

FIRST AMENDMENT TO LABOR SERVICES AGREEMENT

This First Amendment to Labor Services Agreement (“**First Amendment**”) dated May 20 2021 (“**Effective Date**”) is by and between MINUTE MAN, INC., a California corporation (“**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 Section 4700 *et seq* (“**Sanitation District**”).

A. Vendor and Sanitation District are Parties to the Labor Services Agreement, dated June 14, 2017 (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. Sanitation District, in response to the Supreme Court of California’s decision in *Kaanaana v. BBSI* which became final on April 28, 2021, has determined that the labor services provided by Vendor are now subject to prevailing wage.

Vendor and Sanitation District therefore agree as follows:

1. The following sentence will be inserted at the end of Section 2 of the Agreement:

The Second Extended Term shall run from June 1, 2021 to June 30, 2023.

2. The following will be added to Section 11 of the Agreement:

11.1 Labor Code. The Vendor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file in the Joint Administration Office, located at 1955 Workman Mill Road, Whittier, CA 90601, or: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

11.2 Payroll Records. The Vendor will provide the Districts a copy of the Certified Payroll Records submitted to the Department of Industrial Relations (DIR). The Vendor shall also provide a copy of the Certified Payroll Records to the attention of Districts’ Purchasing Section, PO Box 4998, Whittier, CA, 90607; please refer to the project title, number and Purchase Order Number on all documents.

11.3 Prevailing Wage. Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of workman needed to execute the work contemplated under

this agreement, as ascertained by the Director of the Department of Industrial Relations, shall be paid to all workers employed on said work by the Vendor or by any subcontractor doing or contracting to do any part of said work. This is a public works project subject to the prevailing wage requirements of the California Labor Code, Division 2, Part 7, Chapter 1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A copy of the listing of said general prevailing wage rates is available at the State of California Department of Industrial Relations website (www.dir.ca.gov).

11.4 SB 854/96 Department of Industrial Relations Contractor Registration Program. Senate Bill 854, signed into law June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals. Vendor must be registered for the duration of the project. For a more detailed explanation of public works projects, refer to California Labor Code 1720 -1720.6. For additional information, visit the DIR website at: <https://www.dir.ca.gov/PublicWorks/PublicWorksLawsRegsDetDec.html>

3. The following will replace the last sentence of Section 4.4 of the Agreement:

Billing Rates. For the Second Extended Term, District shall pay Vendor no more than the rates set forth in the attached Table 1.

4. 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 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 the Agreement and this First Amendment, that each of them has read and understood the provisions of the 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.

**MINUTE MAN, INC.,
a California corporation**

By: 

Print Name: Rosemary Rodriguez

Print Title: CEO

[Signatures continue on following page]

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

TABLE 1 – BILLING RATE

Classification	Unit Rate per Employee
General Laborer – Regular Time	\$34.34 per hour
General Laborer – Overtime	\$42.33 per hour
Grounds Maintenance – Regular Time	\$26.57 per hour
Grounds Maintenance – Overtime	\$35.25 per hour
Supervisor – Regular Time	\$35.96 per hour
Supervisor – Overtime	\$44.55 per hour
Health and Safety Officer – Regular Time	\$30.00 per hour