

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF LOMPOC, IN ITS CAPACITY AS CITY OF LOMPOC TRANSIT (COLT)
REGARDING PUBLIC TRANSIT PLANNING AND PROGRAMMING

This Memorandum of Understanding (MOU) is made by and between the Santa Barbara County Association of Governments (SBCAG) and the City of Lompoc, in its capacity as City of Lompoc Transit (COLT), referred to herein as OPERATOR, and, collectively referred to herein as AGENCIES.

WHEREAS, SBCAG has been designated by the Governor as the Metropolitan Planning Organization (MPO) for Santa Barbara County pursuant to 23 U.S. Code (USC) section 134 and Title 23, Code of Federal Regulations (CFR) section 450.104, and is the Regional Transportation Planning Agency (RTPA) for Santa Barbara County recognized under California Government Code section 29532; and

WHEREAS, 23 USC section 134 and 49 USC section 5303 require SBCAG as an MPO to prepare and adopt a long-range Regional Transportation Plan (RTP) for the region; and

WHEREAS, Section 65080 of the California Government Code requires the preparation and adoption of a regional transportation plan by regional transportation planning agencies; and

WHEREAS, pursuant to Title 23 of the CFR section 450.314(a), the MPO and the providers of public transportation shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements; and

WHEREAS, pursuant to Title 23 of the CFR section 450.314(a), the written agreement shall include specific provisions for the development of financial plans that support the metropolitan transportation plan (see § 450.324; referred to as the Overall Work Program) and the metropolitan TIP (see § 450.326; referred to as the Federal Transportation Improvement Program), and development of the annual listing of obligated projects (see § 450.334; referred to as the Program of Projects); and

WHEREAS, pursuant to Title 23 of the CFR section 450.314(h), the MPO and the providers of public transportation shall 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 and the collection of data for the State asset management plan for the NHS; and

WHEREAS, Title 23 of the CFR section 450.318 allows an MPO and/or public transportation operator to undertake a multimodal, systems-level corridor or subarea planning study as part of the metropolitan transportation planning process. To the extent practicable, development of these transportation planning studies shall involve consultation with, or joint efforts among, the MPO, State, and/or public transportation operator(s). The results or decisions of these transportation planning studies may be used as part of the overall project development process; and

WHEREAS, OPERATOR is the provider of publicly owned transit system serving the City of Lompoc; and

WHEREAS, SBCAG and OPERATOR desire to establish the basic structure for a cooperative metropolitan transportation planning process pursuant to Title 23, CFR, Part 450.

IT IS THEREFORE MUTUALLY AGREED:

1. LIMITATION OF STATUTORY CONSTRUCTION

Nothing in this agreement shall be construed to interfere with the independent authority regarding local planning and programming, under State law in effect on the date of the enactment of Section 134 of Title 23 USC of 1962, or with a public agency's multimodal transportation responsibilities to develop:

- a. Plans and programs for adoption by a metropolitan planning organization; and
- b. Long-range capital plans, coordinated transit services and projects, and activities pursuant to State law.

2. AREA WIDE TRANSIT COORDINATION

SBCAG and OPERATOR agree to work cooperatively with each other and with other public and private transit providers, and local governmental agencies to ensure the provision of coordinated, cost-effective, area-wide transit services. Such coordination includes, to the extent feasible and subject to action by governing bodies: fares; operating service agreements; pass policies; transit information and marketing; schedule and service coordination; capital needs; shared support facilities; data needs to meet periodic reporting requirements; and other activities as agreed upon by the parties.

3. PLANNING

SBCAG and OPERATOR shall coordinate, to the extent feasible, planning efforts and studies as required by state and federal law. This coordination shall include but not be limited to:

- A. Overall Work Program. In accordance with state and federal requirements, SBCAG annually prepares, adopts, and updates an Overall Work Program (OWP) describing regional planning activities. The OWP relates to regionally significant planning activities of the State, transit operators, local governments, and SBCAG in an integrated, comprehensive program document. SBCAG shall maintain sole discretion to prepare,

adopt, and make updates to the OWP. OPERATOR agrees to annually prepare a list of regionally significant transit related planning studies for the future fiscal year to be completed by the OPERATOR that may be incorporated into the OWP.

- B. Short-Range Transit Plan(s). OPERATOR agrees to prepare, adopt, and maintain a Short-Range Transit Plan, as required by law. This document will provide the planning basis for transit capital and operating projects submitted by OPERATOR to SBCAG for potential inclusion in the Federal and Regional Transportation Improvement Programs (FTIP and RTIP).
- C. Regional Transportation Plan. To comply with 23 USC 134, 23 CFR Part 450, SBCAG will prepare a Regional Transportation Plan which also meets the requirements of California Government Code Sections 65080 et seq. and the California Transportation Commission's (CTC) Regional Transportation Planning Guidelines, hereinafter referred to as RTP. SBCAG agrees to consult OPERATOR's most recent Short-Range Transit Plan as the basis for the short-range transit and paratransit components of the RTP impacting OPERATOR's corridor or subarea. SBCAG will consult OPERATOR's short-term assumptions as a starting point to project long-range transit conditions impacting OPERATOR's corridor or subarea. The RTP will be directed at achieving a coordinated and balanced regional transportation system. The RTP, updated every 4 years, is developed with the cooperation and participation of all affected or interested agencies, including OPERATOR, air quality agencies, Caltrans, the public and private sectors and similar agencies from adjacent counties.

