



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Regional Transportation Planning Agency

Fiscal Year 2025/26

## **BUDGET**

Approved by Board of Directors: June 11, 2025

**Prepared By:**

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Ukiah, CA 95482  
(707)234-3314

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# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
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June 3, 2025

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

FROM: Lisa Davey-Bates, Executive Director

## **Lake APC 2025/26 Fiscal Year Budget**

The 2025/26 budget is being submitted for your consideration at the Lake APC Board meeting on June 11, 2025. The draft budget summary was presented and reviewed at the board meeting on May 14, 2025. This budget document includes informational items and supporting documentation that was not originally included with the draft budget summary. Following is a brief summary of the five main components of the Lake APC's Budget:

### **Administration**

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

### **Planning**

Although the Lake APC has many functions, a major responsibility is planning and managing the Overall Work Program (OWP). After allocating Local Transportation Funds (LTF) to the Administration, the APC then allocates approximately three percent of the Local Transportation Funds Estimate to complete projects under the OWP. Some years, however, it is necessary for the agency to request more than the three percent allocation to be able to fund planning projects in the coming year. Along with the LTF Funds, the APC also receives Rural Planning Assistance (RPA), and Planning, Programming and Monitoring (PPM) Funds to fund the OWP. Depending on the projects and monies available, the Lake APC typically has grant funds programmed in the work program. The OWP is developed by APC staff but is reviewed and approved by the Technical Advisory Committee (TAC), prior to being presented to the APC Board for final approval.

### **Bicycle & Pedestrian**

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

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

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

## **Transit**

After allocating Local Transportation Funds (LTF) for Administration, Bicycle and Pedestrian, Article 4.5 – CTSA, and Planning funds, the balance of remaining LTF is then allocated to Lake Transit Authority (LTA), the only eligible claimant in Lake County. LTA also receives State Transit Assistance (STA) funds. This fiscal year LTA will receive STA funding in the amount of \$715,867 based on the preliminary estimate provided by the State Controller's Office. LTA will also receive funding in the amount of \$124,152 from the State of Good Repair Program that was recently established as part of Senate Bill 1 (2017). All funds will be passed through the Lake APC to provide capital assistance to rehabilitate and modernize our local transit system.

In the State's Budget Act of 2023, SB 125 was amended to appropriate a total of \$5.1 billion to the Transit and Intercity Rail Capital Program (TIRCP) and the new Zero-Emission Transit Capital Program (ZETCP) over a four-year period. These funds were distributed by formulas based on both population and transit operator revenues to regional transportation planning agencies for programming and administration. These funds can be used for transit capital projects and operating expenses that prevent service cuts and/or increase ridership, subject to compliance with the program guidelines developed by the California State Transportation Agency (CalSTA). The Lake APC will be receiving a total of \$8,415,895 over the four-year period, with the bulk of the funds in the first two years. This funding includes \$84,159 for Lake APC for the administration of the program. To date, all funds allocated to the Lake Transit Authority have been programmed to support any deficit that may arise from rising costs associated with the LTA's TIRCP project and operations.

## **Northern Rural Energy Network (NREN)**

This will be the second year this program is added to Lake APC's budget. Referred to as "RuralREN North" in FY 2024/25 Budget Amendment #2, approved the Program Services, reflecting costs for the staffing contract and travel expenses. A more comprehensive program budget is developed in concert with the Governing Partners as parties to the NREN Memorandum of Agreement, and approved by California Public Utilities Commission. For 2025/26, a budget for Program Services is proposed at \$437,779.

I hope you find this document informational and helpful. Please feel free to contact me with any questions you may have about the 2025/26 Lake APC Budget or other issues.

