

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF BUELLTON, LOMPOC AND SOLVANG
AND THE COUNTY OF SANTA BARBARA

Regarding Extension of Transit Service Project to Provide Regular, Fixed Route, Public Transit
Service between Lompoc and Solvang

Effective Date: September 1, 2011

This Memorandum of Understanding (MOU) is entered into between the cities of Buellton, Lompoc and Solvang and the County of Santa Barbara for the purpose of defining agency roles, responsibilities, and commitments in conjunction with the regular, fixed-route public transit service, known as the Wine Country Express, on the Highway 246 corridor between Lompoc and Solvang.

This document reflects the intent of all parties to continue with the public transit service as described below.

1. Project Description

The project provides regularly scheduled, fixed-route, intercity bus service between Lompoc and Solvang. The service is open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

2. Lead Agency, Indemnification and Insurance

The City of Lompoc is designated as the lead agency for administration of the project, and will be responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database.

Neither any of the parties nor any of their officers or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of any of the other parties, or their officers or employees under or in connection with this MOU. It is also understood and agreed, pursuant to Government Code, Section 895.4, each of the parties shall fully indemnify, defend, and hold harmless the other parties and each of their officers and employees from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of that party under or in connection with this MOU.

The City of Lompoc shall require said parties be named additional insured on the service contractor's general liability insurance policy.

3. Service Proposal – Cooperative Agreement

The service will be an extension of City of Lompoc Transit (COLT) to the cities of Buellton and Solvang. The performance measures for the project are found in Section 6.

4. Service Plan

The bus service will operate five days a week as an extension of COLT. Three round trips will be provided including a morning peak trip, a mid-day trip and an afternoon peak trip. The service shall operate generally between the Lompoc Transit Facility and Solvang Park in Solvang and include a stop in Buellton near the Buellton Town Center (Albertsons at Hwy 246 and McMurray Road). To the extent practicable, the service will provide for efficient interlinking connections with other COLT, Breeze, and Santa Ynez Valley Transit (SYVT) services.

5. Funding

The cities of Buellton, Lompoc and Solvang and the County of Santa Barbara shall share equally in the capital costs and operations & maintenance costs associated with the service, after deducting all passenger and other operating revenue and any grants towards this project.

Capital Costs

There will be a one time maximum capital cost of approximately \$120,000 to secure one (1) new bus for the project. A JARC Grant for 80% of the cost of a new bus was awarded to the project. When the new bus is purchased, one-quarter of the actual amount required, less Grant Funding and any reserves will be invoiced to each project participant upon issue of a purchase order.

Operations and Maintenance Costs

The current estimate for annual operation and maintenance costs is \$55,000, to be shared equally by the project participants. A JARC Grant for 50% of the operating cost was awarded for two years to the project. The City of Lompoc shall invoice the cities of Buellton and Solvang and the County of Santa Barbara for estimated operating costs, less grant funding, on a monthly basis. The cities of Buellton and Solvang and the County of Santa Barbara shall include with each payment the source of funding they are using.

Funding Sources

The primary sources of funding for the project from the City of Lompoc and Santa Barbara County will be Transportation Development Act Funds (TDA) funding. Buellton and Solvang shall contribute other local fund sources, other than TDA/Local Transportation Funds (LTF). All parties shall work cooperatively to pursue other federal or state grant opportunities where appropriate, such as the JARC (Job Access Reverse Commute) Grant currently in place, in order to augment or reduce the LTF and other local funds for the program. The City of Lompoc, as the designated lead agency, will pursue and submit grant applications to request funding for operations of the service and capital procurement. If a grant is successfully awarded for the service, then the cities of Buellton, Lompoc and Solvang and the County of Santa Barbara will provide equal shares of other funds to meet the required local match for the grant. If funds are unavailable, then the Technical Committee created in Section 7 shall make recommendations to decide whether or how to continue the service.

6. Performance Measures

The effectiveness of the service shall be based upon the following performance measure:

Fare Box Recovery Ratio of 20%

The following are performance measures that will also be monitored for the service:

- Ridership Per Hour
- Passengers Per Revenue Mile
- Operating Cost Per Hour

As required by the Federal Transit Administration, financial and non-financial data shall be collected and reported to the National Transit Database.

7. Technical Committee

A Technical Committee shall be established, consisting of a staff representative of the parties and the following agencies, with each party and agency having one (1) voting right:

- City of Buellton
- City of Lompoc
- City of Solvang
- County of Santa Barbara
- City of Santa Maria, Ex-Officio
- SBCAG, Ex-Officio

The Technical Committee shall develop the details of the service plans, routes, schedules, and other service details and establishment of performance measures. The Technical Committee shall also make a recommendation on the continuation of the service as included in Section 11. The Technical Committee shall meet at least once a year.

8. Bus Equipment

The service will utilize handicapped-accessible vehicles suitable for freeway operations and has a capacity of 30 passengers. If an existing bus is utilized for service, then it shall remain in possession of the original owner. If a new bus be purchased for the service, then the bus shall be registered under the COLT for the specific use of service between Lompoc, Buellton and Solvang. If the bus is surplus or sold as a result of termination of the MOU, then all proceeds from the sale shall be equally split among the parties.

9. Fares

Initial one-way fares for the service will be initially set at \$2.00 for adults and \$1.00 for seniors and persons with disabilities. It is anticipated all local transit agencies will work together to insure the intercommunity service is held harmless in transfers from the local transit systems. Changes to the fares shall be subject to approval by the Technical Committee, as needed. The City of Lompoc, in coordination with the cities of Buellton and Solvang, will hold the required hearings prior to implementing any fare changes. The hearings will be held in Buellton, Lompoc and Solvang.

10. Marketing

Marketing activities, promotional materials, printed schedules, etc., will be developed by the lead agency. As an extension of COLT, the parties agree this does not preclude or limit how the service will be branded or marketed by the parties. The parties will work cooperatively to come up with a marketing strategy that maximizes ridership and effectiveness of the service. The service will be aggressively promoted by all participants. The service schedule and other information will be included on the local transit agencies and the Traffic Solutions website.

11. Long-Term Continuation of Service

Prior to the end of the three years of service, the Technical Committee will evaluate the service and shall make a recommendation to the Buellton, Lompoc and Solvang City Councils and the County Board of Supervisors whether to continue the service. The City Councils and the County Board of Supervisors will jointly agree to continue or to discontinue the service.

12. Amendment

This MOU may be amended or extended by the written consent of all parties.

13. Termination

This MOU will terminate on August 30, 2014. This MOU may also be terminated by any party upon 90 days written notification to the other parties.

CITY OF BUELLTON

Ed Andrisek
Mayor Ed Andrisek

9-1-2011
Date

Approved as to Form:

By: Ralph E. Hanson
Ralph Hanson, City Attorney

CITY OF SOLVANG

Jim Richardson
Mayor Jim Richardson

8-31-11
Date

Approved as to Form:

By: _____
Roy Hanley, City Attorney

CITY OF LOMPOC

John H. Linn
Mayor John H. Linn

August 25, 2011
Date

Approved as to Form:

By: Joseph W. Pannone
Joseph W. Pannone, City Attorney

COUNTY OF SANTA BARBARA

Doreen Farr, Chair, Board of Supervisors

Date

Approved as to Form:

By: Dennis Marshalek
FOR ^{LL} Dennis Marshalek Counsel for County of Santa Barbara sm