

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Life Technologies Corporation

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** recertification and preventative maintenance service for King Fisher Flex, SN 711081347; QuantStudio, SN 272531802; and ABI 7500Fast DX, SNs 275030244 & 275031256 as described in Attachment 1, Quote No. 40600089.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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: \$ \$156,393.67

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from upon execution to December 27, 2025, 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 this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Addendum 1

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements ~~executed by the insurance carrier~~ shall accompany the certificate. ~~In addition, the Contractor upon request shall provide a certified copy of the policy or policies.~~

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.


- 9.02 **Qualifying Insurers:** All coverage's, ~~except surety,~~ shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability ~~that is approved by the County's Purchasing Manager.~~


  
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- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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NTE: \$156,939.67

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~~coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.~~

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

~~**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.~~

~~Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of~~

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and



treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT ~~as well as any privacy laws including, if applicable, HIPAA.~~ CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Service Sales
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	5781 Van Allen Way Carlsbad, CA 92008
Address	Address
831-755-4585	1 (800) 955-6288
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; ~~venue shall be Monterey County.~~
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

#### **17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

#### **17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

**18.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

3/29/2023 | 11:18 AM PDT

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By:

County Counsel

Date:

3/13/2023 | 9:22 AM PDT

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

3/10/2023 | 8:28 AM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Manager

Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

**CONTRACTOR**

Life Technologies Corporation

Contractor/Business Name \*

By:

DocuSigned by:  
 Kevin Lowitz  
 (Signature of Chair, President, or Vice-President)  
 Kevin Lowitz, VP Global Services and Support

Date:

Name and Title  
 3/2/2023 | 6:03 AM PST

By:

DocuSigned by:  
 Genoffir MacLeod  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or  
 Asst. Treasurer)

Date:

Genoffir MacLeod, Assistant Secretary

Name and Title  
 3/2/2023 | 4:19 AM PST

**County Board of Supervisors' Agreement No. A-16208 approved on March 28, 2023**

\*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) 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 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.

<sup>1</sup>Approval by County Counsel is required

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

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

PH Lab/Life Technologies

Term: upon execution - 12/27/25

Agreement ID: NTE: \$156,939.67

Revised 9/3/21

## **EXHIBIT-A**

**To Agreement by and between  
County of Monterey Health Department, hereinafter referred to as "County"  
AND  
Life Technologies Corporation, hereinafter referred to as "CONTRACTOR"**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

##### **Background & Purpose**

This Agreement between County and Life Technologies Corporation is for the recertification, annual certification, and preventative maintenance as requested and approve by County. As to the Public Health Laboratory instruments described in the CONTRACTOR'S Quote No. 40600089 (revision date 09/14/22), including, King Fisher Flex 96 DW Unit, Serial No. 711-81347; Quant Studio 5 384 Block, Serial No. 272531802; Quant Studio 7 Flex, Serial No. 278874464; ABI 7500Fast DX Service, Serial No. 275030244; and ABI 7500Fast DX Service, Serial No. 275031256.

**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 Preventative Maintenance Service per CONTRACTOR'S Planned Maintenance Services (PM) that includes at no additional cost to the County any necessary parts, labor, and travel for annual planned maintenance visits, per quote No. 40600089.

**A.1.2** CONTRACTOR shall provide Technical Support with guaranteed priority access via telephone and or email and scheduling for service calls, if necessary.

If the Contractor fails to arrive at the instrument location within Zone 1 or Zone 2 within two (2) business days for reasons other than customer's failure to provide access to CONTRACTOR or causes beyond the reasonable control of CONTRACTOR, CONTRACTOR will provide the County a service plan renewal credit in an amount equivalent to one days pro-rated charge for each day CONTRACTOR response is late.

