

## FIRST AMENDMENT TO LABOR SERVICES AGREEMENT

This First Amendment to Labor Services Agreement (“First Amendment”) dated September, 2021 (“Effective Date”) is by and between STAFFING NETWORK HOLDINGS, LLC, a Delaware limited liability company, California Department of Industrial Relations (“DIR”) registration number \_\_\_\_\_ (“Vendor”) and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code §4700 et seq., DIR registration number 100010096 (“Sanitation District”).

- A. Vendor and Sanitation District are Parties to the Labor Services Agreement, dated August 28, 2019 (the “Agreement”). All terms not defined in this First Amendment have the meanings set forth in the Agreement.
- B. Under the Agreement, Vendor is responsible for providing labor services.
- C. The Parties agree in writing to extend the duration of the Agreement for a one-year period.

Sanitation District, in response to the Supreme Court of California’s decision in *Kaanaana v. Barrett Business Services, Inc., et al.* (2021) 11 Cal.5th 158 (“*Kaanaana*”) has determined that the labor services provided by Vendor are now subject to prevailing wage laws of California and thus the Parties must comply with same, including but not limited to the registration and reporting requirements of the DIR.

Vendor and Sanitation District therefore agree as follows:

1. The first sentence will be deleted at the beginning of Section 2b and the following sentence will be replaced at the beginning of Section 2b of the Agreement:

The First Extended Term begins on October 1, 2021 and expires on September 30, 2022.

2. The following changes will be made to Section 3 of the Agreement:

- Section 3b. (4) will be added as follows:

(4) Vendor acknowledges that all Work performed under this Agreement is subject to Prevailing Wage laws. Vendor agrees to indemnify, defend and hold harmless Sanitation District for any damages arising out of Vendor’s failure to be properly registered with the DIR or otherwise comply in all respects with California prevailing wage laws applicable to District projects, in light of the *Kaanaana* decision.

- Section 3c. (3) will be deleted in its entirety.
- Section 3g will be added as follows:

g. **Wage Rates, Travel and Subsistence.**

(1) **Wage Rates.** Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code §1770 et. seq., the Sanitation District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this Work is to be performed for each craft, classification, or type of Employee needed to provide the Work contemplated under this Agreement from the Director of the DIR. These rates are listed in Section 4 of the Agreement, on file with the Sanitation District, and copies will be made available to any interested party on request. Vendor shall post a copy of such wage rates at the Facilities. For any Employee employed to perform Work, where such Work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by the DIR, said Employee shall be

paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

(2) **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½ ) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Agreement, or authorized by law.

(3) **Wage Rates Not Affected by Other Contracts.** Vendor shall pay and shall cause to be paid to each Employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged to exist between Vendor and Employee.

(4) **Travel and Subsistence.** Vendor shall pay and shall cause to be paid to each Employee performing Work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code §1773 et seq., including but not limited to Labor Code §1773.1.

(5) **Change in Prevailing Wage.** If the DIR issues a change in any prevailing rate of per diem wages in the locality in which this Work is to be performed, Vendor must comply with current prevailing wages at all times pursuant to determinations by the DIR and Labor Code §1773 et seq. Prevailing wage determination rates are issued twice a year, in February and August and, as of the date of this First Amendment, the effective date of a determination is 10 days after the issue date of the determination. So, for example, if the prevailing wage determination is issued February 22nd, the effective dates for implementing said new rate is March 3rd in leap years, and March 4th in non-leap years.

(6) **Minimum Wage Rates.** Any Employee employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification. Vendor is required to pay the California and/or local minimum wage, whichever is higher, for the basic hourly rate in all cases where the published prevailing wage rate is below the California and/or local minimum wage rate. If the California and/or local minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new California and/or local minimum wage, whichever is higher.

(7) **Per Diem Wages.** Vendor shall pay and shall cause to be paid to each Employee performing Work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code §1773.1.

(8) **Posting of Wage Rates.** Prior to commencing any Work, Vendor shall post the required notice/poster required under the California Code of Regulations and Labor Code §1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Facilities. The required notice/poster is available on the Labor Commissioner/DLSE's website.

(9) **Forfeiture and Payments.** Pursuant to Labor Code §1775, Vendor shall forfeit to Sanitation District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each Employee paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such Employee is employed for any Work performed. The amount of the penalty shall be determined by the Labor Commissioner/DLSE and shall be based on consideration of Vendor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Vendor in meeting Employee's prevailing rate of per diem wage obligations, or Vendor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or

2/13  
MP 9-14-21

neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Vendor had knowledge of it or obligations under this part. The difference between such prevailing rate of per diem wage and amount paid to each Employee for each calendar day or portion thereof for which each Employee was paid less than the prevailing rate of per diem wage shall be paid to each Employee by Vendor.

