



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: January 23, 2024  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**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:** Common Interest Agreement with the City of Santa Maria and the Santa Maria Public Airport District for Cleanup and Abatement Order No. R3-2023-0070; Fourth Supervisorial District

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*Skip Grey on behalf of Kirk Lagerquist*

**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

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 enter into a Common Interest Agreement (“Agreement”) by and between the County of Santa Barbara (“County”), the City of Santa Maria (“City”), and the Santa Maria Public Airport District (“Airport District”), to work cooperatively to retain a joint consultant 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, subject to approval by Auditor Controller, Risk Management and County Counsel;
- b) Determine that the above action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5) because it consists of government administrative or fiscal activities that will not result in direct or indirect physical changes in the environment.

**Summary Text:**

This item is before the Board to seek approval of a Common Interest Agreement between the County, the City of Santa Maria, and the Santa Maria Public Airport District to work together 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 historic discharges of pollutants near the Santa Maria

Public Airport from 1964 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)

**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 site has been subject to regulatory orders since 1987, but satisfactory investigation and cleanup have not been completed. On December 11, 2023, the County, Airport District, and City appealed the CAO to the State Water Resources Control Board and sought a hearing and stay. The joint and several obligations set forth in the CAO remain operative unless and until a stay is granted by the State Water Resources Control Board. The State Water Board's deadline to accept the petition for review or it is automatically denied, is January 25, 2024. If the State Water Board accepts the petition for review, the deadline to act on the request for a stay is March 25, 2024. The Regional Board denied the County's request to extend the deadlines under the CAO to March so the upcoming obligations will not be subject to a stay. The Regional Water Board has the authority to impose penalties and fines for non-compliance with its CAO.

The Common Interest Agreement 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.

Once selected via a competitive request for proposals to be issued by the County, 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 costs associated with this work are unknown at this time and will be better understood once a joint consultant is retained.

**Fiscal and Facilities Impacts:**

There is no direct fiscal impact in entering into this Common Interest Agreement. The fiscal impact will arise from the joint consultant agreement, which will be brought to the Board at a later date.

Although there is no direct fiscal impact, the approval of this Common Interest Agreement will initially split costs with 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 Joint Contractor's retention agreement shall provide for separate invoicing from the Joint Contractor to each Party according to its pro rata share. Each Party agrees to pay its respective share to the Joint

Contractor in accordance with the payment terms of such invoices and the Joint Consultant's retention agreement.

**Special Instructions:**

Please send one (1) copy of the fully executed Common Interest Agreement to Jeff Laass, Real Property Manager.

**Attachments:**

1. Attachment 1 – Draft Common Interest Agreement

**Authored by:**

Skip Grey