# AMENDMENT NO. 1 CBE NO. 606037-21 COVID-19 NON-CONGREGATE SHELTER SERVICES

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and LIBERTY WELLNESS OUTPATIENT COUNSELING CENTER II, LLC (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606037-21, entitled COVID-19 Non-Congregate Shelter Services dated December 21, 2021 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. First Whereas, Page 1, Paragraph 2:

## ORIGINALLY WRITTEN:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$7,760,808, including all travel, lodging, meals and miscellaneous expenses; and

## **REVISED TO READ:**

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$10,493,057.50, including all travel, lodging, meals and miscellaneous expenses; and

2. Section II, Compensation and Terms of Payment, Page 1, Paragraph A Compensation:

# ORIGINALLY WRITTEN:

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the monthly rate listed therein not-to-exceed amount of \$7,760,808. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

## REVISED TO READ:

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the monthly rate listed therein not-to-exceed amount of \$10,493,057.50. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

3. Exhibit A, Scope of Work, Section A, Compensation:

## ORIGINALLY WRITTEN:

COUNTY agrees to pay PROVIDER \$431,156 per month for performance of services described in this Scope of Work. COUNTY's obligation to pay PROVIDER cannot exceed this amount. It shall be PROVIDER's responsibility to ensure the hours and tasks are properly budgeted.

## REVISED TO READ:

COUNTY agrees to pay PROVIDER \$619,587 per month for performance of services described in this Scope of Work. COUNTY's obligation to pay PROVIDER cannot exceed this amount. It shall be PROVIDER's responsibility to ensure the hours and tasks are properly budgeted.

4. The revisions contained herein are effective as of March 1, 2022.

This Amendment No. 1 represents an increase not to exceed \$2,732,249.50.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY: COUNTY OF CLARK, NEVADA

PROVIDER: LIBERTY WELLNESS OUTPATIENT COUNSELING CENTER II, LLC

By:

JESSICA COLVIN Chief Financial Officer ENMI ER MORSS Owner

APPROVED AS TO FORM:

Elahah A. What

STEVEN B. WOLFSON, District Attorney

By:

ELIZABETH VIBERT Deputy District Attorney