

BOS AGREEMENT # 21-190

BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – SIGNATURE PAGE

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

Customer Shipping Address:		Billing Address:	
Customer Name	County of Mendocino	Name	County of Mendocino
Street Address	501 Low Gap Road, Room 1326	Address	501 Low Gap Road, Room 1326
City, State, ZIP	Ukiah, CA 95482	City, State, ZIP	Ukiah, CA 95482
Customer Number (s)		Phone	
National Account Affiliation		Sales Rep	
Customer Point of Contact	Katie Ford	Term	Six (6) Months, commencing on the Effective Date

1. **AGREEMENT.** Customer identified above ("Customer") and Abbott Rapid Dx North America, LLC ("Abbott") enter into this BinaxNOW COVID-19 Antigen Card Master Agreement, including this Signature Page, and the below General Terms and Conditions, the Emergency Use Authorization Exhibit, and the Membership and Forecast Exhibit, as each may be amended from time to time in writing (collectively, the "Agreement"). By signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement as of the date of Abbott and Customer's signature below. Customer and Abbott are each a "Party," and collectively the "Parties."

2. **PRODUCTS.**

Abbott Catalog#	Description of Products ("Products")	Net Kit Price	Total Kit Volume	Purchase Commitment
195-260	BinaxNOW COVID-19 Antigen Self Test Kit (includes 6 packs of 2 Tests Cards) includes end to end support with administration of shipment directly to sites	\$114.00	833	\$94,962.00

The Products are subject to the Emergency Use Authorization Exhibit.

NOTICES. Notices regarding this Agreement shall be given in writing to the following address:

If to Customer:

At the applicable address set forth above on this Signature Page.

If to Abbott:

Abbott Rapid Dx North America, LLC
30 South Keller Road, Suite 100,
Orlando, Florida 32810
ATTN: Contracting Department

With Copy To:
Abbott Rapid Diagnostics Legal
Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500
ATTN: DVP & Associate General Counsel

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:

CUSTOMER

Signature: 

Printed Name: DAN GJERDE

Title: CHAIR, MENDOCINO COUNTY BOARD OF SUPERVISORS

Date: OCT 26 2021

ABBOTT RAPID DX NORTH AMERICA, LLC

DocuSigned by:

Signature: 

Printed Name: Katie Silverman

Title: Director, Contracting and Pricing

EFFECTIVE DATE:

BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – GENERAL TERMS AND CONDITIONS

A. PURCHASE OF PRODUCTS. Abbott shall make available to Customer the Products for purchase on a non-exclusive basis, subject to the terms and conditions of this Agreement. Customer may issue purchase orders for Products at the respective Price to Customer (set forth at the Products table in Section 2 of the Signature Page above), however, Abbott has the right to accept or reject each such Customer purchase order in Abbott's sole discretion and without incurring liability. Any terms and conditions set forth in any purchase order or other form issued by the Customer shall be of no force or effect. Customer Affiliates are permitted to order Product under this Agreement only if agreed in writing by Abbott. Concurrently with signing this Agreement, Customer shall one-time provide Abbott a forecast of the volume of Product Customer plans to order each month during the Term. Customer shall create such forecast in good-faith, but it will not be binding on either party; in particular, the forecast will not itself create an obligation to supply according to such forecast on Abbott. Such forecast is attached to the Membership and Forecast Exhibit below.

B. SUPPLY ALLOCATION. Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that (i) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products, (ii) Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products; (iii) Abbott reserves the right, in its sole discretion and without liability, to allocate limited supply of the Products, and to immediately discontinue supplying any Product, (iv) Abbott is permitted to immediately cease selling the Products upon the expiration of the EUA Period (as defined in the Emergency Use Authorization Exhibit), and (v) any such action or inaction by Abbott described in clauses (ii) to (iv) will not constitute a breach of this Agreement by Abbott.

C. USE OF PRODUCT. The Products purchased under this Agreement are for Customer's and its permitted Affiliates' own use for purposes of testing their own respective employees and workers in the United States, and not for resale or distribution to any Third Party. Customer shall not, and shall cause its Affiliates to not: (i) resell any Product; (ii) use the Products past their expiration date; (iii) use any Product in any manner inconsistent with its intended use and/or the EUA (as defined in the Emergency Use Authorization Exhibit) or (iv) use the Products for any research and development of, or comparison to, any in vitro diagnostic testing devices or technologies. Customer shall report any significant deviations from the established performance characteristics of the Products of which Customer becomes aware to Abbott (via email: ts.scr@abbott.com).

