



**STAFF REPORT**

**SUBJECT:** Coastal Express Memorandum of Understanding

**MEETING DATE:** January 17, 2008 **AGENDA ITEM:** 6B

**STAFF CONTACT:** Scott Spaulding

**RECOMMENDATION:**

Authorize the Executive Director to sign amended MOU with Ventura County Transportation Commission for Coastal Express Transit Service to include an additional representative from each county to serve on the Policy Steering Committee and other minor changes.

**DISCUSSION:**

In August 2001 the Coastal Express bus service began providing daily bi-directional public transportation between Ventura and Santa Barbara/Goleta under a three year CMAQ-funded pilot project. An MOU was executed in 2000 between the Ventura County Transportation Commission (VCTC) and SBCAG to jointly fund and manage the service. Although route and schedule planning are conducted jointly by SBCAG and VCTC staff, VCTC manages the service contract and is the lead agency for the program. A Coastal Express Policy Committee comprised of representatives from Ventura and Santa Barbara counties meets annually to review the performance of the service and provide policy direction for the service.

The most recent Policy Committee meeting was held on December 13, 2007. At this meeting, the Committee unanimously approved a recommendation to amend the Coastal Express MOU to add one additional member to the Policy Committee from both VCTC and SBCAG. Other minor MOU changes include establishing April as the annual meeting date and alternating Committee chairs between VCTC and SBCAG.

The modified language regarding the inclusion of an additional representative on the Policy Committee and other modifications are emphasized and is located in Section 6 of the attached MOU. Staff is recommending that the executive director be authorized to sign the revised MOU.

**COMMITTEE REVIEW:**

The Coastal Express Policy Committee voted unanimously to approve the recommendations.

**ATTACHMENTS:** Revised Coastal Express MOU

**Member Agencies**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

Regarding Coordination of Intercity, Fixed Route Public Transportation Service between Ventura and Santa Barbara/Goleta.

Originally approved: August 15, 2000  
Amended: August 21, 2003  
Amended: May 7, 2004  
Amended: July 20, 2006  
Amended: January 17, 2008

This Memorandum of Understanding (MOU) is entered into between the Ventura County Transportation Commission, hereinafter referred to as "VCTC", 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 operation of intercity fixed-route public transportation service in the US 101 corridor between Ventura and Santa Barbara/Goleta.

This document reflects the intent of both parties to coordinate the implementation of public transportation service as described below.

**1. Project Description**

The project will consist of regularly-scheduled, fixed-route, intercity express bus service between Ventura and Santa Barbara/Goleta. 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 on-going, with an annual review to include service modifications and budget adjustments based on direction received from the Policy Committee.

**2. Lead Agency**

VCTC 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. Cooperative Agreements/Memorandum of Understanding (MOU)**

This MOU defines in general terms the expected service level, budget, funding obligations, and performance requirements for the service.

#### 4. Service Plan

The bus service will operate seven days a week. Stop locations will be determined annually, but will include one or more stops in the Cities of Ventura, Goleta, Santa Barbara, and Carpinteria, **and may include the City of Oxnard**. Express service may be instituted on some trips to provide rapid and convenient service to various parts of the service area. Weekday morning (AM) and afternoon (PM) peak period buses will be extended to serve the Hollister Avenue corridor in Goleta and may include UCSB.

A detailed service plan will be presented to and approved by the Policy Committee annually. The service plan will include route and schedule information, revenue and expenditures, and a summary of current and future marketing efforts. Yearly performance standards will be included in the service plan and monitored to insure that acceptable performance thresholds are met.

#### 5. Funding

VCTC and SBCAG shall share equally in the net costs associated with the service, after deducting Federal Transit Administration (FTA) 5307 funds attributable to the service, all passenger fares, and any other operating revenue attributable to the service.

VCTC will contribute FTA Section 5307 funds, including both those Section 5307 funds attributed to the project, and some Section 5307 funds attributed to other services in Ventura County. SBCAG will provide the non-federal required local match for the FTA funds. In the event that funds other than local transportation funds or FTA 5307 funds are used, it will be the responsibility of the agency obtaining the funds to prepare all supporting documentation needed by the granting agency.

