

SBCAG STAFF REPORT

SUBJECT: Memorandum of Understanding with MTD

MEETING DATE: February 15, 2018

AGENDA ITEM: 4G

STAFF CONTACT: Scott Spaulding

RECOMMENDATION:

1. Approve and authorize the Chair to execute a Memorandum of Understanding (MOU) with the Santa Barbara Metropolitan Transit District to implement connecting local transit service to support peak hour Pacific Surfliner rail service in an amount not to exceed \$750,000 for a period of March 1, 2018 through June 30, 2021.
2. Approve and authorize the Executive Director to extend the term of the agreement for up to one additional year, to extend service beyond the Billable Time under Section 4, and to adjust operations for holidays pursuant to Section 1.I.

DISCUSSION:

SBCAG has worked with MTD to develop a plan for connecting transit service to serve customers commuting to the Santa Barbara and Goleta train stations. Santa Barbara service will transport commuters to the downtown core and Santa Barbara Cottage Hospital using one of MTD's new electric shuttles. Service will be provided in the morning from the train station to employment centers and again in the afternoon from employment centers to the train station. From the Goleta station, two separate trips will provide service East and West along Hollister Ave. to employment centers, primarily in the Goleta Corporate Park area (west to Deckers, Raytheon) and in Old Town and the Goleta Cottage Hospital area (east to Yardi, Cottage).

The agreement between SBCAG and MTD will fund connecting transit service in Goleta and Santa Barbara using Measure A Rail Program funds at an estimated gross cost of \$200,000 per year. Connecting transit service will be free to rail pass holders, but the total cost of the service will be reduced by fares paid to MTD by LOSSAN under the existing Transit Transfer Program implemented in 2016.

The South Coast Subregional Planning Committee will consider recommending the board approve the MOU at their February 14 meeting.

Attachments: MOU with MTD

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND THE
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
TO PROVIDE
CONNECTING TRANSIT SERVICE
FOR
PEAK HOUR PACIFIC SURFLINER RAIL SERVICE

This Memorandum of Understanding (MOU) is entered into between the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG," and the Santa Barbara Metropolitan Transit District, hereinafter referred to as "DISTRICT," for the purpose of defining agency roles, responsibilities and commitments for the operation of connecting transit service to support peak hour Pacific Surfliner rail service.

WHEREAS, SBCAG administers the Measure A Passenger Rail Program, which provides \$25 million through 2040 for improvements to passenger rail in Santa Barbara County, including support for connecting local transit service; and

WHEREAS, SBCAG and DISTRICT recognize the mutual benefits of partnering to develop and operate connecting transit service to support peak hour Pacific Surfliner intercity rail service; and

WHEREAS, SBCAG recognizes that DISTRICT is established and existing under Part 9, Division 10, of the California Public Utilities Code, codified at Sections 95000-97100, and empowered to provide public transportation service in the South Coast of Santa Barbara County, and DISTRICT can approve or deny services operating in its district boundaries, and DISTRICT has the equipment, vehicles, experience, and expertise necessary to provide connecting local transit service which meets the objectives of SBCAG; and,

WHEREAS, SBCAG is the region's federally designated Metropolitan Planning Organization responsible for carrying out the metropolitan transportation planning provisions of 23 U.S.C. 134 for urbanized areas in Santa Barbara County; SBCAG is the state-designated Regional Transportation Planning Agency, responsible for the development and implementation of regional transportation projects in Santa Barbara County; SBCAG is a member of the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN) that operates the Pacific Surfliner rail service;

NOW THEREFORE, the parties do agree to implement connecting local transit service to support peak hour Pacific Surfliner rail service, according to the roles and responsibilities of a partnership described below.

1. New Service

A. Project Description

The service will consist of local connecting transit service to support peak hour Pacific Surfliner intercity rail service. The service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

B. Responsibilities of Parties

- 1) Operations. DISTRICT will be responsible for operation of the service in accordance with the service plan developed pursuant to section B (2) below. DISTRICT is responsible for compliance with all federal and state operational requirements, including reporting requirements pursuant to the National Transit Database.
- 2) Service Planning. DISTRICT and SBCAG staff shall jointly develop any necessary modifications to the initial service plan, which is presented in Attachment A.
- 3) Marketing. SBCAG shall be responsible for marketing of the service, in coordination with DISTRICT.

