

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR
OPERATION OF THE REDDING AREA BUS AUTHORITY

THIS AGREEMENT is entered into by and between the COUNTY OF SHASTA ("County"), the CITY OF REDDING ("Redding"), the CITY OF ANDERSON ("Anderson") and the CITY OF SHASTA LAKE ("Shasta Lake"), sometimes herein referred to collectively as the "participating agencies" or "parties".

RECITALS

WHEREAS, the parties desire to coordinate their efforts to provide public transportation services in Shasta County through a single public agency to the extent feasible; and

WHEREAS, to effect such coordination the parties wish to establish an authority to operate a public transit system serving the Cities of Redding, Anderson and Shasta Lake, and certain adjacent urbanizing areas in unincorporated areas of Shasta County (collectively to be referred to as the 'RABA Service Area'), pursuant to the Joint Exercise of Powers Act (commencing with Section 6500 of the Government Code); and

WHEREAS, by the formation of a new joint powers authority ("JPA") the cities of Anderson and Shasta Lake can formally join the City of Redding and Shasta County in governing the delivery of local public transportation services.

TERMS

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN the parties hereto as follows:



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A. Joint Powers Authority Creation. There is hereby created a separate public entity to be known as the Redding Area Bus Authority (herein "RABA").

B. Powers and Duties. RABA shall have the following powers and duties:

1. To adopt and implement fixed bus routes and demand-response services, and hours of operation for each, in those areas identified in Section D of this agreement as the "RABA Service Area".
2. Provide transit services outside the RABA Service Area as may be determined by separate service agreements with individual participating agencies.
3. To adopt and implement transit fares.
4. To prepare and submit applications for state and federal grant funds as may be appropriate.
5. To adopt an annual budget, and any revisions thereto.
6. To administer an annually proposed and adopted budget to finance RABA operations, and to finance the acquisition of buses and other real or personal property necessary for system operation and maintenance.
7. To obtain and maintain in force insurance against loss in the operation of the system, such insurance to name each party hereto as an additional insured.
8. To incur debts, liabilities or obligations. To the extent permitted under state law, and pursuant to provisions of Government Code Section 6508.1, the debts, liabilities and obligations of RABA shall be its own and shall not constitute the debts, liabilities and obligations of any of the member jurisdictions.

9. To acquire, construct, manage, maintain, or operate any building, works, or improvement and to acquire rolling stock and other capital facilities.

10. To acquire, hold, and dispose of real or personal property.

11. To sue and be sued in its own name.

12. To exercise the power of eminent domain.

13. To exercise all other powers and duties authorized by Government Code §6500 et seq., except as otherwise limited herein.

C. Governing Board Composition.

1. The RABA Board shall be composed of eight (8) members, each of whom shall be elected members of the Board of Supervisors or City Councils of the participating cities.

2. Membership on the RABA Board shall be apportioned between the County and the cities as follows: the City of Redding shall have five (5) members, and the County and Cities of Shasta Lake and Anderson shall each have one (1) member. In each case appointments to the RABA Board shall be made by the Board of Supervisors or city council of which the appointee is a member.

3. RABA Board appointees shall serve at the pleasure of their respective appointing authorities.

D. RABA Service Area.

1. The RABA Service Area shall be certain urbanized portions of Shasta County, including all areas within the cities of Redding, Anderson and Shasta Lake, and certain adjacent unincorporated areas, as more specifically shown on Exhibit "A", which is incorporated herein by reference.

2. The RABA Service Area boundary may be modified from time to time by the RABA Board, but only upon obtaining the formal consent of each party's governing board or council where there is a proposed change within its jurisdiction.

E. Staff and Legal Counsel.

1. The City of Redding shall provide staff assistance and legal counsel to the Authority.

2. The City of Redding Treasurer shall be the RABA Treasurer, and the City of Redding Finance Officer shall be the RABA Controller. RABA shall provide for an independent audit of all its books and accounts at least annually.

3. The reasonable cost of the above mentioned City of Redding services shall be deemed a cost of operation, and the City shall be reimbursed from RABA operating funds.

4. The Redding City Clerk shall be designated as the RABA agent authorized to accept service of process.

5. Notwithstanding any provisions of this agreement to the contrary, RABA's staff, legal counsel, treasurer and controller, and the official to be designated as its agent for service of process may be initially designated or subsequently changed by a simple majority vote of the RABA Board.

F. System Operation and Improvements.

1. Any public transportation system operated under this agreement shall be operated in the name of RABA and not the parties hereto.

2. RABA shall adopt all rules and regulations necessary for the operation of the system. RABA shall have authority to implement all traffic control measures necessary for operation

of the system, including, but not limited to, the location and placement of stops, benches, shelters and curb cuts after obtaining appropriate encroachment permit(s) from affected jurisdiction. Costs for these items will be considered a part of the system capital costs as determined appropriate by the RABA Governing Board.

3. Operating details and level of service decisions shall require the affirmative vote of a majority of the RABA Board members from each affected participating agency.

G. JPA Financing.

1. Pursuant to applicable Transportation Development Act ("TDA") statutes (commencing with Public Utilities Code Section 99200), each party is and shall continue to be a claimant jurisdiction which is entitled to receive TDA funds upon submittal of a proper claim to and approval thereof by the Shasta County Regional Transportation Planning Agency ("RTPA"). However, to effect the objectives of this agreement, and as a matter of administrative convenience, each participating agency hereby authorizes RABA to serve as its agent for the purpose of claiming and receiving allocations for that portion of its TDA apportionment attributable to the RABA service area.

2. In exercising its powers RABA shall proceed in a way that results in system operation based on the RTPA funding formula then in effect. Interest accrued on idle RABA funds shall remain in its entirety with RABA or if the RABA Board determines there is an excess of funds, the distribution of the funds shall be in proportion to the financial contribution of each one of the parties to this agreement.

3. The parties intend that the claimed TDA funds will be used by RABA to generate federal and state matching grant funds for the public transportation system contemplated

herein as may be available such that no local funds will be required, unless an individual participant agency wishes to further enhance transit services within its jurisdiction by utilizing other available fund.

H. Termination and Withdrawal.

1. This agreement may be terminated by the agreement of all parties.
2. Upon termination of the JPA, if all assets and obligations shall be sold and the proceeds distributed to the parties on the basis of population (i.e., that portion of the entire service area population residing within each participating jurisdiction) at the time of termination, except that the Cities of Shasta Lake and Anderson shall be entitled to a portion of the proceeds only upon having been a JPA member for at least five years. Where the asset can be determined to have been purchased by an individual agency, the distribution of the asset shall be to said agency.
3. Any party may withdraw as a participating agency in the JPA upon twelve months advance written notice of such intent.
4. Following the withdrawal of a party from the JPA, the remaining parties shall pay to the withdrawing party the fair market value of its local share RABA interest (i.e., that portion of the withdrawing party's interest not funded or purchased with special funding sources including state and federal funds) based on the population formula set forth in paragraph G.2. Provided, however, that the fair market value of any portion of the system within the withdrawing party's service area that is continued in operation at the sole election of the remaining parties shall not be included in the local share distribution to the withdrawing party. Such a payment may, at the option of the remaining parties, be paid in no more than ten (10) equal annual installments with accrued interest at the then existing legal rate.

J. Effect on Prior Agreements.

1. This agreement shall amend and supersede any prior agreements between the City of Redding and the County concerning the provision of public transportation services through creation of a joint powers authority, including that dated June 4, 1985, as amended on February 19, 1991, except as otherwise provided herein.

2. The assets, liabilities, rights, duties and obligations of RABA, as previously formed, governed and administered by prior agreement between the County and Redding, shall be fully transferred to and accepted by the joint powers authority herein established.

K. Effective Date.

This agreement shall be effective on December 16, 1997, and shall continue in full force and effect until terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have authorized their representatives to execute this document this 9th day of December, 1997.

ATTEST:
CAROLYN TAYLOR
Clerk of the Board of Supervisors

COUNTY OF SHASTA

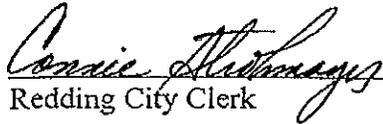
Lynn Cereghino
By Deputy

Richard Dickerson Dec. 9, 1997
RICHARD DICKERSON, Chairman
Board of Supervisors, County of Shasta
State of California

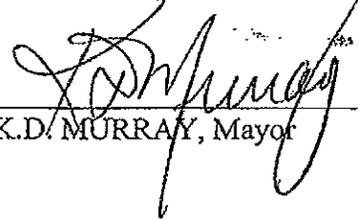
APPROVED AS TO FORM:
KAREN KEATING JAHR

Karen Keating Jahr
County Counsel

ATTEST:


Redding City Clerk

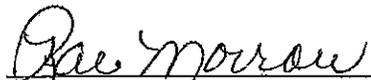
CITY OF REDDING


K.D. MURRAY, Mayor

APPROVED AS TO FORM:


LEONARD WINGATE
City Attorney

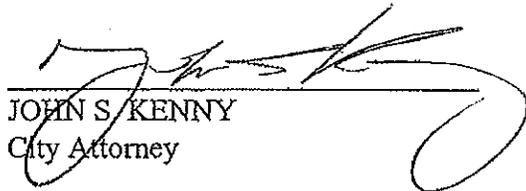
ATTEST:


Shasta Lake City Clerk

CITY OF SHASTA LAKE


LINDA FRANK, Mayor

APPROVED AS TO FORM:


JOHN S. KENNY
City Attorney

ATTEST:


MICHAEL FITZPATRICK
City Attorney

CITY OF ANDERSON


NORMA CONNICK, Mayor