

**C11** Approve an amendment to the agreement with David A. Lawrence, Inc., dba Lawrence & Associates, for on-call engineering services which increases maximum compensation.

## STAFF REPORT

**BOARD MEETING DATE:** May 27, 2025

**CATEGORY:** Consent Calendar 11

**SUBJECT:** Approve an amendment to the agreement with David A. Lawrence, Inc., dba Lawrence & Associates, for on-call engineering services which increases maximum compensation.

**DEPARTMENT:** Public Works

**SUPERVISORIAL DISTRICT #:** All

**DEPARTMENT CONTACT:** Shawn Ankeny, Principal Engineer, (530) 225-5661

**STAFF REPORT APPROVED BY:** Troy Bartolomei, Public Works Director

<b><u>Vote Required?</u></b>	<b><u>General Fund Impact?</u></b>
Simple Majority Vote	General Fund Impact

### **RECOMMENDATION**

Approve an amendment, effective date of signing, to the agreement with David A. Lawrence, Inc., dba Lawrence & Associates, for on-call engineering services which increases maximum compensation by \$100,000 for a new maximum compensation of \$150,000, retaining the term.

### **DISCUSSION**

On May 31, 2022, the Shasta County Grant-Funded Emergency Drought Relief Program (Program) was established for the purpose of implementing grant funded work on private water supply systems. Lawrence & Associates was contracted for the purpose of providing on-call engineering services. The Program is ongoing. Increasing compensation will allow the program to continue providing well evaluation services.

### **ALTERNATIVES**

The Board may decline to increase compensation at this time. Without an amendment, limited assistance would be available.

### **OTHER AGENCY INVOLVEMENT**

Resource Management has reviewed the amendment. Risk Management has approved the amendment. County Counsel has approved the amendment as to form. The recommendation has been reviewed by the County Administrative Office.

### **FISCAL IMPACT**

State drought relief grant funds will cover the cost of the projects under the Program. A Safe and Affordable Funding for Equity and Resilience (SAFER) grant for \$2,475,000 has been approved by the State, which is being administered under the Program. Sufficient appropriations to administer the program are included in the Fiscal Year 2024-25 Environmental Health Budget (BU 402). The Environmental Health Budget is part of the General Fund; as such, the work will be funded by the General Fund while awaiting reimbursement from the State. There is no General Fund impact once reimbursement is received.

### **ATTACHMENTS:**

1: First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND DAVID A. LAWRENCE, INC.,  
DBA LAWRENCE & ASSOCIATES**

This First Amendment is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County"), and David A. Lawrence, Inc., dba Lawrence & Associates ("Consultant") (collectively, the "Parties" and individually a "Party").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on September 21, 2023, for the purpose of providing on-call specialized consulting and testing services which includes but is not limited to the assessment, planning, design, operation, evaluation, and temporary or permanent measures to restore private water supply systems ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount of compensation payable to Consultant by \$100,000, for a new maximum compensation of \$150,000 ("First Amendment").

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph D of Section 3, "COMPENSATION," of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

**Section 3. COMPENSATION**

D. In no event shall Consultant be paid in excess of \$150,000 for all services rendered pursuant to this agreement.

II. **REAFFIRMATION**

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

III. **ENTIRE AGREEMENT**

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

IV. **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: \_\_\_\_\_

\_\_\_\_\_  
KEVIN W. CRYE, 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:

JOSEPH LARMOUR  
County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:  
By: Alan Cox 05/12/2025 | 11:04 AM PDT  
Alan B. Cox  
Senior Deputy County Counsel

Signed by:  
By: Dolene Lane 05/12/2025 | 10:02 AM PDT  
Dolene Lane  
Risk Manager

**CONSULTANT**  
*KENNIE C. KNOWLES TRUCKING*

DocuSigned by:  
By: Clayton E. Coles  
878DE866CCC34B2...  
Print Name: Clayton E. Coles  
Title: Chief Executive Officer  
Date: 05/08/2025 | 11:22 AM PDT

DocuSigned by:  
By: David L. Kirk  
5B1FEE12A0D74B2...  
Print Name: David L. Kirk  
Title: Secretary  
Date: 05/12/2025 | 9:45 AM MDT

Taxpayer ID No: 94-22661102