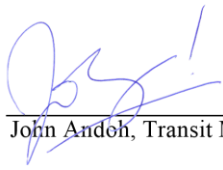
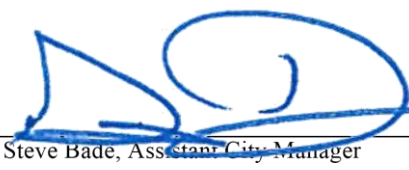


CITY OF REDDING

REPORT TO REDDING AREA BUS AUTHORITY

MEETING DATE: April 15, 2024 ITEM NO. 4.7	FROM: John Andoh, Transit Manager
APPROVED BY	
 John Andoh, Transit Manager 4/8/2024 jandoh@cityofredding.org	 Steve Bade, Assistant City Manager 4/10/2024 sbade@cityofredding.org
SUBJECT: 4.7--Consider negotiation and execution of a Memorandum of Understanding with Shasta County and Shasta Regional Transportation Agency.	

Recommendation

Authorize and approve the following:

- (1) Authorize the Executive Officer, or designee, to negotiate and execute a Memorandum of Understanding with Shasta County regarding the transfer of Burney Express to the Redding Area Bus Authority (RABA) conditioned upon General Counsel approval;
- (2) Authorize the Executive Officer, or designee, to send a notice to Shasta County to terminate the Intergovernmental Agreement with Shasta County effective June 30, 2024;
- (3) Authorize the Executive Officer, or designee, to send a notice to Shasta Regional Transportation Agency (SRTA) to terminate the June 18, 2018, Memorandum of Understanding (MOU) by and between SRTA, RABA and Shasta County Department of Public Works; and negotiate and execute a new MOU between SRTA, RABA and California Department of Transportation for the same conditioned upon General Counsel approval; and
- (4) Find that the action is categorically exempt from environmental review under the California Environmental Quality Act Guidelines, pursuant to Section 15301 – Existing Facilities.

Fiscal Impact

As part of the transfer of rural transit services to the Redding Area Bus Authority (RABA), RABA can directly apply for Federal Transit Administration (FTA) Section 5311 and 5311(f) funding which would cover the cost of routes that operate outside the Redding Urbanized Area which is estimated to be approximately \$490,000 in 5311 and \$250,000 in 5311(f) funding on an annual basis as a subrecipient to the California Department of Transportation (Caltrans). These funds would be incorporated into future RABA budgets. There would no longer be a need to invoice or do an annual true up of revenue from Shasta County as a result of this action.

Alternative Action

The RABA Board of Directors (Board) could decline this action or provide alternate direction to staff.

Background/Analysis

Since 1996, RABA has operated the Burney Express (Route 299X) under an intergovernmental agreement with Shasta County due to the route operating outside the current RABA service area. In addition, since 2016, RABA has operated the Beach Bus (Route 19) on an annual basis based on appropriations provided by Shasta Regional Transportation Agency (SRTA) and approved by the RABA Board to operate. Based on the Board's direction provided in November 2023, RABA staff presented an amendment to the Joint Powers Agreement (JPA) to the Cities of Shasta Lake, Redding and Anderson as well as Shasta County to expand the service area to be all of Shasta County, by incorporating the remainder of the unincorporated area that has not been within the service area. Each member agency has approved the JPA Amendment and as of this writing, the amendment is being filed with the Secretary of State office to take effect on May 1, 2024.

As part of this amendment, Shasta County is required to perform the administrative functions to transfer the Burney Express to RABA, which would include authorizing the transfer of vehicles, funding and overall oversight and as a result, a Memorandum of Understanding (MOU) has been developed to formalize the transfer. Upon execution of the MOU, the current Intergovernmental Agreement would need to be terminated as RABA would become the owner of the Burney Express route as well as any future rural services adopted in the Short Range Transit Plan and approved by the RABA Board with the Shasta County member consenting as approved in the JPA. Upon RABA Board approval, the Burney Express route would formally transfer to RABA by June 30, 2024.

In regard to the Beach Bus route, the appropriation of funds from SRTA in April 2023, the adoption of the RABA FY 2023-2024 budget in June 2023, the adoption of the Short Range Transit Plan in January 2024, the expansion of the Service Area as of May 1, 2024 and the assignment of the rural transit funding to RABA would allow for the continuation of this route on a seasonal, annual basis provided that the route meets the performance measures specified in the Short Range Transit Plan.

Within the next fiscal year, SRTA and RABA intend to develop a transitional plan to transfer ShastaConnect rural services which are funded by Transportation Development Act (TDA) Local Transportation Fund (LTF) and operated under contract by Dignity Health Connected Living (DHCL) thereby, as proposed, RABA would reobtain the designation of Consolidated Transportation Service Agency (CTSA), which it relinquished in 1996. This action would allow for cost containment of the demand response services provided by RABA and DHCL and ultimate consolidation of the two programs to reduce the number of vehicles operated as well as the amount of LTF needed to provide this important service to seniors and persons with disabilities. The MOU and the expansion of the Service Area would allow for this action to occur. It should be noted that this action has been adopted in the SRTA Long Range Transit Plan, the SRTA Coordinated Plan and the RABA Short Range Transit Plan as a future implementation activity upon concurrent approval of the RABA and SRTA Boards of Directors. Staff will return to the RABA Board for consideration sometime during FY 2025 for this action.

In July 2018, RABA, SRTA and Shasta County entered into a MOU for the purposes of ongoing transit planning and state/federal funding programming. With Shasta County no longer being designated as the rural transit operator and recent guidance provided by the FTA FY 24 Contractors Manual, a new MOU between RABA (as the transit operator), SRTA (as the Metropolitan Planning Organization) and Caltrans (as the designated recipient) in regard to the ongoing transit planning and state/federal funding programming for the Redding Urbanized Area only. It is envisioned that the MOU would remain the same, merely removing Shasta County and adding Caltrans as a signatory to the MOU.

Environmental Review

Staff has reviewed the project and determined that it is categorically exempt from review under the California Environmental Quality Act Guidelines, pursuant to Section 15301 – Existing Facilities. Class 1 exemptions include the operation, repair, maintenance, or minor alteration of existing public facilities or equipment with no expansion or negligible expansion of use. The Burney Express, Beach Bus and ShastaConnect services are all existing programs managed by Shasta County or Shasta Regional Transportation Agency. Implementation of the project will reduce vehicle miles travelled (VMT), increase mobility and access, and result in a negligible expansion of use. The project would operate within local agency right of way and these areas have no underlying value for sensitive environmental resources. The project has no potential to have a significant effect on the environment.