(10) **Monitoring and Enforcement by Labor Commissioner/DLSE.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE). Vendor shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner/DLSE in accordance with Labor Code §1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner/DLSE. Vendor must sign up for, and utilize, the Labor Commissioner/DLSE's electronic certified payroll records submission system. The Sanitation District will have direct and immediate access to all certified payroll records for Work performed under this Agreement that are submitted through the Labor Commissioner/DLSE's system. The Sanitation District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming accuracy of payroll records, conducting Employee interviews and audits, and requiring submission of itemized statements prepared in accordance with Labor Code §226, and conducting random in-person inspections of the Facilities ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Facilities and observation of work activities, interviews of Employees and others involved with the Facilities, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to the Facilities or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the Sanitation District by Vendor. Vendor and all Employees shall cooperate and comply with any lawful requests by the Labor Commissioner/DLSE. The failure of the Labor Commissioner/DLSE, or any other entity related to the DIR to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

- Section 3h will be added as follows:

h. **Record of Wages Paid, Certified Payroll Submission and Inspection.**

(1) **Payroll Records.**

a) Pursuant to Labor Code §1776, Vendor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, or Employee employed by Vendor in connection with the Work.

b) All Vendor payroll records as specified in Labor Code §1776 shall be certified and furnished directly to the Labor Commissioner/DLSE in accordance with Labor Code §1771.4 (a) (3) on a monthly basis (or more frequently if required by the Sanitation District or the Labor Commissioner/DLSE) and in a format prescribed by the Labor Commissioner/DLSE. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the Sanitation District in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection to the Labor Commissioner/DLSE at all reasonable hours at the principal office of Vendor on the following basis:

3/13  
M 9-14-21

i. A certified copy of an Employee's payroll record shall be made available for inspection or furnished to the Employee or Employee's authorized representative on request.

ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Sanitation District, the Labor Commissioner/DLSE or the Division of Apprenticeship Standards of the DIR.

iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Sanitation District, the Division of Apprenticeship Standards of the DIR or the Labor Commissioner/DLSE. If the requested payroll records have not been provided pursuant to Paragraph (ii) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Vendor, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Vendor.

c) The certified payroll records shall be on forms provided by the Labor Commissioner/DLSE or shall contain the same information as the forms provided by the Labor Commissioner/DLSE.

d) Vendor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Sanitation District, the Division of Apprenticeship Standards of the DIR or the Labor Commissioner/DLSE shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Vendor awarded the Work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (§175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to §329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

f) The Vendor shall inform the Sanitation District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location and address within five (5) days of same.

g) Vendor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Vendor fails to comply within the 10-day period, the Vendor shall, as a penalty to the Sanitation District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each Employee, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards of the DIR or the Labor Commissioner/DLSE, these penalties shall be withheld from payments then due to Vendor.

h) Responsibility for compliance with this Section shall rest upon Vendor.

(2) **Withholding of Payments & Penalties.**

The Sanitation District may withhold or delay payments to Vendor if:

a) The required prevailing rate of per diem wages determined by the DIR is not paid to all Employees performing Work;

4/13  
MR 9-14-21

- b) Vendor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;
- c) Vendor submits incomplete or inadequate payroll records;
- d) Vendor fails to comply with the Labor Code requirements concerning apprentices; or
- e) Vendor fails to comply with any applicable state laws governing Employees performing Work.

- Section 3i will be added as follows:

i. **Apprentices.**

(1) **Apprentice Wages and Definitions.** All apprentices employed by Vendor to perform Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in Labor Code §3077, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards of the DIR and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

(2) **Apprentice Labor Pool.** When Vendor employs Employees in any apprenticeable craft or trade, Vendor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Facilities of the Work, for a certificate approving the Vendor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Vendor, shall arrange for the dispatch of apprentices to Vendor to comply with this section. Vendor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under this Agreement, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Facilities of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Vendor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Facilities, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

(3) **Journeyman/Apprentice Ratio; Computation of Hours.** Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the Facilities and shall be computed on the basis of the hours

lf 9-14-21 5/13

worked during the day by journeymen so employed, except for the land surveyor classification. Vendor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the Facilities. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards of the DIR, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

(4) **Journeyman/Apprentice Ratio.** Vendor, if covered by this section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Vendor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards of the DIR may grant a certificate exempting Vendor from the 1-to-5 hourly ratio as set forth in this section. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