#### 6. Policy and Technical Committees

A Policy Committee shall be established and consist of **three** elected officials from Santa Barbara County, **three** elected officials from Ventura County, the executive director of VCTC, and the executive director of SBCAG. The members from Santa Barbara County (or their alternates) shall be selected by the SBCAG board of directors. The Ventura County elected officials will be the Ventura County Supervisor District #1, a representative appointed from the San Buenaventura City Council, and a representative appointed from the Oxnard City Council. A representative of the Santa Barbara Metropolitan Transportation District (SBMTD) will serve as an ex-officio member of the Policy Committee.

The Policy Committee shall meet at least once a year in April to review and approve budgets and service plans for the following year. No action shall be taken by the Policy Committee without the approval of a majority of the members from each County. A quorum shall consist of a majority of the **elected** representatives from each County. ***The Chairmanship of the Policy Committee shall rotate between members from Ventura and Santa Barbara counties and selecting the chair shall be the first order of business at each meeting.***

A Technical Committee shall be established and consist of staff representatives from VCTC and SBCAG. Representatives of other agencies may be asked to serve on the technical committee as needed or required.

The Technical Committee will develop detailed service plans, routes, schedules, and other service details and establish performance measures.

## **7. Service Contracting**

Upon expiration of the Coastal Express service and vehicle contract, VCTC will prepare, in cooperation with SBCAG, a Request for Proposals (RFP) for the provision of Coastal Express service by a contractor. The RFP and new contract for services will be generally similar in format and content to those used for existing VCTC VISTA bus services within Ventura County, and shall meet all applicable federal and state requirements. SBCAG will review and provide VCTC with comments regarding the selection of a service contractor.

Coastal Express service contracts will include performance standards and penalties agreed upon by VCTC and SBCAG.

## **8. Fares**

Fares will be subject to modification by the Policy Committee at their annual meeting or any other public meeting of the Policy Committee. Fare increases will be approved by VCTC. SBCAG may also hold one or more public hearings regarding any proposed fare increase. Any fare increase will comply with the procedural requirements and regulations promulgated by the Federal Transit Administration.

VCTC shall provide and maintain all necessary Smartcard equipment for Coastal Express buses. VCTC shall maintain its Smartcard sales outlet network in Ventura County and provide equipment for a maximum of two (2) Smartcard sales outlets in Santa Barbara County. Any sales outlet in Santa Barbara County shall be operated by local agency personnel and the hosting agency shall be responsible for maintaining a phone line connection (does not require a dedicated line) to the sales outlet equipment.

VCTC shall provide and maintain all necessary Nextbus information system equipment for Coastal Express buses. VCTC shall provide and install a maximum of two (2) standard Nextbus bus arrival signs at locations in Santa Barbara County. Providing and paying for suitable electrical power to Nextbus arrival signs are the responsibility of the local hosting agency in Santa Barbara County. VCTC, SBCAG and the local hosting agency shall mutually agree upon locations for Nextbus arrival signs.

## **9. Marketing**

VCTC will include the Coastal Express in its VISTA system marketing activities, promotional materials, printed schedules, etc. Any marketing programs specific to the Coastal Express may be developed either cooperatively by SBCAG and VCTC, with the costs for all marketing activities and promotional materials included in the annual budget

and shared equally, or by either agency as a part of its internal marketing program controlled and paid for by the sponsoring agency. The schedule and other service information shall be accessible on the VCTC VISTA website and the SBCAG Traffic Solutions website. VCTC's existing guaranteed-ride-home and SBCAG Traffic Solutions emergency-ride-home programs will be available to users of the service.

**10. Amendment**

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

**11. Term of the Agreement**

The term of this Agreement is ongoing and will continue unless terminated or modified by amendment. This Agreement may be terminated by either party upon written notification to the other three months prior to the beginning of the next fiscal year. In that event, the Agreement will terminate at the end of the existing fiscal year.

**VENTURA COUNTY TRANSPORTATION COMMISSION**

\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
VCTC COUNSEL

\_\_\_\_\_  
Date

**SANTA BARBARA ASSOCIATION OF GOVERNMENTS**

\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
SANTA BARBARA COUNTY COUNSEL

\_\_\_\_\_  
Date