## SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

#### MOTION NO. 24-399

# MOTION AUTHORIZING THE EXECUTIVE TO SIGN AMENDMENT NO. 2 WITH QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC. TO PROVIDE LABORATORY SERVICES

WHEREAS, the Snohomish County, through its Health Department, previously entered into an Agreement with Quest Diagnostics Clinical Laboratories, Inc. to provide laboratory services for various programs housed within the health department; and

WHEREAS, the parties subsequently amended the agreement to include lead testing services to Schedule B, Compensation ("Amendment 1"); and

WHEREAS, Quest Diagnostics Clinical Laboratories, Inc. will provide laboratory testing of specimens and have the expertise and equipment to generate high-quality and accurate testing results; and

WHEREAS, these services are core public health services that the Snohomish County Health Department performs; and

WHEREAS, Quest Diagnostics Clinical Laboratories, Inc. is a trusted voice in the community and the Health Department would like to continue this partnership; and

WHEREAS, Quest Diagnostics Clinical Laboratories, Inc. and the Snohomish County Health Department have a current need to enter into an amendment to increase the not to exceed amount of the agreement by an additional \$50,000;

NOW, THEREFORE, ON MOTION, the County Council hereby authorizes the Executive to sign Amendment No. 2 with Quest Diagnostics Clinical Laboratories, Inc. in substantially the form as that attached hereto as Exhibit A.

PASSED this 18th day of December, 2024.

SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

Cøuncil Chair

ATTEST:

Deputy Clerk of the Council

### 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:

Term of Agreement; Time and Performance. 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**

Lacey Harper 31/12/2024

County Executive Date

QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.

Jean-Marc Halbout

Jean-Marc Halbout (Sep 11, 2024 06:37 PDT)

Jean-Marc Halbout VP – GM West Region Date

Sep 11, 2024