



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers

168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 21-466

September 21, 2021

Introduced: 8/23/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign Amendment No. 1 to the County Standard Services Agreement with Nelson D. Holman dba Holman's Hook N' Haul for towing and recovery services at WeatherTech Raceway Laguna Seca, adding \$90,000 for a revised contract total of \$180,000, for the same term of August 19, 2020 through December 31, 2022; and
- b. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$18,000) of the original contract amount and do not significantly change the scope of work.

RECOMMENDATION:

- a. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign Amendment No. 1 to the County Standard Services Agreement with Nelson D. Holman dba Holman's Hook N' Haul for towing and recovery services at WeatherTech Raceway Laguna Seca, adding \$90,000 for a revised contract total of \$180,000, for the same term of August 19, 2020 through December 31, 2022; and
- b. Approve and authorize the Contracts/Purchasing Officer, or designee, to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$18,000) of the original contract amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

A&D Narigi Consulting, LLC (A&D) requests this Amendment #1 to amend the original Agreement dated August 13, 2020, increasing the value of the Agreement by an additional \$90,000 for a total not to exceed amount of \$180,000. According to A&D, the original agreement value of \$90,000 has been exhausted due to the need to utilize this vendor for all track rentals, rather than as a back-up which was the original intent of their agreement. Additionally, Advanced Fire & Rescue is contracted as the main towing and recovery services vendor, however they have experienced challenges over the past few months that have not allowed them to be on site.

Per A&D, the use of Holman's Hook N' Haul is vital to the track rental operation at WeatherTech Raceway, as a tow truck must be onsite whenever the track is in use. The expenses are reimbursed to the County by each individual track renter.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved the Agreement as to form.

FINANCING:

The contract with Holman's Hook N' Haul is funded through Fund 453 Laguna Seca Budget Unit 8536. Funding for the Agreement is included in the FY 2020-2021 Approved Budget. Track Rental

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revenue covers the cost of this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

DocuSigned by:
Randell Ishii
C09779208FE94F3...

Attachments: Holman's Hook N' Haul Amendment No. 1

**AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY AND
NELSON D. HOLMAN dba HOLMAN'S HOOK N' HAUL**

THIS AMENDMENT #1 is made to the AGREEMENT (Agreement ID: 8/19/2020 – 12/31/2022) for towing and recovery services at WeatherTech Raceway Laguna Seca in the **County of Monterey Standard Agreement** by and between **Nelson D. Holman dba Holman's Hook N' Haul**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County"; and

WHEREAS, the County executed the original AGREEMENT on August 13, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. WHEREAS Section 2.0, "PAYMENT PROVISIONS" shall be amended by removing "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed \$180,000*".
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT signed August 13, 2020.

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IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

NELSON D. HOLMAN dba
HOLMAN'S HOOK N' HAUL

Contracts/Purchasing Officer

By: Nelson D. Holman
Signature of Chair, President, or
Vice-President

Dated: _____

Nelson Holman / Owner
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 8/5/21

DocuSigned by:

Gary Giboney
03834BFEC1D8449
Deputy Auditor/Controller

Dated: 8/23/2021 | 3:47 PM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

DocuSigned by:

[Signature]
2EF8DC78EE5547F
Risk Management

Printed Name and Title

Dated: 8/20/2021 | 4:28 PM PDT

Dated:

Approved as to Form:

DocuSigned by:

Marina Pantchenko
66EE9F1502BD412
Deputy County Counsel

Dated: 8/23/2021 | 3:42 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.