A service call must be received by CONTRACTOR'S service center before 2:00 PM local time (U.S.A. Eastern, Central Mountain, or Pacific time) for priority response time service. Each late days pro-rated credit is an amount equal to 1/365<sup>th</sup> of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by County when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, CONTRACTOR'S Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's

**EXHIBIT-A**

intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit describe a above is the CONTRACTOR'S sole obligation and County's sole remedy for failure of the CONTRACTOR to respond to a service call within two (2) business days for the CONTRACTOR'S Instrument Recertification, Certification, and Preventative Service.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$156,938.67** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>Table of Deliverables/Recertification, Certification, and Preventative Maintencane Services (PM)</b>				
<b>Instrument Description</b>	<b>Coverage Period</b>	<b>Serial No.</b>	<b>Coverage</b>	<b>Extended Price</b>
KingFisher Flex 96 DW Unit	upon execution - 06/12/23	711-81347	AB Assurance 1 PM	\$ 7,440.00
KingFisher Flex 96 DW Unit	06/13/23 - 06/12/24	711-81347	AB Assurance 1 PM	\$ 7,440.00
KingFisher Flex 96 DW Unit	06/13/24 - 06/12/25	711-81347	AB Assurance 1 PM	\$ 7,740.00
KingFisher Flex 96 DW Unit	upon execution - 06/12/23	711-81347	Qualification	\$ 2,975.04
KingFisher Flex 96 DW Unit	06/12/23 - 06/12/24	711-81347	Qualification	\$ 2,975.04
KingFisher Flex 96 DW Unit	06/13/24 - 06/12/25	711-81347	Qualification	\$ 2,975.04
KingFisher Flex 96 DW Unit	06/13/25 - 12/27/25	711-81347	AB Assurance 1 PM	\$ 5,804.98
KingFisher Flex 96 DW Unit	06/13/25 - 12/27/25	711-81347	Qualifiaction	\$ 2,974.96
<b>Sub-Total 711-81347</b>				<b>\$ 40,325.06</b>
QuantStudio 5 384 Block	upon execution - 09/14/23	272531802	AB Assurance 1 PM	\$ 6,650.04
QuantStudio 5 384 Block	05/15/23 - 09/14/24	272531802	AB Assurance 1 PM	\$ 6,650.04
QuantStudio 5 384 Block	09/15/24 - 09/14/25	272531802	AB Assurance 1 PM	\$ 6,650.04
QuantStudio 5 384 Block	upon execution- 09/14/23	272531802	Qualification	\$ 6,590.04
QuantStudio 5 384 Block	09/15/23 - 09/14/24	272531802	Qualification	\$ 5,711.16
QuantStudio 5 384 Block	09/15/24 - 09/14/25	272531802	Qualification	\$ 5,711.16
QuantStudio 5 384 Block	09/15/24 - 12/27/25	272531802	AB Assurance 0 PM	\$ 1,554.64
<b>Sub-Total 272531802</b>				<b>\$ 39,517.12</b>
QuantStudio 7 Flex	02/19/25 - 12/27/25	278874464	AB Assurance 1 PM Addl Block with PM	\$ 9,228.37
<b>Sub-Total 278874464</b>				<b>\$ 9,228.37</b>
ABI 7500Fast DX Service	upon execution - 11/13/23	275030244	AB Assurance 20Q 1 PM	\$ 11,089.92
ABI 7500Fast DX Service	11/14/23 - 11/13/24	275030244	AB Assurance 20Q 1 PM	\$ 11,089.92
ABI 7500Fast DX Service	11/14/24 - 12/27/25	275030244	AB Assurance 20Q 1 PM	\$ 12,418.52
<b>Sub-Total 275030244</b>				<b>\$ 34,598.36</b>
ABI 7500Fast DX Service	upon execution - 12/27/23	275031256	AB Assurance 20Q 1 PM	\$ 11,089.92
ABI 7500Fast DX Service	12/28/23 - 12/27/24	275031256	AB Assurance 20 Q I PM	\$ 11,089.92
ABI 7500Fast DX Service	12/28/24 - 12/27/25	275031256	AB Assurance 20 Q I PM	\$ 11,089.92
<b>Sub-Total 275031256</b>				<b>\$ 33,269.76</b>
<b>Total Net Price</b>				<b>\$156,938.67</b>

**EXHIBIT-A**

CONTRACTOR shall submit invoices for the periods listed below as follows:

- Upon execution of the Agreement to June 1, 2023, for an amount not to exceed: \$31,819.57; and
- July 1, 2023, to May 31, 2024, for an amount not to exceed \$125,119.10

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, etc.

~~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:

Monterey County Health Department  
Public Health Bureau-Accounts Payable  
1270 Natividad Road,  
Salinas, CA. 93906  
(831) 755-4500  
[412-PHFiscal@co.monterey.ca.us](mailto:412-PHFiscal@co.monterey.ca.us)

Monterey County Health Department  
Public Health Lab-Donna Ferguson  
1270 Natividad Road,  
Salinas, CA. 93906  
(831)755-4636  
[fergusond@co.monterey.ca.us](mailto:fergusond@co.monterey.ca.us)

Invoices shall:

- 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.
- Bear the Contractor's name as shown on the agreement.
- Be submitted monthly; the annual payable amount per section B1
- Identify the billing and/or performance period covered by the invoice.
- 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.