Any RTP provision proposed to achieve a coordinated regional transit system that necessitates amendment to an OPERATOR's Short-Range Transit Plan will be identified and referred to the OPERATOR for consideration prior to adoption or amendment to the RTP. OPERATOR may choose to amend its Short-Range Transit Plan to achieve consistency with proposed RTP provisions, consistent with the intent of this section, or not pursue said amendment.

4. PROGRAMMING

SBCAG and OPERATOR shall coordinate, to the extent feasible, programming efforts and studies as required by state and federal law. This coordination shall include but not be limited to:

- A. Programming Criteria. SBCAG and the OPERATOR will develop criteria to establish priorities for urban transit funding impacting OPERATOR's corridor or subarea.
 - i. Transit Fund Programming. Federal funds flow to the MPO and the State. This programming covers the allocation of the Urbanized Area funds (Section 5307), the Capital Section 5339 funds and other Federal discretionary programs, as they may become available to the region. Such federal fund's programming for the Lompoc Urbanized Area will be performed in cooperation with SBCAG, serving as the Metropolitan Planning Organization.
 - ii. Program of Projects (POP). OPERATOR and SBCAG will collaborate in the development program of projects applicable to the OPERATOR's service area.

B. OPERATOR:

OPERATOR develops the program of projects based on the regional Program of Projects process approved by the SBCAG Board of Directors. On a 3-year programming calendar, involving the OPERATOR and SBCAG and their advisory bodies, the following assignments in developing the Program of Projects (POP), using urbanized area Federal funds per most recent apportionment or as derived from historical levels. The planning estimate for the three-year program of projects will be based on FTA's publication of the annual apportionment.

C. SBCAG:

SBCAG will adhere to the regional Program of Project process approved by the SBCAG Board of Directors. This process includes, publishing public hearing notices at least 3 weeks ahead of the Transportation Technical Advisory Committee and the SBCAG Board meetings in which the Program of Projects is considered. Hearing notices are published in local print media and on SBCAG's website. The process is designed to ensure adequate geographical coverage for the proposed projects. The approach will adhere to the most recent policies of the SBCAG Public Participation Plan. In addition, if applicable, all notices will be published on behalf of a designated Federal Transit Administration grantee (OPERATOR) for the FTA Section 5307, FTA Section 5339, and other pertinent FTA programs per the FTA national guidelines on public participation and public noticing.

Per formal action by the SBCAG Board, SBCAG may amend the FTIP with the final version of the 3-year Program of Projects. Upon such SBCAG Board action, SBCAG provide the OPERATOR notice of the status of the formal state and federal FTIP amendment approvals, both by forwarding those electronically upon receipt and their timely posting for easy downloading from the SBCAG website.

D. Regional and Federal Transportation Improvement Programs.

SBCAG is responsible for the periodic development, endorsement, and amendment of both a Regional Transportation Improvement Program (RTIP) and a Federal Transportation Improvement Program (FTIP), pursuant to state and federal requirements, respectively.

- i. SBCAG agrees that the RTIP/FTIP will be prepared cooperatively on a fair and equitable basis and upon consultation with OPERATOR and all public agencies eligible to receive project funding. This cooperative effort will prioritize projects to maintain local service levels over regional and service expansion, whenever annual transit needs for scarce funding outstrip the available funding levels.
- ii. The OPERATOR will cooperate with SBCAG in providing the status of federal funds from the previous federal fiscal year.
- iii. SBCAG agrees to include in the RTIP/FTIP projects recommended by OPERATOR which relate to FTA Section 5307, FTA Section 5339, and other FTA funds that may become available, subject to provisions of this MOU, and subject to a finding by SBCAG of consistency with adopted, short-range transit plans and the Regional Transportation Plan.

5. PERFORMANCE BASED PROGRAMMING AND PLANNING

MPO(s), State(s), and providers of public transportation are required by 23 CFR section 450.314(a) to cooperatively determine their mutual responsibilities in carrying out the performance-based planning and programming requirements established by federal law.

23 CFR section 450.314(h)(1) requires that “The MPO(s), State(s), and providers of public transportation shall jointly agree upon and develop specific written procedures 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 achievement of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).”

6. TRANSIT ASSET MANAGEMENT, TRANSIT SAFETY

A. OPERATOR:

i. Transit Asset Management

- a. OPERATOR agrees to annually develop a Transit Asset Management (TAM) plan.

TAM plans must include at a minimum an asset inventory, condition assessments of inventoried assets, and a prioritized list of investments to improve the state of good repair of their capital assets.