(5) **Apprenticeable Craft or Trade.** Apprenticeable craft or trade as used in this means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting Vendor from the 1-to-5 ratio set forth herein when it finds that any one of the following conditions is met:

- a) Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- b) Number of apprentices in training in such area exceeds a ratio of 1-to-5.
- c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- d) Assignment of an apprentice to any Work performed under this Agreement would create a condition which would jeopardize Employee's life or the life, safety, or property of fellow Employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

(6) **Ratio Exemption.** When exemptions are granted to an organization which represents Vendor in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Vendor will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(7) **Apprentice Fund.** If Vendor employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Facilities, to which fund or funds other contractors in the area of the Facilities are contributing, Vendor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the project in the same amount or upon the same basis and in the same manner as the other contractors do, but if the trust fund administrators are unable to accept the funds, Vendor shall pay a like amount to the California Apprenticeship Council.. The Labor Commissioner/DLSE is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code §227.

NP 9-14-21 6/13

(8) **Vendor Compliance.** The responsibility of compliance with paragraph 13.10 and §1777.5 of the Labor Code for all apprenticeable occupations is with Vendor.

(9) **Decisions of Joint Apprenticeship Committee.** All decisions of the joint apprenticeship under this paragraph 13.10 and Labor Code §1111.5 are subject to Labor Code §3081.

(10) **No Bias.** It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified Employees as registered apprentices performing Work on the grounds of race, religious creed, color, national origin, ancestry, sex, age, or other protected status except as provided in the Labor Code §3077.

(11) **Violation of Labor Code.** Pursuant to Labor Code §1777.7, in the event Vendor willfully fails to comply with the provisions of this paragraph 13.10 and Labor Code §1777.5:

a) If Vendor violates §1777.5 it shall forfeit as a civil penalty the sum of Two Hundred Dollars (\$200.00) for each calendar day of noncompliance. Notwithstanding §1727, upon receipt of a determination that a civil penalty has been imposed, Sanitation District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.

b) In lieu of the penalty provided for in subdivision (a), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Vendor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

c) Any funds withheld by Sanitation District pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

d) The interpretation and enforcement of §1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

- Section 3j will be added as follows:

j. **DIR Registration.**

(1) **Registration by Vendor and All Subcontractors of Any Tier.** Strict compliance with all the DIR registration requirements in accordance with Labor Code §1725.5 and 1771.1 is a material obligation of Vendor under this Agreement. The foregoing includes, without limitation, compliance with the DIR registration requirements at all times during performance of the Work by Vendor. The failure of Vendor to be properly registered with the DIR at all times during performance of the Work is a material breach of the Agreement and subject to termination for cause. An affirmative and ongoing obligation of Vendor under this Agreement is the verification that all subcontractors of any tier are at all times during performance of the Work in full and strict compliance with the DIR registration requirements. Vendor shall not permit or allow any subcontractor of any tier to perform any Work without Vendor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with the DIR shall be substituted in accordance with Labor Code §1771.1. Vendor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements. The following will replace the entirety of Section 4 of the Agreement:

At the beginning of the First Amendment, Vendor shall charge Sanitation District and Sanitation District shall pay Vendor the Bill Rates set forth in Exhibit A. The rates set forth in Exhibit A is based on the prevailing wage rates for Landfill Worker (Operating Engineer) issue date February 22, 2021 which is shown in Exhibit B and a 59% multiplier for regular time rates only. All overtime rates will remain constant for the duration of the First Amendment as shown in Exhibit A. Vendor acknowledges

7/13  
AF 9-14-21

that prevailing wage rates are updated regularly by the DIR and it is the responsibility of Vendor to identify and pay the proper, current prevailing wage rate applicable to each Employee and for all job classifications.

On and after the effective date of a new prevailing wage rates by the DIR for job classifications applicable to the Facilities, rates shall be adjusted in the amount of the prevailing wage rate as provided by the DIR. Vendor must adjust the hourly wage and hourly bill rate for Employees consistent with the new prevailing wage rate.

If Vendor seeks to recover adjustments in wage or bill rates, Vendor shall provide the Sanitation District with documentation to demonstrate the amount of the adjustment and that the adjustment in rates relates solely to labor services performed at the Facilities. The supporting documentation must identify the adjustments for all job classifications. If the Sanitation District approves the requested adjustment, Vendor will receive the amount of the adjustment starting either from the date on which the increase took effect or the date on which the request was made by the Vendor, whichever is latest.

3. Section 5 of the Agreement will be deleted in its entirety.

4. The following changes will be made to Section 6 of the Agreement:

The following will be inserted at the end of Section 6b of the Agreement:

(13) Vendor is required to comply with Section 3h (1), which section is being added to the Agreement through this Amendment. Vendor must give the Sanitation District hard copies of certified payroll.

5. Section 7 of the Agreement will be deleted in its entirety.

6. The following changes will be made to Section 9 of the Agreement:

Section 9d will be added as follows:

f) Certified Payroll Records. Vendor is subject to the requirements for maintaining and providing to the Sanitation District certified payroll records as outlined above in Section 3h (1), which section is being added to the Agreement through this Amendment.

7. The following changes will be made to Section 15 of the Agreement:

The following will be added at the end of the paragraph of Section 15 of the Agreement:

Vendor agrees to indemnify, defend and hold harmless the Sanitation District for any damages arising out of Vendor's failure to pay the proper prevailing wage rate to any Employee working on a Sanitation District project or otherwise under this Agreement, or to otherwise comply in all respects with California prevailing wage laws applicable to Sanitation District, in light of the *Kaanaana* decision.

8. Section 16 of the Agreement will be deleted in its entirety:

The following changes will be made to Section 16 of the Agreement:

In its performance of the Agreement, Vendor shall not discriminate because of an Employee's race, creed, gender, religion, nationality, marital status, disability, age, or other protected status within the meaning of applicable local, state and federal laws. Nothing in this Agreement will be construed to excuse the Vendor's compliance with the Americans with Disabilities Act.

9. Miscellaneous.

a. Except as modified by this First Amendment, the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this First

8/13  
NF 9-14-21



Amendment, this First Amendment shall prevail. The Agreement and this First Amendment constitute the entire agreement between the Parties.

b. If any portion or provision of this First Amendment is adjudicated to be invalid, illegal or unenforceable, in whole or part, such portion shall be excised from this First Amendment to that extent and all other provisions of this First Amendment shall remain in full force and effect.

c. This First Amendment may be signed by the Parties in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

d. This First Amendment is made and executed under the laws of the State of California.

e. The Parties represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connection with the preparation of this Agreement and this First Amendment, that each of them has read and understood the provisions of this Agreement and this First Amendment and is fully aware of the contents and legal effect thereof.

f. Each individual signing this First Amendment warrants and represents that he or she has the full authority to execute this First Amendment on behalf of the Party on whose behalf he or she so signs, that he or she is acting within the scope of such authority, and that this First Amendment shall be binding upon and enforceable against the Party on whose behalf he or she so signs by virtue of such signature.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year set forth above.

**STAFFING NETWORK HOLDINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: Raciel Castro

Print Title: President

MP 9/13  
9-14-21

**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

Print Name: Cathy Warner

Print Title: Chairperson, Board of Directors

**ATTEST:**

By: \_\_\_\_\_

Print Name: Kimberly S. Christensen

Print Title: Secretary to the Boards of Directors

**APPROVED AS TO FORM:**

LEWIS BRISBOIS BISGAARD & SMITH, LLP

By: \_\_\_\_\_

Print Name: Wesley G. Beverlin

Print Title: District Counsel

10/13  
MP  
9-14-21

# Exhibit A

## Exhibit A - Wage and Bill Rates for the First Amendment

Job Classification	Prevailing Wage Rates for Landfill Worker (Operating Engineer) Issue Date February 22, 2021									Bill Rates at the End of the Initial Duration of the Agreement		Bill Rates at the Start of the First Amendment			
	Base Hourly Rate	Health and Welfare <sup>1</sup>	Pension	Vacation and Holiday <sup>2</sup>	Training	Other	Regular Time Hourly Wage Rate	Daily/Saturday Overtime Hourly Wage Rate <sup>3,4</sup>	Sunday/Holiday Overtime Hourly Wage Rate <sup>3,4</sup>	Regular Time Hourly Bill Rate	Overtime Hourly Bill Rate	Regular Time Multiplier	Regular Time Hourly Bill Rate	Daily/Saturday Overtime Hourly Bill Rate <sup>5</sup> (1 1/2 X)	Sunday/Holiday Overtime Hourly Bill Rate <sup>5</sup> (2 X)
Belt & Floor Sorter <sup>6</sup>	\$15.00	\$3.61	\$0.40	\$0.68	\$0.06	\$1.45	\$21.20	\$28.70	\$36.20	\$26.06	\$33.19	59.00%	\$33.71	\$33.03	\$41.63
General Labor <sup>6</sup>	\$15.00	\$3.61	\$0.40	\$0.68	\$0.06	\$1.45	\$21.20	\$28.70	\$36.20	\$26.06	\$33.19	59.00%	\$33.71	\$33.03	\$41.63
UEOs	\$17.15	\$3.98	\$0.80	\$1.35	\$0.06	\$2.90	\$26.24	\$34.82	\$43.39	\$29.41	\$38.16	59.00%	\$41.72	\$40.04	\$49.90
Lead	\$19.15	\$4.07	\$0.90	\$1.52	\$0.06	\$3.26	\$28.96	\$38.54	\$48.11	\$29.78	\$38.71	59.00%	\$46.05	\$44.32	\$55.33
Representative <sup>7</sup>	\$19.15	\$4.07	\$0.90	\$1.52	\$0.06	\$3.26	\$28.96	\$38.54	\$48.11	\$43.49	\$43.49	N/A	\$43.49	\$43.49	\$43.49
Health & Safety <sup>8</sup>	\$19.15	\$4.07	\$0.90	\$1.52	\$0.06	\$3.26	\$28.96	\$38.54	\$48.11	\$162.64	\$162.64	N/A	\$162.64	\$162.64	\$162.64

