article 4.5) 5% Allocation to CTSA - 2019/20</b>	\$	<b>51,249</b>	\$ -	\$ -	\$ -	<b>51,249</b>					
LTF Carry-over -5% CTSA- 2018/19 Allocation	\$	-	\$ -	\$ 134,490	\$ -	\$ 134,490					These funds will be allocated to Lake Links as the re-designated CTSA.
<b>LTF Allocation to Lake Transit Authority 2019/20</b>	\$	<b>853,923</b>	\$ -	\$ -	\$ -	<b>853,923</b>					
LTF Carry-Over from 2018/19 LTA Allocation	\$	TBD	\$ -	\$ -	\$ -	\$ -					Carryover amount to be determined
<b>LTF Reserve Accounts</b>											
LTF Carry-Over - Exec Directors Reserve 2018/19	\$	-	\$ -	\$ 668,854	\$ (300,000)	\$ 368,854					\$300k Allocated to LTA (Advance for FY 20/21 LTF Alloc. due to Cash Flow Issues)
LTF Carry-Over - OWP Planning Reserve Account	\$	-	\$ -	\$ 12,250	\$ -	\$ 12,250					
Total LTF Allocations:	\$	<b>1,598,953</b>	\$ <b>18,584</b>	\$ <b>1,002,074</b>	\$ <b>(300,000)</b>	<b>2,319,611</b>					
<b>Total Local Allocations:</b>	\$	<b>1,598,953</b>	\$ <b>18,584</b>	\$ <b>1,002,074</b>	\$ <b>(300,000)</b>	<b>2,319,611</b>					
<b>STATE:</b>											
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>											
Planning Programming & Monitoring (PPM) Funds	\$	40,000	\$ -	\$ -	\$ -	\$ 40,000					2018/19 PPM Allocation Amount
PPM Carry-Over from 2018/19 Work Program	\$	-	\$ 18,418	\$ -	\$ -	\$ 18,418					2018/19 actual carryover amount.
Total PPM Allocations:	\$	<b>40,000</b>	\$ <b>18,418</b>	\$ -	\$ -	<b>58,418</b>					
<b>Rural Planning Assistance Funds (RPA)</b>											
Rural Planning Assistance (RPA) Funds programmed in 2019/20	\$	294,000	\$ -	\$ -	\$ -	\$ 294,000					
RPA Carryover Funds from 2018/19 OWP	\$	-	\$ 57,237	\$ -	\$ -	\$ 57,237					2018/19 actual carryover amount.
Total RPA Funds:	\$	<b>294,000</b>	\$ <b>57,237</b>	\$ -	\$ -	<b>351,237</b>					
<b>State Transit Assistance (STA) Funds</b>											
STA Allocation to Lake Transit Authority	\$	670,644	\$ -	\$ -	\$ (69,377)	\$ 601,267					2019/20 STA Alloc. - Allocation based on preliminary estimate. 1/2019
STA Carry-Over to Lake Transit Authority 2018/19	\$	-	\$ -	\$ 40	\$ 21	\$ 61					2018/19 actual carryover amount + additional Interest.
Total STA Funds:	\$	<b>670,644</b>	\$ -	\$ 40	\$ (69,356)	<b>601,328</b>					
<b>State of Good Repair (SGR) Program Funds</b>											
State of Good Repair Program Allocation 2019/20	\$	93,430	\$ -	\$ -	\$ (523)	\$ 92,907					2019/20 SGR Alloc. - Allocation based on estimate - Jan 2019.
State of Good Repair Program Carryover	\$	-	\$ -	\$ 105,340	\$ 708	\$ 106,048					2018/19 actual carryover amount + additional Interest.
Total SGR Funds:	\$	<b>93,430</b>	\$ -	\$ <b>105,340</b>	\$ <b>185</b>	<b>198,955</b>					
<b>State Highway Account - Sustainable Communities Grant</b>											
Eleventh Street Corridor Study (WE 609) - FY 2018/19 Carryover	\$	97,383	\$ 2,887	\$ -	\$ -	\$ 100,270					2018/19 estimated carryover amount. Actual Carryover will be adjusted in the 1st Amendment.
Hwy 20 NS Traffic Calming Plan & EFS (WE 615) -FY18/19 Carryover	\$	95,612	\$ (2,215)	\$ -	\$ -	\$ 93,397					2018/19 estimated carryover amount. Actual Carryover will be adjusted in the 1st Amendment.
SR 53 Corridor Local Circulation Study (WE 617) - NEW	\$	139,000	\$ -	\$ -	\$ -	\$ 139,000					Caltrans Award letter dated May 2019.
Total SHA Funds:	\$	<b>331,995</b>	\$ <b>672</b>	\$ -	\$ -	<b>332,667</b>					
<b>Total State Allocations:</b>	\$	<b>1,430,069</b>	\$ <b>76,327</b>	\$ <b>105,380</b>	\$ <b>(69,171)</b>	<b>1,542,605</b>					
<b>FEDERAL:</b>											
<b>Regional Surface Transportation Program (RSTP)</b>											
RSTP Local Agency Distribution (2019/20):	\$	656,399	\$ -	\$ -	\$ -	\$ 656,399					2019/20 Actuals
Lakeport (8%)	\$	72,102	\$ -	\$ -	\$ -	\$ 72,102					Passes through to cities/County
Clearlake (22%)	\$	198,280	\$ -	\$ -	\$ -	\$ 198,280					Distributed based on population.
Lake County (70%)	\$	386,017	\$ -	\$ -	\$ -	\$ 386,017					County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
RSTP Carryover (2018/19):	\$	-	\$ -	\$ 276,251	\$ 3,332	\$ 279,583					2018/19 carryover amount + additional Interest deposit.
Total RSTP Funds for Distribution:	\$	<b>656,399</b>	\$ -	\$ <b>276,251</b>	\$ <b>3,332</b>	<b>935,982</b>					
<b>FTA Section 5304 - Sustainable Communities</b>											
LTA Bus Passenger Facilities Plan (WE 618) FY 2018/19 Carryover	\$	47,806	\$ (19,207)	\$ -	\$ -	\$ 28,599					2018/19 estimated carryover amounts will be reflected in the Final





