

## **Fare Promotion Reimbursement Agreement for Transit Providers**

### **AGREEMENT BETWEEN THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG) AND THE CITY OF LOMPOC**

This Agreement is entered into by and between the Santa Barbara County Association of Governments (SBCAG), and the City of Lompoc Transit operated by the City of Lompoc (Provider) herein referred to individually as Party, collectively as Parties.

**WHEREAS**, SBCAG provides regional planning and coordination between multiple public transit agencies operating in Santa Barbara County; and,

**WHEREAS**, the Parties desire to raise awareness of public transit availability and incentivize increased utilization of services countywide by offering free or reduced fares through coordinated promotional activities; and,

**WHEREAS**, the Parties seek to memorialize the reimbursement for participation in such coordinated promotional activities.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties agree as follows:

#### **1. Purpose**

The purpose of this Agreement is for the SBCAG to cooperatively provide reimbursement for the allowance of transit passengers to ride free or at a reduced rate during SBCAG-coordinated Fare Promotions.

#### **2. Term**

The term of this Agreement shall commence as of the date of execution by all Parties and shall end no later than June 30, 2029, unless earlier terminated.

#### **3. Performance Work Statement**

- A. The Performance Work Statement for this Agreement will be implemented via written Fare Promotion Exhibits that will be individually authorized by each Party and attached hereto and incorporated herein by reference. (collectively referred to herein as "program"). SBCAG's Executive Director is authorized to execute these binding Fare Promotion Exhibits. To participate in a Fare Promotion, Provider will be required to agree to each promotion's program rules, eligibility criteria, length of time, and any additional terms that may be required by the specific funding used for the promotion.

- B. **Fare Promotions.** Fare Promotions are coordinated activities to intentionally waive or reduce transit passenger fares to promote an increase in transit ridership and raise awareness of transit services. Program rules will be developed for each Fare Promotion, which at a minimum shall include the prescribed purpose, rules for transit passenger eligibility and participation, and the period of time the Fare Promotion is available to the public.
- C. **Fare Promotion Representatives.** Provider shall assign a designated representative for the purpose of planning and coordinating Fare Promotions with SBCAG. The SBCAG Fare Promotion Representative shall be Aaron Bonfilio, Director of Multimodal Programs.
- D. **Planning and Coordination.** SBCAG shall prepare upcoming Fare Promotions for Provider's consideration no less than 30-days prior to a given Fare Promotion. Provider will coordinate with SBCAG to finalize program rules, passenger eligibility criteria and program length. Provider's participation is not required in every Fare Promotion that SBCAG will offer.
- E. **Fare Collection.** Eligible passengers shall provide the transit vehicle operator (driver) or the Provider, as may be applicable and determined by Provider, the appropriate proof of eligibility and/or fare payment based on Fare Promotion rules. Subject to Provider's oversight, policies, procedures, or other written instruments, Provider may require its transit vehicle operator to receive passengers proof of eligibility and/or necessary fare payment. Provider must record the number of participating passengers and may do so by using onboard farebox systems or manual driver tally sheets.

#### 4. **Funding and Reimbursement**

- A. Provider will submit a valid invoice. To be valid the invoice must include an accounting listing the number of participating transit passenger boardings by rider category and total amount due no more than once a month to the SBCAG. As backup Provider shall attach the corresponding driver tally sheets, OR, original and untampered farebox system reports for the Fare Promotion period that accurately reflects the number of times valid boardings by route and rider category were recorded.
- B. Upon receipt of a valid invoice, SBCAG will reimburse Provider at a rate of their current single-trip cash fare for the associated rider category according to the Fare Promotion program rules. SBCAG will provide the reimbursement within thirty days following acceptance of the valid invoice.

C. SBCAG’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SBCAG’s right to require Provider to correct work or billings or seek any other legal remedy.

D. **Funding Limitation.** SBCAG anticipates the following funding amounts for Fare Promotions’ will be available among **all** Providers participating in the program:

- i. SBCAG FY 2025-2026 \$50,000
- ii. SBCAG FY 2026-2027 \$50,000
- iii. SBCAG FY 2027-2028 \$0
- iv. SBCAG FY 2028-2029 \$0

Nothing in this Agreement allows the total aggregated amounts of the FY’s above (\$100,000) to be exceeded. SBCAG’s Executive Director may shift funding between FY’s if allowed by the funding stream and if deemed appropriate. If SBCAG anticipates funding will not be available it will promptly notify Provider.

**5. No Third Parties of Interest**

This Agreement is for the sole benefit of the Parties hereto and no third party, individual, organization, group, firm, or other entity shall have any claim for benefits hereunder.

**6. Points of Contact & Notices**

Any notice or consent required or permitted to be given under this Agreement shall be given to the primary point of contact in writing, by first-class mail, postage prepaid, or otherwise delivered. Notices or consents provided by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This section shall not be construed as meaning that Parties agree to service of process except as required by applicable law.

<b>Parties</b>	<b>Contact Individual and Information</b>
SBCAG	Aaron Bonfilio Director of Multimodal Programs 260 North San Antonio Road, Suite B Santa Barbara, CA 93110 <a href="mailto:abonfilio@sbcag.org">abonfilio@sbcag.org</a>
Provider	Wayne Wilks Transit/Airport Analyst 100 Civic Center Plaza Lompoc, CA 93436 <a href="mailto:w_wilks@ci.lompoc.ca.us">w_wilks@ci.lompoc.ca.us</a>

## **7. 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 Agreement. 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 Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

## **8. Insurance.**

- A. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
  
- B. **Notification of Accidents.** Parties shall notify the other Party immediately in the event of any accident or injury arising out of or in connection with this Agreement.

