

**FOURTH AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26677**

THIS FOURTH AMENDMENT ("Amendment") to Tulare County Agreement Number 26677 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **Life Technologies Corporation** ("CONTRACTOR") as of July 1, 2018, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on February 1, 2014, to retain the services of this CONTRACTOR to provide instrument services for equipment in the Tulare County Health & Human Services Agency's Laboratory;
- B. The COUNTY and CONTRACTOR have previously entered into amendments to the Agreement on June 30, 2015, June 28, 2016, and May 23, 2017 to extend the term of the agreement and update Exhibit A; and
- C. COUNTY and CONTRACTOR now wish to amend the Agreement in order for CONTRACTOR to provide services for an additional year in an amount not to exceed \$9,784.92 as reflected in an updated Exhibit A.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. Section 1 of the Agreement, entitled "TERM", is hereby revised to read as follows:

TERM: This Agreement shall become effective as of February 1, 2014 and shall expire at 11:59 PM on June 30, 2019, unless otherwise terminated as provided in this Agreement.

2. Exhibit A is hereby replaced with the attached Exhibit A.
3. This FOURTH Amendment becomes effective as of July 1, 2018.
4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO. 26677**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date May 30, 2018

LIFE TECHNOLOGIES CORPORATION

By 

Print Name Patricia A. Trigueiro

Title Contracts Specialist

Date May 30, 2018

By 

Print Name Marlene Wilkie

Title Contracts Specialist


[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

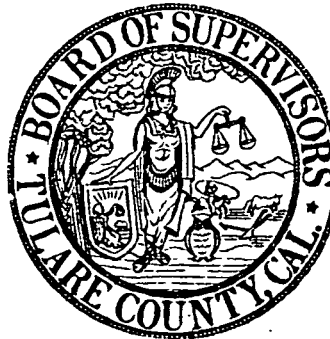
COUNTY OF TULARE

Date 6/26/2018

By 
Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By 
Deputy Clerk



Approved as to Form:
County Counsel

By  6/4/18
Deputy

Matter # 2018421

EXHIBIT A

**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 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

TO Carric Amador
 Tulare County Public Hlth Lab
 1062 S K St
 TULARE CA 93274

QUOTE NO. 40499375
 ORIGINAL QUOTATION DATE 02/28/2018
 REVISION DATE 03/01/2018
 EFFECTIVE 07/01/2018 TO 06/30/2019
 PAGE 1 OF 4
 QUOTE VALID TO 06/30/2018

TELEPHONE: (559) 624-8495
 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	7500FAST DX Service Begin Date: 07/01/2018 End Date: 06/30/2019	(275011161)	AB Assurance,2OQ,1PM	\$ 9,784.92
Total net price:					\$ 9,784.92

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

Lori Hindenach

Service Sales Representative

Maestro User 03/01/2018

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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 North American Sales and Service
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 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3.2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40499375
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Contract Notes:

Your current agreement will expire on 06/30/2018.

Previous purchase order no. 26677.

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This quotation reflects negotiated pricing between APHL and Life Technologies.

MULTIPLE YEAR OPTION

Up to three years of coverage can be purchased at this time and price. If you would like to purchase 2 or 3 years of service, please email Service.Sales@lifetech.com for a revised quote

If you choose this option, your PO would need to reflect the 2 or 3 year total but it will be invoiced annually.

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To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.

- Payment is due 30 days from invoice date.
 - Applicable taxes are extra.
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Please contact your Service Sales Representative for more information.

tel: 1-800-955-6288, option 3, 2
 email: Service.Sales@lifetech.com

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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.

Instrument Services for Diagnostics

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 to 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

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(email: Service.Sales@LifeTech.com).

To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.

This quotation, and Life's INSTRUMENT SERVICES TERMS and CONDITIONS (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.

Life's Instrument Services Terms and Conditions can be found on Life's website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of Life's webpage.

If you have any questions, please visit our website at www.lifetechnologies.com.

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