

**AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT (hereinafter "Amendment"), made and entered into on the 22<sup>nd</sup> day of ~~July~~ <sup>June</sup>, 2017, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and, **NAMI Lexington** with offices located at 498 Georgetown Street, Suite 201, Lexington, Kentucky 40508 (hereinafter "Organization").

**R E C I T A L S**

WHEREAS, the Government, through its Sponsor, desired to implement a program to serve those with severe and persistent mental illness, especially those experiencing homelessness;

WHEREAS, the Organization submitted a proposal, in response to RFP 70-2014 and was deemed by the Government and the Sponsor to be the best and most responsive proposal to implement the Mental Health Court Program.

WHEREAS, the parties entered into an Agreement (hereinafter "Agreement") dated February, 13, 2015, which details the obligations of all parties.

WHEREAS, in accordance with Section 13 of the Agreement, the parties desire to amend the Agreement and have entered into this Amendment.

**W I T N E S S E T H**

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. Recitals. That the above recitals are incorporated herein by reference as if fully stated.

2. **Scope.**

(a) The terms of the Agreement are amended to continue through July 1, 2018. The Government may terminate this Amended Agreement at any time and for any reason by providing the Organization with at least thirty (30) days advance written notice of termination.

(b) The Government shall pay the Organization an additional sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00). The funds shall be paid on a quarterly basis, one-fourth (1/4<sup>th</sup>) of which shall be payable in July 2017, upon receipt of invoice. One-fourth (1/4<sup>th</sup>) shall be payable each quarter thereafter, upon submission of a quarterly financial report and invoice.


3. **Entire Agreement, Conflict.** This Amendment shall constitute the entire understanding between the Government and


the Organization. In the event of conflict between the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

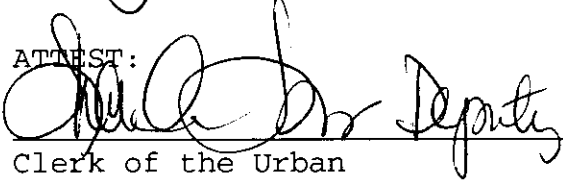
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

NAMI Lexington, Inc.

BY:   
Jim Gray, Mayor

BY:   
Title: Executive Director

ATTEST:  
  
Clerk of the Urban  
County Council



TO: Mayor Gray

FROM:   
\_\_\_\_\_

Polly Ruddick, Director, OHPI

CC: Sally Hamilton

DATE: June 5, 2017

SUBJECT: Mental Health Court – Agreement Amendment - One Year Extension

This is to request Council authorization to execute an Amendment to the agreement with NAMI-Lexington (National Alliance on Mental Illness) providing continuation funding for Mental Health Court to extend the term of the Agreement until July 1, 2018 and provide additional funding in an amount not to exceed \$125,000..

The 2013 report of the Mayor's Commission on Homelessness included among its top recommendations support for the creation of a Mental Health Court in Lexington. This court is a diversion program similar to drug court which seeks to treat nonviolent offenders with mental illness as an alternative to incarceration. Clients will be referred to the court of District Judge Kim Wilkie for the program where they will participate in intensive case management as part of their diversion. This project has resulted in housing for people who are chronically homeless.

The cost for LFUCG is not to exceed \$125,000. Additional funding is needed to keep the court operational as NAMI works with several other funding options for ongoing support. All future funding will come from sources other than LFUCG. Funds are approved in the FY18 allocation of funding for projects in the Office of Homelessness Prevention & Intervention Innovative and Sustainable Solutions to Homelessness fund and are subject to the amount allocated to that fund by Council.

What is the cost in this budget year and future budget years?

The cost for this FY 17-18 is: \$125,000.00

The cost for future FY is: 0

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1145-1555003-0001-78112

File Number: -17