D. DISCLOSURE. Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts, if any, and the allocation of total net purchase dollars for Products, equipment, services, and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts, if any, to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.

E. PURCHASE COMMITMENT. Subject to Sections A and B above, Abbott agrees to sell, and Customer agrees to purchase, the Products at the volumes indicated under the Purchase Commitment heading in the Products table in Section 2 of the Signature Page, if any, for the duration of the Term of this Agreement (the "Purchase Commitment"). Abbott will review Customer's compliance with the Purchase Commitment during the Term. If Customer fails to meet the Purchase Commitment at the end of the Term, then Customer agrees that the amount equal to the shortfall between the actual aggregate price of Products purchased by Customer and the Purchase Commitment shall become immediately due to Abbott. In the event that Abbott is unable to supply a Product under this Agreement and unable to provide a replacement product, Abbott is permitted to suspend the Purchase Commitment for the applicable Product for the duration of time in which the Product is unavailable and adjust the Purchase Commitment accordingly for the remaining contract.

F. TERMINATION. If Customer breaches any of the terms of this Agreement including but not limited to the payment terms in Section H, Abbott may, in its sole discretion and without further liability, immediately terminate this Agreement, in addition to all its other rights and remedies. Abbott shall also have the right to terminate the Agreement immediately upon expiration of the EUA Period.

G. CONFIDENTIALITY. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose such terms to any Third Party without Abbott's prior written consent, provided that Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. Customer acknowledges and agrees that Abbott may share information under this Agreement, including pursuant to the rules of the stock exchange on which the securities of Abbott are traded, or to the extent requested by any governmental entity. The provisions of this paragraph shall survive termination or expiration of this Agreement.

H. PAYMENT TERMS; SHIPPING. Payment terms are net thirty (30) days from date of Abbott's shipment of Products. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month). Customary shipping charges are included in the Product price and Abbott will prepay the cost of customary shipping for each Product. If Customer requests expedited shipping, special delivery and/or air shipments, such special delivery and/or air shipment charges shall be prepaid by Abbott and invoiced to Customer. Abbott will exercise discretion with respect to the mode of transportation, carrier, packaging and insurance. Customer shall pay all taxes, federal, state and local, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. Customer shall reimburse Abbott for any such tax paid by Abbott. Shipping charges are prepaid and added to each invoice. Products will be shipped Free Carriage Alongside (FCA) point of shipment. Abbott will only ship Product to the addresses set forth in the Membership and Forecast Exhibit.

I. PRODUCT RETURNS AND ACCEPTANCE. Unless Customer provides written notice to Abbott, no later than ten (10) calendar days after delivery of the applicable Product, of (1) subject to Section B, any discrepancy between the type or quantity of Products ordered and the type or quantity of Products delivered or (2) any failure of such Product to materially comply with the warranty set forth in Section J below, Customer shall be deemed to have accepted ("Acceptance") such Product. All returns shall be governed by Abbott's return policy, which Abbott shall provide to Customer upon request. In addition to the reporting requirements set forth in the Emergency Use Authorization Exhibit, if Customer experiences difficulty with the Product, Customer may call Abbott Technical Support at 877-441-7440, option 2. If Customer experiences a problem with an order or shipment, Customer may call Abbott Customer Service at 877-441-7440, option 1.

J. WARRANTY. Abbott represents and warrants that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will, commencing on Acceptance and continuing for the shelf life of the respective Product: (1) materially conform to published specifications set forth in the applicable Abbott package insert for such Product; (2) not be adulterated or misbranded within the meaning of the Act; and (3) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this Section, the only other warranties made by Abbott with respect to Products are those specifically and expressly stated as warranties in the Product's package insert specifications and manuals. ABBOTT MAKES NO OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER AND ABBOTT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product if: (i) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert, and/or operating manual (including use past its expiration date); (ii) it has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product; (iii) the serial or lot number of any Product has been altered, defaced, or removed; or if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (iv) the Product was purchased from an unauthorized distributor (subsections (i) through (iv), collectively, "Warranty Exclusions"). If any Product does not comply with the warranty set forth in this Section, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Product at no additional expense to Customer.