# SUPPORTING DOCUMENTATION FOR 2021/22 APC BUDGET

- NOTES ON FUNDING SOURCES
- TRANSPORTATION DEVELOPMENT ACT (TDA) BUDGET CALENDAR
- PROPOSED APC RESOLUTIONS 21-22-1 THROUGH 21-22-9
- DAVEY-BATES CONSULTING ADMINISTRATIVE CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
- DOW & ASSOCIATES PLANNING CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

2021/22 BUDGET

Explanatory Notes on Funding Sources

June 2, 2021

## LTF - Local Transportation Fund

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

## LTF Reserve

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

## Local Agency Match

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

## PPM - Planning, Programming & Monitoring / SB 45

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

## SGR – State of Good Repair

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

## STA - State Transit Assistance

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

## RPA - Rural Planning Assistance

- This program is funded by the State for required Overall Work Program (OWP) mandated planning functions

- RPA funds are received on a reimbursable basis. The majority must be expended in the year in which they are received, however beginning July 1, 2009, Caltrans began allowing 25% of RPA funds to be carried-over into the following OWP.
- Due to the COVID-19 Pandemic Caltrans has authorized a one-time exception increasing the maximum carryover amount to 40% of the RPA Funding be carried over into the upcoming Overall Work Program.

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

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

#### Caltrans Sustainable Transportation Planning Grant Program

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

#### Active Transportation Program:

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

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



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

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

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

## Transportation Development Act (TDA) Budget Calendar

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

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-1

### ALLOCATION FOR 2021/22 ADMINISTRATIVE PURPOSES

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

WHEREAS, the projected reasonable administrative expenses for the Area Planning Council for fiscal year 2021/22 will be approximately the sum of \$613,412; and WHEREAS, the projected expenses are necessary and reasonable,

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

The Area Planning Council hereby allocates the sum of \$613,412 for the administrative purposes pursuant to Public Utilities Code Section 99233.1 and hereby authorizes the Executive Director to expend said funds on all reasonable and necessary administrative purposes, including each of the following:

1. Payment for the fiscal audits of 2020/21 for the APC, Lake Transit Authority and SAFE in the approximate sum of \$11,000.
2. Payment to the Lake County Auditor's Office for services to be performed in the year 2020/21 in the approximate sum of \$6,000.
3. Payment to Davey-Bates Consulting for services as the Administration and Fiscal Services Contractor in the sum of \$558,412 in the following monthly installments:
  - July 2021 through June 2022 - \$46,534.33/month
4. Payment to the Area Planning Council members in the sum of \$50.00 for each meeting attended up to \$4,000.
5. Membership dues to CalCOG, NARC and NSSR in the amount of \$8,000.
6. Contingency funds in the amount of \$6,000 to be used as necessary to cover unexpected costs such as member travel expenses, conference calling, committee dues, etc.
7. For the Lake County/City Area Planning Council's staff training/travel expenses in the sum of \$5,000 to be used for travel not included in the contract or Work Program.
8. Payment for the Triennial Performance Audits for FY 2018/19, 2019/20, 2020/21 for the APC, Lake Transit Authority and SAFE in the approximate sum of \$15,000.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-2

### ALLOCATION OF 2021/22 BICYCLE AND PEDESTRIAN PURPOSES

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

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

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

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

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

The Area Planning Council hereby allocates the sum of \$24,413 for bicycle and pedestrian purposes pursuant to the Public Utilities Code Section 99233.3 and directs that such funds be held until approval of a specific claim utilizing said funds.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-3

### ALLOCATION FOR 2021/22 WORK PROGRAM

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

WHEREAS, the Area Planning Council has approved the proposed 2021/22 Work Program; and

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

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

WHEREAS, 2020/21 Work Program has carry-over funding into the 2021/22 Work Program; and

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

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

The Area Planning Council hereby allocates the sum of \$142,096 to be expended upon the 2021/22 Work Program pursuant to Public Utilities Code Section 99400(c) and Administrative Code Section 6646.

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-4

### 2021/22 ALLOCATION TO LAKE TRANSIT AUTHORITY

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

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

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

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

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

WHEREAS, the proposed expenditure of funds by Lake Transit Authority is in accordance with the Lake County Regional Transportation Plan of 2017;

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

The Area Planning Council hereby allocates from the Local Transportation fund the sum of \$901,386 to Lake Transit Authority for transportation purposes pursuant to Public Utilities Code Section 99262, for use by Lake Transit Authority for the purpose of providing transportation services in fiscal year 2021/22.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-5

### ALLOCATION OF STA FUNDS TO LAKE TRANSIT AUTHORITY

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

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

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

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

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

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

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

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

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

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

The Area Planning Council hereby allocates the sum of \$466,193 to Lake Transit Authority from the State Transit Assistance funds pursuant to Public Utilities Code Section 99313.3 to partially fund the contract entered into between Lake Transit Authority and Paratransit Services to provide public transportation services within Lake County, City of Lakeport, and City of Clearlake in fiscal year 2021/22.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:

NOES:  
ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-6

### APPROVAL OF 2021/22 STIP PLANNING, PROGRAMMING AND MONITORING (PPM) FUND TRANSFER AGREEMENT

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

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

WHEREAS, the APC has programmed STIP Planning Programming & Monitoring (PPM) funding in its 2021/22 Overall Work Program for the implementation of the transportation planning process brought about by the passage of SB45, which became effective January 1, 1998; and

WHEREAS, the APC is required to execute a STIP Planning, Programming & Monitoring Program Fund Transfer Agreement in order to receive 2021/22 funding;

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

The Lake County/City Area Planning Council hereby approves the 2021/22 STIP Planning, Programming & Monitoring Program Fund Transfer Agreement and authorizes the Executive Director to execute the agreement.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-7

### ALLOCATION OF 2021/22 LOCAL TRANSPORTATION FUNDS (5%) TO THE CONSOLIDATED TRANSPORTATION SERVICE AGENCY (CTSA) FOR NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) PURPOSES

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

WHEREAS, Lake Transit Authority, hereinafter referred to as LTA, was created in February 1996 pursuant to Government Code Sections 6500 and following to provide public transportation services throughout Lake County, the City of Lakeport, and the City of Clearlake; and

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

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

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

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

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

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

WHEREAS, in order to provide coordinated NEMT services in Lake County there is a need to establish a reliable funding source to establish a NEMT Brokerage Program.

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

The Area Planning Council hereby allocates the sum of \$61,031 to the Consolidated Transportation Service Agency for Non-Emergency Medical Transportation (NEMT) purposes for FY 2021/22 pursuant to the Public Utilities Code Section 99233.7.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-8

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

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

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

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

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

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

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

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

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

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

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

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

The Area Planning Council hereby allocates the sum of \$99,707 to Lake Transit Authority from the State of Good Repair funds pursuant to Public Utilities Code (PUC) section 99312.1 for transportation purposes, for use by Lake Transit Authority in fiscal year 2021/22.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

DRAFT

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 21-22-9

### 2021/22 ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF) TO THE RESERVE FUND

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

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

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

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

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

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

WHEREAS, in fiscal years 2019/20 and 2020/21 there were surplus Local Transportation Funds that could have been transferred to the LTF reserve account, but the Area Planning Council decided against that because of the uncertainty with the COVID-19 crisis, and

WHEREAS, LTF revenues collected during FY 2020/21 continued to exceed the LTF Estimate, which provided comfort to the Area Planning Council to allocate funds to the LTF Reserve Fund account with an initial allocation of \$300,000, and furthermore allocating 5% of the LTF Estimate for FY 2019/20 in the amount of \$78,078, and \$91,702 in FY 2021/22.