C. Funding

DISTRICT shall deduct fares collected, including fare reimbursement revenue received from LOSSAN, and invoice SBCAG for the net cost of the service provided on a calendar monthly basis. SBCAG shall reimburse DISTRICT for the net cost of the service. The net cost of the service is defined as the fully-allocated cost of the service, minus the fare revenue generated by the service. SBCAG reimbursement of costs to DISTRICT shall not exceed \$750,000 under the initial term of this MOU.

D. Hourly Operating Rate and Capital Expenses

SBCAG shall reimburse DISTRICT for the operation of the service at the annual DISTRICT fully-allocated rate per vehicle revenue hour. The fully-allocated rate per vehicle revenue hour for fiscal year (FY) 2017-18 shall be \$128.84, as presented in Attachment B. The fully-allocated rate per vehicle revenue hour will be recalculated for each following fiscal year that this MOU is in effect, based on the DISTRICT's original adopted budget for the respective fiscal year. The fully-allocated rate per vehicle revenue hour for each following year shall not be less than the rate used for the immediately preceding fiscal year

Except as noted under Section B (3) above, this rate is inclusive of all costs associated with operating the service, including, but not limited to, maintenance, vehicle insurance, operator/driver compensation, benefits, fare collection, pass distribution and sales, and insurance (including workers' compensation insurance). However, if DISTRICT is not in a fixed-price diesel fuel contract at any time during the term of the MOU, diesel fuel shall be billed at cost plus a negotiated administrative fee.

The table below presents the per-trip and daily total costs for FY 2017-18. The revenue time per trip for each A.M. trip includes standby time (wait time) of 30 minutes to allow for late trains. Wait time beyond the 30 minutes built into the A.M. trips will be considered additional billable time and SBCAG shall reimburse MTD for the additional service time provided. Assuming no additional wait time, the amount shown will be invoiced and DISTRICT will be reimbursed as indicated below:

FY 2017-18 Billing Rates for Connecting Transit Service

Trip	Billable Time (Hours)	Fully-Allocated Hourly rate	Cost
Santa Barbara A.M.	1.25	\$128.84	\$161.05
Santa Barbara P.M.	0.75	\$128.84	\$96.63
Goleta West A.M.	1.25	\$128.84	\$161.05
Goleta West P.M.	0.75	\$128.84	\$96.63
Goleta East A.M.	1.25	\$128.84	\$161.05
Goleta East P.M.	0.75	\$128.84	\$96.63
Daily Total	6.00	\$128.84	\$773.04

If both parties through their Designated Representatives, as defined herein, agree in writing to provide service beyond the Billable Time, MTD will be reimbursed for the additional time at the Fully-Allocated Hourly rate.

E. Fares

Fares for the connecting transit service shall be set as part of DISTRICT's systemwide fare structure. Under the terms of the existing Cooperative Agreement between LOSSAN and DISTRICT, and as long as that Agreement remains in effect, rail passengers with valid rail passes shall be allowed to board at no charge and DISTRICT will bill LOSSAN for the fare for those passengers.

F. Performance

DISTRICT shall collect all data required to evaluate service performance, and shall provide a monthly written report to SBCAG, including per trip ridership, fare revenue collected, complaints received, and missed trips. SBCAG and DISTRICT shall meet periodically to jointly assess the performance of the service and confer on any changes to the service that may be needed to improve service performance.

H. Vehicles

DISTRICT will make available DISTRICT-owned vehicles for this service.

I. Days of Service

The service will operate each weekday, with the following exceptions. Service will not be provided on Thanksgiving Day and Christmas Day. For other holidays that fall on

weekdays, the Parties through their Designated Representative, as defined herein, will determine in writing whether service will be provided.

2. Amendment

This MOU may be amended with the written consent of the Designated Representatives, as described herein, or in writing by both parties.

3. Term of the MOU

The term of this Memorandum of Understanding is from March 1, 2018 to June 30, 2020. The term may be extended to June 30, 2021 by written agreement by the Designated Representatives of each agency. This MOU may be terminated by either party upon written notification to the other 120 days prior to the proposed date of termination.

