

**ADAMS COUNTY, COLORADO
AMENDMENT TWO 2017-205 FOR
PARENTAL TESTING LABORATORY SERVICES**

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2014.263 is entered into this _____ day of _____, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Laboratory Corporation of America Holdings located at 1440 York Court Extension, Burlington, North Carolina, 27215, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on January 15, 2015, the County entered into Purchase of Service Agreement 2014.263 with Contractor to provide parental testing; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend for one additional year effective January 15, 2017 pursuant to Section 3 TERM, Paragraph 3.2 Extension Options.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:


1. The Service Agreement is hereby amended to extend the term of the agreement One (1) additional year effective through January 14, 2018.
2. The County shall pay the Contractor for the services furnished under this Amendment for a not to exceed amount of thirty-three thousand dollars (\$33,000) for option year two.
3. The Service Agreement and this Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute Two and the same agreement.
6. Nothing expressed or implied in this Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under

or by reason of this Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY MANAGER



Raymond M. Gonzalez

22 MAY 2017

Date


Laboratory Corporation of America Holdings

George C. Maha

Print Name

Associate Vice President

Print Title



Signature

May 19, 2017


Date

ATTEST: STAN MARTIN
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney