

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
LIFE TECHNOLOGIES CORPORATION**

THIS AMENDMENT NO. 2 to the Agreement ("Agreement A-16208") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Life Technologies Corporation (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on March 29, 2023, COUNTY and CONTRACTOR entered into Agreement A-16208 in the amount of \$156,393.67 for the term of March 29, 2023, through December 27, 2025, to provide the Public Health Laboratory with recertification, annual certification, and preventative maintenance services; and

WHEREAS, on April 25, 2023, the COUNTY and the CONTRACTOR amended Agreement A-16208 to correct the total contract amount to \$156,938.67, reflecting the \$156,938 approved by the Board on March 28, 2023, plus an additional \$0.67; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by \$108,412 for a new agreement amount not to exceed \$265,350.37, extend the term of the Agreement for 2 years and 6 months, for an aggregated term of March 29, 2023, through June 28, 2028; and

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 \$156,938.67." **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$265,350.37."
2. **Paragraph 3, "Term of Agreement", shall be amended by removing** "The term of this Agreement is from March 29, 2023, to December 27, 2025, unless sooner terminated pursuant to the terms of this Agreement." **and replacing it with** "The term of this Agreement is from March 29, 2023, to June 28, 2028, unless sooner terminated pursuant to the terms of this Agreement.".
3. **Exhibit A, "Scope of Services"**, 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.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by County on March 29, 2023.

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

COUNTY OF MONTEREY

By: _____ Contracts/Purchasing Officer
Date: _____

By: _____ Department Head (if applicable)
Date: _____

By: _____ Board of Supervisors (if applicable)
Date: _____

Approved as to Form¹
By: kevin Serrano
County Counsel
Date: 11/17/2025 | 3:42 PM PST

Approved as to Fiscal Provisions²
By: jennifer Forsyth
Auditor/Controller
Date: 11/17/2025 | 3:46 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.

CONTRACTOR

Life Technologies Corporation
Contractor's Business Name*
Signed by:
Arnaud Allouche
(Signature of Chair, President, or Vice-President)*
Name and Title
Arnaud Allouche, VP Global Services and Support

Date: 11/7/2025 | 8:01 AM PST

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

Genoffir MacLeod, Assistant Secretary
Name and Title
Date: 11/7/2025 | 2:34 AM PST

EXHIBIT A-1

**To Agreement by and between
County of Monterey, 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 CONTRACTOR is for the recertification, annual certification, and preventative maintenance as requested and approved by County. As to the County's 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 1/365th 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 County when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To

EXHIBIT A-1

be eligible to use the credit, CONTRACTOR'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 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.

A.1.3 CONTRACTOR shall provide AB Assurance, 20Q 1 PM coverage for three (3) additional years to the following equipment: 7500FAST DX Service Serial No. 275030244 and 7500FAST DX Service Serial No. 275031256.

The AB Instrument Services for Diagnostics Plan includes the following:

- Remedial repairs (parts, labor, and travel)
- Annual planned maintenance visit(s) at no additional charge
- 2-business-day guaranteed response time for service in Zones 1 and 2, with service credits for delays (conditions apply)
- Targeted 2-business-day response for service outside of Zones 1 and 2
- Priority telephone and email access to technical support (instrument and application)
- Instrument recalibration as needed
- Operational Qualification/Instrument Performance Verification (OQ/IPV) during the plan period at no additional cost
- For planned maintenance scheduling, customers may contact the Instrument Care Center.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$265,350.37** 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:

EXHIBIT A-1

Table of Deliverables/Recertification, Certification, and Preventative Maintenance Services (PM)				
Instrument Description	Coverage Period	Serial No.	Coverage	Extended Price
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	Qualification	\$ 2,974.96
Sub-Total 711-81347				\$ 40,325.06
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
Sub-Total 272531802				\$ 39,517.12
QuantStudio 7 Flex	02/19/25 - 12/27/25	278874464	AB Assurance 1 PM Addl Block with PM	\$ 9,228.37
Sub-Total 278874464				\$ 9,228.37
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
Sub-Total 275030244				\$ 34,598.36
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 1 PM	\$ 11,089.92
ABI 7500Fast DX Service	12/28/24 - 12/27/25	275031256	AB Assurance 20 Q 1 PM	\$ 11,089.92
Sub-Total 275031256				\$ 33,269.76
Total Net Price				\$156,938.67

EXHIBIT A-1

Table of Deliverables/Recertification, Certification, and Preventative Maintenance					
Item No.	Qty	Instrument Description/ Effective Dates/Notes	Serial Number	Coverage	Extended Price
0080	1	7500FAST DX Service Begin Date: 12/28/2025 End Date: 12/27/2026	275030244	AB Assurance,2OQ,1PM	\$ 19,036.35
0100	1	7500FAST DX Service Begin Date: 12/28/2025 End Date: 12/27/2026	275031256	AB Assurance,2OQ,1PM	\$ 19,036.35
0160	1	7500FAST DX Service Begin Date: 12/28/2026 End Date: 12/27/2027	275030244	AB Assurance,2OQ,1PM	\$ 19,683.59
0170	1	7500FAST DX Service Begin Date: 12/28/2026 End Date: 12/27/2027	275031256	AB Assurance,2OQ,1PM	\$ 19,683.59
0210	1	7500FAST DX Service Begin Date: 12/28/2027 End Date: 06/28/2028	275030244	AB Assurance,2OQ,1PM	\$ 15,486.06
0220	1	7500FAST DX Service Begin Date: 12/28/2027 End Date: 06/28/2028	275031256	AB Assurance,2OQ,1PM	\$ 15,486.06
				Total Amendment Amount	\$ 108,412.00
				Executed Agreement Total	\$ 156,938.37
				Total Not to Exceed Amount	\$ 265,350.37

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
Initial
ll
Contractor

EXHIBIT A-1

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 Health Department
Public Health Lab-Rawni Lunsford
1270 Natividad Road,
Salinas, CA. 93906
(831)755-4516
lunsfordr@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; the annual payable amount per section B1
- 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.

ADDENDUM NO. 2
TO AGREEMENT BY AND BETWEEN COUNTY
OF MONTEREY AND LIFE TECHNOLOGIES
CORPORATION

This Addendum No. 2 (“Addendum #2”) 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. 2 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. 2 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. New paragraph under Exhibit A-1, 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.”

2. New paragraph under Exhibit A-1, 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:

Signed by:
By: 
Arnaud Allouche

Arnaud Allouche, VP Global Services and Support
Name and Title

Date: 11/7/2025 | 8:01 AM PST

Approved:

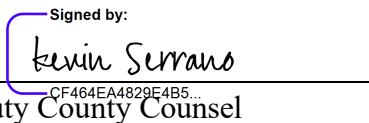
DocuSigned by:
By: 
Genoffir MacLeod

Genoffir MacLeod, Assistant Secretary
Name and Title

Date: 11/7/2025 | 2:34 AM PST

COUNTY OF MONTEREY

Approved as to Form

Signed by:
By: 
Kevin Serrano
Deputy County Counsel

Date: 11/17/2025 | 3:42 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
By: 
Jennifer Forsyth
Auditor/Controller

Date: 11/17/2025 | 3:46 PM PST

Approved as to Liability Provisions

By: _____
Risk Manager

Date: _____

Approved:

By: _____
Elsa Jimenez/ Director of Health

Date: _____

Approved:

By: _____
Contracts/Purchasing

Date: _____