

Attachment A

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN COMPANY DBA QUINN POWER SYSTEMS**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Quinn Company, dba Quinn Power Systems, (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on August 30, 2021, CONTRACTOR entered into a Standard Agreement Multi-Year Agreement (MYA) *5965 with County (hereinafter, "Agreement") to provide preventative maintenance and emergency repairs on County generators (hereinafter "services") through and including August 14, 2026 for an amount not to exceed \$100,000; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services under this Agreement; and

WHEREAS, the Parties wish to amend the Agreement to increase the not to exceed amount by \$200,000 for a total not to exceed amount of \$300,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows, effective upon the date of final execution of this Amendment No. 1 which is the last date opposite the respective signatures below:

1. Amend the second sentence of Section 2.0, "PAYMENT PROVISIONS," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000.00.

2. The following provisions are hereby incorporated into the Agreement:

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

3. All other terms and conditions of the Agreement as amended by Amendment No. 1, including all Exhibits thereto, remain unchanged and in full force and effect.
4. This Amendment No. 1 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

CONTRACTOR*

By: _____
Name: _____
Title: _____
Date: _____

Quinn Company, dba Quinn Power Systems
Contractor's Business Name

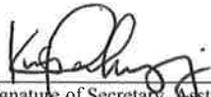
By: 
(Signature of Chair, President or Vice President)

Its: Michelle Locke,
Vice President
(Print Name and Title)

Date: 3/1/24

Approved as to Form
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: 
Michael Whilden
Deputy County Counsel

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

Its: Kris Paluzzi, Assistant Secretary
(Print Name and Title)

Date: 3/18/2024 | 11:00 AM PDT

Date: 3/1/24

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: 
Patricia Ruiz
Auditor Controller Analyst I
Date: 3/18/2024 | 11:53 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

Date: David Bolton, Risk Management

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.