Attachments

^MOU Shasta County - RABA Rural Transit

^SRTA-RABA MOU

^Redding Urban Area Map

^NOE-Shasta County

**MEMORANDUM OF UNDERSTANDING BETWEEN THE REDDING AREA BUS
AUTHORITY AND COUNTY OF SHASTA REGARDING THE OPERATION AND
FUNDING OF RURAL TRANSIT SERVICES IN UNINCORPORATED SHASTA
COUNTY**

This Memorandum of Understanding ("MOU") regarding the operation and funding of rural transit in unincorporated Shasta County is entered into by and between the Redding Area Bus Authority, a joint powers authority ("RABA"), and the County of Shasta, a political subdivision of the State of California ("County"), on the terms and provisions set forth below.

RECITALS

WHEREAS, for the purpose of providing transit and transportation services within their respective jurisdictions, the County of Shasta, City of Anderson, City of Shasta Lake and City of Redding (the "Parties") are members of a joint powers authority ("JPA"), known as the Redding Area Bus Authority ("RABA"); and

WHEREAS, the current RABA joint exercise of powers agreement is the Amended and Restated Joint Exercise of Powers Agreement ("Agreement") dated December 16, 1997; and

WHEREAS, the JPA defines the area within which RABA shall provide transit service ("RABA Service Area"); and

WHEREAS, historically, the RABA Service Area only included the unincorporated urban areas directly adjacent to the cities of Anderson, Shasta Lake and Redding, and transit activities occurring in unincorporated areas outside of this area were defined as Rural Transit; and

WHEREAS, the County was responsible for Rural Transit and, as such, was designated as the Rural Transit Provider; and

WHEREAS, the County, in its role as Rural Transit Provider, entered into an intergovernmental agreement ("IGA") with RABA, outside of the JPA, to provide Rural Transit Services between Redding and Burney (the "Burney Express"), and

WHEREAS, the Parties executed the First Amendment to the Agreement on [FINAL DATE OF AMENDMENT] ("First Amendment"), redefining the RABA Service Area as the entirety of the incorporated and unincorporated areas within Shasta County; and

WHEREAS, with the First Amendment, Rural Transit Services are redefined as all transit services occurring within unincorporated Shasta County; and

WHEREAS, with the First Amendment, the County and RABA desire to designate RABA as the Rural Transit Provider, terminate the IGA, and convert the Burney Express from non-JPA provided service to JPA provided services ("Transfer of Service"); and

WHEREAS, the Parties intend that the effective date of the Transfer of Service shall be July 1, 2024 (“Effective Date”);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Incorporation of Recitals

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this MOU as if set forth in full.

2. Continued Provision of Service to County

Beginning on the Effective Date, the IGA shall be terminated and RABA shall become the Shasta County Rural Transit Provider under the terms and conditions as set forth in this MOU. As the Rural Transit Provider, RABA shall not reduce the levels of Rural Transit Services as established on July 1, 2024 unless approved by the RABA Board with consent from the County appointee to the RABA Board. The July 1, 2024 base level of service is defined as three (3) Burney Express round trips operating daily, Monday-Friday, between 5:00 a.m. and 8:00 p.m., and, seasonally, four to five round trips operating daily between Redding and Whiskeytown National Recreation Area, Thursday-Saturday, between 10:00 a.m. to 6:00 p.m. RABA shall be obligated to operate Rural Transit Services with available State and Federal funding allocated as set forth in Section 4 herein, together with fares collected.

(a) Routes, Service Boundaries and Hours of Operation

All proposed new Rural Transit Services shall be based off a Short Range Transit Plan adopted by the RABA Board, and the County appointee to the RABA Board shall consent to the proposed new Rural Transit Services.

(b) Fares

The fares for Rural Transit Services will be established by action of RABA Board. RABA shall keep all Rural Transit Service fares and shall provide County a list of Rural Transit Services fares. County shall have the ability to provide input related to the modification of the Rural Transit Service fare structure when changes are contemplated by RABA.

(c) Policies

The existing policies of the RABA transit service shall remain in full force and effect, including service being accessible to persons with disabilities as required by law.

3. RABA Oversight and Discretion; Short-Range Transit Plan

Except as set forth in Section 2 hereinabove, RABA, in accordance with those responsibilities designated by the RABA Board, shall have sole discretion in and sole responsibility for day-to-day management of Rural Transit Services, including but not limited to managing and altering service plans, routes, policies, schedules, fares, personnel matters, maintenance, repair and insuring all vehicles, and all other aspects of the Rural Transit Services. Such discretion and authority shall include determining which vehicles are utilized. RABA shall notify County at least 30 calendar days in advance of any changes made to the routes, schedules, service area, fares and terms and conditions of the Rural Transit Services.

RABA shall also be responsible for complying with all federal and state requirements, including reporting requirements, of the National Transit Database ("NTD"), California Department of Transportation ("Caltrans"), Federal Transit Administration ("FTA"), and Shasta Regional Transportation Agency ("SRTA").

RABA shall provide a monthly report on the performance of Rural Transit Services tracking ridership from the point of origin, revenue service hours, revenue service miles and any other information reasonably required by the County and shall submit the reports to the County no later than the 15th day of the month following service.

In accordance with the planning regulations established by SRTA, Caltrans and/or FTA, RABA in conjunction with SRTA shall prepare a Short Range Transit Plan. RABA shall work cooperatively with County to include County's comments in the Short Range Transit Plan as it relates to Rural Transit Services. RABA shall provide County with the final Short Range Transit Plan documents no later than 30 days from adoption by RABA Board.

4. Funding

All Rural Transit Services provided by RABA shall be pursued and funded through the use of FTA and the County's apportionment of California State Transit Assistance ("STA") or other State of California transit-only funding and shall not be entitled to pursue funding for Rural Transit Services through Local Transportation Fund ("LTF") monies allocated to County through the Transportation Development Act ("TDA"), unless agreed in writing by County. The County shall continue to retain the right to claim LTF Article 8 funds per Public Utilities Code (PUC), TDA Section 99402. In the event that FTA funding and the County's apportionment of STA monies are insufficient to fund Rural Transit Service, including any unmet Rural Transit needs identified by SRTA as "reasonable to meet" through its Unmet Transit Needs process, RABA shall consult with designated County Department of Public Works staff and SRTA on how to resolve the insufficient funding issue, including, but not limited to, trimming Rural Transit Services or utilizing other funding sources, including, if allowed by County, the County's LTF apportionment. Following consultation with RABA and SRTA, the County shall have the sole right to determine how to resolve all Rural Transit Service funding shortfalls.

Should County, in writing, consent to the use of County LTF funds by RABA, such funds shall be used exclusively for the purpose of operating Rural Transit Services based on established performance measures identified by SRTA and within the RABA Short Range Transit Plan.

Except as provided herein, RABA shall not be entitled to nor claim any further monies as compensation for services rendered pursuant to this MOU.

5. Transportation Development Act, Federal Transit Administration Requirements.

On the Effective Date, RABA assumes all liability and sole responsibility associated with being the Shasta County Rural Transit Provider, including, but not limited to: farebox recovery ratio requirements, FTA certifications and assurances and any other regulatory requirements necessary to be a transit operator. RABA further assumes sole responsibility for any disallowed costs that may result from an audit. RABA shall be subject to annual California Highway Patrol Certification requirements defined in Section 99251 of the PUC. Evidence of compliance with Section 99251 shall be provided to County by RABA within 30 days of completion of the inspection.

RABA shall be responsible for the California State Controller’s Transit Operator Financial Report and ensure compliance with the completion of TDA financial and performance audits by SRTA.

6. Audits and Compliance with Laws

RABA shall comply with all applicable federal, state, and local laws and regulations, including those associated with the TDA and FTA as they pertain to the provision of public transit service.

County, or its agents, shall have the right to monitor and audit all work performed under this MOU. County will notify RABA in writing within thirty (30) days of completion of any audit and of any potential exception(s) discovered during such examination.

7. Vehicles

Within 180 days of Effective Date, County shall transfer ownership of all county-owned Rural Transit vehicles to RABA. Such vehicles shall be used by RABA primarily to provide Rural Transit Services. RABA shall be responsible for ensuring that all such vehicles are insured, registered, repaired, and maintained in accordance with applicable laws and regulations and shall comply with all reporting and ownership obligations and conditions arising from their grant-funded purchase. Should this MOU be terminated pursuant to Section 15, and the County assume the role of Rural Transit Provider, RABA shall relinquish all of its vehicles used to provide Rural Transit Service to the County for continued use in providing Rural Transit Services. RABA may also utilize other vehicles within its fleet to operate Rural Transit Services.

As of the Effective Date, the county-owned Rural Transit vehicles are:

Vehicle Use	In Service	Vehicle #	VIN	License Plate #	Owner	Make or Manufacturer	Model	Mfr Yr	Acq Yr	Age	Rev Service Start Month	Rev Service Start Year	Condition	FYE 22 Mileage (06-30-23)	FTA UL (Yrs)	FTA UL Defined Age	FTA UL Remaining (Yrs)	Rev Service End Date	Under Warranty
Commuter Express	1	308	1FD0E4FSJKDC88977	1607222	Shasta County	Glaval	E450	2019	2020	4	10	2020	Good	71,692	5	2	3	(Ensure FTA UL Met Prior)	No
	1	309	1FD0E4FSJKDC66879	1609960	Shasta County	Glaval	E450	2019	2020	4	11	2020	Good	80,297	5	2	3	(Ensure FTA UL Met Prior)	No
	2	In-Service Total																	

8. Term

This MOU shall commence on July 1, 2024 (“Effective Date”), and shall continue in full force and effect as long as Rural Transit Services is provided by RABA on behalf of County or until the MOU is otherwise terminated as provided herein.

9. Administration

County designates its Assistant Public Works Director or designee to administer this MOU. RABA designates its Transit Manager or successor to administer this MOU.

10. Marketing

General, ongoing marketing activities regarding the provision of Rural Transit Services pursuant to this MOU, including promotional materials and printed schedules, will be developed by RABA. County shall display marketing materials about Rural Transit Services within its facilities in the unincorporated areas. County shall install bus stop signs within its jurisdictional boundaries as may be recommended by RABA and which are subsequently approved by the County for any fixed or flex route that RABA might operate in the County. RABA will ensure that Rural Transit Services is marketed to County residents and visitors efficiently.

11. Notice

Any notice or other communications to be given to either party under this MOU shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- (a) By electronic delivery or personal delivery, effective upon receipt by the addressee;
- (b) By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile; or
- (c) By certified mail, return receipt requested, upon receipt or refusal.

If to County: County of Shasta
Attn: Assistant Public Works Director
1855 Placer Street
Redding, CA 96001
Telephone: (530) 245-6596
FAX: (530) 245-
Email: jheath@co.shasta.ca.us

If to RABA: Redding Area Bus Authority
Attn: Transit Manager
777 Cypress Avenue
Redding, CA 96001
Telephone: (530) 245-7116
FAX: (530) 225-4325
Email: jandoh@rabaride.com

Either party may change its address or contact person by giving written notice to the other party.

12. Amendment

This MOU may be amended only by the written consent of RABA and the County. Said amendment(s) shall become effective only when in writing and fully executed by duly authorized representatives of the parties herein. The RABA Transit Manager or designee and County Public Works Director or designee are authorized to make amendments to this MOU.

13. Indemnification

To the fullest extent permitted by law, RABA shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this MOU by RABA, or by any of RABA's subcontractors, any person employed under RABA, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. RABA shall also, at RABA's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this MOU

by RABA, or any of RABA's subcontractors, any person employed under RABA, or under any subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this MOU. The Indemnification provisions are independent of, and shall not in any way be limited by, RABA's insurance coverage or lack of coverage, or by the insurance requirements of this MOU. County acknowledgement or approval of RABA's evidence of insurance coverage required by this MOU does not in any way relieve RABA from its obligations under this Section.

