

- C4** Approve an amendment to the agreement with Packway Materials, Inc., for water transport services, which increases maximum compensation and corrects a clerical error on the signature page.

STAFF REPORT

BOARD MEETING DATE:	October 3, 2023
----------------------------	-----------------

CATEGORY: Consent Calendar 4

SUBJECT: Approve an amendment to the agreement with Packway Materials, Inc., for water transport services, which increases maximum compensation and corrects a clerical error on the signature page.

DEPARTMENT: Public Works

SUPERVISORIAL DISTRICT #: All

DEPARTMENT CONTACT: Troy Bartolomei, Interim Director of Public Works, (530) 225-5661

STAFF REPORT APPROVED BY: Troy Bartolomei, Interim Director of Public Works

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

RECOMMENDATION

Approve an amendment, effective date of signing, to the agreement with Packway Materials, Inc., for water transport services, which increases maximum compensation by \$300,000 for a new maximum compensation of \$350,000, and corrects a clerical error on the signature page, retaining the term August 14, 2023, through August 14, 2024, with two automatic one-year renewals.

DISCUSSION

On July 11, 2023, the Board terminated the Drought Relief Program and established an ongoing Safer Grant Program (Program). New contracts are needed for the Program. On August 14, 2023, as a short-term solution, the County entered into an agreement with Packway Materials, Inc., to transport and deliver water for an amount not to exceed \$50,000. Staff recommends increasing capacity to support the demands of the Program.

ALTERNATIVES

The Board may decline to approve the proposed amendment. If the Board chooses not to approve the proposed amendment, the existing funds allocated under the agreement will run out. The Program will be unable to meet demand and some Shasta County residents will not receive water deliveries.

OTHER AGENCY INVOLVEMENT

Resource Management will manage and administer the Program. Public Works will administer the contracts. County Counsel has approved the amendment as to form. Risk Management has approved the amendment. The recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

State drought relief grant funds will fund all projects under the Program. Sufficient appropriations to administer the program are included in the Adopted Fiscal Year 2023-24 Environmental Health budget.

ATTACHMENTS:

- 1: Proposed Amendment
- 2: Original Agreement

**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:

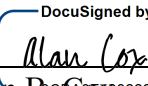
DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

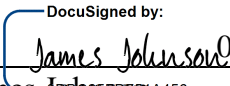
Approved as to form:

MATTHEW M. MCOMBER
Acting County Counsel

RISK MANAGEMENT APPROVAL

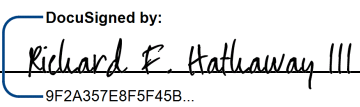
By:  09/14/2023 | 9:07 AM PDT

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