

DEPARTMENT of PUBLIC WORKS

G10
County of Lassen



LARRY MILLAR, Director
Public Works/Road/Transportation
County Engineer

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B-1
2019/252

October 8, 2019

TO: Board of Supervisors
FROM: Larry Millar, Director
SUBJECT: First Amendment to Agreement Between Lassen County and Oilar's
Agricultural Services

RECOMMENDATION: That the Board of Supervisors approve the First Amendment to Agreement with Oilar's Agricultural Services and authorize the Public Works Director to sign.

DISCUSSION: The County currently has an Agreement with Oilar's Agricultural Services for providing trucking services on an "as needed" basis for various projects located throughout the County.

The County has been utilizing a couple of Oilar's trucks and operators on the Four Corners Road reconstruction project. This has been very beneficial to the County and we would like to be able to utilize them for the remainder of this project.

This First Amendment to the Agreement between Lassen County and Oilar's Agricultural Services will add an additional \$20,000 for the remainder of the term of the agreement. The revised Agreement will be in an amount of not-to-exceed \$45,000.

ALTERNATIVE: Not Approve.

FINANCIAL IMPACT: Funding in the amount of \$20,000 is available in the Road Operating Budget 122-1221 for this Amendment.

OTHER AGENCY INVOLVEMENT: None

DEPARTMENT APPROVAL: _____

REVIEWED FOR AGENDA: _____

FIRST AMENDMENT TO AGREEMENT
BETWEEN
LASSEN COUNTY AND OILAR'S AGRICULTURAL SERVICES

This FIRST Amendment to Agreement is made on _____, 2019, between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and OILAR'S AGRICULTURAL SERVICES, a California Company with a principal place of business at 641-310 Highway 299E, McArthur, CA 96056 (hereinafter "CONTRACTOR") is made with reference to the following facts and objectives:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. LASSEN COUNTY and CONTRACTOR have entered into a written Agreement dated August 5, 2019, (the "Agreement"), in which CONTRACTOR agreed to provide trucking services on an "as-needed" basis.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Attachment B is amended as follows:

PAYMENT:
An additional \$20,000 shall be added for the remainder of the term of this agreement. The total not-to-exceed cost of this agreement shall be \$45,000.

Effectiveness of Agreement: Except as set forth in this First Amendment to Agreement, all provisions of the Agreement dated August 5, 2019 shall remain unchanged and in full force and effect. This Amendment incorporates each and every term of the prior agreement of the parties, as if fully set forth insofar as said terms are not inconsistent with this amendment.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment the day and year first written above by their duly authorized representative, having full authority to so act for on behalf of the parties hereto, and in a manner fully binding upon them, and each of them.

CONTRACTOR

Oilar's Ag Service

By: _____ Dated: _____
Pat Oilar, Owner

COUNTY

County of Lassen

By: _____ Dated: _____
Larry Millar, Director

Approved as to Form:

By:  _____
Lassen County Counsel

Dated: 9-27-19