To the fullest extent permitted by law, County shall indemnify and hold harmless RABA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees and counsel retained by RABA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this MOU by County, or by any of County's subcontractors, any person employed under County, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of RABA. County shall also, at County's own expense, defend RABA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against RABA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this MOU by County, or any of County's subcontractors, any person employed under County, or under any subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this MOU. The Indemnification provisions are independent of, and shall not in any way be limited by, County's insurance coverage or lack of coverage, or by the insurance requirements of this MOU. RABA's acknowledgement or approval of County's evidence of insurance coverage required by this MOU does not in any way relieve RABA from its obligations under this Section.

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU.

14. Termination

A. Default: Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default. If the party does not cure the default within ten days of the date of notice, then the party shall be deemed to be in default. The time to cure a default may be extended in the discretion of the party giving notice and so long as that extension is in writing and executed by the party giving notice. Notice given under this section shall specify the alleged default and the applicable provision of the MOU to which it applies and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. Said notice shall not be deemed a termination of this MOU unless the party giving notice so elects in a subsequent written notice after the time to cure has expired.

B. Convenience: Either party may terminate this MOU for convenience by providing 90 calendar days notice to either party.

C. Bankruptcy/Ceasing to Perform: This MOU may be terminated by the County upon 24 hours notice in the case of bankruptcy, voluntary or involuntary, or insolvency of RABA. County may immediately on written notice terminate this MOU in the event RABA ceases to provide Rural Transit Service in accordance with the terms and conditions of this MOU.

D. Termination: Upon termination of this MOU, RABA shall return all County assets, including vehicles for use on Rural Transit Services pursuant to this MOU, and RABA shall relinquish any and all necessary files and unexpended funds allocated for Rural Transit Services.

15. Applicable Law; Venue

This MOU shall be construed in accordance with the law of the State of California, and venue for any action under this MOU shall be in Shasta County, Eastern Division, California.

16. Severability

If any provision of this MOU or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this MOU and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

17. Independent Entity/Liability

RABA is and shall be at all times, deemed independent and shall be wholly responsible for its acts and the acts of their employees, associates and RABAs in connection with this MOU.

19. Assignment

Neither this MOU, nor any part thereof may be assigned by RABA without the express written approval of County.

20. Entire MOU

This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties as it relates to the transfer of Rural Transit Services, and they incorporate or supersede all prior written or oral MOUs or understandings.

21. Joint Powers Agreement

Any conflicts between this MOU and the Agreement, the Agreement shall take precedence.

22. Authorized Signatures

The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year written above. This MOU shall become effective on the Effective Date.

REDDING AREA BUS AUTHORITY

Date: _____

ATTEST:

By: _____
SHARLENE TIPTON
RABA Clerk

APPROVED AS TO FORM:

By: _____
CHRISTIAN CURTIS
General Counsel

COUNTY OF SHASTA

Date: _____
KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ALAN B. COX
Acting County Counsel

RISK MANAGEMENT APPROVAL

By: _____

By: _____
James Johnson
Risk Manager III

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SHASTA REGIONAL TRANSPORTATION AGENCY
REDDING AREA BUS AUTHORITY
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS**

**FOR THE PURPOSE OF COORDINATION OF ONGOING TRANSIT PLANNING AND
PROGRAMMING OF STATE/FEDERAL FUNDS THAT SUPPORT
THE ONGOING AND FUTURE DEVELOPMENT OF TRANSIT SERVICES
IN THE REDDING URBANIZED AREA AND THE SHASTA REGION**

This Memorandum of Understanding (MOU) is entered into between the **SHASTA REGIONAL TRANSPORTATION AGENCY**, hereinafter, referred to as SRTA, the **REDDING AREA BUS AUTHORITY**, hereinafter referred to as RABA, and the **SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as County. SRTA, RABA, and County are hereinafter referred to collectively as the Parties, effective the last date of signature on the final page.

WITNESS THAT:

WHEREAS, RABA and County are public transportation operators that provide services in the Redding urbanized area and Shasta region, and are eligible to apply for and receive State, Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA) transit funding for capital, operating and planning assistance for the delivery of public mass transportation; and

WHEREAS, SRTA is the Regional Transportation Planning Agency and the Metropolitan Planning Organization (MPO) for the Shasta Region, directed by a duly comprised board of directors of elected officials responsible for carrying out federal guidelines, regulations, and statutes for planning and coordination; and

WHEREAS, the Fixing America's Surface Transportation Act, or "FAST Act", requires MPOs to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Federal Transportation Improvement Programs (FTIPs) for areas within the MPO, which are intended to further the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems to serve the mobility of people and freight and foster economic growth, as well as development within and throughout the MPO area—while minimizing transportation-related fuel consumption and air pollution; and

Attachment: ^SRTA-RABA MOU (4.7--Shasta County MOU)

WHEREAS, the FAST Act also requires MPOs to work cooperatively with public transit operators to implement performance-based planning and programming for areas within the MPO, which are intended to improve the safety of the nation's public transportation systems, ensure that those systems are in a state of good repair, and provide increased transparency into agencies' budgetary decision-making processes; and

WHEREAS, FTA 23 CFR Section 450.310, requires either an MOU or an overall (unified) planning work program between the MPO and all local authorities and transit operators receiving FTA funds to specify the procedures for carrying out transportation planning and fund programming; and

WHEREAS, FTA 23 CFR Section 450.314(h) requires the MPO(s), State(s), and the providers of public transportation to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO ([§ 450.306\(d\)](#)), and the collection of data for the State asset management plans for the National Highway System (NHS); and

WHEREAS, Parties will work cooperatively to establish a process and a set of guiding principles for the selection of transit projects to be included in the FTIP.

NOW, THEREFORE, in consideration of the mutual benefits to the transit operators and jurisdictions hereto, and in consideration of the covenants and conditions herein contained, Parties enter into the MOU:

SECTION 1: Cooperative Relationship

1.1 MOU Purpose and Intent

The purpose of this MOU is to:

- a) Set forth the basic structure for cooperative planning and decision making regarding transit planning and programming between Parties;
- b) Foster a cooperative and mutually beneficial working relationship for the provision of comprehensive, effective, and coordinated transit planning on behalf of the region's public mass transportation system;
- c) Identify the regional transit planning responsibilities, in coordination with the State of California, for programming federal funds within the SRTA FTIP;
- d) Codify the process for selection of transit projects and locally-acceptable methodology for federal funds in the Redding Urbanized Area (UZA) and Shasta region; and
- e) Ensure that federal transit funds are distributed in the Redding UZA and Shasta region in compliance with federal requirements.