Customer represents and warrants that (i) Customer understands and agrees Abbott is not providing advice or consulting services regarding any testing or occupational health policies or programs of any kind for any purpose ("Testing Programs"); (ii) Customer is solely responsible for developing, establishing, and implementing any Testing Programs that may use the Products, including, without limitation, its own employment, occupational, and other health related policies and procedures; (iii) Customer is solely responsible for determining the appropriateness of Product for Customer's intended use, including, without limitation, for use in any Testing Program; and (iv) Customer shall not make any representation, warranty and/or covenant to any Third Party, including, without limitation, Customer's employees, students and workers, concerning the Product that exceed the representations, and/or warranties of Abbott under the Agreement.

K. DISCLAIMER; INDEMNIFICATION; LIMITATION OF LIABILITY. Customer assumes all risk for the suitability of the test results obtained by using the Products, and the consequences that flow therefrom. Customer shall defend, indemnify, and hold harmless Abbott and its Affiliates from any losses, liabilities, claims, judgments, damages, costs and expenses (including, but not limited to, attorneys' fees), arising from any claims ("Claims") arising out of, or in any way related to, Customer's, its Affiliates' and their respective employees' and agents' (i) negligence, gross negligence, recklessness, willful misconduct; (ii) use

of the Products in any Testing Program; (iii) breach of any term of this Agreement, including any breach of Customer's obligations, representations and warranties, or (iv) use of the Product in any way that violates, breaches or is otherwise inconsistent with the EUA or applicable law. Customer assumes all risk when any of the Warranty Exclusions apply to the Products. Customer shall use counsel reasonably satisfactory to Abbott to defend each Claim and will at all times keep Abbott advised of the status and defense of each Claim. Abbott may participate in and control the defense of any Claim at its option and in its sole discretion. Customer will not consent to the entry of any judgment or enter into any settlement without Abbott's prior written consent. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT'S MAXIMUM AGGREGATE AND TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO ABBOTT BY CUSTOMER FOR THE PURCHASE ORDER WHICH INCLUDED THE UNIT OF PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL ABBOTT OR ITS AFFILIATES BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES OR ANY FAILURE BY ABBOTT OR ITS AFFILIATES TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.

L. AUDIT. Upon reasonable notice, Abbott or its designee may, at its expense, audit all relevant books and records of Customer and its Affiliates to confirm Customer's compliance with the obligations set forth herein (including, but not limited to, the Emergency Use Authorization Exhibit and Section C). Any such audit shall be conducted during Customer's and its Affiliates' normal business hours.

M. Intentionally Omitted.

N. MISCELLANEOUS. This Agreement, together with all other exhibits and items specifically referenced herein, constitute the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes prior agreements concerning the same. Except where otherwise stated herein, this Agreement may not be altered or amended except by written agreement signed by both Parties. Customer will not use Abbott's or its Affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website, in any media now known or hereinafter invented, without prior written consent from Abbott Public Affairs or its designee. Customer is not permitted to assign or transfer this Agreement without the other Abbott's prior written consent. Abbott is permitted to assign this Agreement or delegate performance of any of its obligations hereunder to Abbott's Affiliate(s) at any time for any reason without the need to obtain consent from any entity. Neither Party shall be liable for any failure to, or delay in, performance hereunder (other than the payment of money) due to events outside the affected Party's reasonable control, including, without limitation: acts of god, including floods, earthquakes, acts of the public enemy, including terrorist acts; insurrections; riots; injunctions; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; fires; explosions; shortages of material or energy; delays in the delivery of raw materials; government acts or orders, interruption of transportation, or inability to obtain raw materials upon reasonable prices or terms. The waiver by either Party of any breach of any provision hereof by the other Party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself. The Parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the Parties. No Party has the authority to bind or act on behalf of any other Party except as otherwise expressly stated in this Agreement. Except for Section A, all terms of this Agreement shall survive termination or expiration of the Agreement. This Agreement is entered into by and for the sole benefit of the enumerated Parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any Third Party or to otherwise create a Third-Party beneficiary under this Agreement.

O. DEFINITIONS.

"Affiliate" means, with respect to either Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party; or with respect to Customer, as otherwise agreed to by Abbott. As used herein, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (i) through the ownership of more than fifty percent (50%) of the voting securities of the other entity, or (ii) by contract, statute, regulation, or otherwise.

"Third Party" means any person or entity other than either or both of the Parties hereto.

P. GOVERNING LAW; ALTERNATIVE DISPUTE RESOLUTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice of law provisions. Notwithstanding the Dispute Resolution section below, Abbott may seek injunctive relief by a court of competent jurisdiction and the Parties consent to the jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the jurisdiction and venue of the state courts in Lake County, Illinois, U.S. Any dispute or claim arising out of or in connection with this Agreement initiated by either Party shall be resolved by binding Alternative Dispute Resolution in accordance with the provisions set forth in this Section P. If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its Affiliates. The Parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each Party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the Parties prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.
- (b) If the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

To the extent not contradicted by the Parties' contractual agreement regarding ADR rules and procedures contained herein, the rules governing Fast Track Arbitration of the CPR institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, NY 10017 shall apply.

BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – EMERGENCY USE AUTHORIZATION EXHIBIT

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

EMERGENCY USE AUTHORIZATION. The Product is a lateral flow immunoassay intended for the qualitative detection of nucleocapsid protein antigen from SARS-CoV-2 in direct anterior nasal (nares) swabs from individuals with or without symptoms tested twice over three days with at least 36 hours between tests. It is authorized for home use with self-collected direct anterior nasal (nares) swab samples from individuals aged 15 years or older or adult collected nasal swab samples from individuals aged two years or older. The BinaxNOW COVID-19 Ag Card Self Test has not been FDA cleared or approved. It has been authorized by the FDA under an emergency use authorization ("EUA"). The EUA is presently available from the FDA website at the following address: <https://www.fda.gov/media/147251/download>. The test has been authorized only for the detection of proteins from SARS-CoV-2, not for any other viruses or pathogens, and is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or authorization is revoked sooner (the "EUA Period"). Abbott's obligation to supply any Product hereunder is contingent upon such Product being commercially available in the U.S. market pursuant to continued regulatory authorization from the United States Food and Drug Administration ("FDA") in accordance with the EUA or the Product's clearance or approval by the FDA as an in vitro diagnostic. Abbott is permitted at any time, in its sole discretion, to substitute EUA Product with FDA cleared Product.

BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – MEMBERSHIP AND FORECAST EXHIBIT

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

This Membership Exhibit permits Abbott to accept purchase orders for Products from the Customer "Ship and Bill To" entities ("**System Members**") listed below, and permits Abbott to ship Products and invoice System Members directly for such Products. Customer represents that it has the authority to bind each System Member to this Agreement, and each System Member shall be bound by this Agreement, as if such System Member signed this Agreement. If any System Member fails to comply with the terms and conditions of this Agreement, Customer shall be liable for such noncompliance. For purposes of this Agreement, each reference to "Customer" in this Agreement shall also be deemed a reference to a "System Member".

System Members

System Member Name	Street Address	City, State and Zip Code

Monthly Forecast

	Month One	Month Two	Month Three	Month Four	Month Five	Month Six
Anticipated Test Volume						

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**By: 

DEPARTMENT HEAD

Date: 10/12/2021Budgeted: ☐ Yes ☒ No

Budget Unit: 4010

Line Item: 862189 PHELCX

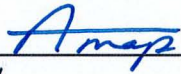
Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

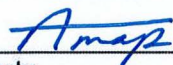
COUNTY OF MENDOCINOBy: DAN GJERDE, Chair
BOARD OF SUPERVISORSDate: OCT 26 2021**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board


By: 
DeputyOCT 26 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
DeputyOCT 26 2021**INSURANCE REVIEW:**By: 

Risk Management

Date: 10/06/2021**CONTRACTOR/COMPANY NAME**By: 

SIGNATURE

Date: 10/12/2021**NAME AND ADDRESS OF CONTRACTOR:**Abbott Rapid Dx North America, LLC
30 South Keller Road, Suite 100
Orlando, FL 32810

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County CounselBy: 

Deputy

Date: 10/06/2021**EXECUTIVE OFFICE/FISCAL REVIEW:**By: 

Deputy CEO

Date: 10/06/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section _____