

COOPERATIVE AGREEMENT WITH SHASTA REGIONAL TRANSPORTATION AGENCY FOR MEMBER AGENCY PARTICIPATION

Representing: County of Shasta, City of Anderson, City of Redding, and
City of Shasta Lake

V.8

(January 3, 2022)

COOPERATIVE AGREEMENT WITH SHASTA REGIONAL TRANSPORTATION AGENCY FOR MEMBER AGENCY PARTICIPATION

THIS AGREEMENT is made as of the date of the last signature affixed hereto by and among the cities of Anderson, Redding, Shasta Lake, and the county of Shasta, heretofore named "member agencies."

RECITALS:

WHEREAS, the people residing within the incorporated and unincorporated areas of Shasta County have an interest in a well-coordinated and planned transportation system; and

WHEREAS, State and Federal legislators designated the Shasta region as a State Local Transportation Commission in 1972 (PUC §130000 et al.) (Government Code §29532, 29535) and a Federal Metropolitan Planning Organization in 1981 (USC Title 23, §134); and

WHEREAS, on July 1, 2012, the agency reorganized to form the Shasta Regional Transportation Agency (SRTA), a separate and distinct entity from its member agencies; and

WHEREAS, the member agencies desire to establish this Agreement in order to: (1) formally recognize the Shasta Regional Transportation Agency as the regional transportation planning entity under State and Federal law; (2) outline the agency's purpose and functions as defined by those laws as updated from time-to-time; (3) agree to promote a governing structure to address transportation-related needs of regional significance; and (4) facilitate cooperation among its member agencies; and

WHEREAS, transportation and transportation-related challenges and opportunities within the region transcend local governmental boundaries and have Countywide implications; and

WHEREAS, there is a demonstrated need for an organization with representatives from the member agencies to provide a forum to address these challenges and opportunities; and

WHEREAS, the member agencies believe that a Countywide transportation planning organization, governed by elected officials from among the member agencies is best suited for this type of regional coordination; and

WHEREAS, the member agencies, working together through this organization can exercise initiative, leadership, and responsibility for addressing Countywide transportation-related issues; and

WHEREAS, the Shasta Regional Transportation Agency can conduct certain governmental operations of common interest efficiently and economically through the cooperation of its members and the pooling of common resources.

IN WITNESS THEREOF, it is mutually agreed as follows:

1. THE SHASTA REGIONAL TRANSPORTATION AGENCY

By adoption of this Agreement, the parties hereto formally recognize the Shasta Regional Transportation Agency, separate and distinct from its member entities, as the agent which exercises the roles and responsibilities described in this Agreement.

The Shasta Regional Transportation Agency serves as both the Local Transportation Commission as designated by what was then known as the Secretary of the Business, Transportation and Housing Agency for the State of California; (Government Code §29535) and as the Federally designated Metropolitan Planning Organization as approved by the Governor of California for the Shasta County region. Inherent in these State and Federal designations are the following responsibilities:

- a. Act as lead-agency for determination of any applicable air quality conformity between transportation plans, transportation programs, and transportation projects and the applicable State Implementation Plan in accordance with Title 23 USC §134;
- b. Serve as the regional transportation planning and programming representative for the purpose of acting upon any appropriate proposals which may be presented to it for consideration and for transmission of proposed recommendations to Federal and State agencies;
- c. Serve as the regional, multi-jurisdictional organization which may be required by State or Federal law or regulation so that member agencies can continue to qualify for State and Federal funds and programs, and to review and comment on applications for Federal or State funds or programs when appropriate by law or regulation;
- d. Provide assistance to member agencies to collect, analyze, and disseminate information which will be of value to member agencies, including Federal census data and information on State and Federal aid programs, and provide technical assistance as may be requested by member agencies;
- e. Represent the region for transportation-related issues before State and Federal governments and vigorously express to State and Federal agencies the local government point of view on regionwide problems;
- f. Develop transportation-related plans, programs and policies consistent with state and federal requirements, including coordination with local agencies;
- g. Facilitate cooperation and agreement between local government bodies for transportation-related issues and challenges which are common to its members;

