AMENDMENT NO. 2 TO AGREEMENT FOR SERVICES BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND QUINN COMPANY

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018, and Amendment No. 1 on November 5, 2020 (hereinafter, "Agreement");

WHEREAS, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

WHEREAS, the Parties wish to amend the Agreement with a term extension to June 30, 2025, and a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$250,000.00 to continue providing services identified in the Agreement.

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

- 1. Amend Section 2, <u>Term of Agreement</u>, to read as follows:
 - The term of this Agreement shall begin on <u>July 1, 2018</u>, by CONTRACTOR and Agency and will terminate on <u>June 30, 2025</u>, unless earlier terminated as provided herein.
- 2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:
 - Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is <u>Two Hundred Fifty Thousand dollars</u> (\$250,000.00).
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER	CONTRACTOR
By: 2864A5A1043A441	Quinn Company *Contractor Business Name
General Manager 5/17/2022 10:00 AM PDT Date:	By: (Signature of Chair, President or Vice President)
	Its: Ryan Tefferson - Branch Manager (Print Name and Title)
	Date: 3/21/22
Approved as to Form and Legality Office of the County Counsel	
By: Elly L. Donlon Assistant County Counsel	By:(Signature of Secretary, Asst. Secretary, CFO,
5/13/2022 11:20 AM PDT Date:	Treasurer or Asst. Treasurer)
	Its:(Print Name and Title)
Approved austor Phycal Provisions	Date:
By: Gary Glowey D3834BFEC1D8449 Auditor-Controller	
Date:	
Approved as to Indemnity, Insurance Provisions	
By:Risk Management	
Date:	

*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.