



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: Planning &
Development
Department No.: 053
For Agenda Of: August 27, 2019
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department
Director: Lisa Plowman, Director, Planning & Development (805) 568-2085
Contact Info: John Zorovich, Deputy Director, Energy, Minerals, and Compliance
Division (805) 568-2519
SUBJECT: Approval of Contract Amendment No. 1 to the Professional Services Agreement with Aspen Environmental Group for Preparation of the Supplemental Environmental Impact Report for the Strauss Wind Energy Project, located in the 3rd and 4th Supervisorial Districts.

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, and authorize the Chair to execute Contract Amendment No. 1 to the Professional Services Agreement BC19-078 with Aspen Environmental Group, to increase the scope of work and to add funding in the amount of \$55,309.00 for a revised base amount of \$366,123.00 and a total contract amount not to exceed \$431,131.00 inclusive of contingency, in order to complete preparation of the Final Supplemental Environmental Impact Report for the Strauss Wind Energy Project. The recommended Contract Amendment No. 1 is included as Attachment 1-A.
- b) Authorize the Director of Planning and Development, or designee, to approve contingency costs in the additional amount of \$18,386.00 for a revised total contingency amount not to exceed \$65,008.00.
- c) Determine that this action is exempt from CEQA pursuant to CEQA Guidelines Section 15378(b)(5), which exempts organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment.

Summary Text:

Additional work beyond the original scope of the Agreement is necessary to complete preparation of the Final Supplemental Environmental Impact Report (Final SEIR) for the Strauss Wind Energy Project (SWEP). This Amendment No. 1 includes a request for an additional \$55,309.00 to fund out-of-scope efforts for Contract Tasks 3, 5, 7, and 8. The out-of-scope efforts are required to:

- Complete work on the Draft SEIR by increasing Contract Task 3 for an additional \$40,689.00 to fund: (1) support in reviewing additional Phase II cultural work and continuing consultation with the Santa Ynez Band of Chumash Indians (SYBCI) on SWEP's potential impacts to cultural and tribal resources (\$10,401.00); (2) prepare simulations from tribal cultural sites (\$20,460.00); and (3) potential recirculation of the Draft SEIR's Cultural Resources section (\$9,828.00). The out-of-scope efforts are a result of a comment letter received from SYBCI during the Draft SEIR public review comment period. In its letter, SYBCI indicated that Phase II evaluation efforts at nine cultural resources need to be conducted and analyzed in the Draft SEIR. In addition, the letter raised new tribal resource issues that require further staff coordination with the SYBCI.
- Complete work on the Final SEIR by increasing Contract Task 5 by \$6,904.00 to respond to comments received during the Draft SEIR public comment period. These costs result from a higher number of comments on the Draft SEIR than anticipated in the scope of work (assumed maximum of 350 vs. over 500 received). In addition, there are a high number of technical and legal comments, which will require the preparation of fairly substantial responses.
- Provide adequate decision-maker hearing support by increasing Contract Tasks 7 and 8 for an additional \$7,716 to fund: (1) Aspen's project manager, biologist, and cultural resources specialist to support staff at four decision-maker hearings (\$4,160), if needed; and (2) preparation of a Revision Letter to the Final SEIR that evaluates an alternative to a project level detail (\$3,556). The out-of-scope efforts are due to the controversy that has emerged during the Draft SEIR public review comment period regarding certain aspects of the Project.

This contract amendment also includes an additional \$18,386.00 to replenish a portion of the original contingency.

A detailed accounting of the out-of-scope costs and the requested scope modification for Contract Tasks 3, 5, 7 and 8 and the contingency is provided in the July 16, 2019 memorandum from Aspen which is included in Attachment 1-A.

Background: The SWEP consists of 30 wind turbine generators up to 492 feet tall; a new 7.3-mile, 115-kilovolt (kV) transmission line to interconnect with the Pacific Gas and Electric (PG&E) electric grid; an approximate 1-acre substation; an approximate 1.4-acre switchyard; an approximate 0.4-acre operations and maintenance building; replacement of wires and poles along PG&E's existing Manville 115-kV power line from the proposed switchyard to PG&E's Cabrillo substation in the City of Lompoc (0.6 miles); and upgrades to the Cabrillo substation.

The SWEP application for a Conditional Use Permit (16CUP-00000-00031), a Variance (18VAR-00000-00002) and a Coastal Development Permit (18CDP-00000-00001) was deemed complete for processing on April 6, 2018. On April 13, 2018, Planning & Development (P&D) released a Request for Proposals to prepare a SEIR. The Project applicant selected Aspen Environmental Group to prepare the SEIR. On August 14, 2018, the Board approved the SEIR Agreement. The P&D Director has approved four Contingency Authorizations for out-of-scope work: (1) No. 1 was approved on December 18, 2018 to provide additional analysis of visual impacts and air quality impacts; (2) No. 2 was approved on April 3, 2019 to provide peer-review of a risk assessment for the potential of wind turbine blade throws; (3) No. 3 was approved on April 30, 2019 to assist

with gathering all documents referenced in the Draft SEIR per a request from Adams Broadwell Joseph & Cardozo, Attorneys at Law; and (4) No. 4 was approved on July 17, 2019 to provide additional effort to respond to a large volume of comments received during the Draft SEIR public comment period (Contingency Authorization No. 4 only covered a portion of responding to the large volume of public comments). These four Contingency Authorizations have extinguished the Contingency budget.

