

**FIRST AMENDMENT TO AGREEMENT FOR
SERVICES OF INDEPENDENT CONTRACTOR**

This First Amendment to the Agreement for Services of Independent Contractor Langan CA, Inc. (“Amendment”), is entered into, by, between, and among the County of Santa Barbara, a political subdivision of the State of California (COUNTY), the City of Santa Maria, a political subdivision of the State of California (CITY), and the Santa Maria Public Airport District, a special district (AIRPORT DISTRICT) (COUNTY, CITY and DISTRICT hereafter collectively AGENCIES), and Langan CA, Inc., a California corporation (CONTRACTOR), with an address at 924 Anacapa Street, Suite 2X, Santa Babara, CA 93101.

A. WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor effective on March 25, 2024 (“Agreement”) in which the AGENCIES retained Langan CA, Inc., in part, to provide technical environmental services as needed to respond to Cleanup and Abatement Order No. R3-2023-0070 (CAO) related to the former operations of SEMCO Twist Drill and Tool Company, Inc. (SEMCO) at the Site.

B. WHEREAS, the COUNTY, CITY, and DISTRICT each filed a petition for writ of mandate to challenge whether it was a properly named party in the CAO.

C. WHEREAS, the AGENCIES have entered a settlement with the Central Coast Regional Water Quality Control Board (Water Board) to resolve the respective petitions for writ of mandate and the CAO with respect to the AGENCIES, and the AGENCIES have agreed to perform a scope of work under the settlement that is consistent with the statement of work in the Agreement.

D. WHEREAS the AGENCIES entered into a Common Interest Agreement effective on January 23, 2024 memorializing their mutual interest to implement the required actions under the CAO in a timely, efficient, complete, and coordinated manner.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree to the amendments and modifications to the Agreement as follows.

TERMS

1. EFFECTIVE DATE. This Amendment is conditioned upon the execution of the Settlement Agreement between the Water Board and the AGENCIES, and shall become effective as of April 24, 2025.
2. AMENDED TERMS. The following terms of the Agreement are amended as follows:

A. Paragraph 5, Compensation of Contractor, of the Agreement is amended to read as follows:

In full consideration for CONTRACTOR’s services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms

of EXHIBIT B, attached hereto and incorporated herein by reference. Pursuant to the separate First Amendment to the Common Interest Agreement between the AGENCIES, the AGENCIES have agreed to contribute a portion of the estimated amount of costs for the Settlement Work. Based on that agreement, billing for any work after April 24, 2025 (Settlement Work) until the total amount of the services reaches \$1,150,000.00 shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to the COUNTY at the address for Notices to COUNTY set forth in Section 2 of the Agreement, following completion of the increments identified on EXHIBIT B.

If CONTRACTOR's services for the Settlement Work exceed \$1,150,000.00, then all Billing for any Settlement Work in excess of thereof shall be made by invoice, with the total of each invoice split into equal shares between the COUNTY and CITY, which shall include the contract number assigned by COUNTY, delivered to the COUNTY and CITY at the address for Notices to COUNTY and CITY set forth in Section 2 of the Agreement, following completion of the increments identified on EXHIBIT B.

Unless otherwise specified on EXHIBIT B, payment shall be net forty-five (45) days from delivery of invoice.

B. Paragraph 19, Termination, of the Agreement is amended to read as follows:

A. By AGENCIES. Any of the AGENCIES may, by written notice to CONTRACTOR and all parties listed in Section 2 (Notices) above, terminate this Agreement in whole or in part at any time, whether for any of the AGENCIES' convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** The COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice to all parties listed in Section 2 (Notices) of the Agreement. If this Agreement is terminated by the COUNTY, during the thirty (30) day period, CONTRACTOR shall, as directed by the COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on AGENCIES from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State, COUNTY or CITY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then

AGENCIES will notify CONTRACTOR and all parties listed in Section 2 (Notices) above of such occurrence, and AGENCIES may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, the AGENCIES shall have no obligation to make payments with regard to the remainder of the Term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice to all parties listed in Section 2 (Notices) above ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify AGENCIES in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. By CONTRACTOR. Should any of the AGENCIES fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by AGENCIES within thirty (30) days of written Notice to COUNTY of such late payment. If less than all AGENCIES fail to pay CONTRACTOR, CONTRACTOR may terminate the AGREEMENT as to the defaulting AGENCIES only, and may continue to provide services hereunder to the non-defaulting AGENCIES, who shall be responsible for equal shares of services thereafter.

