SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors 105 E. Anapamu Street, Suite 407 Santa Barbara, CA 93101 (805) 568-2240 Agenda Number:

Prepared on: 11/17/04 **Department Name:** Public Works

Department No.: 054 **Agenda Date:** 12/14/04 **Placement:** Administrative

Estimate Time: N/A Continued Item: NO If Yes, date from: N/A

TO: Board of Supervisors

FROM: Phillip M. Demery, Director, Public Works

STAFF Bret Stewart, Transportation Division Manager, Public Works

CONTACT: Matt Dobberteen, Alternative Transportation Manager, Public Works, 568-3576

SUBJECT: Memorandum of Understanding for the Intercommunity Transit Service,

Fourth and Fifth Districts

Recommendation(s):

That the Board of Supervisors authorize the Chair to sign the Memorandum of Understanding between the County of Santa Barbara, Cities of Santa Maria and Lompoc, and the Santa Barbara County Association of Governments for coordination of the Intercommunity Transit Service (Attachment A).

Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 1, An Efficient Government Able to Respond Effectively to the Needs of the Community, and Goal No. 2, Develop strategies for economic vitality while maintaining environmental quality.

Executive Summary and Discussion:

In May of 2004, the Santa Barbara County Association of Governments (SBCAG) approved the Intercommunity Transit Service Plan which provides a blueprint for a new bus service in the North County connecting Vandenberg Air Force Base, the City of Lompoc and the City of Santa Maria. Portions of the bus service pass through unincorporated Santa Barbara County, and a portion of the riders anticipated to use the service reside in the unincorporated area.

Your Board is being asked to consider adoption of a Memorandum of Understanding (MOU) that would provide a means to formally coordinate service issues between the County, Cities of Santa Maria and Lompoc, and the SBCAG. Similar to the MOU between SBCAG and the Ventura County Transportation

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Commission for the Coastal Express, this MOU outlines a formal oversight of the service with a policy and technical committee comprised of elected officials and staff from the affected agencies. Major points covered in the MOU include:

- 1. Designation of Santa Maria as the "lead agency" to operate the service;
- 2. Description of the service plan;
- 3. Sources of start-up funding:
- 4. Requirement for an annual performance evaluation;
- 5. Equipment, fares and marketing; and
- 6. Time-frame for the pilot project.

Staff recommends that your Board authorize the Chair to sign the MOU.

Mandates and Service Levels: Staff analysis associated with performance reviews of the Intercommunity Transit Service is a budgeted task within the Public Works position of Alternative Transportation Manager.

Fiscal and Facilities Impacts: The County has previously agreed to participate with SBCAG and the Cities of Santa Maria and Lompoc in this 3 year pilot program to operate the Intercommunity Transit Service. During fiscal year 2004/2005, the County spent approximately 33,500 in Transportation Development Act (TDA) funds to help cover start up expenses associated with this service. Additional future expenses to be covered by TDA funding that are associated with this service are shown below:

<u>Fiscal Year</u>	<u>Estimated Expense</u>	
2005/2006	\$25,000	
2006/2007	\$66,200	

As participating entities, the Cities of Santa Maria and Lompoc will also contribute the same amount of TDA revenues (shown above) over this 3 year period.

Special Instructions: The MOU contains holding places related to the date the intercity bus service will commence. Once the bus procurement schedule is finalized, staff will insert commencement dates into the MOU and circulate the document for final signatures by all participating parties.

Concurrence: County Counsel

Attachments:

Attachment A-- Memorandum of Understanding Between the Cities of Santa Maria, Lompoc, the County of Santa Barbara and the Santa Barbara County Association of Governments for the 3 Year Pilot Project to Provide the Intercity Transit Service.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITIES OF SANTA MARIA, LOMPOC, THE COUNTY OF SANTA BARBARA AND THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Regarding Coordination of a Three-Year Pilot Project to Provide Regular, Fixed Route, Commuter Public Transportation Service between Lompoc and Santa Maria

[Enter month] xx, 2004

This Memorandum of Understanding (MOU) is entered into between the Cities of Santa Maria, Lompoc, the County of Santa Barbara, and the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG", 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 transportation service on the Highway 1/135 corridor between Lompoc and Santa Maria.

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

1. Project Description

The pilot project will consist of the initiation of regularly-scheduled, fixed-route, intercity commuter express bus service between Lompoc and Santa Maria. 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 [enter month] xx 2004.

2. Lead Agency

The City of Santa Maria 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.

3. Service Proposal – Cooperative Agreement

The Intercommunity Transit Service Implementation Plan prepared by Urbitran is included by reference that defines the expected service level, budget, funding obligations, and performance requirements for the service. Annual performance measures for each of the three years of the pilot project, with annual thresholds that will be used to evaluate the need for service changes are found in the Implementation Plan. If the service is failing to meet one or more performance measures, reasonable efforts will be made to modify the service to improve performance.

