AMENDMENT TO AGREEMENT 2229

This Amendment ("Amendment") to Kitsap Public Health District Contract 2229 for COVID-19 Assistance (the "Contract"), is entered into between the Bainbridge Island School District ("Customer") and the Kitsap Public Health District ("Service Provider"), also individually referred to as "Party" and collectively "Parties."

RECITALS

WHEREAS, the Parties entered into the Contract effective November 16, 2021; and

WHEREAS, the Customer desires to continue receiving assistance from Service Provider by way of a COVID-19 Case & Contact Investigator, in the classification of Disease Investigation Specialist (DIS); and

WHEREAS, additional funding is required to accommodate a contract term extension, and as COVID needs change and there may no longer be a need for assistance,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. <u>Amendment of Contract Section 3. Compensation</u>. The Customer agrees to reimburse the Service Provider up to a maximum of \$175,000 for labor costs during the contract period, based on actual costs incurred.
- II. <u>Amendment of contract Section 6. Term.</u> The term of this agreement shall commence on the effective date as previously set, and continue until June 30, 2023, unless otherwise terminated per the terms of this Amendment.
- Amendment of contract Section 7. Termination. 1. Either Party may terminate the Agreement at any time upon two weeks' prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.
- IV. Other Provisions Unchanged. The other provisions of the Contract, remain unchanged.
- V. <u>Effective Date</u>. The effective date of this Amendment is the date last executed by all parties.
- VI. <u>Authorization</u>. Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

Dated this 8th day of september 2022.	Dated this 26 day of August, 2022.
KITSAP PUBLIC HEALTH DISTRICT	BAINBRIDGE ISLAND SCHOOL DISTRICT #303
keith Grellner Keith Grellner Administrator	Dane Fenwick Director of Facilities and Operations