Best Regards,



Lisa Davey-Bates  
Executive Director

/ldb

Enclosures



**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**FY 2025/26**  
**FINAL - BUDGET SUMMARY**

**REVENUES**

**COMMENTS:**

	Budget						
	(Proposed) Adopted: 6/11/25					Estimated Actual	
LOCAL:							
Transportation Development Act (TDA)							
Local Transportation Funds (LTF)							
- 2025/26 Local Transportation Fund (LTF) Estimate	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000	2025/26 Approved LTF Estimate - Slight increase based on EC Recommendation.
Local Transportation Fund Carryover :							
- Prior-Year Unallocated LTF Revenue	\$ 388,664	\$ -	\$ -	\$ -	\$ -	\$ 388,664	Unallocated LTF Funds received in prior year - BOE alloc. above the "Approved" LTF Est.
- Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Carryover funding to be reflected in the Final or 1st Amendment.
- LTF Reserve Fund Balance	\$ 1,164,422	\$ -	\$ -	\$ -	\$ -	\$ 1,164,422	Approved 6.2019 by APC Board/Amended 11.2023
- Planning and Programming OWP	\$ 37,500	\$ -	\$ -	\$ -	\$ -	\$ 37,500	Est. carryover funding. Actuals to be reflected in the 1st Amendment.
- Pedestrian and Bicycle Fund Balance	\$ 144,015	\$ -	\$ -	\$ -	\$ -	\$ 144,015	Lakeport Balance (\$143,857) + Unallocated (\$158)
- Community Transit Service Fund Balance / CTSA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- Lake Links has been fully allocated for 2024/25.
- Public Transportation / LTA Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- LTA has been fully allocated for 2024/25.
- Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- Unrestricted balance will be updated in the Final Budget.
Total LTF Carryover:	\$ 1,734,600	\$ -	\$ -	\$ -	\$ -	\$ 1,734,600	
Total LOCAL Revenues:	\$ 3,434,600	\$ -	\$ -	\$ -	\$ -	\$ 3,434,600	
STATE:							
Planning Programming & Monitoring (PPM) Funds							
- 2025/26 NEW OWP Allocation	\$ 68,000	\$ -	\$ -	\$ -	\$ -	\$ 68,000	Funds Expire: 6/30/28
- 2024/25 Carryover OWP Allocation	\$ 22,500	\$ -	\$ -	\$ -	\$ -	\$ 22,500	2024/25 estimated carryover amount. Actuals to be reflected in the 1st Amendment
Total PPM Funds:	\$ 90,500	\$ -	\$ -	\$ -	\$ -	\$ 90,500	
Rural Planning Assistance (RPA) Funds							
- 2025/26 NEW OWP Allocation	\$ 404,500	\$ -	\$ -	\$ -	\$ -	\$ 404,500	Begin FY 2025/26 Additional RPA Alloc (Increase of \$110,500).
- 2024/25 Carryover OWP Allocation	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	2024/25 actual carryover to be reflected in the 1st Amendment
Total RPA Funds:	\$ 419,500	\$ -	\$ -	\$ -	\$ -	\$ 419,500	
Road Maintenance & Rehab Acct. (RMRA)							
- 2024/25 Carry-Over Sustainable Comm. Grant - WE 603	\$ 88,530	\$ -	\$ -	\$ -	\$ -	\$ 88,530	Est. C/O Caltrans SC Grant Award for Lake Co. Zero Emission Vehicle Infra Plan
Total SC - RMRA Grant Funds:	\$ 88,530	\$ -	\$ -	\$ -	\$ -	\$ 88,530	
State Highway Account (SHA)							
- 2023/24 Carryover Climate Adaptation Grant - WE 615	\$ 17,706	\$ -	\$ -	\$ -	\$ -	\$ 17,706	Est. C/O Caltrans Climate Adapt Grant Award for Lake Co. Wildfire Evac & Prep Plan
Total SHA Grant Funds:	\$ 17,706	\$ -	\$ -	\$ -	\$ -	\$ 17,706	
Transportation Development Act (TDA)							
State Transit Assistance (STA) Funds							
- 2025/26 NEW Allocation (PUC) section 99313 & 99314	\$ 715,867	\$ -	\$ -	\$ -	\$ -	\$ 715,867	2025/26 STA Alloc. - based on preliminary estimate. 1/2025
- 2024/25 Carry-Over Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2024/25 actual carryover amounts to be reflected in the 1st Amendment
Total STA Funds:	\$ 715,867	\$ -	\$ -	\$ -	\$ -	\$ 715,867	
State of Good Repair (SGR) Program Funds							
- 2025/26 NEW Allocation (PUC) section 99313 & 99314	\$ 124,152	\$ -	\$ -	\$ -	\$ -	\$ 124,152	2025/26 SGR Alloc. - Allocation based on estimate - 1/2025
- 2024/25 Carry-Over Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2024/25 actual carryover amounts to be reflected in the 1st Amendment
Total SGR Funds:	\$ 124,152	\$ -	\$ -	\$ -	\$ -	\$ 124,152	
Transit and Intercity Rail Capital Program (TIRCP)							
- 2024/25 Carry-Over SB 125 Transit Program	\$ 84,159	\$ -	\$ -	\$ -	\$ -	\$ 84,159	Funds are population-based (1% of regions total allocation).
Total SB 125 Funds:	\$ 84,159	\$ -	\$ -	\$ -	\$ -	\$ 84,159	
Total STATE Revenues:	\$ 1,540,414	\$ -	\$ -	\$ -	\$ -	\$ 1,540,414	
FEDERAL:							
Regional Surface Transportation Program (RSTP)							
- 2025/26 RSTP Local Agency Distribution:	\$ 860,447	\$ -	\$ -	\$ -	\$ -	\$ 860,447	Passes through to cities/County Apport. for FY 2024/25 -Allocat. will be received in 2025/26

- RSTP Carryover Funds:		\$ -	\$ -	\$ -	\$ -	\$ -	2024/25 estimated carryover amounts to be reflected in the Final
Total RSTP Funds:	\$ 860,447	\$ -	\$ -	\$ -	\$ -	\$ 860,447	
<b>Transit Pass-Through Funding</b>							
5311 Federal Funds - FFY 2025	\$ 572,205	\$ -	\$ -	\$ -	\$ -	\$ 572,205	FFY 2025-Regional Apportionment to LTA
Total FEDERAL Revenues:	\$ 1,432,652	\$ -	\$ -	\$ -	\$ -	\$ 1,432,652	
<b>OTHER Revenue:</b>							
<b>Northern Rural Energy Network (REN)</b>							
- 2025/26 NEW NREN Allocation:	\$ 437,779	\$ -	\$ -	\$ -	\$ -	\$ 437,779	NREN Approved Budget Amount (staffing and travel/direct program expenses).
- 2024/25 Carry-Over NREN Allocation							
Total OTHER Revenues:	\$ 437,779	\$ -	\$ -	\$ -	\$ -	\$ 437,779	
<b>GRAND TOTAL REVENUES</b>	<b>\$ 6,845,445</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,845,445</b>	

