

**RENEWAL AND AMENDMENT NO. 3  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY AND  
Bi Optic**

**THIS RENEWAL AND 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 **Bi Optic** (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on August 2, 2018, County and CONTRACTOR entered into an Agreement in the amount of \$3,600 for the term August 1, 2018 through June 30, 2020, for the provision of providing annual preventative maintenance and service to include minor parts/repairs on laboratory microscopes; and

**WHEREAS**, the County and CONTRACTOR entered into Amendment No. 1, to extend the term for one (1) additional year August 1, 2018 through December 31, 2022 and to increase the total amount of the Agreement to \$7,570, for added services; and

**WHEREAS**, the County and CONTRACTOR entered into Amendment No.2 to increase the total Agreement amount to \$9,995, due to added services, and

**WHEREAS**, the Agreement expired by its terms on December 31, 2022; and

**WHEREAS**, the County and Contractor have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

**WHEREAS**, the County and Contractor mutually desire to reinstate the Agreement with effect retroactive to January 1, 2023; and

**WHEREAS**, the County and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, to extend the term for an additional three (3) years period through January 1, 2026, to increase funds by \$6,998 for a new AGREEMENT amount not to exceed \$16,993, due to added services, and replace EXHIBIT A.2 due to the added services and parts in the Scope of Work.

**WHEREAS**, 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 shall be construed to refer to EXHIBIT A.3.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree as follows:

1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of January 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.

2. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

“County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A.3, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$16,993.”

3. Section 3.01. Section 3.01 is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from August 1, 2018 to January 1, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**”

4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No.3 shall be attached to the original Agreement executed by County on August 2, 2018.

(The remainder of this page is intentionally left blank.)

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

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Bi Optic Inc  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President) \*

PAUL MEANS President  
Name and Title

Date: 2/9/2023

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
DocuSigned by: Melina Pantle  
65EE9F1502BD417 County Counsel

Date: 2/23/2023 | 2:20 PM PST

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)\*

JEFF BOYER CFO  
Name and Title

Date: 2/10/2023

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
DocuSigned by: Jennifer Forsyth  
4E7E657875454AA Auditor/Controller

Date: 2/24/2023 | 8:23 AM PST

Approved as to Liability Provisions<sup>3</sup>

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.

<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required