

The Agreement entered into between the City of Asheville and Sunrise Community for Recovery & Wellness, Inc., dated April 19, 2021 is hereby amended according to terms below.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 25th day of May, 2021, via Resolution No. 21-266 the City Council authorized the City Manager to execute a contract in the amount of \$107,628 in order to execute the scope of services under the contract;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to add to the scope of services under the contract;

WHEREAS, the parties hereto wish to extend the contract for a period up to and including March 31, 2022, and amending the contractual value to a figure not to exceed \$833,409.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

(Any changes to the agreement should be noted):

A. TERMS AND CONDITIONS of the original contract is revised as follows:

2. The initial term of this contract shall begin on April 19, 2021 and conclude no later than March 31, 2022.

3. The City will compensate the CONTRACTOR an amount not to exceed \$833,409.

EXHIBIT A - SCOPE OF SERVICES

Description: The City of Asheville ("City") will rent hotel space to be used as a COVID-19 non-congregate emergency hotel shelter. Sunrise Community for Recovery & Wellness, Inc. ("Sunrise") will provide essential operations services defined herein for the COVID-19 non-congregate temporary emergency hotel shelter for an initial period through March 31, 2022, with compensation not to exceed \$833,409.

Essential Operations Services:

2. Provide on site daily staff coverage, 24 hours per day, beginning January 1, 2022.

1. The effective date of this amendment is:

January 1, 2022

2. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
3. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>
4. **NON- APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Contractor's Full Legal Name:	Sunrise Community for Recovery & Wellness, Inc.
Authorized Signature:	Sue Polston
Printed Name:	<i>Sue Polston</i>
Title of Person Signing:	Executive Director
Date:	12/15/2021

Department Directors are authorized to sign amendments where the new contract amount of the agreement is less than \$30,000. Agreements that are \$30,000 or greater, the Department Director by Written Approval conveys that this agreement has been reviewed and presented for approval by the City of Asheville's City Manager.

 Department Director DATE _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 Chief Financial Officer DATE _____

Account code	Amount added to contract	Total amount of contract
22000412 - 521001 - U2100	\$190,000	\$833,409

	<i>City of Asheville City Manager</i>
Authorized Signature:	
Date:	

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Project Name:			
Contract Amendment number:	#3		
Description:	Add funds and extend to March 31, 2022		
Company Name:	Sunrise Community for Recovery & Wellness, Inc.		
Originating Dept:	CED	Date this Renewal Originated:	12/15/21
Project Contact Primary:	Emily Ball	Secondary:	Nikki Reid

Date of Funding Change	Funding Code Org	Funding Code Object	Funding Code Project

The formula for information below should be A +/- B = C	Column A	Column B	Column C
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Contract Time Extension List number of days os extension (Ex: 365 days for a 1 year extension)	Current Amount of Munis Contract (as shown in the Total - Revised Box prior to change order entry, on Original page)	Amount Being Added/Reduced in Munis on this Munis Contract Change Order	Final Total for this Munis Contract Change Order (as shown in the Totals - Revised Box, on Change Order page)