4. Adjustments to Service or Billable Hours

Any changes, adjustments, increases, reductions or losses of service shall be on the basis of the fully-allocated rate per vehicle revenue hour as described in Section 1.D. of this MOU. Such adjustments to service or billable hours shall be approved in writing by the DISTRICT General Manager and the SBCAG Executive Director.

5. Notices

All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

The Santa Barbara Metropolitan
Transit District
Attn: General Manager
550 Olive Street
Santa Barbara, California 93101

The Santa Barbara County
Association of Governments
Attn: Executive Director
260 N. San Antonio Rd., Suite B
Santa Barbara, CA 93110

Any written communication given by mail shall be deemed delivered five (5) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

6. Section Headings

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

7. Severability

If any one or more of the non-material provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. Compliance with Law

Each party shall, at its sole cost and expense, comply with all state and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU.

9. California Law and Jurisdiction

This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the Superior Court for the State of California in the County of Santa Barbara.

10. Reciprocal Indemnification

Neither party, nor any officer or employee thereof, is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the other party, the other party's contractors, sub-contractors, and/or agents under or in connection with any work, authority, or jurisdiction conferred upon that other party under this MOU. It is understood and agreed that, to the extent permitted by law, each party will defend, indemnify, and save harmless the other party and all of the other party's officers and employees from all claims, suits, or actions of every nature, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by that party, its contractors, sub-contractors, and/or agents under this MOU.

10. Execution Of Counterparts

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

11. Designated Representatives

The Executive Director is the representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. The General Manager is the authorized representative of DISTRICT. Changes in designated representatives shall be made only after advance written notice to the other party.

SBCAG and DISTRICT, represented by the undersigned, do commit to this understanding.

ATTEST:

Marjie Kirn
Executive Director

Joan Hartmann, Chair
Santa Barbara County
Association of Governments

Date: _____

APPROVED AS TO FORM:

Rachel Van Mullem

Rachel Van Mullem
Chief Assistant County Counsel

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Jerry Estrada,
General Manager

Date

Dave Davis, Chair

Date

ATTACHMENT A SERVICE PLAN

DISTRICT will provide three round trips each weekday service day, one in Santa Barbara and two in Goleta, as shown in the maps on the following pages. Designated bus stops for this service are shown as white dots on the maps.

Santa Barbara Route

The A.M. route will begin at the Santa Barbara Amtrak station at 7:30 A.M. and is scheduled to terminate at the bus stop on Pueblo Street at Santa Barbara Cottage Hospital at 7:50 AM. Designated bus stops are the stops on Santa Barbara at De La Guerra, Figueroa at City Hall, and Chapala at Figueroa. The P.M. route will begin at the Bath at Pueblo bus stop at 4:05 P.M. and terminate at the State at Yanonali bus stop at 4:32 P.M. Designated bus stops are Anacapa at Anapamu and Anacapa at De la Guerra.

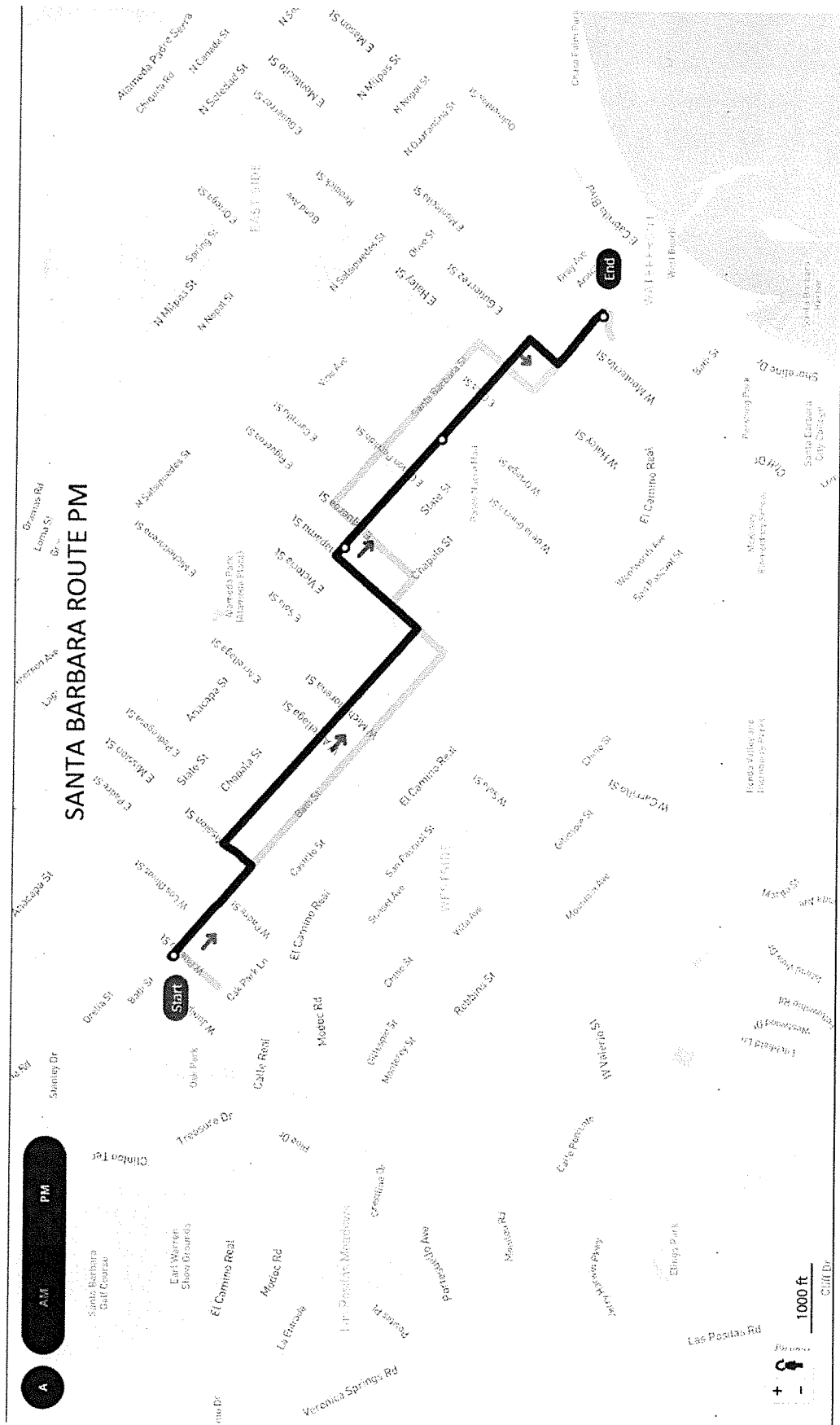
Goleta West Route

The A.M. route will begin at the Goleta Amtrak station at 7:45 A.M. and terminate at the Hollister at Palo Alto bus stop at 8:00 A.M. Designated bus stops along are Hollister at Los Carneros Road, Hollister at Coromar, and Hollister at Village Way. The P.M. route will begin at the Hollister at Palo Alto bus stop at 4:00 P.M. and terminate at the Goleta Amtrak station at 4:17 P.M. Designated bus stops are Hollister and Camino Real Marketplace, Hollister at Coromar, and Hollister at Los Carneros Road.

Goleta East Route

The A.M. route will begin at the Goleta Amtrak station at 7:45 A.M. and terminate at the Hollister at Patterson bus stop at 8:00 A.M. Designated bus stops are Hollister at Pine and Hollister at Kellogg. The P.M. route will begin at the Hollister at Patterson bus stop at 4:00 P.M. and terminate at the Goleta Amtrak station at 4:17 P.M. Designated bus stop are Hollister at Kellogg and Hollister at Nectarine.