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

The Area Planning Council hereby allocates from Local Transportation Funds the sum of \$469,780 to the LTF Reserve Fund for transit purposes pursuant to the Local Transportation Fund Reserve Policy, for use by Lake Transit Authority.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 2<sup>nd</sup> day of June 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:



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

---

ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## AGREEMENT FOR PROFESSIONAL SERVICES WITH DAVEY-BATES CONSULTING

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

WITNESSETH:

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

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

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

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

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

### 1. WORK TO BE PERFORMED

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

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

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

### 2. COMPENSATION

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

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

Fiscal Year 2015/16: \$248,556

Fiscal Year 2016/17: \$250,333

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

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

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

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

### 3. SUBCONTRACTING

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

### 4. SERVICES TO BE PROVIDED

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

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

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

### 5. FINANCIAL RECORDS

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

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

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

6. COMPLIANCE WITH LAWS AND ORDINANCES

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

7. COMPLIANCE WITH LICENSING REQUIREMENTS

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

8. OWNERSHIP OF EQUIPMENT

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

9. INSURANCE

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

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

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

OR

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

AND

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

AND



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

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

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

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

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

#### 10. STATE AND FEDERAL REQUIREMENTS

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

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

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

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

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

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

#### 11. INDEPENDENT CONTRACTOR

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

#### 12. FINANCIAL INTEREST

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

#### 13. CONTRACT TERMS

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

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

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



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

14. TIME

Time is of the essence.

15. EXTENT OF AGREEMENT

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

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



Marsha Wharff, Chair  
Lake County/City Area Planning Council



Lisa Davey-Bates, Owner  
Davey-Bates Consulting

Federal ID No.: 47-1862937

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

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

**AMENDMENT NO. 1**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, we agree as follows:

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



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

LAKE COUNTY/CITY AREA PLANNING COUNCIL    DAVEY-BATES CONSULTING

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

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

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

**AMENDMENT NO. 2**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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


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

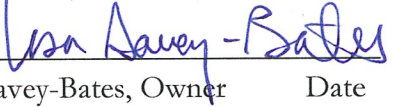
**NOW, THEREFORE, we agree as follows:**

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

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

LAKE COUNTY/CITY AREA PLANNING COUNCIL      DAVEY-BATES CONSULTING

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

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

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

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

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

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## PROFESSIONAL SERVICES AGREEMENT EXTENSION

with

**Davey-Bates Consulting**

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

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

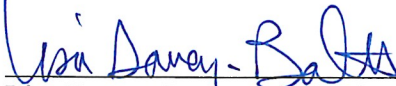
Whereas, Section 13. Contract Terms, of the existing agreement states, “*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*”

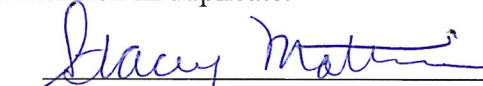
**APC** and **Contractor** agree to the following extension provisions:

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

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

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

  
\_\_\_\_\_  
Lisa Davey-Bates, Principal  
Davey-Bates Consulting  
Council

  
\_\_\_\_\_  
Stacey Mattina, Chair  
Lake County/City Area Planning

Date: 4/23/18

Date: 4/22/19



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

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

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## EXTENSION of PROFESSIONAL SERVICES AGREEMENT with Davey-Bates Consulting

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

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


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


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

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

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

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

  
\_\_\_\_\_  
Lisa Davey-Bates, Principal  
Davey-Bates Consulting  
Council

  
\_\_\_\_\_  
Stacey Mattina, Chair  
Lake County/City Area Planning

Date: 4/17/20

Date: \_\_\_\_\_

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

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

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



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## EXTENSION of PROFESSIONAL SERVICES AGREEMENT

with

**Davey-Bates Consulting**

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

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

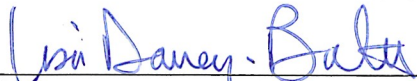
Whereas, Section 13. Contract Terms, of the existing agreement states, “*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*”

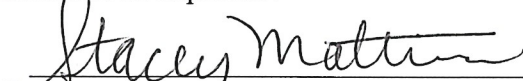
**APC** and **Contractor** agree to the following extension provisions:

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

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

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

  
Lisa Davey-Bates, Principal  
Davey-Bates Consulting  
Council

  
Stacey Mattina, Chair  
Lake County/City Area Planning

Date: 4/20/21

Date: 4/20/21

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

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

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

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

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## AGREEMENT FOR PROFESSIONAL SERVICES WITH DOW & ASSOCIATES

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

WITNESSETH:

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

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

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

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

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

### 1. WORK TO BE PERFORMED

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

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

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

### 2. COMPENSATION

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

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

Fiscal Year 2015/16: \$240,216

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

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

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

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

### 3. SUBCONTRACTING

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

### 4. SERVICES TO BE PROVIDED

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

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

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

### 5. FINANCIAL RECORDS

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

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



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

6. COMPLIANCE WITH LAWS AND ORDINANCES

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

7. COMPLIANCE WITH LICENSING REQUIREMENTS

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

8. OWNERSHIP OF EQUIPMENT

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

9. INSURANCE

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

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

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

OR

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

AND

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

AND

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

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

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

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

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

## 10. STATE AND FEDERAL REQUIREMENTS

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

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

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

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

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

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

#### 11. INDEPENDENT CONTRACTOR

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

#### 12. FINANCIAL INTEREST

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

#### 13. CONTRACT TERMS

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

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



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

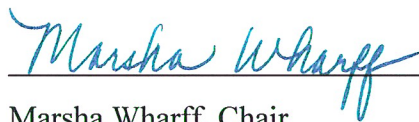
14. TIME

Time is of the essence.

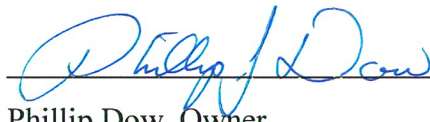
15. EXTENT OF AGREEMENT

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

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



Marsha Wharff, Chair  
Lake County/City Area Planning Council



Phillip Dow, Owner  
Dow & Associates

Federal ID No.: 064606160000

# Lake County/City Area Planning Council

Amendment to  
AGREEMENT for PROFESSIONAL SERVICES  
with  
Dow & Associates

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

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, APC and CONTRACTOR agree as follows:

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

For the APC planning component:

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


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

And for the SAFE planning component:

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

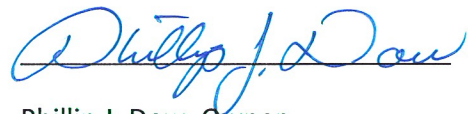
**CONTRACTOR will also receive compensation for providing planning services to the Lake Service Authority for Freeway Emergencies (SAFE) program. Planning services for SAFE as set forth in Exhibit A are to be reimbursed based upon actual hours worked within each claim period at compensation rates established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

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



Marsha Wharff, Chair

Lake County/City Area Planning Council



Phillip J. Dow, Owner

Dow & Associates

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## PROFESSIONAL SERVICES AGREEMENT EXTENSION

with

**Dow & Associates**

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

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

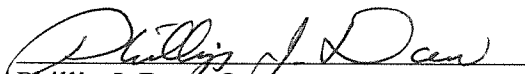
Whereas, Section 13. Contract Terms, of the existing agreement states, “...*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR:*


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

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

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

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

  
Phillip J. Dow, Owner  
Dow & Associates

  
Stacey Mattina, Chair  
Lake County/City Area Planning

Date: 04/22/19

Date: 4/22/19

**Exhibit A**  
**Extended Cost Plan Summary**

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

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

*Notes:*

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



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## PROFESSIONAL SERVICES AGREEMENT EXTENSION

with

### Dow & Associates

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

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

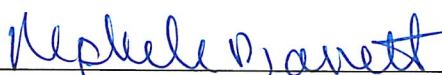
Whereas, Section 13. Contract Terms, of the existing agreement states, “...*Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR*; and

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

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

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

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

  
\_\_\_\_\_  
Nephele Barrett, Officer  
Dow & Associates

  
\_\_\_\_\_  
Stacey Mattina, Chair  
Lake County/City Area Planning

Date: 4-22-20

Date: 4-22-2020

Exhibit A  
 Extended Cost Plan Summary

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

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

Notes:

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

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

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

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

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

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

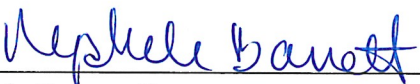
Whereas, Section 13. Contract Terms, of the existing agreement states, “*...Agreement may be extended for an additional five (5) one-year periods upon written agreement by the APC and CONTRACTOR;* and

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

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

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

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

  
\_\_\_\_\_  
Nephela Barrett, Owner  
Dow & Associates

  
\_\_\_\_\_  
Stacey Mattina, Chair  
Lake County/City Area Planning

Date: 4-21-21

Date: \_\_\_\_\_



**Exhibit A**  
**Extended Cost Plan Summary**

<b>Planning Services to the Lake County/City Area Planning Council</b>			
	<b>Previous Year Base</b>	<b>Increase</b>	<b>New Base Amount</b>
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*Notes:*

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

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

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