**Footnotes:**

<sup>1</sup> Includes medical insurance and sick leave. This is added to the hourly wage rate for Employees to purchase their own individual policies.

<sup>2</sup> Includes vacation and holiday pay. This is added to the employee's hourly wage rate.

<sup>3</sup> Calculated by multiplying the Base Hourly Rate by 1.5 and this is added to the sum of the Health and Welfare and the Vacation and Holiday components.

<sup>4</sup> Paid to Employees who work more than eight hours in a workday and more than 40 hours in a workweek. There will be no pyramiding, doubling or duplicating of any overtime wage and bill rates.

<sup>5</sup> Overtime bill rates will remain constant for the duration of the First Amendment.

<sup>6</sup> Base hourly rate increased by \$1.00 per hour to account for local minimum wage. All other components of the wage rate remains unchanged.

<sup>7</sup> Employees at all three sites report to one Representative. Representative will be at PHMRF for 30 hours per week and for 10 hours per week at DART and SGTS combined.

<sup>8</sup> Health and Safety Officer will be at PHMRF for 4 hours per week and for 4 hours per week at DART and SGTS combined.

N/A = Not Applicable

NR 9-14-21  
10/13

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: Landfill Worker (Operating Engineer)**

**Determination:**  
SC-63-12-41-2021-1

# Exhibit B

**Issue Date:**  
February 22, 2021

**Expiration date of determination:**  
March 31, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**  
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension	Vacation and Holiday	Training	Other <sup>b</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Mechanic	\$22.15	\$4.21	\$1.05	\$1.78	\$0.06	\$3.80	8.0	\$33.05	\$44.125	\$44.125	\$55.20
Lead Equipment Operator	\$20.15	\$4.12	\$0.95	\$1.61	\$0.06	\$3.44	8.0	\$30.33	\$40.405	\$40.405	\$50.48
Lead Truck Driver/ Equipment Operator	\$19.15	\$4.07	\$0.90	\$1.52	\$0.06	\$3.26	8.0	\$28.96	\$38.535	\$38.535	\$48.11
Truck Driver – End Dump/ Walking Floor/Low Bed	\$18.15	\$4.02	\$0.85	\$1.44	\$0.06	\$3.08	8.0	\$27.60	\$36.675	\$36.675	\$45.75
Truck Driver – Roll Off/Transfer Station Loader Operator/ Maintenance/ Fueller/ Mechanic Helper	\$17.15	\$3.98	\$0.80	\$1.35	\$0.06	\$2.90	8.0	\$26.24	\$34.815	\$34.815	\$43.39
Scale House	\$16.15	\$3.93	\$0.75	\$1.27	\$0.06	\$2.72	8.0	\$24.88	\$32.955	\$32.955	\$41.03
Load Checker/ Water Truck Driver/ Parts Runner	\$14.00	\$3.70	\$0.50	\$0.85	\$0.06	\$1.81	8.0	\$20.92	\$27.92	\$27.92	\$34.92
Laborer	\$14.00	\$3.61	\$0.40	\$0.68	\$0.06	\$1.45	8.0	\$20.20	\$27.20	\$27.20	\$34.20

*12/13*  
*NP 9-14-21*

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>a</sup> Includes an amount for Sick Leave.

<sup>b</sup> Amount for employee stock ownership.

<sup>c</sup> Rate applies to the sixth consecutive day of work.

13/13  
NP  
9-14-21