

## SECOND AMENDMENT TO LABOR SERVICES AGREEMENT

This Second Amendment to Labor Services Agreement (“**Second Amendment**”) is by and between **MINUTE MAN, INC.**, a California corporation (“**Vendor**”), DIR Registration No. PW-LR-1000768252 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**”), Agency ID No. 100010096.

A. Vendor and Sanitation District are Parties to the Labor Services Agreement, dated June 14, 2017 (the “**Agreement**”) as amended through the First Amendment to Labor Services Agreement dated May 21, 2022 (collectively, the “**Agreement**”). All terms not defined in this Second Amendment have the meanings set forth in the Agreement.

B. Under the Agreement, Vendor is responsible for providing labor services DIR Project No. 378676.

C. The parties wish to expand the scope of Labor Services provided and reset the pay rates for said Labor Services.

Vendor and Sanitation District therefore agree as follows:

1. This Second Amendment will become effective on October 1, 2022.

2. The following will be added as Section 1.10 and 1.11 in the Agreement:

1.10 **Equipment Operator.** Equipment Operators operate Mobile Equipment, including but not limited to excavators, loaders, forklifts, manlifts, and scissor lifts.

1.11 **Lead.** A Lead shall have the same meaning as a Supervisor (defined in Section 1.9).

3. The following sentences will be added at the end of Section 3.3 of the Agreement:

In addition to directing and supervising the Vendor’s employees, the Supervisor will be required to perform the job duties of either the Equipment Operators and/or General Laborers.

4. The following will be added to Section 3 of the Agreement as Section 3.7:

**3.7 Equipment Operator.** Equipment Operators operate Mobile Equipment to load and distribute refuse, recyclable materials, Greenwaste, Food Waste into transfer trailers or load recyclable materials on the sort line. Equipment Operators also perform daily and weekly preventative maintenance and refueling of Mobile Equipment, and perform related duties as required. At times, the Equipment Operator may be required to perform General Laborer duties and will be paid the General Laborer rate.

5. The following will replace the last sentence of Section 4.4 of the Agreement and will replace Section 3 of the First Amendment:

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

5. Miscellaneous.

a. Except as modified by this Second Amendment, the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Second Amendment, this Second Amendment shall prevail. The Agreement and this Second Amendment constitute the entire agreement between the Parties.

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

c. This Second 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 Second 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 Second Amendment, that each of them has read and understood the provisions of the Agreement and this Second Amendment and is fully aware of the contents and legal effect thereof.

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

The Parties are signing this Second Amendment on Aug 31, 2022.

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

By *M. Rodriguez*  
Print Name Rosemary Rodriguez  
Print Title CEO

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

By \_\_\_\_\_  
Chief Engineer and General Manager

ATTEST:

By \_\_\_\_\_  
Secretary to the Board

APPROVED AS TO FORM:  
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By \_\_\_\_\_  
District Counsel

**TABLE 1 – BILLING RATE**

<b>Classification</b>	<b>Unit Rate per Employee</b>
General Laborers – Regular Time	\$34.34 per hour
General Laborers – Overtime	\$42.33 per hour
Equipment Operator – Regular Time	\$43.49 per hour
Equipment Operator – Overtime	\$52.51 per hour
Supervisor/Lead – Regular Time	\$46.95 per hour
Supervisor/Lead – Overtime	\$56.69 per hour
Health and Safety Officer	\$30.00 per hour