## ALLOCATIONS

## COMMENTS:

	Budget					Estimated Actual	
	(Proposed) Adopted: 6/11/25						
<b>LOCAL:</b>							
<b>Transportation Development Act (TDA)</b>							
<b>2025/26 Local Transportation Funds (LTF) Annual Priority Allocations</b>							
- Administration Allocation							
Admin Contract (July 1, 2025 to June 30, 2026)	\$ 655,684	\$ -	\$ -	\$ -	\$ -	655,684	APC/LTA Admin Contract based on 2024/25 DBC Contract + CPI
Board Member Reimbursement for Meetings	\$ 4,000	\$ -	\$ -	\$ -	\$ -	4,000	Board Member reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$ 7,000	\$ -	\$ -	\$ -	\$ -	7,000	Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$ 6,000	\$ -	\$ -	\$ -	\$ -	6,000	Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$ 15,000	\$ -	\$ -	\$ -	\$ -	15,000	Annual requirement of TDA to audit LTF/STA funds.
Membership Dues -CalCOG, NARC, NSSR	\$ 10,000	\$ -	\$ -	\$ -	\$ -	10,000	Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$ 8,000	\$ -	\$ -	\$ -	\$ -	8,000	Unexpected costs beyond typical annual budget expenses.
Sub-Total 2025/26 Admin Allocations	\$ 705,684	\$ -	\$ -	\$ -	\$ -	705,684	
- LTF Reserve Fund (5%) Allocation	\$ 85,000	\$ -	\$ -	\$ -	\$ -	85,000	(5% of LTF Estimate \$1.7M)
- Planning and Programing (3%) Allocation	\$ 51,000	\$ -	\$ -	\$ -	\$ -	51,000	New Overall Work Program Planning Amount for FY 2025/26.
- Pedestrian and Bicycle (2%) Allocation	\$ 19,886	\$ -	\$ -	\$ -	\$ -	19,886	2% LTF Allocation for Bike and Pedestrian Purposes
- Community Transit Service (5%) Allocation - CTSA Article	\$ 49,716	\$ -	\$ -	\$ -	\$ -	49,716	These funds will be allocated to Lake Links, CTSA for Lake County.
- Public Transportation Allocation - Lake Transit Authority	\$ 1,177,378	\$ -	\$ -	\$ -	\$ -	1,177,378	FY 2025/26 Transit Allocation
Total 2025/26 LTF Allocations:	\$ 2,088,664	\$ -	\$ -	\$ -	\$ -	2,088,664	Total LTF Revenue through Apportionment
<b>Local Transportation Fund Carryover:</b>							
- Administration (Act. 531)	\$ -	\$ -	\$ -	\$ -	\$ -	-	
- LTF Reserve Fund Balance (Act. 534)	\$ 1,164,422	\$ -	\$ -	\$ -	\$ -	1,164,422	
- Planning and Programming OWP (Act. 532)	\$ 37,500	\$ -	\$ -	\$ -	\$ -	37,500	Est. carryover funding. Actuals to be reflected in the 1st Amendment.
- Pedestrian and Bicycle Fund Balance (Act. 526)	\$ 144,015	\$ -	\$ -	\$ -	\$ -	144,015	Lakeport Balance (\$143,857) + Unallocated (\$158)
- Community Transit Service Fund Balance (Act. 414)	\$ -	\$ -	\$ -	\$ -	\$ -	-	No expected carryover from FY 2024/25.
- Public Transportation / LTA Allocation (Act. 412)	\$ -	\$ -	\$ -	\$ -	\$ -	-	No expected carryover from FY 2024/25.
- Unrestricted Fund Balance (Act. 527)	\$ -	\$ -	\$ -	\$ -	\$ -	-	Unrestricted balance to be updated in the Final Budget.
Total LTF Carryover:	\$ 1,345,936	\$ -	\$ -	\$ -	\$ -	1,345,936	
Total LOCAL Allocations:	\$ 3,434,600	\$ -	\$ -	\$ -	\$ -	3,434,600	
<b>STATE:</b>							
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>							
- 2025/26 NEW OWP Allocation	\$ 68,000	\$ -	\$ -	\$ -	\$ -	68,000	2025/26PPM Allocation Amount
- 2024/25 Carryover OWP Allocation	\$ 22,500	\$ -	\$ -	\$ -	\$ -	22,500	2024/25 estimated carryover amount. Actuals to be reflected in the 1st Amendment
Total PPM Allocations:	\$ 90,500	\$ -	\$ -	\$ -	\$ -	90,500	
<b>Rural Planning Assistance Funds (RPA)</b>							
- 2025/26 NEW OWP Allocation	\$ 404,500	\$ -	\$ -	\$ -	\$ -	404,500	
- 2024/25 Carryover OWP Allocation	\$ 15,000	\$ -	\$ -	\$ -	\$ -	15,000	Carryover funds to be reflected in the Final or 1st Amendment.
Total RPA Funds:	\$ 419,500	\$ -	\$ -	\$ -	\$ -	419,500	
<b>Road Maintenance &amp; Rehab Acct. (RMRA)</b>							
- 2024/25 Carry-Over Sustainable Comm. Grant - WE 603	\$ 88,530	\$ -	\$ -	\$ -	\$ -	88,530	Est. C/O Caltrans SC Grant Award for Lake Co. Zero Emission Vehicle Infra Plan

Total SC - RMRA Grant Funds:	\$	88,530	\$	-	\$	-	\$	-	\$	88,530	
<b>State Highway Account (SHA)</b>											
- 2023/24 Carryover Climate Adaptation Grant - WE 615	\$	17,706	\$	-	\$	-	\$	-	\$	17,706	Est. C/O Caltrans Climate Adapt Grant Award for Lake Co. Wildfire Evac & Prep Plan
Total SHA Grant Funds:	\$	17,706	\$	-	\$	-	\$	-	\$	17,706	
<b>Transportation Development Act (TDA)</b>											
<b>State Transit Assistance (STA) Funds</b>											
- 2025/26 <b>NEW</b> Allocation (PUC) section 99313 & 99314	\$	715,867	\$	-	\$	-	\$	-	\$	715,867	2025/26 STA Alloc. - based on preliminary estimate. 1/2025
- 2024/25 Carry-Over Funding	\$	-	\$	-	\$	-	\$	-	\$	-	2024/25 actual carryover amounts to be reflected in the 1st Amendment
Total STA Funds:	\$	715,867	\$	-	\$	-	\$	-	\$	715,867	
<b>State of Good Repair (SGR) Program Funds</b>											
- 2025/26 <b>NEW</b> Allocation (PUC) section 99313 & 99314	\$	124,152	\$	-	\$	-	\$	-	\$	124,152	2025/26 SGR Alloc. - Allocation based on estimate - 1/2025
- 2024/25 Carry-Over Funding	\$	-	\$	-	\$	-	\$	-	\$	-	2024/25 actual carryover amounts to be reflected in the 1st Amendment
Total SGR Funds:	\$	124,152	\$	-	\$	-	\$	-	\$	124,152	
<b>Transit and Intercity Rail Capital Program (TIRCP)</b>											
- 2024/25 Carry-Over SB 125 Transit Program	\$	84,159	\$	-	\$	-	\$	-	\$	84,159	These funds will be carried over until fully expended.
Total SB 125 Funds:	\$	84,159	\$	-	\$	-	\$	-	\$	84,159	
Total <b>STATE</b> Allocations:	\$	1,540,414	\$	-	\$	-	\$	-	\$	1,540,414	
<b>FEDERAL:</b>											
<b>Regional Surface Transportation Program (RSTP)</b>											
- <b>NEW</b> Local Agency Distribution (2025/26):											
Lakeport (8%)	\$	88,426	\$	-	\$	-	\$	-	\$	88,426	Passes through to Cities/County
Clearlake (22%)	\$	243,170	\$	-	\$	-	\$	-	\$	243,170	Apportionment for FY 2024/25. Allocation will be received in 2025/26
Lake County (70%)	\$	528,851	\$	-	\$	-	\$	-	\$	528,851	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
- 2024/25 Carry-Over Funding:	\$	-	\$	-	\$	-	\$	-	\$	-	APC holds local agency funds until required documentation has been submitted
Total RSTP Funds for Distribution:	\$	860,447	\$	-	\$	-	\$	-	\$	860,447	
<b>Transit Pass-Through Funding</b>											
5311 Federal Funds - FFY 2025	\$	572,205	\$	-	\$	-	\$	-	\$	572,205	FFY 2025-Regional Apportionment to LTA
Total <b>FEDERAL</b> Allocations:	\$	1,432,652	\$	-	\$	-	\$	-	\$	1,432,652	
<b>OTHER PROGRAM ALLOCATIONS:</b>											
<b>Northern Rural Energy Network (REN)</b>											
- 2025/26 <b>NEW</b> NREN Program Allocation:	\$	437,779	\$	-	\$	-	\$	-	\$	437,779	NREN Approved Budget Amount (staffing and travel/direct program expenses).
- 2024/25 Carry-Over NREN Program Allocation	\$	-	\$	-	\$	-	\$	-	\$	-	2024/25 actual carryover amounts to be reflected in the 1st Amendment
Total <b>OTHER</b> Revenues:	\$	437,779	\$	-	\$	-	\$	-	\$	437,779	
<b>GRAND TOTAL ALLOCATIONS</b>	\$	6,845,445	\$	-	\$	-	\$	-	\$	6,845,445	

