AMENDMENT NO. 2 TO AGREEMENT BETWEEN SNOHOMISH COUNTY AND IDEAL OPTION PLLC

This Amendment No. 2 is made and entered into on the 31st day of March, 2025, between the SNOHOMISH COUNTY, hereinafter called "County," and IDEAL OPTION PLLC hereinafter called the "Contractor"

WHEREAS, the Parties hereto have previously entered into an agreement (the "Original Agreement") to provide mass spectrometer detection and novel substance identification; and

WHEREAS, on September 1, 2024, the County and Contractor executed an Amendment No. 1 to the Original Agreement to amend the total amount and extend the term; and

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

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, as amended, is hereby amended in its entirety to read as follows:

Term of Agreement; Time of Performance. This Agreement shall be effective upon full execution of this Agreement by the parties (the "Effective Date") and shall terminate on August 31, 2025, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to four (3) 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 August 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 3F of the Original Agreement, as amended, is hereby amended in its entirety to read as follows:

Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$45,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any), PROVIDED, HOWEVER, that of the \$45,000.00 total, charges shall not exceed \$20,000.00 for the period September 1, 2024 through March 31, 2025, and charges shall not exceed \$15,000.00 for the period April 1, 2025 through August 31, 2025.

- 3. Amended Schedule B to the Original Agreement, as amended, is hereby deleted in its entirety and a new Second Amended Schedule B, attached hereto and incorporated herein by this reference, is hereby added to the Original Agreement.
- 4. Section 22 of the Original Agreement, as amended, is hereby amended in part in order to update the contact information for the Snohomish County Health Department and Ideal Option PLLC, as follows:

If to the County: Snohomish County Health Department

3020 Rucker Ave., Suite 306

Everett, WA 98201 Telephone: 425.339.5200 Attention: Contracts

Email: SHD-Contracts@co.snohomish.wa.us

If to the Contractor: Ideal Option PLLC

500 SW 7th St, Ste A205 Renton, WA 98057 Attention: Legal

Email: <u>legal@idealoption.net</u>

5. All other terms and conditions of the Original Agreement, as amended, 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 be executed by its CFO 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		IDEAL OPTION PLLC	
		The Nation	02.28.2025
County Executive	Date	Michael Nabielec CFO	Date
Approved as to form:			

Second Amended Schedule B Compensation

June 25, 2024 – March 31, 2025 billing

Services	Monthly Cost
Testing	\$610.00
Supplies	\$167.00
Staffing	\$1,723.00
Total Monthly Costs	\$2,500.00
Total Costs Not to Exceed	\$30,000.00

April 1, 2025 – August 31, 2025 billing

Services	Cost
Supplies	\$50.00
Staffing	\$1,500.00
Other – Laboratory Data Report	\$1,300.00
Indirect Rate 10%	\$150.00
Total Monthly Cost	\$3,000.00
Total Costs Not to Exceed	\$15,000.00