



**AMENDMENT NO. 1
PROFESSIONAL SERVICES CONTRACT
(INTERIM TERM EXTENSION)**

This Amendment No. 1 to Professional Services Contract ("***Amendment***") is dated for reference purposes July 1, 2025, and is between the City of Everett (the "***City***") and Conquer Addiction PLLC dba Conquer ("***Conquer***").

RECITALS

A. The City and Conquer are parties to the Professional Services Contract signed on October 2, 2024 (the "***City-Conquer Contract***").

B. The City-Conquer Contract is in connection with the Professional Services Contract between the Washington State Health Care Authority ("***HCA***") and City dated September 24, 2024 (the "***Master Contract***").

C. The term of the City-Conquer Contract is from July 1, 2024 to June 30, 2025 (the "***Initial Term***"). This is the same contract term as the Master Contract.

D. The total maximum contract amount under the City-Conquer Contract for Initial Term services by Conquer is \$450,000.

E. HCA has indicated that HCA will renew or extend the Master Contract. However, renewal or extension may take time to formalize.

F. The purpose of this Amendment is to provide for extension of the City-Conquer Contract on an interim basis until the Master Contract is formally renewed or extended. This is so services to vulnerable populations are not interrupted.

G. When the Master Contract is renewed or extended, the parties anticipate this Amendment will be superseded and replaced.

AGREEMENT

In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Conquer agree to amend the City-Conquer Contract as set forth below:

1. The City-Conquer Contract is extended until July 31, 2025 (the "***Interim Term***"). The City may from time to time by written notice to Conquer extend the Interim Term, but in no case will such extensions cause the Interim Term to end later than September 30, 2025.

2. During the Interim Term, either party may terminate the City-Conquer Contract effective upon delivery of five days prior written notice to the other party, which may be by email.

3. Unless otherwise directed by the City in writing, Conquer will continue to provide services during the Interim Term in the same manner and subject to the same City-Conquer Contract terms and conditions as during the Initial Term.

4. The City will compensate Conquer for services rendered during the Interim Term at the same rates and under the same terms and conditions as during the Initial Term. Regardless of the foregoing, compensation to Conquer for the Interim Term services will not exceed \$30,000 per month.

5. If the City-Conquer Contract is terminated during the Interim Term, the City will pay Conquer for services rendered up to the termination date.

6. Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any City-Conquer Contract end date(s) that may have been in the City-Conquer Contract prior to this Amendment, the parties agree that the City-Conquer Contract is deemed reinstated and to have been continuously in effect since the beginning of the Initial Term until the end of the Interim Term.

7. This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. All provisions in the Contract shall remain in effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the City and Conquer have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

CONQUER ADDICTION PLLC DBA CONQUER



Cassie Franklin, Mayor

Signature: _____



Name of Signer: Jacob Grillo, CEO

07/14/2025

Date

ATTEST



Office of the City Clerk



APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY











PSC Conquer Interim Term Amendment_7.9.25_SD

Final Audit Report

2025-07-14

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