Updated: 6/5/25 AJP



## LAKE COUNTY/CITY AREA PLANNING COUNCIL

FY 2024/25

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

## REVENUES

## COMMENTS:

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



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



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

FY 2023/24

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

### REVENUES

### COMMENTS:

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

## EXPENDITURES

## COMMENTS:

	Budget						
	Adopted:	Amend: #1 8/9/23	Amend: #2 11/8/23			Estimated Actual	
<b>LOCAL:</b>							
<b>Transportation Development Act (TDA)</b>							
<b>2023/24 Local Transportation Funds (LTF) Annual Priority Allocations</b>							
- Administration Allocation							
DBC Contract Ext. (July 1, 2023 to June 30, 2024)	\$ 612,668	\$ -	\$ -	\$ -	\$ -	\$ 612,668	APC & LTA Admin Contract Extension Approved 4/5/23.
Board Member Reimbursement for Meetings	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000	Board Member reimbursement to board members for meeting attendance.
Training/Travel Expenses (uncontracted)	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ 7,000	Covers expenses for training/travel not included in contract or work program.
Lake County Auditor/Controller	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000	Accounting services by the County of Lake Auditor's Office
Fiscal Audit	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ 13,000	Annual requirement of TDA to audit LTF/STA funds.
Performance Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No Triennial Performance Audit scheduled this year.
Membership Dues -CalCOG, NARC, NSSR	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	Facilitates communication between COGs, local officials, state/federal agencies & public
Contingency	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000	Unexpected costs beyond typical annual budget expenses.
Sub-Total 2023/24 Admin Allocations	\$ 660,668	\$ -	\$ -	\$ -	\$ -	\$ 660,668	
- LTF Reserve Fund (5%) Allocation	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000	(5% of LTF Estimate \$1.6M)
- Planning and Programming (3%) Allocation	\$ 196,682	\$ -	\$ -	\$ -	\$ -	\$ 196,682	New Overall Work Program Planning Amount for FY 2023/24.
- Pedestrian and Bicycle (2%) Allocation	\$ 18,787	\$ -	\$ -	\$ -	\$ -	\$ 18,787	2% LTF Allocation for Bike and Pedestrian Purposes
- Community Transit Service (5%) Allocation - CTSA Artic	\$ 46,967	\$ -	\$ -	\$ -	\$ -	\$ 46,967	These funds will be allocated to Lake Links, CTSA for Lake County.
- Public Transportation Allocation - Lake Transit Authorit	\$ 977,181	\$ -	\$ -	\$ -	\$ -	\$ 977,181	FY 2023/24 Transit Allocation
<b>Total 2023/24 LTF Allocations:</b>	\$ 1,980,284	\$ -	\$ -	\$ -	\$ -	\$ 1,980,284	Total LTF Revenue through Apportionment
<b>Local Transportation Fund Carryover :</b>							
- Administration (Act. 531)	\$ -	\$ 41,341	\$ -	\$ -	\$ -	\$ 41,341	
- LTF Reserve Fund Balance (Act. 534)	\$ 556,928	\$ 3,312	\$ 500,000	\$ -	\$ -	\$ 1,060,240	Additional Allocation proposed to the LTF Reserve.
- Planning and Programming OWP (Act. 532)	\$ 30,000	\$ 87,533	\$ -	\$ -	\$ -	\$ 117,533	2022/23 Actual Carryover
- Pedestrian and Bicycle Fund Balance (Act. 526)	\$ 241,326	\$ -	\$ -	\$ -	\$ -	\$ 241,326	Lakeport Balance (\$143,857) + County Balance (\$51,181)+ Unallocated (\$46,288)
- Community Transit Service Fund Balance (Act. 414)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No expected carryover from FY 2022/23.
- Public Transportation / LTA Allocation (Act. 412)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No expected carryover from FY 2022/23.
- Unrestricted Fund Balance (Act. 527)	\$ -	\$ -	\$ 755,371	\$ -	\$ -	\$ 755,371	Balance = \$1,255,371 (Amended Balance reflects the \$500,000 LTF Reserve Allocation).
<b>Total LTF Carryover :</b>	\$ 828,254	\$ 132,186	\$ 1,255,371	\$ -	\$ -	\$ 2,215,811	
<b>Total LOCAL Allocations:</b>	\$ 2,808,538	\$ 132,186	\$ 1,255,371	\$ -	\$ -	\$ 4,196,095	
<b>STATE:</b>							
<b>Planning Programming &amp; Monitoring (PPM) Funds</b>							
- 2023/24 <b>NEW</b> OWP Allocation	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	2023/24 PPM Allocation Amount
- 2022/23 Carryover OWP Allocation	\$ -	\$ 26,010	\$ -	\$ -	\$ -	\$ 26,010	2022/23 Actual Carryover PPM Funding (\$10,957 21/22 + \$15,053 22/23)
Total PPM Allocations:	\$ 75,000	\$ 26,010	\$ -	\$ -	\$ -	\$ 101,010	
<b>Rural Planning Assistance Funds (RPA)</b>							
- 2023/24 <b>NEW</b> OWP Allocation	\$ 294,000	\$ -	\$ -	\$ -	\$ -	\$ 294,000	
- 2022/23 Carryover OWP Allocation	\$ -	\$ 9,368	\$ -	\$ -	\$ -	\$ 9,368	Actual RPA Funds carried over into the OWP.
Total RPA Funds:	\$ 294,000	\$ 9,368	\$ -	\$ -	\$ -	\$ 303,368	
<b>Sustainable Planning Grant Funding</b>							
- 2023/24 <b>NEW</b> Climate Adaptation Funding	\$ -	\$ -	\$ 178,564	\$ -	\$ -	\$ 178,564	Funding for the LC Wildfire Evacuation & Preparedness Plan (WE 615)
Total Sustainable Planning Grant Funds:	\$ -	\$ -	\$ 178,564	\$ -	\$ -	\$ 178,564	
<b>Transportation Development Act (TDA)</b>							
<b>State Transit Assistance (STA) Funds</b>							
- 2023/24 <b>NEW</b> Allocation (PUC) section 99313 & 99314	\$ 881,256	\$ (12,710)	\$ -	\$ -	\$ -	\$ 868,546	2023/24 STA Alloc. - based on revised estimate. 8/2023
- 2022/23 Carry-Over Funding	\$ -	\$ 77,258	\$ -	\$ -	\$ -	\$ 77,258	2022/23 actual carryover amount.
Total STA Funds:	\$ 881,256	\$ 64,548	\$ -	\$ -	\$ -	\$ 945,804	
<b>State of Good Repair (SGR) Program Funds</b>							
- 2023/24 <b>NEW</b> Allocation (PUC) section 99313 & 99314	\$ 113,545	\$ (298)	\$ -	\$ -	\$ -	\$ 113,247	2023/24 SGR Alloc. - Allocation based on revised estimate - 8/2023
- 2022/23 Carry-Over Funding	\$ -	\$ 209,407	\$ -	\$ -	\$ -	\$ 209,407	2022/23 actual carryover amount.
Total SGR Funds:	\$ 113,545	\$ 209,109	\$ -	\$ -	\$ -	\$ 322,654	
<b>Total STATE Allocations:</b>	\$ 1,363,801	\$ 309,035	\$ 178,564	\$ -	\$ -	\$ 1,851,400	
<b>FEDERAL:</b>							
<b>Regional Surface Transportation Program (RSTP)</b>							
- <b>NEW</b> Local Agency Distribution (2023/24):	\$ 843,388	\$ -	\$ -	\$ -	\$ -	\$ 843,388	Passes through to Cities/County
Lakeport (8%)	\$ 87,061	\$ -	\$ -	\$ -	\$ -	\$ 87,061	Apportionment for FY 2022/23. Allocation will be received in 2023/24
Clearlake (22%)	\$ 239,417	\$ -	\$ -	\$ -	\$ -	\$ 239,417	
Lake County (70%)	\$ 516,910	\$ -	\$ -	\$ -	\$ -	\$ 516,910	County's separate RSTP 182.6(d2) apportionment-\$244,873 included in formula
- 2022/23 Carry-Over Funding:	\$ -	\$ 151,962	\$ -	\$ -	\$ -	\$ 151,962	APC holds local agency funds until required documentation has been submitted.

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

Updated: 10/31/23 AJP

# SUPPORTING DOCUMENTATION FOR 2025/26 APC BUDGET

- NOTES ON FUNDING SOURCES
- TRANSPORTATION DEVELOPMENT ACT (TDA) BUDGET CALENDAR
- PROPOSED APC RESOLUTIONS 25-26-1 THROUGH 25-26-11
- DAVEY-BATES CONSULTING ADMINISTRATIVE CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
- DOW & ASSOCIATES PLANNING CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
- LAKE TRANSIT AUTHORITY CLAIM LETTER AND SUPPORTING CLAIM FOR LTF & STA FUNDING FOR FY 2025/26
- LAKE LINKS, CTSA CLAIM LETTER FOR 5% LTF FUNDING FOR FY 2025/26



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## 2025/26 BUDGET

### Explanatory Notes on Funding Sources

June 11, 2025

#### LTF - Local Transportation Fund

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

#### LTF Unrestricted Fund Balance

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

#### Local Agency Match

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

#### STA - State Transit Assistance

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

#### SGR – State of Good Repair

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

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

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

#### RPA - Rural Planning Assistance

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

- RPA funds are received on a reimbursable basis. The majority must be expended in the year in which they are received, however beginning July 1, 2009, Caltrans began allowing 25% of RPA funds to be carried-over into the following OWP.
- Lake APC received an increase in the annual allocation for FY 2025/26 of \$110,500, bringing the total RPA Allocation to \$404,500.

#### SENATE BILL 125

- SB 125 amended the State's Budget Act of 2023 to appropriate a total of \$5.1 billion to the Transit and Intercity Rail Capital Program (TIRCP) and the new Zero-Emission Transit Capital Program (ZETCP)
- Program will continue over a Four-Year Period
- Funding will be distributed by formulas based on both population and transit revenues
- Lake Area Planning Council as the regional implementing agency will allocate funding

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

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

#### Caltrans Sustainable Transportation Planning Grant Program

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

#### Northern Rural Energy Network

- In 2022 Lake APC approved a Memorandum of Understanding (MOU) with Redwood Coast Energy Authority (RCEA) and Mendocino Council of Governments (MCOG) to participate as a subcontractor to RCEA in the recently formed Rural Regional Energy Network (RuralREN), and this RuralREN was approved by the California Public Utilities Commission (CPUC) in June 2023.
- In September 2024, the CPUC issued its Decision Modifying Rural Regional Energy Network Approved in Decision 23-06-055, and divided the RuralREN into RuralREN North (comprising the North Coast and North Sierra Regions) and RuralREN Central (comprising the Central Coast, San Joaquin Valley and High Sierra Regions), in which MCOG would become a full partner able to use public purpose program funds paid by ratepayers to plan, administer, and implement energy efficiency programs.
- The RuralREN North partners subsequently revised the name to Northern Rural Energy Network (NREN).
- The NREN has a four-year total budget of \$33.1 million, to include all administration and programs through 2027. The NREN intends to apply to the CPUC for another four years of funding through 2031.
- To date Lake APC's adopted budget has allocated \$249,928 for services under the Davey-Bates Consulting staffing contract for FY 2024/25. The proposed budget for 2025/26 program services is \$437,779. This allocation does not include rebates, incentives, or loan seed funding, which is expected to be held by RCEA and/or a third-party banking entity for payments directly to utility customers.



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
[www.lakeapc.org](http://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 25-26-1

### ALLOCATION FOR 2025/26 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 2025/26 will be approximately the sum of \$705,684; and WHEREAS, the projected expenses are necessary and reasonable,

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

The Area Planning Council hereby allocates the sum of \$705,684 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 2024/25 for the APC, Lake Transit Authority and SAFE in the approximate sum of \$15,000.
2. Payment to the Lake County Auditor's Office for services to be performed in the year 2025/26 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 \$655,684 in the following monthly installments:
  - July 2025 through June 2026 - \$54,640.33/month
4. Payment to the Area Planning Council members for training and travel for each meeting attended up to \$4,000.
5. Membership dues to CalCOG, NARC and NSSR in the amount of \$10,000.
6. Contingency funds in the amount of \$8,000 to be used as necessary to cover unexpected costs such as member travel expenses, conference calling, committee dues, etc.
7. For the Lake County/City Area Planning Council's staff training/travel expenses in the sum of \$7,000 to be used for travel not included in the contract or Work Program.

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, 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 25-26-2

### ALLOCATION OF 2025/26 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 \$19,886 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 11<sup>th</sup> day of June 2025, 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 25-26-3

### ALLOCATION FOR 2025/26 WORK PROGRAM

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

WHEREAS, the Area Planning Council has approved the proposed 2025/26 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, 2024/25 Work Program has carry-over funding into the 2025/26 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 \$51,000 to be expended upon the 2025/26 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 11<sup>th</sup> day of June 2025, 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 25-26-4

### 2025/26 ALLOCATION TO LAKE TRANSIT AUTHORITY

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

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

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

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

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

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

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

The Area Planning Council hereby allocates from the Local Transportation fund the sum of \$1,177,378 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 2025/26.

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, 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 25-26-5

### 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 \$715,867 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 2025/26.

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, 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 25-26-6

### APPROVAL OF 2025/26 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 2025/26 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 2025/26 funding;

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

The Lake County/City Area Planning Council hereby approves the 2025/26 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 11<sup>th</sup> day of June 2025, 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 25-26-7

### ALLOCATION OF 2025/26 LOCAL TRANSPORTATION FUNDS (5%) TO THE CONSOLIDATED TRANSPORTATION SERVICE AGENCY (CTSA) FOR NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) PURPOSES

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

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

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

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

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

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

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

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

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

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

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

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



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

The Area Planning Council hereby allocates the sum of \$49,716 to the Consolidated Transportation Service Agency for Non-Emergency Medical Transportation (NEMT) purposes for FY 2025/26 pursuant to the Public Utilities Code Section 99233.7.

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, 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 25-26-8

### 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 \$124,152 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 2025/26.

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

---

Stacey Mattina, Chair  
APC Member

DRAFT

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 25-26-9

### 2025/26 ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF) TO THE RESERVE FUND

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

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

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

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

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

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

WHEREAS, LTF revenues collected during 2025/26 Fiscal Year exceeded the LTF Estimate allowing for allocation of 5% of the 2025/26 LTF Estimate in the amount of \$85,000 to the LTF Reserve Fund.

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

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

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

---

Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 25-26-10

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

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

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

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

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

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

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

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

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

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

---

ATTEST: Lisa Davey-Bates  
Executive Director

---

Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 25-26-11

### ALLOCATING FY 2025/26 FUNDS and 2024/25 CARRYOVER FUNDS FOR NORTHERN RURAL ENERGY NETWORK PROGRAMS

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

WHEREAS, In February 2022, the Lake County/City Area Planning Council approved a Memorandum of Understanding (MOU) with Redwood Coast Energy Authority (RCEA) and Mendocino Council of Governments (MCOG) to participate as a subcontractor to RCEA in the recently formed Rural Regional Energy Network (RuralREN), and this RuralREN was approved by the California Public Utilities Commission (CPUC) in June 2023;

WHEREAS, On September 26, 2024, the CPUC issued its Decision Modifying Rural Regional Energy Network Approved in Decision 23-06-055, and divided the RuralREN into RuralREN North (comprising the North Coast and North Sierra Regions) and RuralREN Central (comprising the Central Coast, San Joaquin Valley and High Sierra Regions), in which APC would become a full partner able to use public purpose program funds paid by ratepayers to plan, administer, and implement energy efficiency programs;

WHEREAS, the 2022 MOU between RCEA, APC and MCOG was terminated, and a new RuralREN North Memorandum of Agreement (MOA) and Bylaws were approved by the APC Board of Directors on December 11, 2024 and subsequently executed;

WHEREAS, In January 2025, the partners to the new MOA changed the name from RuralREN North to the Northern Rural Energy Network (NREN) as part of a public outreach and marketing strategy;

WHEREAS, A Pre-Launch Contract with RCEA as Lead Administrator of the NREN was also executed, and a comprehensive Implementation Agreement is anticipated for execution in June 2025, to receive funding and deliver these needed energy and cost saving programs in Lake County;

WHEREAS, The NREN has developed a four-year budget, of which this 2025/26 allocation is a portion to fund program staffing services and associated direct costs such as travel; this allocation does not include rebates, incentives, or loan seed funding, which is not anticipated to be held by APC, but instead by RCEA and/or third parties to be available for all four NREN partners; therefore, be it

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

The Lake Area Planning Council hereby allocates FY 2025/26 funds and 2024/25 estimated prior-year funds carried over for Northern Rural Energy Network programs:

Adoption of this Resolution was moved by Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and carried on this 11<sup>th</sup> day of June 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

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

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ATTEST: Lisa Davey-Bates  
Executive Director

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Stacey Mattina, Chair  
APC Member

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## AMENDMENT NO.1 of PROFESSIONAL SERVICES AGREEMENT

### ADMINISTRATIVE AND FISCAL STAFFING SERVICES

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

#### WHEREAS:

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

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

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

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

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

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

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

The APC and Consultant agree to add the following amendments:

#### 1. WORK TO BE PERFORMED

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

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



## 2. COMPENSATION

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

Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibit. The APC shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an monthly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

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

## 3. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2024 to September 30, 2029. Execution of this Agreement by the APC shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibit A.

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

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

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

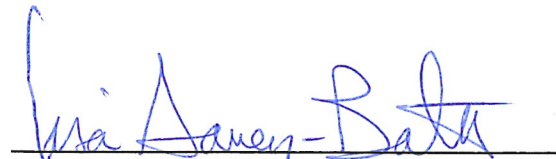
## 4. EXTENT OF AGREEMENT:

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

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

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

  
Stacey Mattina, Chair  
Lake Area Planning Council

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

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## AGREEMENT FOR PROFESSIONAL SERVICES

### ADMINISTRATIVE AND FISCAL STAFFING SERVICES

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

#### RECITALS:

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

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

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

The APC and Consultant agree as follows:

#### 1. WORK TO BE PERFORMED

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

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

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

#### 2. COMPENSATION

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

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

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

### 3. INVOICES AND DISBURSEMENT

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

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

### 4. REPORTS

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

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

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

### 6. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2024 to September 30, 2029. Execution of this Agreement by the APC shall constitute Consultant's authority to proceed with the performance of the work described by Exhibit A, provided that evidence of insurance has been received by the APC as specified under Section 11 below.

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

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

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

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

## 7. PROJECT INSPECTION AND ACCOUNTING RECORDS

APC, Consultant and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

## 8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

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

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

## 9. TERMINATION

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

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

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

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

#### 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

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

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

#### 11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the APC for the APC's protection, its elected or appointed officials, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from

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

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

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

OR

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

AND

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

AND

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

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

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to the APC. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the APC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

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

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

## 12. STANDARD OF CARE

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

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

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

### 13. STATE AND FEDERAL REQUIREMENTS

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

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

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

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



apprenticeship.

