



**SBCAG STAFF REPORT**

**SUBJECT:** Funding Agreement with Santa Barbara MTD

**MEETING DATE:** December 17, 2020 **AGENDA ITEM:** 4F

**STAFF CONTACT:** Scott Spaulding

**RECOMMENDATION:**  
Approve and authorize Chair to execute First Amendment to the Funding Agreement with Santa Barbara Metropolitan Transit District (MTD) to add to the Detailed Scope of Work to further define eligible expenditures and responsibilities.

**DISCUSSION:**  
SBCAG was awarded a Transit and Intercity Rail Capital Program (TIRCP) grant in April 2018 by the State Department of Transportation (Caltrans), which included \$1.5 million in capital funds for improvements to MTD’s transit facilities.

TIRCP is funded by Cap and Trade auction proceeds and SB1 funds. SBCAG successfully competed for two grants, including one to expand peak hour Coastal Express bus service using battery-powered coaches, develop a regional transit operations facility, and make improvements to MTD’s local transit facilities. Following a facilities assessment completed by MTD in December 2019, SBCAG received a subsequent funding allocation in June 2020 from the California Transportation Commission for \$1.2 million to implement several improvements identified in the assessment.

Caltrans has asked MTD and SBCAG to update the funding agreement to reflect the June CTC allocation. The attached First Amendment to the funding agreement further defines eligible expenditures and responsibilities of the parties related to the grant-funded improvements to MTD transit facilities. The MTD board approved the amendment on December 8.

**COMMITTEE REVIEW:** None

**ATTACHMENT**

A: Amendment #1 to TIRCP funding agreement with MTD

ATTACHMENT A

**FIRST AMENDMENT**  
**to the Funding Agreement Between the**  
**Santa Barbara County Association of Governments**  
**and the**  
**Santa Barbara Metropolitan Transit District**

**THE FUNDING AGREEMENT** made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter “SBCAG”) and the SANTA BARBARA METROPOLITAN TRANSIT DISTRICT (hereafter “MTD”), individually referred to as Party, or collectively as Parties and effective May 16, 2019, is hereby amended (First Amendment) as follows:

WHEREAS, SBCAG applied for and received \$9,009,000 under the 2018 Transit and Intercity Rail Capital Program (TIRCP) to expand Coastal Express regional transit service by purchasing electric over-the-road coaches and to make facility and infrastructure improvements to MTD-owned facilities (FACILITIES), including, that located at 5353 Overpass Road in Goleta (PROJECT) and 550 Olive Street in Santa Barbara; and

WHEREAS, the parties originally entered into the Funding Agreement for full amount of \$1.5 million in anticipation of the allocation being made by the California Transportation Commission (CTC); and

WHEREAS, in October 2018, the CTC allocated \$300,000 in funding under the SBCAG TIRCP grant that was available for making improvements to MTD-owned facilities; and

WHEREAS, in June 2020, the CTC allocated the additional \$1.2 million in funding under the SBCAG TIRCP grant making it available for improvements to MTD-owned facilities; and

WHEREAS, the California Department of Transportation requires that the Parties update the Funding Agreement after the June 2020 allocation by the CTC; and

WHEREAS, MTD has conducted a facility assessment that has identified significant and specific improvements necessary to return the 5353 Overpass Road property to a minimum level of functionality to support transit operations; and

WHEREAS, SBCAG and MTD agree that MTD will be the lead agency for any grant-funded improvements to the FACILITY that will require reimbursement from SBCAG for the costs of implementing these improvements; and

WHEREAS, MTD and SBCAG agree that MTD is best equipped to provide project management for engineering and design components and to oversee any technical studies

needed for environmental approvals and permitting for infrastructure improvements at the facilities; and

WHEREAS, the Parties may amend the Funding Agreement pursuant to Section 21.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**1. Exhibit D, Attachment 1, Part B. Detailed Scope adds the following:**

Terminal 2 reactivation for vehicle operations and storage.

The existing Terminal 2 facilities have not been used for about 20 years and require significant refurbishment. The following improvements are under consideration prior to operating transit vehicles out of this location.

- The entire site must be secured, including a new 8-foot tall perimeter fence for the entire facility.
  - To fuel vehicles, a temporary 12,000 gallon, UL listed above-ground fuel tank with integral dispenser will be installed at a cost of about \$180,000.
  - Lighting repairs/replacement and new security cameras should be installed throughout the facility to further secure the property.
  - The existing building requires minor improvements to allow use of the facility for storage, restroom access, and other uses.
  - Pavement repairs are required throughout the Overpass facility, in particular around existing storm drain catch basins where pavement is in poor condition.
  - The existing bus wash equipment will either be replaced, or removed entirely in favor of manually washing vehicles. If the latter is the desired approach, lighting will be installed within the wash bay.
  - Design and permitting costs associated with the aforementioned improvements
2. **Ratifications.** The terms and provisions set forth in First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Funding Agreement. The terms and provisions of the Funding Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Funding Agreement to be effective on the date when fully executed by both parties.

SANTA BARBARA METROPOLITAN  
TRANSIT DISTRICT:

By: \_\_\_\_\_  
Dave Davis, Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jerry Estrada, General Manager  
Santa Barbara Metropolitan Transit District

SANTA BARBARA COUNTY ASSOCIATION  
OF GOVERNMENTS:

By: \_\_\_\_\_  
Gregg Hart, Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Marjie Kirn  
Executive Director SBCAG

APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