Fiscal and Facilities Impacts:

All costs for this project are fully reimbursed by the Project applicant. With this Contract Amendment No. 1, the not-to-exceed cost of completing the SWEP SEIR total increases from \$357,436.00 to \$431,131.00. The applicant will deposit the authorized amount (\$73,695.00) upon the Board’s approval of the requested Contract Amendment No. 1.

P&D will continue to invoice the applicant for all staff time necessary to administer the Agreement for Services and related planning activities. These funds are budgeted in the Permitting Budget Program on page D-269 of the County of Santa Barbara Fiscal Year 2019–20 adopted budget.

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal			
Fees			
Other:			431,131.00
Total	\$ -	\$ -	431,131.00

Key Contract Risks:

A risk analysis was performed on the original Agreement and was determined to be of medium risk due to the contract size and competitive acquisition with a limited number of bidders. The contract amendment is considered to have a low risk to County fiscal resources since the amount of \$73,695.00 will be paid in-full by the applicant in the form of a deposit to the County. The Agreement will continue payment arrangements based on periodic compensation at selected milestones. Payments will be released when all services have been completed, delivered and found to be satisfactory. Funds from the deposit will only be expended upon satisfactory product delivery and performance by Aspen.

Special Instructions:

The Clerk of the Board will forward a copy of the complete executed Contract Amendment No. 1 to the Agreement for Services and Minute Order to: P&D, Energy, Minerals & Compliance Division, Attention: Kathy Pfeifer.

Attachments:

Attachment 1:

- A. Contract Amendment No. 1 to Agreement for Services (BC19-078)
- B. Contingency Authorizations Nos 1-4
- C. Original Contract

**ATTACHMENT 1-A
CONTRACT AMENDMENT NO. 1
AGREEMENT FOR SERVICES (BC19-078)**

BOARD OF SUPERVISORS CONTRACT AMENDMENT NO. 1
TO AGREEMENT BETWEEN COUNTY OF SANTA BARBARA AND
ASPEN ENVIRONMENTAL GROUP

This Contract Amendment (hereinafter referred to as Amendment No. 1) constitutes a modification to the original Agreement between County of Santa Barbara (COUNTY) and Aspen Environmental Group (CONTRACTOR), Contract No. **BC19-078**, which was entered into on August 14, 2018.

Effective as of August 27, 2019, the original Agreement is modified as follows:

1. The following work is added to Exhibit A of the Agreement as attached hereto and incorporated herein by reference:
 - a. As described in Aspen memorandum to Santa Barbara County Planning and Development dated July 16, 2019, which is included herein as Attachment 1-A.
2. Additional funding of \$73,695.00 is added to the Agreement. Exhibit B of the Agreement, Section "A" is deleted and replaced in its entirety as follows:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total base contract amount, including cost reimbursements, not to exceed \$366,123.00. Upon written approval by the Director of Planning and Development, or designee, a contingency cost may be approved beyond the total base in an amount not to exceed \$65,008.00, making the overall Agreement total, including cost reimbursements, not to exceed cost is \$431,131.00.
3. The CONTRACTOR agrees to comply with the changes in compensation for each of the specific tasks added as follows:
 - a. Task 3 by \$40,689.00, Task 5 by \$6,904.00, Task 7 by \$4,160.00 and Task 8 by \$3,556.00.
 - b. Contingency amount by \$18,386.00, 15% of the costs of tasks that have not been completed.
4. The time provided (in working days) to complete each of the above-described work tasks and the revised schedule for the total project are as described in Attachment 1-A.
5. Any and all Contingency Authorizations, including but not limited to Contingency Authorizations Nos 1-4 which are attached hereto in Attachment 1-B and incorporated herein by reference.

CONTRACTOR understands and agrees that the compensation granted herein constitutes the total and entire compensation for these changes in the work. All other terms and conditions of the original Agreement, as previously amended, if applicable, shall remain in full force and effect.

ATTEST:

CLERK OF THE BOARD

By _____
Deputy Clerk of the Board

Chair, Board of Supervisors

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
County Counsel

CONTRACTOR
Jon Davidson, Project Manager
Aspen Environmental Group

By _____

RAY AROMATORIO
Risk Manager

By _____

APPROVED AS TO FORM:

BETSY SCHAFFER, CPA
Auditor-Controller

LISA PLOWMAN, Director
Planning and Development

By _____

By _____

ATTACHMENT 1-B
CONTINGENCY AUTHORIZATIONS NOs 1-4

**ATTACHMENT 1-C
ORIGINAL CONTRACT**