

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN QUINN POWER SYSTEMS AND
NATIVIDAD MEDICAL CENTER
FOR
MAINTENANCE OF GENERATORS AND AUTOMATIC TRANSFER SWITCH SERVICES**

This Amendment No. 1 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 (hereinafter "NMC"), and Quinn Power Systems (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed 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, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through June 30, 2021 to allow for services to continue with a \$18,400 increase for the added services for a total Agreement amount of \$203,393.

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 incorporated herein by this reference, except as specifically set forth below.

1. Section 2/Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A as per Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$203,393."
2. The first sentence of Section 3.1 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from July 1, 2015 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement."
3. Both NMC and CONTRACTOR agree to amend the Agreement by adding the following as Section 15.17:
"15.17 DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements."
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No.1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective July 1, 2018.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No.1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 7/16/18

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: July 12, 2018

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller


Date: 7-12-18

CONTRACTOR

Quinn Power Systems

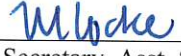
CONTRACTOR's Business Name

See instructions below

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

Henry Quan, President
Name and Title

Date: 7-3-2018

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

Michelle Locke, CFO
Name and Title

Date: July 3, 2018

*****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).