

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND PACKWAY MATERIALS, INC. FOR  
THE PURPOSE OF PROVIDING ON-CALL WATER TRANSPORT SERVICES**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Packway Materials, Inc., a California Corporation ("Consultant").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on August 14, 2023, to provide for on-call water transport services ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount compensation payable to Consultant by \$300,000 for a new maximum compensation of \$350,000, and correct a clerical error on the signature page; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Paragraph C. of Section 3., "COMPENSATION," of the Agreement is amended as of the effective date of this first Amendment to read as follows:

**Section 3. COMPENSATION**

- C. In no event shall Consultant be paid in excess of \$350,000 for all services rendered pursuant to this agreement.
- II. Consultant section of the signature page of the Agreement is amended as of the effective date of the agreement to read as follows:

**CONSULTANT**  
*PACKWAY MATERIALS, INC.*

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

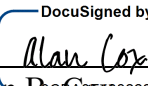
DAVID J. RICKERT  
Clerk of the Board of Supervisors

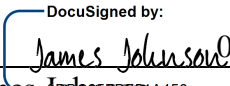
By: \_\_\_\_\_  
Deputy

Approved as to form:

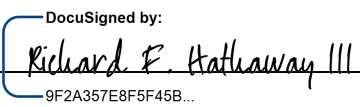
MATTHEW M. MCOMBER  
Acting County Counsel

RISK MANAGEMENT APPROVAL

By:  09/14/2023 | 9:07 AM PDT  
\_\_\_\_\_  
Alan B. Cox  
Senior Deputy County Counsel

By:  09/14/2023 | 8:14 AM PDT  
\_\_\_\_\_  
James Johnson  
Risk Management Analyst III


**CONSULTANT**  
*PACKWAY MATERIALS, INC.*

By:  \_\_\_\_\_  
\_\_\_\_\_  
Print Name: Richard F. Hathaway III

Title: Vice President

Date: 09/13/2023 | 3:56 PM PDT

Taxpayer ID No: 94-1570907

By:  \_\_\_\_\_  
\_\_\_\_\_  
Print Name: Karen Hathaway

Title: Secretary

Date: 09/13/2023 | 5:00 PM PDT