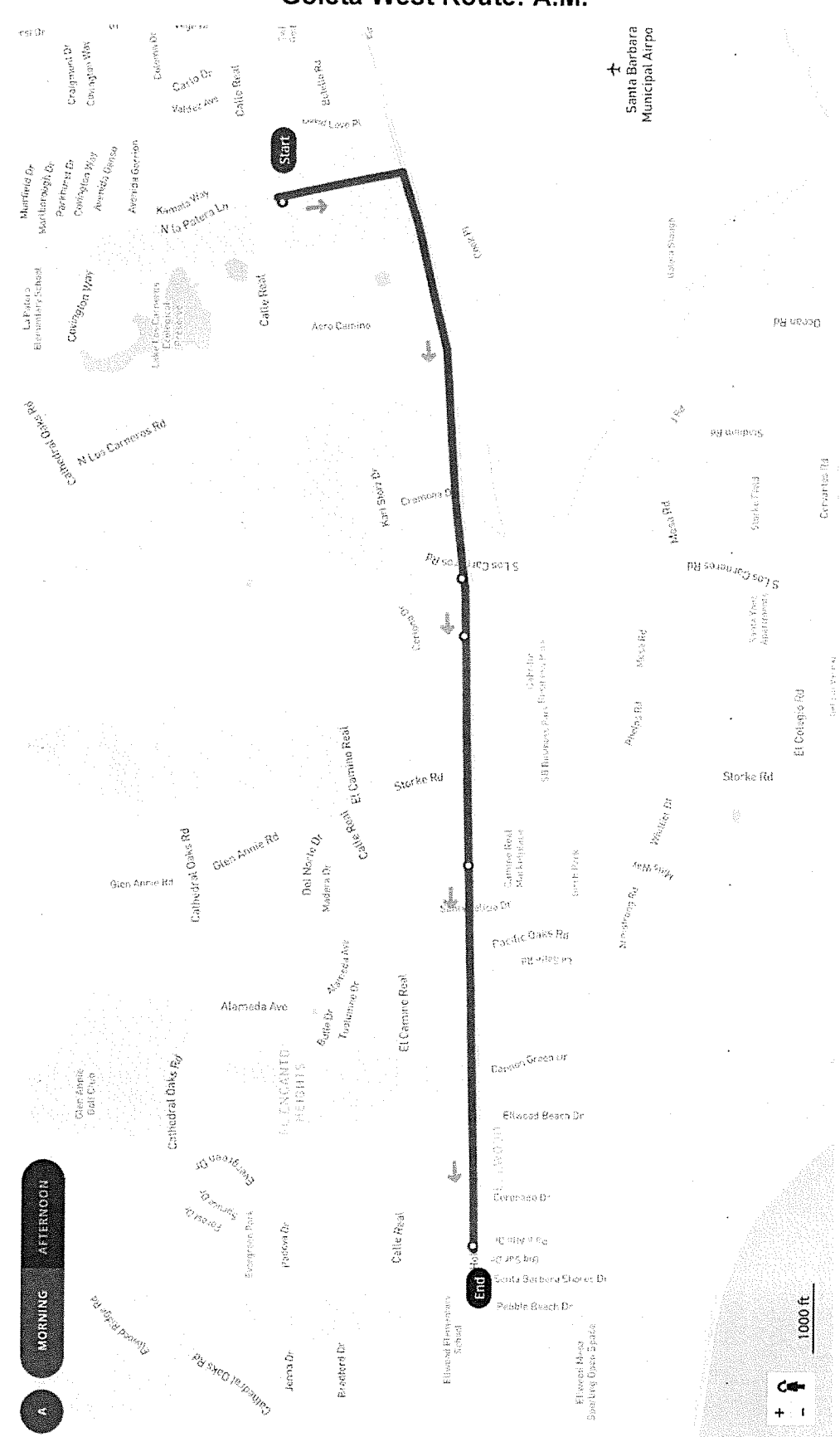
Santa Barbara Route: P.M.



