

**FIRST AMENDMENT
TO
AGREEMENT FOR LANDFILL GAS COLLECTION AND CONTROL SYSTEMS AND
LEACHATE CONTROL AND RECOVERY SYSTEMS MAINTENANCE**

This First Amendment ("Amendment"), dated as of November 12, 2024, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Tetra Tech BAS, Inc., Stock Corporation formed in California, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated January 5, 2021, to perform landfill GCCS and LCRS maintenance and repair, recordkeeping, and reporting at the Healdsburg Closed Landfill Site to maintain the systems in good condition and in compliance with State [(California Air Resources Board (CARB))] permits and regulations; and

WHEREAS, County and Contractor desire to amend the Agreement to increase the annual dollar amount in order to provide sufficient funding for non-routine services as required in order to meet State monitoring and reporting requirements,

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

AGREEMENT

1. Exhibit "A" and Exhibit "B" are hereby deleted and replaced with Exhibits "A-1" and "B-2" respectively.
2. Section 2 "Payment" is hereby deleted and replaced with the language that follows:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms with a total not to exceed over a maximum 5-year term of \$1,868,150:

Payment Terms for Task 1 – Task 4 Services. For all Routine Operation, Maintenance, Monitoring, Testing, and Reporting services and incidental costs required hereunder and described in Task 1 – Task 4 that are to be performed by Contractor, including, without limitation, all tools, equipment, labor, supplies, supervision and materials, County agrees to pay, and Contractor agrees to accept compensation of a monthly lump sum in an amount that reflects any and all Task 1-4 services provided by Contractor for that month, provided, however, that the total sum of all such labor and expenses related to routine maintenance services described in Task 1 – Task 4, shall not exceed Ninety-eight Thousand Six Hundred Thirty and No/100 Dollars (\$98,630.00) per year.

Payment Terms for Task 5 Services. For all Non-Routine services and incidental costs required hereunder and described in Task 5 that are to be performed by Contractor, including, without limitation, all tools, equipment, labor, supplies, supervision and materials, County agrees to pay, and Contractor agrees to accept compensation on a time and materials basis in accordance with the rates set

forth in Exhibit B – Cost of Services, provided, however, that the total sum of all such labor and expenses related to Extra Work duties shall not exceed Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00) per year and no single non-maintenance scope of work shall exceed \$60,0000.

Upon completion of work, Contractor shall submit its bill(s) for payment in a form approved by the County's Auditor and the Head of the County Department receiving the services. The bill(s) shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable equipment, materials, and other expenses directly related to the task. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. 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 County arising thereunder.

4. 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.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors