

ATTACHMENT E

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN POWER SYSTEMS**

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

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 12, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on October 22, 2013 (hereinafter, "Amendment No. 1"); and

WHEREAS, the County has a continued need for annual preventative maintenance and repairs on County emergency generators; and

WHEREAS, the County currently reserves \$6,498 for emergency repairs;

WHEREAS, the County would like to increase the amount reserved for emergency repairs by \$6,502 annually in an amount not to exceed \$13,000 for the term of the Agreement;

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2016 and to increase the amount by \$41,756 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$74,383.

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

The term of this Agreement is from July 1, 2012 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.

Amendment No. 2 to Professional Services Agreement
Quinn Power Systems
On-Call Preventative Maintenance and Repairs on Emergency Generators
RMA – Public Works – Facilities
Term: July 1, 2012 – June 30, 2016
Not to Exceed: \$74,383.00

3. Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this Agreement, County will immediately notify CONTRACTOR of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. 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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Quinn Power Systems
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RMA – Public Works – Facilities
Term: July 1, 2012 – June 30, 2016
Not to Exceed: \$74,383.00

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

COUNTY OF MONTEREY

CONTRACTOR#

By: 
W.C. Skinner
Contract Purchasing Agent
County of Monterey

Quinn Power Systems
Contractor's Business Name

Date: 6/30/14

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

Its: HENRY K. QUINN, S.V.P.
(Print Name and Title)

Date: JUNE 27, 2014

**Approved as to Form and Legality
Office of the County Counsel**

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

By: 
Deputy County Counsel

Its: Linda Martin, Secretary
(Print Name and Title)

Date: 6-30-14

Date: 6/27/14

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 6-30-14

Approved as to Indemnity and 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.

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Term: July 1, 2012 – June 30, 2016
Not to Exceed: \$74,383.00

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

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Quinn Power Systems
Contractor's Business Name

Date: _____

By: Henry K. Quan
(Signature of Chair, President or Vice President)

Its: HENRY K. QUAN, S.V.P.
(Print Name and Title)

Date: JUNE 27, 2014

**Approved as to Form and Legality
Office of the County Counsel**

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

By: _____
Deputy County Counsel

Its: Lino Martin Secretary
(Print Name and Title)

Date: _____

Date: 6/27/14

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and 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.

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