- h. Coordinate grant efforts, including applying for grants on behalf of the region, or providing technical grant support to member agencies;
- i. Manage Transportation Development Act, Regional Surface Transportation, State Transportation Improvement Program, and other funds allocated at the regional level;
- j. Provide funding to member agencies as sub-recipients of regional, State, and Federal funds pursuant to Sub-recipient Cooperative Agreements which outline grantor requirements associated with the fund sources provided; and
- k. Other duties as authorized under State and Federal law with respect to Local Transportation Commissions and Metropolitan Planning Organizations.

2. BYLAWS

The Shasta Regional Transportation Agency Board of Directors maintains bylaws guiding agency procedures, functions, officer duties and membership. Amendments to all or a portion of these bylaws are made by the Shasta Regional Transportation Agency Board of Directors in the manner prescribed in the bylaws.

3. POWERS AND FUNCTIONS

Pursuant to the second paragraph in the recitals above, the Shasta Regional Transportation Agency has the following powers to establish and administer the agency, and in the exercise of that power, the Shasta Regional Transportation Agency is authorized in its own name to:

- a. Employ an executive director as the chief administrative officer, treasurer, and secretary of the agency;
- b. Employ staff and contract for professional services;
- c. Make and enter into contracts;
- d. Acquire, hold, and convey real and personal property;
- e. Incur debts, obligations, and liabilities;
- f. Accept contributions, grants, or loans from any public or private agency or individual, or the United States, or the State of California, or any department, instrumentally, or agency thereof, for the purpose of financing its activities;
- g. Invest money that is not needed for immediate necessities, as the Shasta Regional Transportation Agency Board of Directors determines advisable, in the same manner, and upon the same conditions as other local entities in accordance with

Section 53601 of the California Government Code;

- h. Exercise the responsibility and duties required of a Local Transportation Commission and a Metropolitan Planning Organization;
- i. Sue and be sued, in its own name only, but not in the name or stead of any member agency; and
- j. Perform all other acts reasonable and necessary to carry out the purpose of this Agreement;
- k. Other duties as may be assigned by the Shasta Regional Transportation Agency Board of Directors, or prescribed in the SRTA Bylaws.

4. COOPERATION

The parties to this Agreement agree to cooperate to perform the functions outlined in this agreement and assign representatives to serve on the Shasta Regional Transportation Agency. Each representative shall act on behalf of the Shasta Regional Transportation Agency in consideration of regional challenges and opportunities, subject to any necessary and legal approvals by the legislative bodies of the member agencies. The parties recognize that the resources of the Shasta Regional Transportation Agency are limited and not all needs can be met for all areas of the region at any one time; however, the Shasta Regional Transportation Agency Board of Directors will strive for equity across all jurisdictions of the region and all populations. Some regional opportunities and decisions may only directly benefit a particular member, but still be in the best interest of the region as a whole. A stronger region ultimately benefits all member agencies.

5. INDEMNITY

Except as may be otherwise agreed in writing between the Shasta Regional Transportation Agency ("SRTA") and member agencies, the debts, liabilities, and obligations of SRTA shall not be debts, liabilities, and obligations of the member agencies.

SRTA and the member agencies each agree to indemnify, defend, and save harmless the other and the other's officers, agents, and employees, from and against any and all claims or losses arising out of, or in any way related to, the indemnifying party's performance under this agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as reasonable attorneys' fees, court costs, investigation costs, and experts' fees), but only in proportion to and to the extent such claims or losses (including reasonable attorneys' fees) are caused by or result from the acts or omissions of the indemnifying party, its officers, agents, or employees. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers, agents, and employees.

6. ATTEST

County of Shasta

Chair, Board of Supervisors

Date: _____

City of Redding

Mayor, City of Redding

Date: _____

City of Anderson

Mayor, City of Anderson

Date: _____

City of Shasta Lake

Mayor, City of Shasta Lake

Date: _____

Shasta Regional Transportation Agency

Chair

Date: _____