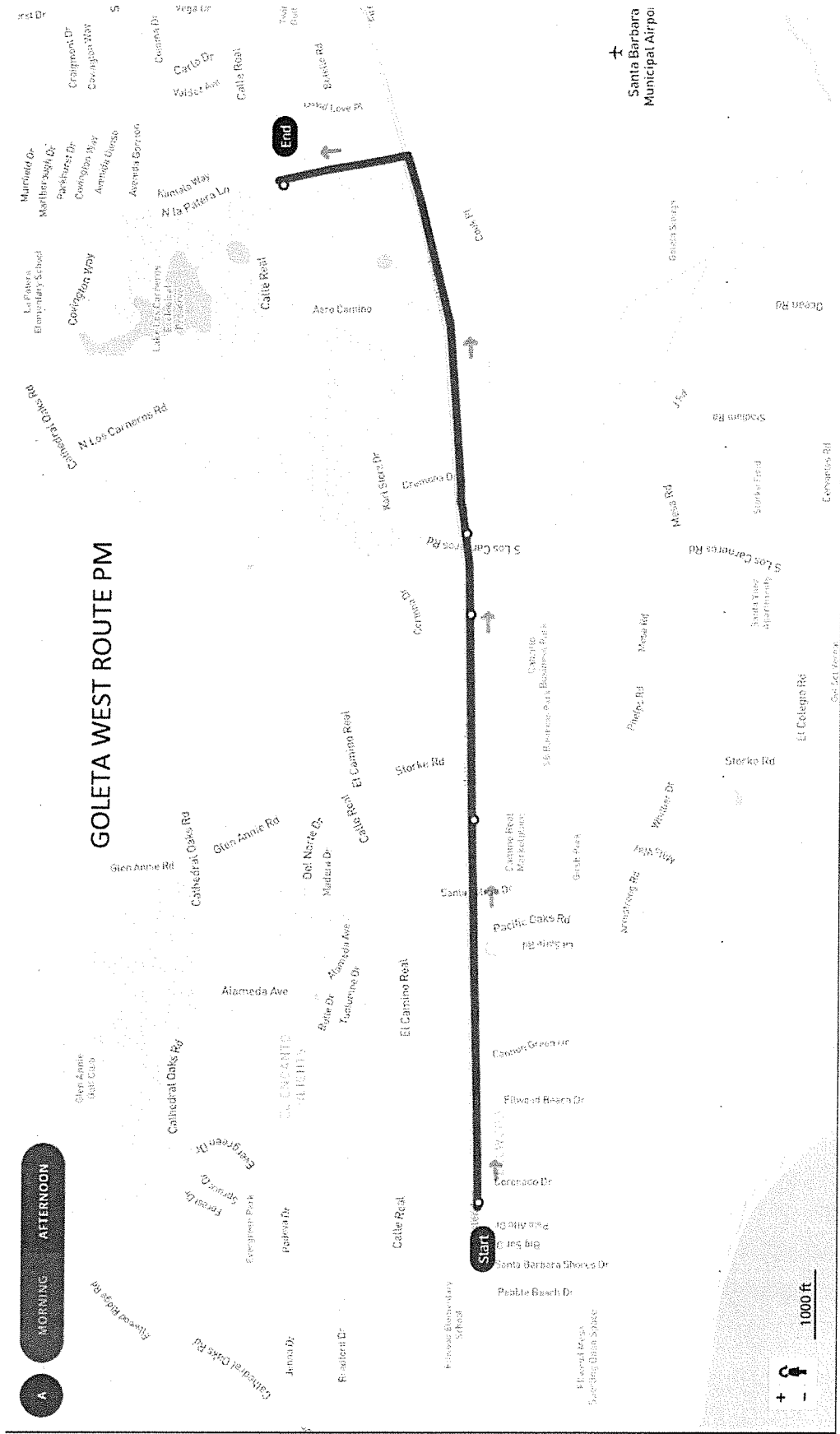
SANTA BARBARA ROUTE PM



Goleta West Route: A.M.



Goleta West Route: P.M.



