

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
THERMO ELECTRON NORTH AMERICA, LLC**

THIS AMENDMENT NO. 1 to the Agreement ("Agreement A-16676") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Thermo Electron North America, LLC**, (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, COUNTY and CONTRACTOR entered into Agreement A-16676 in the amount of \$26,403.00 for the term January 19, 2024, through January 18, 2027, for the provision of a three-year preventative maintenance plan for existing Public Health Laboratory Equipment; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement A-16676 to increase the Agreement by \$65,279.70, for a total aggregate amount not to exceed \$91,682.70; for the purchase technical services and replacement parts for existing laboratory equipment and cover additional costs for parts and/or services; replace Exhibit A, Scope of Services, with Exhibit A-1, with no changes to the term of January 19, 2024, through January 18, 2027.

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 \$26,403.00." **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of \$91,682.70".
2. **Exhibit A**, the reference to Exhibit A Scope of Services is deleted and replaced by Exhibit A-1 Scope of Services. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by County on January 12, 2024.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____ Contracts/Purchasing Officer

Date: _____

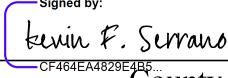
By: _____ Department Head (if applicable)

Date: _____

By: _____ Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By:  Signed by:
CF464EA4829E485
Kevin P. Serrano
County Counsel

Date: 12/17/2025 | 3:14 PM PST

Approved as to Fiscal Provisions²

By:  DocuSigned by:
4E7E637873434AE
Jennifer Forsyth
Auditor/Controller

Date: 12/18/2025 | 1:17 PM PST

Approved as to Liability Provisions³

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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

Thermo Electron North America, LLC, Amendment No. 1

Term: January 19, 2024, to January 18, 2027

NTE: \$91,682.70

Thermo Electron North America, LLC.

Contractor's Business Name*

By: _____



(Signature of Chair, President, or Vice-President) *

Resa Ferguson, Supervisor, Customer Service

Name and Title

Date: 12/10/25 1:08 PM CST

By: _____


Marie Hunt
Digitally signed
by Marie Hunt
Date: 2025.12.10
14:49:01 -06'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Marie Hunt Contract Administrator

Name and Title

Date: 12/10/2025

EXHIBIT-A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “COUNTY”
AND
Thermo Electric North America, LLC, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - A.1.1** CONTRACTOR shall provide ICP-OES limited plan coverage for three years on existing BRE731355 ICAO PRO XO DUO instrument serial #ICAPPR060033.
 - A.1.2** CONTRACTOR shall provide technical service and replacement parts to the existing Ion Chromatography Dionex Integrion instrument, serial# 16051749, until January 18, 2027.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$91,682.70** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033					
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 1/19/2024-1/18/2025	\$8,801.00	1	\$ 8,801.00	
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 1/19/2025-1/18/2026	\$8,801.00	1	\$ 8,801.00	
1	ICP-OES Limited Plan Coverage for BRE731355 ICAP PRO XP DUO serial# ICAPPR060033 1/19/2026-1/18/2027	\$8,801.00	1	\$ 8,801.00	
					Total \$ 26,403.00
Service Plan Coverage for PRO, INTEGRION, CD, OVEN, DEGAS serial# 16051749					
1	Material No. 079649, ASSY, PUMP DRIVE, SVC, HPA, ICS5+	\$8,040.00		\$ 8,040.00	
1	Material No. 701-119600 STD ZONE MIN LABOR HRS-PG2	\$6,496.00		\$ 6,496.00	
Upon execution - 1/18/2027					Subtotal \$ 14,536.00
					Tax 9.25% \$ 743.70
					Total \$ 15,279.70
Additional costs for parts and/or services authorized by the County of Monterey Public Health Laboratory Director.					\$ 50,000.00
					Total Not to Exceed \$ 91,682.70

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Public Health Lab
Donna Ferguson
1270 Natividad Road
Salinas CA 93906
(831)755-4636
fergusond@countyofmonterey.gov

Invoices shall:

- a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the Contractor's name as shown on the agreement.
- c) Be submitted monthly.
- d) Identify the billing and/or performance period covered by the invoice.
- e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.