4. Service Plan

The bus service will operate five days a week initially. Headways will be approximately one hour, more frequently during weekday peak hours and less frequently during off-peak periods.

The service shall operate generally between the Lompoc Transit Facility and the downtown Town Center Mall in Santa Maria with stops at intermediate locations as indicated in the plan (but subject to change as demand warrants), and including a stop at Vandenberg Air Force Base.

A detailed service plan and schedule will be developed by [enter month] xx 2004, for inclusion in the Request for Proposals for service delivery.

5. Funding

The cities of Santa Maria and Lompoc and the County of Santa Barbara shall share equally in the net costs associated with the three-year pilot project, after deducting all passenger and other operating revenue.

The primary source of funding for the project will be Congestion Mitigation/Air Quality (CMAQ) funds contributed by SBCAG over the first three years of the project. The CMAQ funds are proposed as the primary source of funding for the pilot project subject to approval by the SBCAG board. The cities of Santa Maria and Lompoc and the County of Santa Barbara will use LTF funds to provide the required local match for the CMAQ funds.

All agencies shall work cooperatively to pursue other federal or state grant opportunities where appropriate, such as welfare-to-work, job access and reverse commute programs, in order to augment or reduce the CMAQ, or local matching funds needed for the program.

6. Policy and Technical Committees

A Policy Committee shall be established consisting of the following individuals or such successors as may be appointed by SBCAG or the Local agency representatives:

- Santa Barbara County Supervisor, District #4
- Santa Barbara County Supervisor, District #5
- Lompoc City Council Representative
- Santa Maria City Council Representative

Ex-officio representatives from Vandenberg Air Force Base and Caltrans will also be on the Policy Committee. The Policy Committee shall meet at least once a year during the course of the pilot project to review and approve interagency agreements, budgets, and service plans for the following year.

A Technical Committee shall also be established, consisting of staff representatives of the following agencies:

- City of Santa Maria
- City of Lompoc
- Santa Barbara County
- SBCAG
- Vandenberg Air Force Base

The Technical Committee shall assist in the development of detailed service plans, routes, schedules, and other service details, establishment of performance measures, and selection of a service contractor. It is specifically understood that the transit agency representatives will refrain from any participation in the discussion of the requirements for or decision-making related to the selection of a service provider, if they intend to bid on the service.

7. Bus Equipment

The service will utilize full-sized, handicapped-accessible transit buses suitable for freeway operations. Bus equipment used for the pilot project will use clean fuel such that appropriate emissions reduction thresholds are met, based on reasonable ridership assumptions for the bus service.

8. Service Contracting

The City of Santa Maria will prepare, in cooperation with the Technical Committee, a Request for Proposals (RFP) for the provision of service by a contractor. The RFP shall meet all applicable federal requirements. Alternatively, with the consent of the Technical Committee, the City may amend an existing transit service contract to add this new service.

9. Fares

Initial one-way fares for the service will be initially set at \$2.00 for adults and \$1 for seniors and persons with disabilities. Monthly passes will be \$75 for adults and \$37.50 for seniors and persons with disabilities. All fares will be confirmed by the Policy Committee prior to service implementation. All local transit agencies will work together to insure the intercommunity service is held harmless in transfers from the local systems. Changes to the fares shall be subject to approval by the Policy Committee. The City of Santa Maria will hold the required hearing prior to implementing any fare changes

10. Marketing

Marketing activities, promotional materials, printed schedules, etc. will be developed by the lead agency. The service will be aggressively promoted by all participants based on the concerns expressed by members of the public in the past. It is anticipated that the service schedule and other information will be included on the local transit agencies and the SBCAG Traffic Solutions website. SBCAG's existing guaranteed-ride-home program will be available to users of the service through the Traffic Solutions program.

11. Long-Term Continuation of Service

Prior to the end of the three-year pilot project, the policy committee shall determine if the service will be continued. The committee shall evaluate the service annually, using performance measures identified in the Implementation Plan. At the end of two years of service, the Technical Committee will evaluate the service and, if warranted by the performance of the bus service, develop a plan for the long-term continuation and cost-sharing of the service for review by the Policy Committee.

12. Amendment

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

13. Termination

This MOU will terminate on ______(three years from start of service). The MOU may also be terminated by any party within 90 days upon written notification to the other parties.

This agreement may be amended and/or extended by written consent of all parties as provided under item 12.

CITY OF LOMPOC
Mayor Dick DeWees
Date
CITY OF SANTA MARIA
Mayor Laurence Lavagnino
Date
COUNTY OF SANTA BARBARA
Chairman Joe Centeno
Date
SANTA BARBARA ASSOCIATION OF GOVERNMENTS
Chairwoman Naomi Schwartz
Date:

Approved as to form	

Kevin Ready

Senior Deputy County Counsel