SERVICE AGREEMENT  
QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,3  
Email: service.sales@thermofisher.com

TO

Rawni Lunsford  
Monterey County Hlth Dept  
1270 Natividad Rd  
SALINAS CA 93906

QUOTE NO. 40600089  
ORIGINAL QUOTATION DATE 08/25/2021  
REVISION DATE 02/24/2023  
EFFECTIVE 06/13/2022 TO 12/27/2025  
PAGE 1 OF 7  
QUOTE VALID TO 02/28/2023

TELEPHONE: 831-755-4769  
FAX:  
YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0010	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2022 End Date: 06/12/2023	(711-81347)	AB Assurance 1PM	\$ 7,440.00
0011	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2023 End Date: 06/12/2024	(711-81347)	AB Assurance 1PM	\$ 7,440.00
0012	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2024 End Date: 06/12/2025	(711-81347)	AB Assurance 1PM	\$ 7,740.00
0020	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2022 End Date: 06/12/2023	(711-81347)	Qualification	\$ 2,975.04
0030	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2023 End Date: 06/12/2024	(711-81347)	Qualification	\$ 2,975.04

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.  
NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title Date

Victoria Chan

Service Sales Representative

Tamás 02/24/2023

Prepared by Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.



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ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0031	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2024 End Date: 06/12/2025	(711-81347)	Qualification	\$ 2,975.04
0032	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2025 End Date: 12/27/2025	(711-81347)	AB Assurance 1PM	\$ 5,804.98
0040	1	KINGFISHER FLEX ,96 DW UNIT Begin Date: 06/13/2025 End Date: 12/27/2025	(711-81347)	Qualification	\$ 2,974.96
0050	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2022 End Date: 09/14/2023	(272531802)	AB Assurance 1PM	\$ 6,650.04
0051	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2023 End Date: 09/14/2024	(272531802)	AB Assurance 1PM	\$ 6,650.04
0052	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2024 End Date: 09/14/2025	(272531802)	AB Assurance 1PM	\$ 6,650.04
0053	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2022 End Date: 09/14/2023	(272531802)	Qualification	\$ 6,590.04
0054	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2023 End Date: 09/14/2024	(272531802)	Qualification	\$ 5,711.16
0055	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2024 End Date: 09/14/2025	(272531802)	Qualification	\$ 5,711.16
0057	1	QUANTSTUDIO 5, 384 BLOCK Begin Date: 09/15/2025 End Date: 12/27/2025	(272531802)	AB Assurance 0PM	\$ 1,554.64
0080	1	7500FAST DX Service Begin Date: 11/14/2022 End Date: 11/13/2023	(275030244)	AB Assurance,2OQ,1PM	\$ 11,089.92

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ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0081	1	7500FAST DX Service Begin Date: 11/14/2023 End Date: 11/13/2024	(275030244)	AB Assurance,2OQ,1PM	\$ 11,089.92
0090	1	7500FAST DX Service Begin Date: 11/14/2024 End Date: 12/27/2025	(275030244)	AB Assurance,2OQ,1PM	\$ 12,418.52
0100	1	7500FAST DX Service Begin Date: 12/28/2022 End Date: 12/27/2023	(275031256)	AB Assurance,2OQ,1PM	\$ 11,089.92
0110	1	7500FAST DX Service Begin Date: 12/28/2023 End Date: 12/27/2024	(275031256)	AB Assurance,2OQ,1PM	\$ 11,089.92
0120	1	7500FAST DX Service Begin Date: 12/28/2024 End Date: 12/27/2025	(275031256)	AB Assurance,2OQ,1PM	\$ 11,089.92
0130	1	QUANTSTUDIO 7 FLEX PM includes additional block Begin Date: 02/19/2025 End Date: 12/27/2025	(278874464)	AB Assurance 1PM Addl Block with PM	\$ 9,228.37
Total net price:					\$ 156,938.67

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ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
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Contract Notes:

Previous purchase order no. .

\*\*\*\*\*

Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.