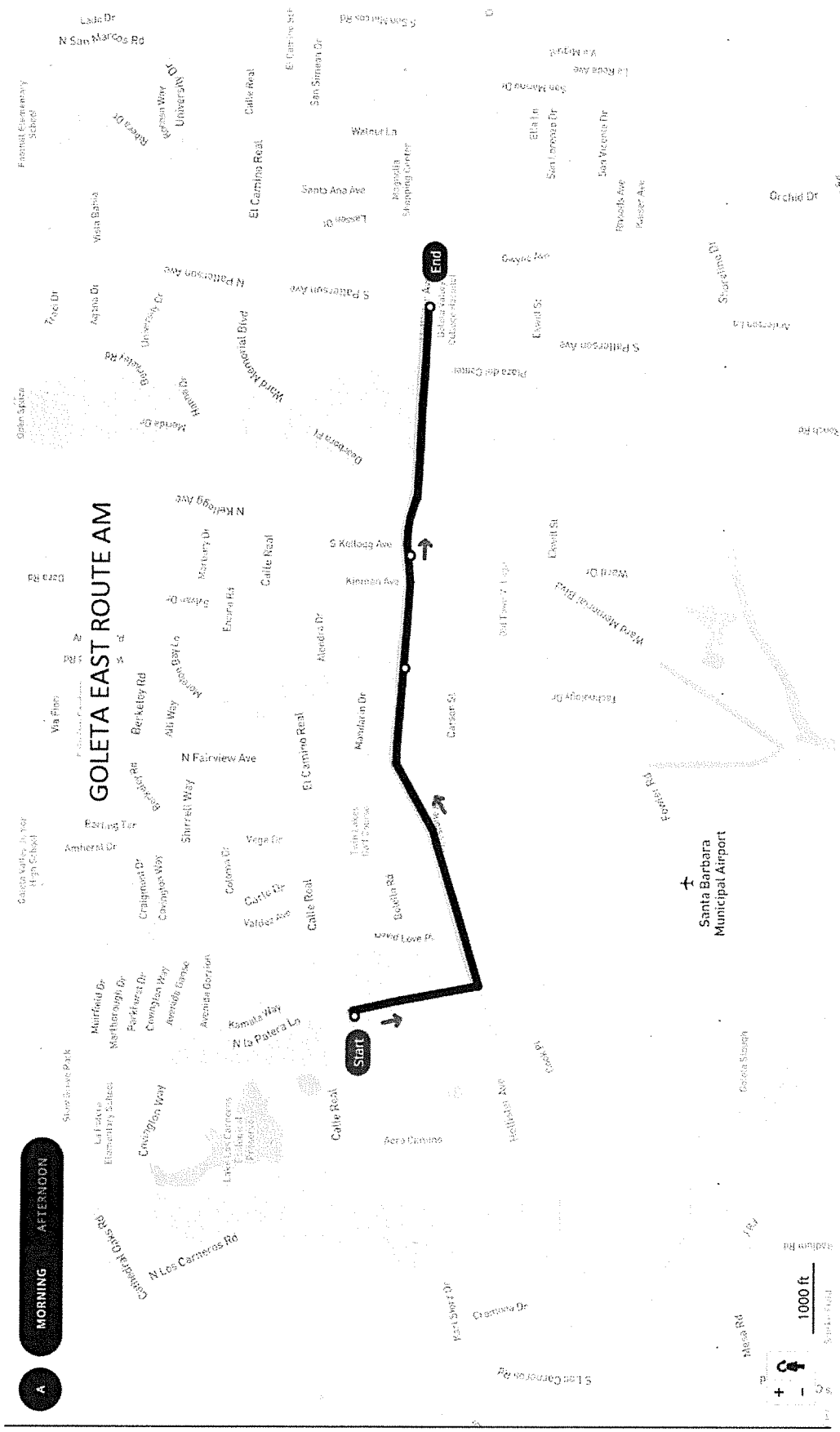
MORNING **AFTERNOON**

GOLETA WEST ROUTE PM

Santa Barbara Municipal Airport

1000 ft

Goleta East Route: A.M.



A MORNING AFTERSNOON

1000 ft
Scale in Feet

ATTACHMENT B DISTRICT BILLABLE RATE METHODOLOGY

FY 2018 Adopted Budget Unit Rates (June 14, 2017)

Category	Total Cost		Hourly Cost	
	Category	Cumulative	Category	Cumulative
Route Operations	\$15,785,453	\$15,785,453	\$70.44	\$70.44
Vehicle Maintenance	\$5,253,304	\$21,038,757	\$23.44	\$93.89
Passenger Accommodations	\$1,620,975	\$22,659,732	\$7.23	\$101.12
General Operations	\$2,943,033	\$25,602,765	\$13.13	\$114.26
Total Operating Expense	\$25,602,765	\$25,602,765	\$114.26	\$114.26
Depreciation (FY 2017 Audit)	\$3,268,571	\$28,871,336	\$14.59	\$128.84
Fully-Allocated Rate per Revenue Hour	\$28,871,336	n/a	\$128.84	\$128.84
Revenue Hours				224,084