



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: General Services
Department No.: 063
For Agenda Of: March 12, 2024
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Kirk Lagerquist, Director, General Services (805) 560-1011
Contact Info: Skip Grey, Assistant Director, General Services (805) 568-3083
SUBJECT: Agreement for Services of Independent Contractor with Langan CA, Inc. to Respond to the Regional Water Quality Control Board – Central Coast Region Cleanup and Abatement Order No. R3-2023-0070; Fourth Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

It is recommended that the Board of Supervisors:

- a) Approve and authorize the General Services Director or designee to execute, in substantially the same form, an Agreement for Services of Independent Contractor with Langan CA, Inc. in an amount not to exceed \$2,572,000.00 between the County of Santa Barbara (“County”), the City of Santa Maria (“City”), and the Santa Maria Public Airport District (“Airport District”), for an eight year term, to carry out the required actions necessary to comply with Cleanup and Abatement Order No. R3-2023-0070 issued by the Regional Water Quality Control Board – Central Coast Region for 2936 Industrial Parkway, Santa Maria, California with work being initiated via Task Orders (majority vote);
- b) Approve and authorize the Director of General Services, or designee, to execute Task Orders and approve Task Order amendments within the scope of the Agreement, upon concurrence with the Auditor-Controller’s Office and the Office of County Counsel (majority vote); and
- c) Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, finding that the actions consist of the minor alteration of existing facilities involving negligible or no expansion of existing or former use, Section 15304, finding the actions consist of minor alternations to land, 15306 where actions

consist of basic data collection, research, experimental management, and resource evaluation activities, and 15309 which consists of activities limited entirely to inspections.

Summary Text:

This item is before the Board to seek approval of an Agreement for Services of Independent Contractor with Langan CA, Inc. between the County, the City of Santa Maria, and the Santa Maria Public Airport District (the “Joint Consultant”). The City and Airport District are also in the process of reviewing and approving the Agreement. The Joint Consultant was selected after responding to a Request for Proposal solicitation that was issued by the County on February 5, 2024. The Joint Consultant will carry out the work required to respond to a Cleanup and Abatement Order (CAO). The CAO was issued by the Regional Water Quality Control Board – Central Coast Region (“Regional Water Board”) for alleged historic discharges of pollutants at 2936 Industrial Parkway, Santa Maria, California from approximately 1949 to 1968, during which time SEMCO Twist Drill and Tool Company, Inc. (SEMCO) operated a precision tool manufacturing business on the site. The CAO can be found on the State Water Resources Control Board’s Geotracker website: Cleanup and Abatement Order No. R3-2020-0018 (ca.gov)

The Joint Consultant will begin with Task Order 1, which would include the development of a workplan and implementation schedule for submission to the Water Board, which will assess the existing groundwater monitoring network and the current condition of the onsite groundwater extraction and treatment system. Subsequent Task Orders would involve restoring the existing groundwater monitoring network, groundwater monitoring, completing an onsite and offsite investigation, and submitting a feasibility study and remedial action plan, and implementation of that plan. These additional tasks are estimated to cost between \$1,217,000 and \$2,572,000. **As detailed in the Fiscal Analysis section below, the Department is continuing to look for other funding sources and responsible parties to share in these costs to reduce this fiscal impact.**

Background:

On September 26, 2023, the Regional Water Board issued Cleanup and Abatement Order No. R3-2023-0070 (CAO) to various entities, including the County, City, and the Airport District, concerning the real property at 2936 Industrial Parkway, Santa Maria, California. The CAO mandates an investigation and cleanup of trichloroethylene (TCE), volatile organic compounds (VOCs), petroleum hydrocarbons, and 1,4-dioxane in soil, soil gas, and groundwater around the site. The Regional Water Board attributes liability to the County and City's co-ownership from 1949 to 1964 and the Airport District's ownership from 1964 to 1968, during which SEMCO operated on the site and allegedly used TCE or other VOCs in its precision tool manufacturing business.

The County, City, and District have entered into a Common Interest Agreement approved by the Board on January 23, 2024 that outlines shared responsibilities among the parties, all public agencies with overlapping jurisdictions. It emphasizes cooperation, cost-sharing, and the appointment of a Joint Consultant, a licensed professional engineer or geologist, to manage and conduct the required response actions. The Agreement allows each party to review and comment on the consultant's work, approve material modifications to the consultant's retention agreement, and to terminate the agreement upon notice.

The Joint Consultant will be tasked with responding to the CAO requirements, including locating the prior groundwater well monitoring network and assessing their conditions, conducting groundwater monitoring, adding new groundwater wells for monitoring, soil sampling, creating a feasibility study, developing an

onsite and offsite workplan, developing a remedial action plan, and submitting quarterly remediation progress reports. The Joint Consultant has estimated the cost for the remaining tasks once the plan is submitted and accepted by the Water Board to range from \$1,217,000 to \$2,572,000.

Fiscal and Facilities Impacts:

Budgeted: The County’s portion of Task Order #1 is budgeted.

Fiscal Analysis:

Funding Sources	Current FY Cost (Task Order #1)
County of Santa Barbara	\$2,333.34
City of Santa Maria	\$2,333.33
Santa Maria Airport District	\$2,333.33
Total	\$7,000.00

An accurate estimated fiscal analysis of the entire project cannot be provided at this time given the indefinite and unknown nature of the environmental remediation associated with this contract. Use of this contract would be budgeted with individual task orders and presented to the General Services Director for approval as needed. The proposed total contract amount is not to exceed \$2,572,000, and would be subject to future modification depending on data results as the environmental investigation proceeds. Exact funding for this total contract amount is unknown at this time. Pursuant to the Common Interest Agreement (Attachment 2) the Airport District is in the process of searching for potential funding opportunities. Additionally, the parties are continuing to search for potential insurance, at least one owner has applied for program funding, and the parties are still identifying responsible parties to potentially share in these costs.

Funding for the County’s one-third share of the proposed contract amount of \$2,572,000 has been set aside in the General Fund, General County Programs. If additional appropriations are needed for the County’s share of subsequent Task Orders, the Department will return to the Board; Pursuant to the Common Interest Agreement, the Agreement for Services of Independent Contractor will initially split costs three ways with the County, the City, and Airport District. The parties agree to reimburse the Joint Consultant for its fees, costs, and expenses incurred to carry out the Shared Work on an equal, one-third pro rata basis. The Agreement for Services of Independent Contractor provides for separate invoicing for each Party according to its pro rata share. Each Party agrees to pay its respective share to the Joint Consultant in accordance with the payment terms of the Agreement for Services of Independent Contractor (Attachment 1).

Special Instructions:

None.

Attachments:

1. Attachment 1 – Agreement for Services of Independent Contractor
2. Attachment 2 – Executed Common Interest Agreement
3. Attachment 3 – Notice of CEQA Exemption

Authored by:

Skip Grey