

ANDE Corporation

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5509

THIS FIRST AMENDMENT to that Agreement for Services #5509 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ANDE Corporation, a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 266 Second Avenue, Waltham, Massachusetts 02451, and whose mailing address is 1860 Industrial Circle, Suite A, Longmont, Colorado 80501, and whose Agent for Service of Process is National Registered Agents, Inc. whose address is 818 Seventh Street, Suite 930, Los Angeles, California 90017 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide testing and processing forensic evidence samples for the District Attorney's Office and Sheriff's Office pursuant to Agreement for Services #5609, dated March 29, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include a new fee schedule for the remaining term of the Agreement, and to amend the conflict of interest provision to add reference to the Levine Act, amending **ARTICLE XIX, Conflict of Interest**, and adding **Amended Exhibit A** and **Exhibit D**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. Effective as of the date this First Amendment is fully executed, all references in the Agreement to Exhibit A shall be deemed to refer to the amended Exhibit A attached hereto and incorporated herein. All obligations incurred under the Agreement prior to the effective date of this First Amendment and not yet paid shall be paid in accordance with the terms of the prior Exhibit A.
- II. **ARTICLE XIX, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIX:

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2,

California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #5509 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5609 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____ =

-- ANDE Corporation --

By: Steve Bohn
Name Steve Bohn
Title CFO
"Consultant"

Dated: July 23, 2025

EXHIBIT A

Product and Services/Consumables

Consumables for term 3/1/2025 to 3/28/2026						
QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
12.00	A0210001060	ANDE I-Chip	I-Chips process up to 4 samples simultaneously using 27 loci.	USD 1,425.00	USD 1,100.00	USD 13,200.00
60.00	A0310001121	Rapid DNA Smart Swab Single Pack	Rapid DNA Smart Swab Single Pack with RFID, barcode labels, protective tube, and integrated desiccants. Must be ordered in multiples of 50.	USD 3.50	USD 0.00	USD 0.00
12.00	A1230001001	Shipping - Chip - Domestic	Chip Shipping Charges (Per Chip)	USD 90.00	USD 90.00	USD 1,080.00
1.00		Taxes & Fees	Sales Tax, 7.25%	USD 1,914.00	USD 1,914.00	USD 1,914.00
Consumables for term 3/1/2025 to 2/28/2026 TOTAL:						USD 16,194.00

Optional Consumables						
QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
4.00	A0210001060	ANDE I-Chip	I-Chips process up to 4 samples simultaneously using 27 loci.	USD 1,425.00	USD 1,100.00	USD 4,400.00
20.00	A0310001121	Rapid DNA Smart Swab Single Pack	Rapid DNA Smart Swab Single Pack with RFID, barcode labels, protective tube, and integrated desiccants. Must be ordered in multiples of 50.	USD 3.50	USD 0.00	USD 0.00
4.00	A1230001001	Shipping - Chip - Domestic	Chip Shipping Charges (Per Chip)	USD 90.00	USD 90.00	USD 360.00
1.00	A1320001052	Bone Solution	Bone pretreatment solution (50ml).	USD 300.00	USD 300.00	USD 300.00

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QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
1.00	A1230001001	Shipping - Bone Solution - Domestic	Bone Solution Shipping Charges (Up to 4 Bottles)	USD 30.00	USD 30.00	USD 30.00
Optional Consumables TOTAL:						USD 5,090.00

GRAND TOTAL: USD 21,284.00					
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EXHIBIT A

Product and Services/Consumables



QUOTATION

SPECIAL INSTRUCTIONS

An invoice for the service contract will be issued 30 days prior to the start of the coverage term (for example, 30 days prior to March 1, 2025) and the payment terms are Net 30.

There is no requirement for the customer to purchase the total number of consumables listed on the quote. The customer must order a minimum of 4 chips at a time. If the customer purchases 12 chips and would like to purchase more, they can be purchased at the sales price quoted here through March 29, 2026.

TERMS & CONDITIONS

I hereby acknowledge that I have read the terms and conditions as provided in the 'Terms & Conditions for ANDE Equipment and Services Sales Agreements' available at <https://www.ande.com/terms-conditions/>. Title to goods passes when goods leave ANDE shipping facilities, or ANDE's designated ship from point. I understand and agree to all the terms and conditions presented in the agreement.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

ACCOUNT: El Dorado County Sheriff

QUOTE: Q-01953-9

EXPIRES: 7/31/2025

GRAND TOTAL: USD 21,284 *Excludes Optional Services*

ANDE Corporation
Exhibit D
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

July 23, 2025
Date

ANDE Corporation
Type or write name of company

Steve Bohn
Signature of authorized individual

Steve Bohn
Type or write name of authorized individual