- b. OPERATOR agrees to annually update the National Transit Database (NTD).

ii. Safety Performance Target

- a. OPERATOR agrees to annually establish by mode seven safety performance targets in four categories and submit those safety performance measures to SBCAG.

1. Fatalities: Total number of fatalities report to NTD and rate per total vehicle revenue miles (VRM) by mode.

2. Injuries: Total number of injuries reported to NTD and rate per total VRM by mode.

3. Safety Events: Total number of safety events reported to NTD and rate per total VRM by mode.

4. System Reliability: Mean distance between major mechanical failures by mode.

- b. OPERATOR agrees to coordinate with SBCAG in the selection of the MPO regional safety performance targets that will impact OPERATOR, to the maximum extent practical.

B. SBCAG:

iii. Transit Asset Management

- a. SBCAG agrees to serve as a forum for the region’s transit providers to coordinate in setting transit asset management targets.

- b. SBCAG agrees to coordinate with OPERATOR and other regional transit providers in setting regional transit asset management targets.
 - c. SBCAG agrees to incorporate transit asset management into long-range planning and programming activities, at SBCAG's sole discretion.
 - d. SBCAG agrees to satisfy transit asset management requirements as directed by the Federal Transit Administration or the California Department of Transportation.
- iv. Safety Performance Target
- a. SBCAG agrees to serve as a forum for the region's transit providers to coordinate in setting safety performance targets.
 - b. SBCAG agrees to coordinate with OPERATOR and other regional transit providers in setting regional safety performance targets.
 - c. SBCAG agrees to incorporate safety performance targets into long-range planning and programming activities, at SBCAG's sole discretion.
 - d. SBCAG agrees to satisfy safety performance target requirements as directed by the Federal Transit Administration or the California Department of Transportation.

7. COOPERATION

The parties to this MOU pledge full cooperation.

8. TERMINATION

Either party to this MOU may terminate its participation in this MOU upon 30-day notice through a resolution of its governing board.

9. DESIGNATED REPRESENTATIVES

Marjie Kirn at phone number 805-961-8900 is the representative of SBCAG and will administer this MOU for and on behalf of SBCAG. Richard Fernbaugh at phone number 805-875-8268 is the authorized representative for OPERATOR. Changes in designated representatives shall be made only after advance written notice to the other party.

10. NOTICES

Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To SBCAG: Santa Barbara County Association of Governments
 260 North San Antonio Road, Suite B
 Santa Barbara, CA 93110
 Attention: Marjie Kirn, Executive Director

To OPERATOR: City of Lompoc
 100 Civic Center Plaza

Lompoc, CA 93436

Attention: Richard Fernbaugh, Transportation Administrator

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

11. TERM

This MOU shall begin on July 21, 2022 and end on July 31, 2027. The period of performance may be extended by written agreement of all parties. The parties agree to periodically review and update the MOU, as appropriate, to reflect effective changes. (23 CFR § 450.314(b).)

12. RECORDS, AUDIT, AND REVIEW

OPERATOR shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of OPERATOR's profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during OPERATOR's regular business hours or upon reasonable notice.

13. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this MOU.

14. NONDISCRIMINATION

The Parties shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49 of the CFR, Part 21 through Appendix C and 23 CFR section 710.405(b).

15. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

16. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

18. NO WAIVER OF DEFAULT

No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU shall be exercised from time to time and as often as may be deemed necessary.

19. ENTIRE MOU AND AMENDMENT

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

20. COMPLIANCE WITH LAW

Each party, at its sole cost and expense, shall comply with all Federal and State statutes, regulations, and guidelines, now in force or which may hereafter be in force with regard to this MOU.

21. CALIFORNIA LAW AND JURISDICTION

This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in State court, or in the

federal district court nearest to Santa Barbara County, if in federal court.

22. EXECUTION OF COUNTERPARTS

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. AUTHORITY

All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, OPERATOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which OPERATOR is obligated, which breach would have a material effect hereon.

24. SURVIVAL

All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

25. IMMATERIAL AMENDMENTS

The parties agree that immaterial changes to the MOU such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the MOU may be authorized by SBCAG's Executive Director, or designee, in writing, and in accordance with Section 20.

[This area intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective on the date when fully executed by both parties.

OPERATOR:
City of Lompoc

SANTA BARBARA COUNTY ASSOCIATION OF
GOVERNMENTS:

By: _____
Dean Albro
City Manager

By: _____
Das Williams
Chairperson
Board of Directors

Date: _____

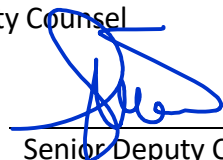
APPROVED AS TO FORM:
Jeff Malawy
City Attorney

Marjie Kirn
SBCAG Executive Director
Clerk of the Board

By: _____
City Attorney

By: _____
Deputy Clerk

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By:  _____
Senior Deputy County Counsel
Counsel for SBCAG