



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13815, Amendment No. 7

Upon motion of Supervisor Adams, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 7 to Professional Services Agreement No. A-13815 with Quinn Power Systems to continue providing services associated with preventative maintenance and repairs on County emergency generators, and to extend the expiration date for one (1) additional year, for a revised term from July 1, 2012 through October 2, 2019 with no increase in the total not to exceed amount of \$150,000; and
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 7 to the Professional Services Agreement No. A-13815.

PASSED AND ADOPTED on this 25th day of September 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting September 25, 2018.

Dated: September 25, 2018
File ID: A 18-396

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A handwritten signature in black ink, appearing to read "Joel G. Pablo".

Joel G. Pablo, Deputy

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN COMPANY DBA QUINN POWER SYSTEMS**

THIS AMENDMENT NO. 7 to the Professional Services 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, CONTRACTOR entered into a Professional Services Agreement with County on September 12, 2012 (hereinafter, "Agreement") to provide annual preventative maintenance and repairs on County emergency generators (hereinafter, "services") through June 30, 2014 for an amount not to exceed \$30,000; and

WHEREAS, Agreement was amended by the Parties on October 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Preventative Maintenance Schedule) to replace Exhibit B – Preventative Maintenance Schedule with Exhibit B-1 and to increase the not to exceed amount by \$2,627 which resulted in a total not to exceed amount of \$32,627 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on June 30, 2014 (hereinafter, "Amendment No. 2") to extend the term for two (2) additional years through June 30, 2016 and to increase the not to exceed amount by \$41,756 which resulted in a total not to exceed amount of \$74,383; and

WHEREAS, Agreement was amended by the Parties on September 14, 2015 (hereinafter, "Amendment No. 3") to increase the not to exceed amount by \$22,817 which resulted in a total not to exceed amount of \$97,200 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 3, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through June 30, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 6, 2017 (hereinafter "Amendment No. 5") to extend the term for approximately sixteen (16) additional months through October 2, 2018 and to increase the not to exceed amount by \$2,800 which resulted in a total not to exceed amount of \$100,000; and

WHEREAS, Agreement was amended by the Parties on December 21, 2017 (hereinafter "Amendment No. 6", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the not to exceed amount by \$50,000 which resulted in a total not to exceed amount of \$150,000 with no extension to the term; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services while County staff prepare and process a Request for Proposals (RFP); and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to October 2, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. In all places within the Agreement, and any amendment thereto, any reference to Quinn Power Systems is hereby replaced with Quinn Company dba Quinn Power Systems.

2. Amend the first sentence of Section 3, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2012 to October 2, 2019 unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the "Business Automobile Liability Insurance" section of Paragraph 9.03, "Insurance Coverage Requirements" under Section 9.0, "Insurance" to read as follows:

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hires vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

4. Delete the "Professional Liability Insurance" section of Paragraph 9.03, "Insurance Coverage Requirements" under Section 9.0, "Insurance".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Quinn Company dba Quinn Power Systems
Contractor's Business Name

Date: 10-1-18

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Henry Quan, President
(Print Name and Title)

By: [Signature]
Robert M. Shaw
Deputy County Counsel

Date: 8-27-2018

Date: 9-11-2018

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

Approved as to Fiscal Provisions

Its: Michelle Locke, CFO
(Print Name and Title)

By: [Signature]
Auditor/Controller

Date: 9/4/18

Date: 9-11-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*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) managing members. 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.