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

Record Retention and Audits. APC, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

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

#### 14. COMPLIANCE

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

#### 15. INDEPENDENT CONSULTANT

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

#### 16. FINANCIAL INTEREST

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

#### 17. SUCCESSOR AND ASSIGNMENTS

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

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

#### 18. NOTICES

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

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

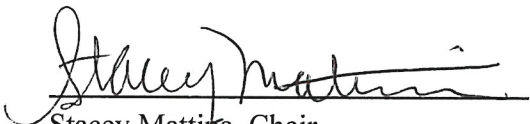
#### 19. VENUE

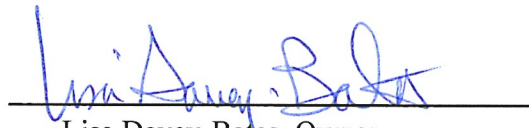
The venue for this agreement shall be Lake County, California.

#### 20. EXTENT OF AGREEMENT:

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

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

  
Stacey Mattina, Chair  
Lake County/City Area Planning Council

  
Lisa Davey-Bates, Owner  
Davey-Bates Consulting

Federal ID No.: \_\_\_\_\_

# **LAKE COUNTY/CITY AREA PLANNING COUNCIL**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **PLANNING SERVICES**

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

#### **RECITALS:**

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

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

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

The APC and Consultant agree as follows:

#### **1. WORK TO BE PERFORMED**

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

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

#### **2. COMPENSATION**

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

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

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

### 3. INVOICES AND DISBURSEMENT

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

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

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

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

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

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

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

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

## 9. TERMINATION

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

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

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

## 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

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

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

## 11. INSURANCE

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

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

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

OR

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

AND

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

AND

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

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

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to the APC. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the APC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the Consultant shall furnish to the APC satisfactory proof that it has

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

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

## 12. STANDARD OF CARE

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

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

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

## 13. STATE AND FEDERAL REQUIREMENTS

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

Disadvantaged Business Enterprise (DBE) Obligation. APC, Consultant and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this



contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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

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

Record Retention and Audits. APC, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

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

#### 14. COMPLIANCE

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

#### 15. INDEPENDENT CONSULTANT

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

withholdings that may be applicable.

#### 16. FINANCIAL INTEREST

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

#### 17. SUCCESSOR AND ASSIGNMENTS

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

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

#### 18. NOTICES

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

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


#### 19. VENUE

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

#### 20. EXTENT OF AGREEMENT:

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

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

  
Stacy Mattina, Chair  
Lake County/City Area Planning Council

  
Nephele Barrett, Owner  
Dow & Associates

Federal ID No.: 84-3053375



# Lake Transit Authority

Lisa Davey-Bates, Executive Director

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

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

April 1, 2025

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

Dear Lisa,

Attached is Lake Transit Authority's claim for funds for fiscal year 2025/2026. The LTA Board will review the proposed budget at their May meeting with adoption expected at the June meeting. In summary, LTA is requesting:

\$1,177,378 from the Local Transportation Fund (LTF), and  
\$715,867 in State Transit Assistance funds

## **Local Transportation Fund**

The claim includes the total amount allocated to Lake Transit Authority by the Lake County /City Area Planning Council. These funds will be used to support LTA's General Public Operations and capital purchases. No funds will be used for the Unmet Transit Needs List referred to LTA by your Board.

## **State Transit Assistance Fund**

The claim also includes a total of \$715,867 of State Transit Assistance funds, as allocated by the State Controller's Office. The entirety of these funds will be used to support LTA's General Public Operations.

## **Uncertainty**

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

Sincerely,

James Sookne  
Program Manager

**Lake Transit Authority**  
**Summary of 2025/2026 Claim for Funds**

4/1/25

Source	Authority	Purpose	FY 2024/25 Amount	FY 2025/26 Amount
Local Transportation Fund:				
	PUC, Sec. 99262	LTA Operations & Capital	\$1,027,509	\$1,177,378
Total			\$1,027,509	\$1,177,378
State Transit Assistance Fund:				
	CCR, Sec. 6730(a)	LTA Operations	\$839,582	\$715,867
Total			\$839,582	\$715,867
Total Claim			\$1,867,091	\$1,893,245



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

March 14, 2025

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

Subject: Lake Links' Request/Claim for FY 2025/26 LTF\_CTSA Funds

Hi Lisa,

The following is Lake Links' claim for Local Transportation Fund (LTF) funds in the amount of \$49,715.80 that are being allocated to the Consolidated Transportation Services Agency "CTSA." As the CTSA for Lake County we are requesting to have use of the funds to continue carrying out the duties of the CTSA.

The LTF allocation will be used to provide and support Lake Link's existing and future programs and office operation (rent, utilities, office supplies and other program costs, etc.) which serve as the foundation for our staff to operate our transportation programs that benefit low-income seniors and disabled people of Lake County, CA.

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

Warm Regards,

*Laurie Fisher*

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

**2025/26 Local Transportation Fund (LTF)  
Area Apportionments  
As of March 1, 2025**

**REVENUES:**

2025/26 LTF Estimate	\$1,700,000.00
Prior-Year Unallocated LTF Revenue	\$388,664.25
Total LTF Revenue	<u>\$2,088,664.25</u>

**ALLOCATIONS:**

Lake APC Administration Allocation	\$705,684.00
Planning and Programming (3% of Estimate) Allocation	\$51,000.00
LTF Reserve Policy - June 2019 Adopted	\$85,000.00
Bicycle & Pedestrian (2% after Admin.) - optional	\$19,886.32
CTSA (5% after Admin.) Allocation - optional	\$49,715.80
Total LTF Allocations Proposed:	<u>\$911,286.12</u>

**Total Available for Apportionment**

**\$1,177,378**

Apportionment:

	TOTAL	County	Clearlake	Lakeport
	100%	67.86%	24.71%	7.44%
Pop.	67,001	45,466	16,553	4,982
	<b>\$1,177,378</b>	<b>\$809,094</b>	<b>\$288,340</b>	<b>\$87,361</b>

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

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

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