

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN QUINN COMPANY D/B/A QUINN POWER SYSTEMS AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
MAINTENANCE OF GENERATORS AND AUTOMATIC TRANSFER SWITCH SERVICES**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), Quinn Company D/B/A Quinn Power Systems ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Quinn Company D/B/A Quinn Power Systems for Maintenance of Generators and Automatic Transfer Switch Services with a term of July 1, 2015 through June 30, 2018 and a total Agreement amount not to exceed \$184,993; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 16, 2018 via Amendment No. 1 to extend the term for an additional three (3) year period through June 30, 2021 for a revised Agreement term of July 1, 2015 through June 30, 2021, to allow for services to continue with no changes to the scope of work or billing rates and to add an additional \$18,400, thereby increasing the total Agreement amount to \$203,393; and

WHEREAS, the Agreement expired on July 1, 2021; and

WHEREAS, COUNTY and CONTRACTOR renewed and amended the Agreement on November 1, 2021 via Renewal and Amendment No. 2 to extend the term for an additional one (1) year period through June 30, 2022 for a revised Agreement term of July 1, 2015 through June 30, 2022, with no changes to the scope of work or the total Agreement amount of \$203,393; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional one (1) year period through June 30, 2023 for a revised Agreement term of July 1, 2015 through June 30, 2023, to allow for services to continue with no changes to the scope of work or billing rates and to add an additional \$18,499, thereby increasing the total Agreement amount not to exceed \$221,892; and

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Renewal and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$221,892."

2. The first sentence of Section 3.1, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from July 1, 2015 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Renewal and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. This Amendment No. 3 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____

Charles R. Harris, CEO

Date: _____

5/20/22

APPROVED AS TO LEGAL PROVISIONS

By: _____

Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 5/18/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____

Monterey County Deputy Auditor/Controller

Date: _____

5/18/2022

CONTRACTOR

Quinn Company D/B/A Quinn Power Systems

CONTRACTOR's Business Name

See instructions below

By: _____

(Signature of: Chair, President, or Vice-President)

Michelle Locke, Vice President

Name and Title

Date: _____

5/5/2022

By: _____

Kris Paluzzi
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Kris Paluzzi, Assistant Secretary

Name and Title

Date: _____

5/5/2022

*****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 (two signatures required).

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 (two signatures required).

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 (one signature required).