

**FOURTH AMENDMENT TO AGREEMENT
FOR ORGANIC MATERIAL PROCESSING,
COMPOSTING AND MARKETING SERVICES
WITH THE SONOMA COMPOST COMPANY**

This Fourth Amendment to Agreement for Organic Material Processing, Composting and Marketing Services ("Amendment") dated as of July 20, 2004 ("Fourth Amendment Effective Date"), is by and among the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, the Sonoma Compost Company ("Contractor"), and the County of Sonoma ("County"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

WHEREAS, Agency, County and Contractor entered into that certain Organic Material Processing, Composting and Marketing Services Agreement dated as of September 28, 1999 (hereinafter referred to as the "Original Agreement") in order to provide composting services for the Agency for yard debris and wood waste and marketing the finished products; and

WHEREAS, Agency and Contractor entered into that certain First Amendment to Agreement dated as of February 20, 2002 (the "First Amendment"); and

WHEREAS, Agency, Contractor and County entered into that certain Second Amendment dated March 23, 2004 to: (a) increase the fees paid to Contractor for processing wood waste; (b) ratify the First Amendment; and (c) revise certain other terms (the "Second Amendment"); and

WHEREAS, Agency, Contractor and County entered into that certain Third Amendment to Agreement dated as of April 27, 2004 in order to: (a) extend the term to November 15, 2010; (b) allow County to relocate the Facility if needed; (c) allow Contractor to expand the area of the Facility by approximately three (3) acres in the event the Facility is not relocated; and (d) revise certain other terms (the "Third Amendment", collectively the Original Agreement as modified by the First Amendment, the Second Amendment, and the Third Agreement is referred to herein as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement in order to add certain language relating to the requirement of Contractor to pay prevailing wages for "public works" as such term is defined in Section 1720(a) of the Labor Code.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. The following new subsection shall be added to the end of Article 2 of the Agreement:

2.7. **Prevailing Wages**: Contractor shall pay to persons performing labor for "public works", as such term is defined in Section 1720(a) of the Labor Code, an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a

similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Sonoma County Department of Transportation and Public Works office and will be made available to any person upon request.

Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on such "public works" provided for in the Agreement, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of Third Amendment Effective Date.

"Agency": SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: *J. Matthew Duggan*
Chair

"County": COUNTY OF SONOMA

By: *Mike Rudy*
Chairman, Board of Supervisors

"Contractor": SONOMA COMPOST COMPANY

By: *[Signature]*
Title: *Partner*

APPROVED AS TO FORM FOR AGENCY AND COUNTY:

orig. signed by Sheryl Bratton
Sheryl L. Bratton
Chief Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY AND COUNTY:

[Signature]
Ken Wells
Integrated Waste Manager