- C. Upon termination, CONTRACTOR shall deliver to AGENCIES, all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as AGENCIES may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, terminating AGENCIES shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to AGENCIES such financial information as in the judgment of AGENCIES is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of AGENCIES shall be final. The foregoing is cumulative and shall not affect any right or remedy which AGENCIES may have in law or equity.

D. Exhibit A, Statement of Work, of the Agreement is amended to read as follows:

The scope of work to be performed by CONTRACTOR shall include, but not be limited to:

Conduct Work as Needed to Respond to the Order, including but not limited to:

- Conduct project oversight, act as point of contact, and other technical support, as needed, to timely respond to Cleanup and Abatement Order R3-2023-0070 and Monitoring and Reporting Program Order No. R3-2023-0071 (including any subsequent amendments) requirements and other directives of the Regional Water Board relating to the Site.*
- Conduct environmental site assessments and investigations, risk assessments, groundwater monitoring, workplans, reports, feasibility studies, remedial design, remediation, cost analyses, alternative analyses, and other technical environmental services as needed.*

Review and Provide Comment on Work Performed at the Site, including but not limited to:

- Provide comment and direction on existing data, data gaps, and additional investigations necessary to fully delineate the site.*
- Review, interpret, and provide comment and direction on any data, reports or other response actions by any other discharger named in the Cleanup and Abatement Order R3-2023-0070 and Monitoring and Reporting Program Order No. R3-2023-0071 (including any subsequent amendments).*
- Provide legal support and related support at the direction of legal counsel, if necessary.*

Prior to starting any work on this Project or performing any services, the CONTRACTOR shall provide to the COUNTY and CITY a task order of the services to be provided for a particular phase or scope of work as part of this Project with a not to exceed budget for the work included in the task order. No work is authorized to be performed until the COUNTY's and CITY's DESIGNATED REPRESENTATIVES approve the proposed task order and budget in writing. In addition, work may be directed by the COUNTY's DESIGNATED REPRESENTATIVES, as long as the proposed work is outlined in a task order with a not to exceed budget for the work that has been approved by the COUNTY's and CITY's DESIGNATED REPRESENTATIVES.

Suspension for Convenience. The COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. The AGENCIES shall incur no

liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

E. Exhibit B, Payment Arrangements – Periodic Compensation, of the Agreement is amended to read as follows:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$2,572,000. As provided in Exhibit A, CONTRACTOR services shall only be approved, directed and provided by written task order with a “not to exceed” budget that has been approved in writing by the COUNTY’s and CITY’s DESIGNATED REPRESENTATIVES. Any extra work or costs in excess of the amount listed in the task order must first be reviewed and approved by the COUNTY’s and CITY’s DESIGNATED REPRESENTATIVES in writing before such work is allowed and will be compensated.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by the COUNTY and CITY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B-1 (Schedule of Fees). Invoices submitted for payment that are based upon the scope of the Settlement Work in the Settlement Agreement, and may overlap with some work described in Attachment B-1, and must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Until the total amount of the services for the Settlement Work (after April 24, 2025) reaches \$1,150,000.00, CONTRACTOR shall submit, quarterly, an invoice to the COUNTY that represents the costs of all services provided under the approved task order for the period specified. For any amount of services for the Settlement Work exceed \$1,150,000.00, CONTRACTOR shall submit, quarterly, two invoices (one to the COUNTY and one to the CITY) that represents the prorated costs of all services provided under the approved task order for the period specified.
- D. Invoices shall be provided to the COUNTY’s and, once applicable, CITY’s DESIGNATED REPRESENTATIVES for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Settlement Work. These invoices must reference the assigned Contract Number.
- E. The COUNTY’s and, once applicable, CITY’s DESIGNATED REPRESENTATIVES shall evaluate the quality of the service performed and if

found to be satisfactory and within the cost basis of the approved task order budget
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- F. shall initiate payment processing. COUNTY and, once applicable, CITY shall pay invoices or claims for satisfactory work within 45 days of receipt of correct and complete invoices or claims form CONTRACTOR.
- G. COUNTY, CITY, and/or AIRPORT DISTRICT'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY, CITY, and/or AIRPORT DISTRICT'S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to this Agreement to be effective on April 24, 2025.

COUNTY OF SANTA BARBARA

By: _____

Name: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

CITY OF SANTA MARIA

By: _____

Name: _____

Title: _____

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____

Name: _____

Title: _____