

**MEMORANDUM OF
UNDERSTANDING AMONG
THE OAHU METROPOLITAN PLANNING ORGANIZATION ("MPO"),
CITY AND COUNTY OF HONOLULU DEPARTMENT OF
TRANSPORTATION SERVICES ("Public
Transportation Operator"), AND THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION ("HDOT")**

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) promulgated regulations 23 CFR 450.314, and

WHEREAS, the MPO, HDOT and the Public Transportation Operator are required by 23 CFR 450.314(h)(1) 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, and the collection of data for the State asset management plan for the NHS.”, and

WHEREAS, 23 CFR 450.314(h)(2) allows for these provisions to be “Documented in some other means outside the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation.”, and

WHEREAS, these responsibilities shall be clearly identified in written agreements among the MPO, HDOT and the Public Transportation Operator serving the Metropolitan Planning Area (MPA), and

WHEREAS, to the extent possible, a single agreement between all responsible parties should be developed, and

WHEREAS, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (MTP), the metropolitan Transportation Improvement Program ("TIP"), and development of the annual listing of obligated projects.

WHEREAS, the federal regulations require that the MPO, HDOT, and the public transit provider 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 attainment of critical

outcomes for the region of the MPO, and the collection of data for the HDOT asset management plan for the National Highway System (NHS).

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** It is the purpose of this Memorandum of Understanding (MOU) to make provision for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance-Based Planning and Programming in the island of Oahu MPA and to provide a single agreement between the State of Hawaii acting through HDOT, the MPO, and the Public Transportation Operator in accordance with current Federal Legislation and as required by 23 CFR 450.314.

2. **Responsibilities of all parties.**

All parties will:

- a. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance-based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with Federal and HDOT requirements and guidance.
- b. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan ("MTP") and TIP.
- c. Ensure HDOT, the Public Transportation Operator and the MPO cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
- d. Ensure that the UPWP will detail and document these responsibilities, deliverables and associated costs.

3. **Performance-Based Planning & Programming**

- a. Developing transportation performance data
 - i. HDOT will provide the MPO with a subset for their MPA of the HDOT performance data used in developing statewide targets.
 - ii. If an MPO chooses to develop their own target for any measure, they

will provide HDOT with any supplemental data they utilize in association with the target-setting process.

b. Selection of transportation performance targets

- i. HDOT will develop draft statewide federal performance targets in coordination with the applicable MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets one month prior to final statewide targets adoption.
- ii. The Public Transportation Operator will select and establish performance targets annually to meet the federal performance management requirements for transit asset management and transit safety under 49 CFR 625 and 49 CFR 673.11(a)(3).
- iii. If the MPO chooses to adopt their own target for any measure, it will develop draft MPO performance targets in coordination with HDOT and the Public Transportation Operator. Coordination methods will be at the discretion of the MPO, but HDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval.

c. Reporting of performance targets

- i. HDOT and Public Transportation Operator performance targets will be reported to FHWA and FTA, as applicable. The MPO will be notified when HDOT and the Public Transportation Operator has reported final statewide targets.
- ii. MPO performance targets will be reported to HDOT and the Public Transportation Operator.
 1. For each target, the MPO will provide the following information no later than 180 days after the date HDOT or the Public Transportation Operator establishes performance targets, or the date specified by federal code:
 - a. Written agreement to plan and program projects so that they contribute toward the accomplishment of HDOT or

Public Transportation Operator performance target, or;

- b. Written notification that the MPO will set a quantifiable target for that performance measure for the MPO's planning area.
 - i. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
 - c. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
- iii. HDOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
- iv. The MPO will include information outlined in 23 CFR 450.324 (f) (3-4) in any MTP amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any TIP amended or adopted after May 27, 2018.
- v. Reporting of targets and performance by HDOT, the Public Transportation Operator, and the MPO shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673
- a. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
 - i. HDOT will provide the MPO with an update of the subset for their MPA of the HDOT performance data used in developing statewide targets including prior performance data.
- b. The collection of data for the HDOT asset management plans for the NHS
 - i. HDOT will be responsible for collecting bridge and pavement condition data for the HDOT asset management plan for the NHS

facilities under the jurisdiction of the HDOT.

- ii. The City and County of Honolulu will be responsible for collecting bridge and pavement condition data for the HDOT asset management plan for the NHS facilities under the jurisdiction of the City and County of Honolulu.

4. **Responsibilities of the MPO**

The MPO will:

- a. Work in consultation with Public Transportation Operator and HDOT in developing the financial plan for the MTP.
- b. Work in consultation with Public Transportation Operator and HDOT in developing the financial plan for the TIP.
- c. Conduct Technical Advisory Committee and Policy Board meetings as required and necessary.
- d. In consultation with Public Transportation Operator and HDOT, update the MTP and TIP in accordance with HDOT and Federal laws.
- e. Conduct comprehensive, cooperative and continuous transportation planning for the island of Oahu MPA.
- f. Establish necessary transportation performance targets, share information related to the performance data, and document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO MPA, if the MPO elects to develop quantifiable targets for performance measures for the MPO's planning area.

s. **Responsibilities of the Public Transportation Operator(s)**

The Public Transportation Operator will:

- a. Work in consultation with the MPO in developing short-range and long-range plans for transit for inclusion in the MTP.
- b. Assist in validation of data used as input into the transportation plan.
- c. Work in consultation with the MPO and HDOT in developing the financial plan for the MTP.

- d. Work in consultation with the MPO and HDOT in developing the financial plan for the TIP.
- e. Provide the MPO with the annual list of transit obligated projects.
- f. Serve on the MPO Technical Advisory Committee and Policy Board as applicable.
- g. Notify the MPO of changes to projects that would affect the MTP or TIP.
- h. Invite the MPO to participate in all public participation processes.
- i. Establish transit asset management and transit safety performance targets and share with the MPO and other interested parties.

6. Responsibilities of HDOT.

- a. Work in consultation with Public Transportation Operator(s) and the MPO in developing the financial plan for the TIP and MTP.
- b. Assist in the validation of data used as input into the transportation plan.
- c. Provide the MPO with the annual list of obligated projects.
- d. Serve on the MPO Technical Advisory Committee and Policy Board.
- e. Notify the MPO of changes to projects that would affect the MTP or TIP.
- f. In consultation with the MPO and Public Transportation Operator, update the MTP and STIP in accordance with HOOT and Federal laws.
- g. Work in consultation with the MPO and Public Transportation Operator(s) in developing short-range and long-range plans for transit for inclusion in the MTP and STIP.

7. Term. This Memorandum shall become effective as to each Party when fully executed by all parties. It shall remain in full force and effect until such time it is terminated in writing by one or all of the parties.

8. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent

necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.

9. Governing & Law and Venue. This MOU shall be governed by the laws of the State of Hawaii.

10. Severability. If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect other provisions of the MOU and can be given effect without the invalid provision, and to this end the provisions of this MOU are severable.