The intent of this MOU is to:

- a) Articulate a transparent process for funding of transit projects with federal and state dollars in full accordance with federal and state regulations;
- b) Support implementation of a performance-based approach to transportation decision making;
- c) Foster economies of scale through assistance in the coordination of funding mutually beneficial capital projects, including shared transit facilities and bus purchase contracts;
- d) Provide for coordinated planning and foster coordinated services; and
- e) Utilize federal transit dollars to implement transit priorities identified in the SRTA's RTP/Sustainable Communities Strategy (SCS), RABA's Short Range Transit Plan (SRTP), and the Shasta County General Plan (if appropriate).

1.2 Social Services Transportation Advisory Committee Input

The Social Services Transportation Advisory Committee (SSTAC) is comprised of citizens and staff from various agencies and interests. RABA/County shall provide a staff liaison to the SSTAC. The committee's purpose is to advise the SRTA Board of Directors on issues relating to transit and to monitor and promote improvements to public transportation services for people traditionally under-represented and underserved.

1.3 Communication and Agreements

A critical component of coordination involves open and productive communication. SRTA is required to update the FTIP every even-numbered year and the RTP every four (4) years. Responsive communication between the Parties is imperative in order to meet this mandate.

Within the designated UZA and Shasta region, transit operators that meet the applicable federal requirements are eligible to apply for FTA and/or FHWA transit funding for capital, operating, and planning assistance for the delivery of public mass transportation under agreements made through an MOU between Parties consistent with FTA and FHWA requirements.

Annual Certification and Assurances Regarding FTA Grant Programs

By signing this agreement, RABA/County certifies to comply with the applicable Annual Certifications and Assurances for FTA Grant Programs, including the Urbanized Area Formula Program (Sections 5307 and 5339) or Rural Formula Program (Section 5311), published annually in the Federal Register. RABA/County shall provide a signed copy of the Annual Certifications and Assurances in FTA's Transit Award Management System (TrAMS) and make it accessible to SRTA.

Public Involvement

The federal regulations for metropolitan planning under the FAST Act are incorporated within SRTA's adopted Participation and Partnership Plan (Title VI). Federal law requires that the MPO work cooperatively with the state department of transportation and the regional transit operators to provide citizens, affected public agencies, users of public transit, federal land management agencies, and other interested transit operators and jurisdictions a reasonable opportunity to comment on proposed transportation plans and programs.

To receive an FTA grant, a grant applicant must meet certain public participation requirements in development of FTA programs. Per FTA Circular 9030.1E, Chapter V, FTA considers a grantee to have met the public participation requirements associated with the annual development of the Program of Projects (POP) when the grantee follows the public involvement process outlined in the FHWA/FTA planning regulations for the FTIP (see MOU Section 3.2). SRTA publishes a POP for FTIP actions involving FTA formula funds.

All SRTA public involvement efforts are consistent with Title VI of the Civil Rights Act and the Executive Order on Environmental Justice.

National Transit Database (NTD)

The NTD is the primary source for information and statistics on financial, operating and asset conditions of America's transit systems. Transit operators that receive FTA formula funding under the Urbanized Area Formula Program (Sections 5307 and 5339) or Rural Formula Program (Section 5311) are required to report information to the NTD annually.

RABA/County is required by statute and FTA guidance (FTA Circular C 9030.1 E Section VI-9) to provide a complete report to NTD of all transit operations. Financial information reported to the NTD must be reported in accordance with the Uniform System of Accounts.

1.4 Responsibilities

The Executive Director of SRTA, the Executive Officer of RABA, and the Director of County are the primary individuals responsible for ensuring compliance with the provisions specified in this MOU.

SECTION 2: Transit Planning

2.1 SRTA Planning Assistance

Upon request, or in order to maintain eligibility for federal funds, SRTA will assist in the development of transit planning documents produced by RABA/County. The type of assistance provided by SRTA will include, but not be limited to, the following:

- a) Obtain and analyze data from various sources to develop demographic, growth, and other useful assumptions for the purpose of transit development (e.g. trip generation tables, census information, maps);
- b) Assist in obtaining state and federal funds for projects consistent with SRTA's RTP/SCS, SRTA's FTIP (e.g. completing paperwork, facilitating FTIP/RTP amendments), RABA's SRTP, and County's General Plan (as appropriate);
- c) Provide a program and include projects in the FTIP/RTP or Overall Work Program (OWP) through which federal funds can be authorized for expenditure; and
- d) Support RABA/County to ensure compliance with FAST Act mandates.

2.2 RABA/County Planning Assistance

A final copy of all transit planning documents, including FTA Triennial Audits, NTD, and State Controller Reports, as well as transit asset management plans, State of Good Repair, and safety plans produced by RABA/County, will be provided to SRTA. This will assist SRTA in overall transit planning coordination as well as ensuring that FTA and FHWA transit funds are used in accordance with FTA and FHWA requirements.

2.3 Regional Planning (Regional Transit Coordination)

SRTA will provide a forum to foster partnerships and coordination in the development of public transit services throughout the Shasta region. Such services may include fare, transfer and pass policies, transit information, marketing, schedules, service coordination, data needed to meet periodic reporting requirements, and other required activities.

As part of its MPO role, SRTA will continue to ensure a continuing, cooperative and coordinated transportation planning process for the Shasta region. RABA/County's relationship to the regional and interregional transit network, is critical to the implementation of SRTA's RTP/SCS.

As the MPO, SRTA will also be responsible for the development of required regional planning documents for the Shasta region, such as the RTP/SCS. RABA/County will provide technical information during the development of these regional planning documents through the SRTA committee, and ad hoc committee, as applicable, structure.

2.4 Long Range Regional Transportation Plan

SRTA agrees to prepare, adopt and maintain as required, a long-range RTP. In accordance with the planning regulations and FTA and FHWA guidance, RABA/County will participate in the development of SRTA's RTP/SCS. The RTP/SCS will assess the transportation needs of the region and set forth improvements necessary to address those needs over a minimum twenty (20) year period. SRTA updates its RTP/SCS every four (4) years, consistent with federal and state guidelines.

