



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

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

Department Name: Community Services
Department No.: 052
For Agenda Of: June 20, 2017
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department George Chapjian, Director, Community Services, 568-2467
Director(s)
Contact Info: Brian J. Yanez, Deputy Director Parks Division, 568-2475

SUBJECT: **Fourth Amendment to the Agreement for Reimbursement of the Cost of a Bikeway across the Gaviota Terminal Company Property; Third Supervisorial District**

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions: That the Board of Supervisors:

- a) Approve and authorize the Chair of the Board of Supervisors to execute the attached Fourth Amendment to the Agreement between the County of Santa Barbara and Texaco Trading and Transportation, Inc. for and on behalf of Gaviota Terminal Company for Reimbursement of the Cost of a Bikeway ("Fourth Amendment") (Attachment 1) to extend the term of the Agreement for two additional years until July 1, 2019; and
- b) Determine that the Board's approval and execution of the Fourth Amendment is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines, Section 15061(b)(3), because of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and there is no possibility that the approval of the Fourth Amendment may have a significant effect on the environment and direct staff to file the attached draft Notice of Exemption (Attachment 2).

Summary Text:

On July 20, 1987, the Board of Supervisors approved and executed an agreement with Texaco Trading and Transportation, Inc., on behalf of Gaviota Terminal Company ("GTC") for reimbursement of the cost of a bikeway across the GTC property (Attachment 3). The current agreement, as previously

amended, will automatically terminate on July 1, 2017 (Attachment 6). The purpose of this Board item is to amend the agreement to extend the expiration date to July 1, 2019.

Background:

The GTC property south of Highway 101 is a part of the Gaviota Marine Terminal property with facilities on both sides of the highway at Mariposa Reina exit in the Gaviota area. The site south of the highway served as an on shore oil storage facility for many years and was decommissioned as the current operation no longer requires on shore storage.

The 1987 agreement provided \$191,035 to the County for the construction of a Coastal bikeway across the GTC property located along the coastal bluff south of Highway 101 on the Gaviota Coast. It was envisioned that the bike path would provide a connection to State Park lands on either side of the GTC property. The agreement, as amended by the Third Amendment, requires that construction of the bike path shall not commence after June 30, 2017. If construction of the bike path has not commenced before July 1, 2017, the agreement shall automatically terminate.

The Agreement allows for a constructed bike path to be open for use unless continuous segments of the coastal trail to the east and west of the bike path are not available for hiking and/or equestrian uses and GTC requests that the bike path be barricaded. State Parks and the County collaborated on the design and construction documentation for the portion of the Coastal Trail on the State Park property to the east and west of the GTC site. Though plans are complete for the State Park portion of the trail, the State has not authorized construction of the trail on the State Park property at this time.

The GTC site is currently the subject of extensive remediation and plans are being processed by the owners for permits for a final cleanup of the site. This final cleanup work will potentially layout the final location for a future bikeway.

An extension of the Agreement will continue to provide funds for an additional two years for the design of the bikeway through the GTC property. Although a two-year extension of the agreement will allow the funds to continue to be used for the design of the bike path for an additional term, even with a two-year extension the agreement will automatically terminate on July 1, 2019 if construction of the bike path has not commenced before June 30, 2019.

Fiscal Analysis:

Narrative:

The County currently retains the original deposit plus accrued interest since 1987 in trust fund number 1389 for a total of \$323,301. These funds can only be used for trail design and construction and administration of the account and funds. With the approval of this Fourth Amendment, these funds will remain available for the upcoming fiscal year. Any remaining unexpended funds at the end of the term of the Fourth Amendment will revert back to GTC, its successors or assigns.

Special Instructions:

Clerk of the Board to forward certified copies of the executed Fourth Amendment to CSD-Parks Division.

Attachments:

Attachment 1 – Fourth Amendment to the Agreement between the County of Santa Barbara and Texaco Trading and Transportation, Inc. for and on behalf of Gaviota Terminal Company for Reimbursement of the Cost of a Bikeway

Attachment 2 – CEQA Notice of Exemption

Attachment 3 – 1987 Agreement between the County of Santa Barbara and Texaco Trading and Transportation, Inc. for and on behalf of Gaviota Terminal Company for Reimbursement of the Cost of a Bikeway

Attachment 4 – First Amendment to the Agreement between the County of Santa Barbara and Texaco Trading and Transportation, Inc. for and on behalf of the Gaviota Terminal Company for Reimbursement of the Cost of a Bikeway

Attachment 5 – Second Amendment to the Agreement between the County of Santa Barbara and Texaco Trading and Transportation, Inc. for and on behalf of Gaviota Terminal Company for Reimbursement of the Cost of a Bikeway

Attachment 6 – Third Amendment to the Agreement between the County of Santa Barbara and Texaco Trading and Transportation, Inc. for and on behalf of Gaviota Terminal Company for Reimbursement of the Cost of a Bikeway

Authored by:

Claude Garciacelay, Park Planner

cc: