

**AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
CEPHEID**

THIS AMENDMENT NO. 3 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and Cepheid (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on March 3, 2022, County and CONTRACTOR entered into Agreement in the amount of \$12,801.93 for the term March 3, 2022, through December 31, 2024, for the provision of providing three years of annual preventative maintenance services; and

WHEREAS, on March 23, 2023, County and CONTRACTOR entered into Amendment No. 1 to Agreement, for the purchase of new equipment and increasing the maximum contract liability to \$37,522; and

WHEREAS, on April 24, 2024, County and CONTRACTOR entered into Amendment No. 2 to Agreement, extending the term of Agreement to June 30, 2029, and to increase the maximum contract liability to \$197,333; and

WHEREAS, County and CONTRACTOR wish to increase the maximum contract liability to \$225,409, for the purchase of a four-year service agreement extension for the existing GeneXpert 4x4 Public Health Laboratory equipment.

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, "Payment Provisions", shall be amended by removing** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$197,333." **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$225,409.".
2. EXHIBIT A-2 is deleted and replaced in its entirety and attached hereto as EXHIBIT A-3. All references in the Agreement to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 3 shall be attached to the original Agreement executed by County on March 3, 2022.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Mendoza Jimenez, Director of Health Services

Date: _____

Approved as to Form

By:  _____
County Counsel

Date: 12/2/2024 | 10:49 AM PST

Approved as to Fiscal Provisions

By:  _____
Auditor/Controller


Date: 12/2/2024 | 1:04 PM PST

Approved as to Liability Provisions

By: _____
Risk Management


Date: _____

CONTRACTOR

By:  _____
Signature of Chair, President, or Vice President

Deidre Jarrett, Vice President Business Operations
Name and Title

Date: **Nov 15, 2024**

By:  _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer
Lea Agung, Assistant Secretary

Name and Title
Date: **Nov 15, 2024**

County Board of Supervisors' Agreement No. _____ approved on _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profits 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 the 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.

PH Laboratory Cephid
Term: 03/3/2022 to 06/30/2029
NTE: \$225,409