AMENDMENT NO. 2 TO AGREEMENT BETWEEN SNOHOMISH COUNTY AND QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.

This Amendment No. 2 is made and entered into on the 1st day of January, 2025, between the SNOHOMISH COUNTY, hereinafter called "County," and QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC., hereinafter called the "Contractor."

WHEREAS, the Parties hereto have previously entered into an agreement (the "Original Agreement") for Contractor to provide laboratory services for various programs housed within the health department; and

WHEREAS, on February 2, 2024, the County and Contractor executed an Amendment No. 1 to the Original Agreement to amend Schedule B, Compensation, to include lead testing services; and

WHEREAS, both parties desire to amend the total amount and extend the term of the Original Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Section 2 of the Original Agreement is hereby amended in its entirety to read as follows:

<u>Term of Agreement; Time and Performance</u>. This Agreement shall be effective upon full execution of this Agreement by the parties (the "Effective Date") and shall terminate on December 31, 2025, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to four (4) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2025, PROVIDED, HOWEVER, that the County's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2. Section 3e of the Original Agreement is hereby amended in its entirety to read as follows:

<u>Contract Maximum</u>. Total charges under this Agreement, all fees and expenses included, shall not exceed \$100,000 (ONE HUNDRED THOUSAND DOLLARS) for the initial term of this Agreement (excluding extensions or renewals, if any).

3. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this Amendment No. 2.

IN WITNESS THEREOF, Contractor has caused this Amendment No. 2 to the Original Agreement, to be executed by its VP – GM West Region, and the County has caused this Amendment No. 2 to be executed by its Executive, each of whom have authority to bind their respective entities.

SNOHOMISH COUNTY QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC. | Jean-Marc Halbout | Jean-Marc Halbout (Sep 11, 2024 06:37 PDT) | | Jean-Marc Halbout | Date | VP - GM West Region | | Sep 11, 2024