

# Attachment A

**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: \_\_\_\_\_  
Contracts/Purchasing Officer

Quinn Company dba Quinn Power Systems  
Contractor's Business Name

Date: \_\_\_\_\_

By: H.K. Quan  
(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: 8/27/18

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.