

STAFF REPORT

SUBJECT: Breeze Bus Service MOU

MEETING DATE: September 18, 2008

AGENDA ITEM: 6B

STAFF CONTACT: Scott Spaulding

RECOMMENDATION:

Authorize the chair to sign a Memorandum of Understanding (MOU) between Lompoc, Santa Maria, the County of Santa Barbara, and SBCAG to continue operating the Breeze intercommunity bus service.

DISCUSSION:

In May 2005, a federal Congestion Mitigation and Air Quality (CMAQ) grant was used to initiate the Breeze intercommunity bus service. The Breeze operates weekday service between Lompoc and Santa Maria, with the city of Santa Maria acting as lead agency. The Breeze carried 49,175 passengers in the final year of the three year pilot program, a 16% increase from the second year and a 37% increase from the initial year of service.

Earlier this year, the Breeze Policy Advisory Committee (PAC), composed of representatives from Lompoc, Santa Maria and the County of Santa Barbara, met to review the service evaluation report for the Breeze pilot service. The PAC recommended that the Breeze be continued for a period of six years and that the cost of the service be shared equally between Lompoc, Santa Maria and the County of Santa Barbara using Transit Development Act (TDA) funds from the three jurisdictions. The Breeze technical advisory group revised the existing Breeze MOU to allow for a continuation of the service with the recommended modifications and the MOU has been adopted by the cities of Lompoc and Santa Maria and by the Board of Supervisors. SBCAG is not a funding partner for the service, but given SBCAG's role in the planning and initiation of the service and SBCAG staff membership on the Technical Committee, it continues to be a signatory to the MOU.

The MOU may be amended by the written consent of all parties, and may also be terminated by any party within 90 days upon written notification to the other parties.

COMMITTEE REVIEW: Breeze Policy Advisory Committee

ATTACHMENTS: Breeze Intercommunity Bus Service MOU

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 Six-Year Continuation Project to Provide Regular, Fixed Route, Commuter Public Transportation Service between Lompoc and Santa Maria known as the “Breeze”

Effective Date August 19, 2008

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 continuation of the Breeze Program which provides regular, fixed-route public transportation service on the Highway 1/135 corridor between Lompoc and Santa Maria. The Breeze Program was evaluated by the Technical Committee, and found to have met the required performance measures during the initial three-year pilot program. Therefore, this MOU addresses the continuation of this successful intercommunity transit service.

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

1. **Project Description**

The continuation project will consist 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 six-year period, with the MOU terminating on June 30, 2014.

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 Final Service Evaluation Report by the Breeze Technical Committee 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 six years of the continuation project will provide annual thresholds to gauge the performance of the continuation service. 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. 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.

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 six-year continuation project, after deducting all passenger and other operating revenue.

The primary source of funding for the project will be Transportation Development Act (TDA) and Federal Transit Authority (FTA) funds designated by the cities of Santa Maria and Lompoc and the County of Santa Barbara, or other funding if it becomes available. 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 TDA and FTA funds needed for the program.

6. Policy and Technical Committees

A Policy Committee is established and shall continue, 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 to review and approve interagency agreements, budgets, and service plans for the following year.

A Technical Committee is established and shall continue, 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 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**
One-way fares for the service will be 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 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 six-year continuation 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 five years of the continuation service, the Technical Committee will evaluate the service and, if warranted by the performance of the bus service, develop a plan for the 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 June 30, 2014 (six years from end of the pilot 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 LOMPC

Mayor Dick DeWees

Date

CITY OF SANTA MARIA

Mayor Larry Lavagnino

Date

COUNTY OF SANTA BARBARA

By: _____

Salud Carbajal, Chair
Board of Supervisors

Date: _____

ATTEST:

MICHAEL F. BROWN

Clerk of Board

By: _____

Deputy Clerk

APPROVED AS TO FORM:

DENNIS A. MARSHALL
COUNTY COUNSEL

By: _____

Michael R. Ledbetter, Deputy Attorney for County of Santa Barbara

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Chairman Brooks Firestone

Date:

APPROVED AS TO FORM:

DENNIS A. MARSHALL
COUNTY COUNSEL

By: _____

Kevin E. Ready, Sr., Deputy Attorney for SBCAG