## **9. Non-Partnership.**

This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein.

## **10. Agreement and Amendments**

In conjunction with the matters considered herein, this Agreement contains the entire understanding 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 Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties and by no other means. Each Party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**11. Debarment and Suspension**

Provider certifies to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. Provider certifies that it shall not contract with a contractor to participate in this program that is so debarred or suspended.

**12. Conflict of Interest**

The Parties covenant that they presently have no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider agrees to promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG in writing.

**13. Records, Audit and Review**

The Parties shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of its profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. The Parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) the Parties shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). The Parties shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, Provider shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a

reasonable hourly Agreement for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, Provider shall reimburse the Agreement of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

#### **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, Code of Federal Regulations (CFR), Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the Parties, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** The Parties shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination.** The Parties or contractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Parties shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SBCAG deems appropriate. Provider, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The Parties shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulations, section 21.5, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Contractors including Procurement of Materials and Equipment.** If applicable, in all solicitations either by competitive bidding or negotiations made by Provider to be performed under this Agreement, including procurement of materials or leases of equipment, each potential contractor or supplier shall be notified by Provider of the obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall

permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance.** In the event of noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments under this Agreement until Provider complies, and/or
  - ii. Cancellation, termination or suspension of the Agreement in whole or in part.

## 15. Termination

- A. **For Convenience.** Either Party may terminate this Agreement in whole or in part upon thirty (30) days written notice.
- B. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SBCAG will notify Provider of such occurrence and SBCAG may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.
- C. **For Cause.** Should Provider default in the performance of this Agreement or materially breach any of its provisions, SBCAG may, at SBCAG's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Provider shall immediately discontinue all program work affected (unless the notice directs otherwise) and notify SBCAG as to the status of its performance. The date of termination shall be the date the notice is received by Provider unless the notice directs otherwise.
- D. **Upon termination,** Provider shall deliver to SBCAG all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Provider in performing this Agreement,

whether completed or in process, except such items as SBCAG may, by written permission, permit Provider to retain. Notwithstanding any other payment provision of this Agreement, SBCAG shall reimburse Provider for valid invoices to the date of termination. In no event shall Provider be paid an amount in excess of the full amount under this Agreement. The foregoing is cumulative and shall not affect any right or remedy which SBCAG may have in law or equity.

**16. 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.

**17. 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**18. Remedies Not Exclusive**

No remedy herein conferred upon or reserved 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.

**19. No Waiver of Default**

No delay or omission of any of the Parties 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 Agreement shall be exercised from time to time and as often as may be deemed expedient.

**20. Successors and Assigns**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**21. Compliance with Law**

The Parties shall, at their sole cost and expense, comply with all SBCAG, Local, State, and Federal ordinances, statutes, and regulations now in force or which may hereafter be in force with regard to this Agreement. Applicable federal laws may include but are not limited to Title 2, Code of Federal Regulations (CFR), Part 200.

**22. California Law and Jurisdiction**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement 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.

**23. Counterparts**

This Agreement 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.

**24. Authority**

All signatories and Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with.

**25. Survival**

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

**26. Precedence**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

**27. Administrative Amendments**

The SBCAG Executive Director, or designee, is authorized to make immaterial amendments to the Agreement such as updating the Designated Representative, updating addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total Agreement amount, in accordance with Section 10 and upon review and concurrence by legal counsel.

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

**CITY OF LOMPOC**

**SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS**

\_\_\_\_\_

Dean Albro

City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeff Malawy, City Attorney

\_\_\_\_\_

Marjie Kirn

Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

\_\_\_\_\_

Senior Deputy County Counsel

**Fare Promotion – Exhibit 1**

Title: City of Lompoc Transit (COLT) Winter Fare Promotion

Purpose:

To encourage members of the public to use transit to use COLT services and generally incentivize transit use during the Winter season (promotion period). Increased transit use improves air quality, reduces congestion on the road network and mitigates parking and traffic impacts in the local community, improving pedestrian safety. Additionally, low-cost transportation options reduce barriers to travel for leisure, education, shopping and work-related purposes, as well as increases access and mobility to transit dependent populations.

Description:

COLT operated by the City of Lompoc agrees to waive all fares during the promotion period across all modes: Fixed Route, Microtransit, Wine Country Express, Paratransit and the SB Shuttle.

Promotion Period:

Monday, December 1, 2025, through Saturday, January 31, 2026.

Reporting:

During this time, COLT will record free fare boardings broken down by mode and by rider boarding area (“City” or “County”) and report that to SBCAG for reimbursement.

Reimbursement:

SBCAG shall reimburse the transit service provider as follows:

<b>COLT Reimbursement Rates</b>		
<b><u>Mode</u></b>	<b><u>City</u></b>	<b><u>County</u></b>
<b>Fixed Route (all boardings)</b>	\$ 1.13	\$ 1.50
<b>Microtransit</b>	\$ 2.00	\$ 4.00
<b>Wine Country Express</b>	\$ 2.50	
<b>Paratransit</b>	\$ 3.00	\$ 4.00
<b>SB Shuttle</b>	\$ 10.00	N/A

Eligibility:

The promotion is available to all/any rider fare categories (full, reduced, youth, senior, etc.). There are no requirements to board the bus and utilize the free fare promotion. COLT reserves the right to refuse service based on agency rider code of conduct, rules regarding rider behavior and/or ADA paratransit eligibility requirements.