\*\*\*\*\*

To expedite your order, the signed service agreement and purchase order may be emailed to service.sales@lifetech.com.

\*\*\*\*\*

Please contact your Sales Representative for more information:

Victoria Chan  
direct tel: 1-416-356-9582  
direct email: victoria.chan@thermofisher.com  
Team tel: 1-800-955-6288, option 3 then option 3

\*\*\*\*\*

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QUOTATION

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Terms of Life Technologies Service Plans  
North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

AB Assurance Plan

- Parts, labor and travel for remedial repair.
- No charge for planned maintenance visits. The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
- Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and Zone 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions).
- Target response time of 3 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 3 business days from receipt of a service call.
- Priority telephone and email access to instrument technical support.
- Telephone and email access to application technical support.
- Remote Monitoring and Dx Service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) Planned maintenance visits are intended to minimize the need for service calls. LT may perform more than the number of planned maintenance visits indicated in LT's quotation, at LT's discretion. Customer will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated in LT's quotation that are requested by customer.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within one business day for the LT Complete Plan and LT Uptime Plan and two business days for the LT Assurance Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd Pleasanton, CA 94566 (e-mail: Service.Sales@LifeTech.com).

Instrument Services for Diagnostics

SERVICE AGREEMENT  
QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,3  
Email: service.sales@thermofisher.com

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QUOTE VALID TO 02/28/2023

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This AB Instrument Services for Diagnostics Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an AB Instrument Services for Diagnostics Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Instrument Services for Diagnostics Plan not expressly agreed to in writing by an authorized representative of Life Technologies.

AB Instrument Services for Diagnostics Plan Includes

- 1. Parts, labor and travel for remedial repair.
- 2. No charge for annual planned maintenance visit(s). The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
- 3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions.)
- 4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 2 business days from receipt of a service call.
- 5. Priority telephone and email access to instrument technical support.
- 6. Telephone and email access to application technical support.
- 7. Instrument recalibration as required.
- 8. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required (A).

Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Operational Qualification/ Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) LT may perform more than the scheduled number of OQ/IPVs at LT's sole discretion.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566 (email: Service.Sales@LifeTech.com).

Contract Qualification Add-On

This service verifies and records the instrument's ability to meet the manufacturer's specified performance criteria after repetitive use or major service events. The Operational Qualification / Instrument Performance Verification (OQ/IPV) involves testing of the instrument using established conditions and known sample characteristics.

- The Qualification add-on includes OQ/IPV performed after the planned maintenance (PM) and in the event of a critical repair.

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**ADDENDUM NO. 1****TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY  
AND LIFE TECHNOLOGIES CORPORATION**

This Addendum No. 1 ("Addendum #1") amends, modifies, and supplements the County of Monterey Agreement by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Life Technologies Corporation (hereinafter "Contractor"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and Contractor agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

**1. Section 3.0 Term of Agreement: A new section 3.03 to the Agreement is hereby added to read in its entirety as follows:**

"3.03 Either party may terminate this AGREEMENT for cause, if the other party is in default of any of its material obligations hereunder, and has not commenced cure within thirty (30) days after receiving written notice of default from the other, and effected the cure within ninety (90) days of receipt of notice of default. In the event cure cannot reasonably be effected within ninety (90) days, a party may choose to not to cancel this Agreement if the other party acts diligently during the ninety (90) day period following its receipt of notice and completes the cure promptly thereafter."

**2. Section 8.0 Indemnification: Section 8 is deleted and replaced with the following:**

"Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Contractor and/or its, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement."



3. **Section 9.03 Insurance Coverage Requirements: Section 9.03 is modified and replaced with the following:**

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

4. **Section 9.04 Other Insurance: Section 9.04 is modified and replaced with the following:**

**Commercial general liability and automobile liability policies shall provide an endorsement including the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance and for which an indemnity is owed, maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is the most current ISO Form CG 20 10 in tandem with CG 20 37 or their equivalent. The required endorsement form for Automobile Additional Insured endorsement is the most current ISO Form CA 20 48 or its equivalent. Blanket where required by written contract endorsements shall be accepted."