In order to comply with the planning regulations and federal guidance for the development of the RTP/SCS, RABA/County will cooperate in providing information required to complete the RTP. Examples of the type of information required to be provided to SRTA by RABA/County include but is not limited to, the following:

- a) FTA Triennial Reviews;
- b) NTD and State Controller Reports;
- c) An overview of key performance measures of existing transit systems;
- d) Transit demand projections;
- e) Anticipated fleet replacement and expansion needs (e.g. Transit Asset Management Plan, Transit Asset Management Targets and Agency Safety Plans and targets);
- f) Anticipated equipment replacement and rehabilitation needs;
- g) Anticipated facility needs;
- h) System improvement strategies with time frames for action; and
- i) A financial plan, including expected revenues, planned expenditures, documentation of fiscal ability to operate and expand services and strategies to deal with potential funding support changes.
- j) Documentation of the public participation process used to develop the local inputs to the RTP/SCS.

2.5 Short-Range Transit Plan

In response to FTA and FHWA planning regulations and guidance, RABA/County will prepare SRTPs that set out transit planning and programming for the short-term (anticipated to be a ten-year period). If all projects in the SRTP have been completed, the SRTP will be updated every five years. These SRTPs will provide input for SRTA's preparation of the Transportation Improvement Program. The SRTPs will address unmet transit needs and service level sustainment, in addition to other agency-specific concerns.

SRTPs shall contain a list of projects for future FTA and FHWA transit funding, if applicable. The project list shall:

- a) Identify and describe the scope of the specific projects and services, which address ongoing and increased transit demands. These projects and services shall address short-term challenges and provide analysis of RABA/County's financial resources. The list shall also address the issues related to unmet needs that are reasonable to meet; and
- b) Identify the amount and type of federal and non-federal funds required to support the projects for each year represented in the Plan. In addition, the list shall identify anticipated discretionary funding estimates for the future FTIP and RTP.

Parties will work cooperatively in their effort to generate information needed to prepare SRTPs and future updates.

2.6 Air Quality

Shasta County is in attainment with respect to the Federal air quality standards. As such, the Shasta region is not subject to air quality conformity analyses and conformity determination findings for its FTIP and RTP/SCS.

2.7 Overall Work Program (OWP)

The OWP is a management tool and is developed to address the core planning functions, tasks, and products that SRTA will undertake to deliver each fiscal year. SRTA develops its annual work program in consultation with interested transit operators and local government agencies. Through a collaborative process with federal, state and local agencies, SRTA also seeks input on the OWP from the public on key issues facing the Shasta region.

Planning for the OWP is a continuous process. Each year, the draft OWP is provided to local, state and federal agencies for review. The draft OWP is presented to the SRTA Board of Directors typically in February and, upon approval, is sent to Caltrans and FHWA/FTA for review. The OWP is also posted on SRTA's website for public review. SRTA then responds to the comments received and the SRTA Board of Directors adopts the Final OWP, typically at its April Board of Directors meeting.

The Parties will coordinate during the preparation of each annual OWP on upcoming transit planning and programming activities. This includes the preparation of projects to be included in the OWP, which shall include, at a minimum, the following: project tasks, entities responsible for carrying out project tasks, project schedule, and a project budget, including estimated revenues by fund source and expenditures.

2.8 Performance Measures

Passage of the Moving Ahead for Progress in the Twenty-first Century Act (MAP-21) required FTA to develop a set of transit asset management performance measures and targets. FTA established a minimum set of standards that must be followed by all transit agencies that report to the NTD, per 49 USC 625. RABA/County shall comply with 49 USC 625, as amended, including the following activities:

- a. Development of a Transit Asset Management (TAM) Plan by October 1, 2018, that includes, at minimum, the following:
 - a. An inventory of assets;
 - b. A condition assessment of inventoried assets;
 - c. Description of a decision support tool; and
 - d. A prioritized list of investments.
- b. Updating the TAM Plan every four years;

- c. Set annual performance targets for each asset class included in the TAM Plan and report them to the NTD; and
- d. Provide final copies of each TAM plan and annual performance measure targets to SRTA for incorporation in SRTA's TIP/RTP.

It is assumed that the Parties will meet annually to discuss upcoming transit performance measure target setting, and that the Parties will meet every four years to discuss upcoming updates to the transit asset management plan, including any new rules, regulations or requirements set forth by federal and/or state agencies.

SECTION 3: Programming of Federal Funds

3.1 Federal Funds Locally-Accepted Methodology

FTA planning guidelines state that using a predetermined split of formula or programming funds in the UZA and Shasta region is not consistent with the goals of the metropolitan planning process. However, if there were to be more than one transit operator in the UZA, to sub-allocate FTA UZA Formula Grants (5307) and Bus and Bus Facilities (5339) Program funds SRTA, in cooperation and coordination with RABA/County, will develop a locally-acceptable methodology for the programming of Federal formula funds. This methodology will be revisited periodically through a comprehensive planning process and will include collaboration with all transit stakeholders in the UZA and Shasta region.

Notices of intent, publication of proposed projects, and public involvement and review shall be used to fulfill the public hearing requirements of 49 USC Section 5307, covering review and approval of FTA grant applications for FTIP/RTP projects.

3.2 Federal Transportation Improvement Program and Regional Transportation Plan Programming

RABA/County agree to use the locally-acceptable methodology developed in accordance with Section 3.1 of this MOU and the RABA SRTP for making programming decisions for applicable federal formula funds available for allocation within the UZA and Shasta region.

As part of the FTIP/RTP process, projects are programmed in the FTIP/RTP on behalf of all transit providers receiving federal funds. Following direct consultation with RABA/County, as well as all transit operators and member agencies, SRTA distributes notices of intent to develop or amend the FTIP/RTP, publishes the proposed program of projects to be adopted if the projects include FTA formula funds, and carries out a public involvement and review process for FTIP adoption or amendment, in compliance with 23 CFR 450.312 and 450.324, and SRTA's Participation and Partnership Plan (Title VI). Any transit operator or member agency seeking FTIP/RTP programming and subsequent grant approvals will provide SRTA with sufficient

project detail to convey understanding of the projects by all interested agencies and persons, meet FTA grant application requirements, and provide a clear linkage to FTIP/RTP project descriptions.

