

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

Regarding Implementation of a Three-Year Pilot Project to Provide Regular, Fixed
Route, Public Transit Service between Lompoc and Solvang

Effective Date: August 19, 2008

This Memorandum of Understanding (MOU) is entered into between the Cities of Buellton, Lompoc, Solvang and the County of Santa Barbara for the purpose of defining agency roles, responsibilities, and commitments in conjunction with the implementation of a three-year pilot project to provide regular, fixed-route public transit service on the Highway 246 corridor between Lompoc and Solvang.

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

1. Project Description

The pilot project will provide regularly-scheduled, fixed-route, intercity bus service between Lompoc and Solvang. The service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities. The service will be implemented over a three-year period, commencing with the initiation of bus service, anticipated to be on or about July 1, 2008.

2. Lead Agency

The City of Lompoc will be 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. The City of Lompoc shall indemnify, defend and hold the City of Buellton, City of Solvang and the County of Santa Barbara their officers, and employees harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of City of Lompoc, its officers, agents, or employees solely in the performance of this agreement. The City of Buellton, City of Solvang and the County of Santa Barbara shall each respectively indemnify, defend and hold the City of Lompoc, its officers and employees harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of each such city, its officers, agents or employees, solely in the performance of this agreement. The City of Lompoc shall require that 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 measure for the pilot project is found in Section 6.

4. Service Plan

The bus service will operate five days a week initially as an extension of City of Lompoc Transit. 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 including 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 three-year pilot project, after deducting all passenger and other operating revenue and any grants towards this project.

Capital Costs

In the first year of the project there may be a one time maximum capital cost of approximately \$120,000 to secure one (1) new bus for the project. The City of Lompoc and the City of Solvang shall evaluate the condition of existing spare vehicles to see if they are appropriate for use for the duration of the 3-year pilot period. Should it be determined that a new bus be purchased, one quarter of the actual amount 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 \$80,000, to be shared equally by the project participants. The City of Lompoc shall invoice the Cities of Buellton, Solvang and the County of Santa Barbara actual operating costs on monthly basis. The Cities of Buellton, 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 will include Local Transportation Funds (LTF) and other local funds that the agencies can allocate to the project.

All agencies shall work cooperatively to pursue other federal or state grant opportunities where appropriate, such as FTA 5311(f), welfare-to-work, or job access/reverse commute programs, 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, 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.

Should LTF or federal transit funds be unavailable, 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:

- Farebox Recovery Ratio of 10%

If, during the pilot program, the farebox recovery ratio consistently remains below 10%, reasonable efforts will be made to modify the service to improve performance.

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 following agencies, with each represented agency having 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 twice a year.

8. Bus Equipment

The service will utilize handicapped-accessible vehicles suitable for freeway operations and has a capacity of 20-30 passengers.

If an existing bus is utilized for service, it shall remain in possession of the original owner. Should a new bus be purchased for the service, the bus shall be registered under the City of Lompoc (COLT), for the specific use of service between Lompoc, Buellton and Solvang.

Should the bus be surplused or sold as a result of termination of the MOU, all proceeds from the sale shall be equally split among the participants.

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. All fares will be confirmed by the Technical Committee prior to service implementation. It is anticipated that 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

Three months prior to the end of the 3 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 at the end of the third year of service whether to continue the service. The City Councils and the County Board of Supervisors will jointly agree to continue or to discontinue the service. If so approved by the City Councils and the County Board of Supervisors, the Technical Committee shall develop a plan for the long-term continuation and cost-sharing of the service for review and approval by the City Councils. One option analyzed for the long term continuation of the service shall be the expansion of the Breeze Service.

12. Amendment

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

13. Termination

This MOU will terminate on June 30, 2011 or three years after the service begins, whichever is later. The MOU may also be terminated by giving 60 days written notification to the other parties.

CITY OF BUELLTON

Mayor Russ Hicks

Date

Approved as to Form:

Don Kircher

Buellton Counsel

By:_____

Don Kircher, Counsel for City of Buellton

CITY OF LOMPOC

Mayor Dick DeWees

Date

Approved as to Form:

xxx

Lompoc Counsel

By:_____

xxx, Counsel for City of Lompoc

CITY OF SOLVANG

Mayor Linda Jackson

Date

Approved as to Form:

xxx

Solvang Counsel

By:_____

xxx, Counsel for City of Solvang

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal, Chair
Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
Clerk of the Board

By: _____
Deputy Clerk

APPROVED AS TO FORM:

DANIEL J. WALLACE,
COUNTY COUNSEL

By: _____
Deputy County Counsel