ADDENDUM NO. 2 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this 13 day of September 2024, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("LFUCG"), and UNIVERSITY OF KENTUCKY RESARCH FOUNDATION ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40508;

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services and Administration (SAMHSA) awarded LFUCG grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP); and

WHEREAS, LFUCG and UKRF entered into an Agreement dated December 12, 2022 ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the FR-CARA grant and oversight of reporting over the term of the grant period, compensating UKRF \$99,997.00 for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for three (3) successive terms of one (1) year (each a 'Renewal Term'), with the final Renewal Terms ending on September 29, 2026,";

WHEREAS, the Agreement states in part, in Paragraph 5 titled <u>Compensation; Method of Payment</u> of the <u>Statement of Agreement</u>: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and 00/100 Cents (\$99,997.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning September 30, 2024 through September 29, 2025.

The parties agree that all other terms and conditions of the Agreement dated December 12, 2022 shall continue to apply.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

Clerk of Urban County Council

Deputy

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY____

Kim C. Carter, Associate Director

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ADDENDUM NO. 1 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this 26 day of September 2024, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("LFUCG"), and UNIVERSITY OF KENTUCKY RESARCH FOUNDATION ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awarded LFUCG grant funding over a period of three (3) years under the BJA FY 23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) (Award No. 15PBJA-23-GG-02369-COAP) in support of its Community Paramedicine Overdose Outreach Lexington (CPOOL) project; and

WHEREAS, LFUCG and UKRF entered into an Agreement dated April 11, 2024, ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the Community Paramedicine Overdose Outreach Lexington (CPOOL) project and oversight of reporting over the term of the grant period, compensating UKRF Eighty-Three Thousand Six Hundred Nineteen Dollars (\$83,619.00) for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "This Agreement shall commence on October 1, 2023 (the "Effective Date"), and shall continue in effect through September 30, 2024 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for two (2) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 30, 2026";

WHEREAS, the Agreement states in part, in Paragraph 5 titled <u>Compensation: Method of Payment</u> of the <u>Statement of Agreement</u>: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Eighty-Three Thousand Six Hundred Nineteen Dollars (\$83,619.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.":

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning October 1, 2024, through September 30, 2025.

The parties agree that all other terms and conditions of the Agreement dated April 11, 2024, shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

RESOLUTION NO. 468 - - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ADDENDUM NO. 1 TO THE AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR THE PROVISION OF EVALUATION SERVICES FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S COMMUNITY PARAMEDICINE OVERDOSE OUTREACH (CPOOL) UNDER THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM FROM THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH SEPTEMBER 30, 2025, AT A COST NOT TO EXCEED \$83,619.00

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Addendum No. 1 to the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance grant program, extending the period of performance through September 30, 2025, at a cost not to exceed \$83,619.00.

Section 2 – That an amount, not to exceed the sum of \$83,619.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account #3140 – 505701 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26,2024

MAYOR

Linda Gorton

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0836-24:WR:4893-8597-9363, v. 1