SRTA, RABA/County and all other transit operators affected by the UZA and Shasta region funding, shall annually consult to use the locally-developed process and recommended a prioritized list of projects for the allocation of federal funds that may be available for distribution from FTA and FHWA.

3.3 Applications for Transit Funding (FTA Grant Administration)

As the MPO, SRTA is responsible for programming federal formula funds allocated under FTA and identifying these funds in the FTIP. Participation in this MOU is required for the receipt of Federal FTA and/or FHWA funds, specifically the Urbanized Area Formula Program (Sections 5307 and 5339) or Rural Formula Program (Section 5311).

After completion of the locally-developed methodology, RABA/County will prepare applications to the FTA or FHWA for federal transit funding. Applications will be submitted to SRTA using the FTA TrAMS or another mutually agreed upon method. RABA will request application review by SRTA in advance of the FTA or FHWA grant execution to confirm accuracy and consistency with FTIP/RTP programming requirements and with the local SRTP and SRTA's RTP/SCS, as required by federal guidelines.

All Parties agree to work in good faith to develop consistent programming, documentation, and funding requests in a manner consistent with FTA or FHWA requirements.

SECTION 4: FTIP Project Monitoring & Maintenance

4.1 Progress Reporting

SRTA is responsible for tracking the overall progress of all projects in the FTIP/RTP and is required to produce an annual list of projects for which federal funds have been obligated in the preceding year, as well as ensure that it is made available for public review.

RABA/County will assist SRTA's efforts to track the overall progress of transit projects in the FTIP/RTP by providing basic access to the FTA TrAMS accounts. At a minimum, milestones/progress reports submitted to FTA and reviewed by SRTA shall contain all the information required in FTA Circular 5010.1D, as amended, for grant administration procedures. If specific questions are raised by FTA or SRTA that cannot be answered through review of the TrAMS documentation, RABA/County will, upon request, provide SRTA additional information. Examples of information that may be periodically requested may include the following:

- a) A classification of the projects by the individual categories, as identified in the FTIP/RTP;
- b) A documentation of the stage of project implementation;
- c) An explanation for any project delays if the project is behind schedule;
- d) The reasons for any cost overruns if the project is over budget;
- e) A status update on the amount of federal funding obligated, received, and used to support projects;
- f) Any identified needs for an FTIP/RTP amendment; and
- g) Project savings to be reverted, if any, at project completion.

4.2 FTIP/RTP Amendments

SRTA processes FTIP/RTP modifications and amendments periodically. Amendments may be needed to address issues such as funding shortfalls, delays in project implementation, and/or new projects, or new project funding, that need to be included in the FTIP/RTP.

RABA/County are responsible for notifying SRTA if there is a need to amend the FTIP/RTP. Formal amendments may typically require up to two months for processing and federal approval. SRTA processes FTIP/RTP amendments on an as-needed basis. For amendments, RABA/County shall make a formal request to SRTA for changes in project cost, scope, or schedule, and certain minor adjustments. Administrative modifications require the same written notification, but typically only require a few weeks for processing and approval.

SECTION 5: Additional Terms and Conditions of the MOU

5.1 MOU Amendments

This MOU may be amended by written consent of both Parties. Amendments must be approved by the SRTA and RABA Boards of Directors and County Board of Supervisors, unless such Boards have delegated authority to their respective Executive Director, Chief Executive Officer, or Director.

5.2 MOU Withdrawal; MOU Termination

Participation in the MOU may be terminated by either party hereto provided that the terminating party provides notice to the other party at least ninety (90) days prior to the date of termination. Termination or withdrawal by any party will result in the halt of certain activities which, in turn, may affect the selecting, funding, and grant application of state- and federally-funded transit projects. Termination or withdrawal does not relieve RABA/County from meeting or complying with state and federal mandates. Furthermore, a termination of withdrawal means that all Parties who are signatory to the MOU will need to meet and confer.

All Parties must determine how best to continue the purpose and intent of the MOU and confer and discuss how to implement a replacement MOU.

5.3 Notice

Any formal notice with regard to this MOU shall be in writing and either personally delivered or sent by First Class U.S. Mail, postage pre-paid, addressed as follows:

SRTA

Daniel S. Little
Executive Director
Shasta Regional Transportation Agency
1255 East Street, Suite 202
Redding, CA 96001

RABA

Chuck Aukland
Public Works Director
City of Redding
777 Cypress Avenue
Redding, CA 96001

Shasta County Department of Public Works

Patrick J. Minturn
Director
Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001

5.4 MOU Authorization

By our signature below, we certify that the respective Board of Directors have authorized entering into this Memorandum of Understanding on behalf of each agency, effective the last date of signature to this document.

Norma Comnick
Norma Comnick, Chair
Redding Area Bus Authority (RABA)

Date: 6/29/18

Susie Baugh
Susie Baugh, Chair
Shasta Regional Transportation Agency (SRTA)

Date: 7-12-18

LES BAUGH
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Date: 7/17/18

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: [Signature]
Deputy

Approved as to form:

By: B.E. DeWalt
BARRY E. DeWALT
General Counsel

Approved as to Form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton 7/12/18
David M. Yorton, Jr.
Senior Deputy County Counsel

Approved as to Form:

By: John Kenny
John Kenny
SRTA Legal Counsel

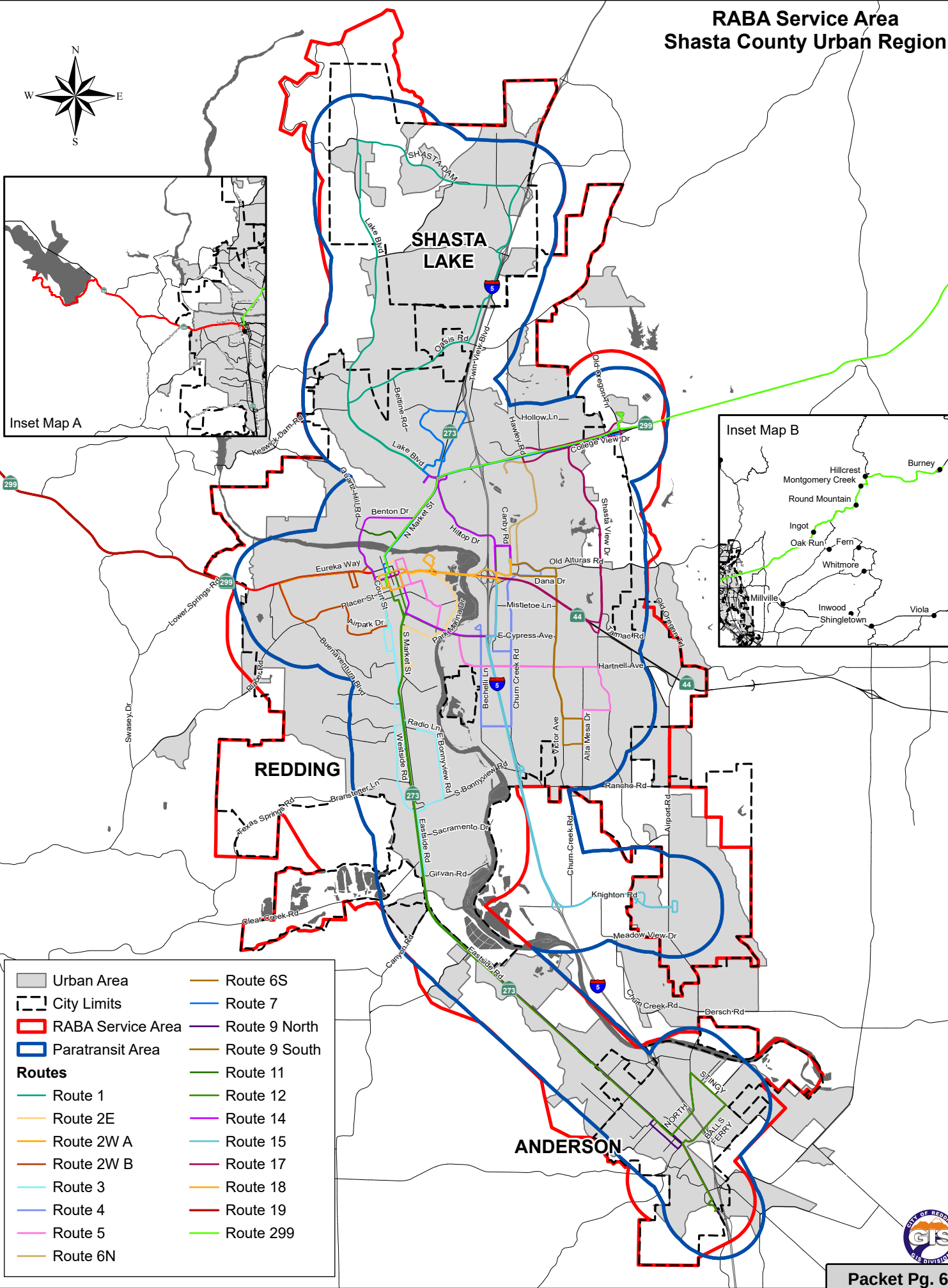
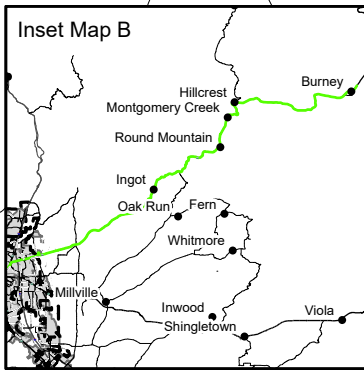
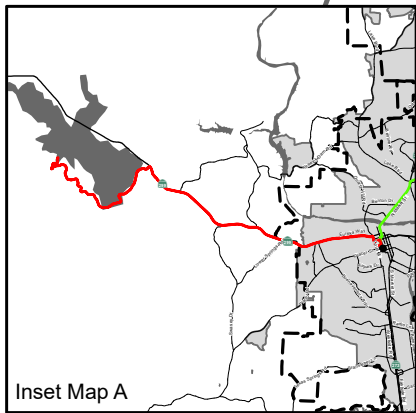
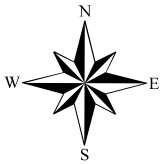
RISK MANAGEMENT APPROVAL

By: James Johnson 07/12/2018
James Johnson
Risk Management Analyst III

ATTEST:

Pamela Mize
PAMELA MIZE, City Clerk

**RABA Service Area
Shasta County Urban Region**



- | | |
|-------------------|---------------|
| Urban Area | Route 6S |
| City Limits | Route 7 |
| RABA Service Area | Route 9 North |
| Paratransit Area | Route 9 South |
| Routes | Route 11 |
| Route 1 | Route 12 |
| Route 2E | Route 14 |
| Route 2W A | Route 15 |
| Route 2W B | Route 17 |
| Route 3 | Route 18 |
| Route 4 | Route 19 |
| Route 5 | Route 299 |
| Route 6N | |

Attachment: ^Redding Urban Area Map (4.7--Shasta County MOU)



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Shasta

From: (Public Agency): Redding Area Bus Authority
777 Cypress Avenue
Redding, CA 96001

(Address)

Project Title: Memorandum of Understanding with Shasta County Regarding Rural Transit Services

Project Applicant: Redding Area Bus Authority

Project Location - Specific:

Shasta County unincorporated areas

Project Location - City: Unincorporated Shasta County Project Location - County: Shasta

Description of Nature, Purpose and Beneficiaries of Project:

Transfer the ownership of rural transit services administered by Shasta County to RABA.

Name of Public Agency Approving Project: Redding Area Bus Authority

Name of Person or Agency Carrying Out Project: John Andoh, Transit Manager

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 15301 - Existing Facilities

Reasons why project is exempt:

The Burney Express, Beach Bus and ShastaConnect services are all existing programs managed by Shasta County or Shasta Regional Transportation Agency and this action is to transfer these existing services to RABA. The overall Implementation of the project will reduce vehicle miles travelled (VMT), increase mobility and access, and result in a negligible expansion of use. The project would operate within local agency right of way and these areas have no underlying value for sensitive environmental resources. The project has no potential to have a significant effect on the environment.

Lead Agency

Contact Person: John Andoh Area Code/Telephone/Extension: (530) 245-7116

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 4/4/2024 Title: Transit Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment: ^NOE-Shasta County (4.7--Shasta County MOU)