Upon the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

5. **Section 16.17. A new section 16.17 to the Agreement is hereby added to read in its entirety as follows:**

"16.17. Limited Warranty for Instrument Services. Contractor warrants that the instrument services it provides to the County will be in accordance with the generally accepted standards prevailing in the instrument service industry. The County must make any claim for breach of this warranty within ninety (90) days of the date the instrument services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument. Contractor's total liability under this warranty is limited to, at Contractor's option: (i) re-performance of the defective instrument services, or (ii) refunding to the County the fee paid for the defective instrument services. WITH RESPECT TO INSTRUMENT SERVICES, CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

6. **Section 16.18. A new section 16.18 to the Agreement is hereby added to read in its entirety as follows:**

"16.18. Limitation of Liability. EXCEPT FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 10.1 (CONFIDENTIALITY), BREACH OF WARRANTY OBLIGATIONS IN SECTION 16.17 (LIMITED WARRANTY FOR INSTRUMENT SERVICES), AND EXPRESS INDEMNITY OBLIGATIONS (SECTION 8 INDEMNIFICATION) IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT CUSTOMER MIGHT INCUR UNDER THIS AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH CONTRACTOR'S PRODUCTS OR SERVICES, EVEN IF CONTRACTOR HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR WILL NOT BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT, EQUIPMENT, OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. WITHOUT LIMITING THE FOREGOING, EXPRESS INDEMNITY OBLIGATIONS (SECTION 8 INDEMNIFICATION) IN THIS AGREEMENT, CONTRACTOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE INSTRUMENT SERVICE TERMS, ANY SERVICE PLAN, OR INSTRUMENT SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED FIVE TIMES THE AMOUNT OF FEES CUSTOMER PAID CONTRACTOR FOR THE SPECIFIC SERVICE PLAN OR INSTRUMENT SERVICES THAT GIVE RISE TO THE CLAIM."

7. **New Section 16.19. A new section 16.19 to the Agreement is hereby added to read in its entirety as follows:**

“16.19 Decontamination and Safe Working Environment. County will fully decontaminate its instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if Contractor request, County will submit to Contractor an accurate and completed certificate of decontamination. If Contractor reasonably request, County agrees to move its instrument to another location that Contractor reasonably deem is safe for Contractor employees to perform Instrument Services.”

8. **New paragraph under Exhibit A, Section B - Payment Provisions B1 Compensation/Payment. A new paragraph 3 is hereby added to read in its entirety as follows:**

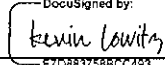
The recertification of the instrument is an essential element of the services. If there is a lapse in service coverage, additional cost may be incurred if parts or labor are needed to bring the instrument(s) up to specs. For those additional costs, the County will be advised of the potential costs and must provide written approval for such costs prior to the costs being incurred.”

9. **New paragraph under Exhibit A, Section B - Payment Provisions B1 Compensation/Payment. A new paragraph 4 is hereby added to read in its entirety as follows: “4. Any tax, such as sales and use taxes, exclusive of property and income taxes, the CONTRACTOR is required to collect or pay based upon the sale or delivery of services under this Agreement shall be paid by County to CONTRACTOR, or County shall pay directly to the taxing agency with proof of payment provided to CONTRACTOR.”**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, by the authority as follows:

**CONTRACTOR-Life Technologies Corporation.**

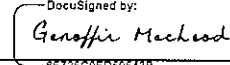
**Approved:**

By:  DocuSigned by:  
E7D883758BCC493

Kevin Lowitz, VP Global Services and Support  
Name and Title

Date: 3/2/2023 | 6:03 AM PST

**Approved:**

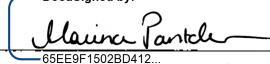
By:  DocuSigned by:  
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Genoffir MacLeod, Assistant Secretary  
Name and Title

Date: 3/2/2023 | 4:19 AM PST

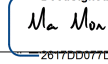
**COUNTY OF MONTEREY**

**Approved as to Form**

By:  DocuSigned by:  
85EE9F1502BD412  
Deputy County Counsel

Date: 3/13/2023 | 9:22 AM PDT

**Approved as to Fiscal Provisions:**

By:  DocuSigned by:  
2617DD077D68495  
Auditor/Controller

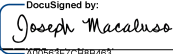
Date: 3/10/2023 | 8:28 AM PST

**Approved as to Liability Provisions**

By: \_\_\_\_\_  
Risk Manager

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

**Approved:**

By:  DocuSigned by:  
A006637CB8E463

Elsa Jimenez/ Director of Health  
Joseph Macaluso/ Assistant Director of Health

Date: 3/29/2023 | 11:18 AM PDT

**Approved:**

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

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