

## SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT TO AGREEMENT**, made and entered into on this 12 day of September 2019, 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 by and through its Sponsor, the **DEPARTMENT OF SOCIAL SERVICES** (hereinafter "**SPONSOR**"), and **RED7E, Inc.** (hereinafter "**CONSULTANT**"), located at 637 West Main Street, Louisville, Kentucky 40202.

### RECITALS

**WHEREAS**, LFUCG has been awarded a federal grant under the Comprehensive Addiction and Recovery Act (CARA) Program, in order to create a First Responders and Community Partners Overdose Prevention Project consisting of a multidisciplinary partnership with law enforcement, fire and emergency services, treatment providers, recovery advocates, and community outreach partners.

**WHEREAS**, the partnership believes it necessary to develop materials for an overdose prevention awareness campaign, with a focus on designed awareness of KRS 218A.133 "Good Samaritan Law", encouraging community to call 911 to prevent fatal overdoses.

**WHEREAS**, LFUCG solicited Requests for Proposals for an "Overdose Prevention Awareness Campaign" (RFP #33-2018").

**WHEREAS**, the CONSULTANT submitted a response to RFP #33-2018, which was deemed by LFUCG and its SPONSOR to be the best and most responsive proposal to implement the campaign.

**WHEREAS**, on December 4<sup>th</sup>, 2018 the parties entered into an Agreement to implement the campaign and on July 9<sup>th</sup>, 2019, the parties entered in to an Amendment to the Agreement amending the Effective Term through August 31, 2019.

**WHEREAS**, the CONSULTANT has requested to extend the Effective Term through September 30, 2019.

**WHEREAS**, the Agreement provides for all amendments to be in writing executed by LFUCG and CONSULTANT;

**NOW, THEREFORE**, LFUCG and CONSULTANT, in consideration of their mutual covenants herein agree in respect of the performance of campaign creation and development by CONSULTANT and the payment for those services by LFUCG as set forth, the parties hereto agrees as follows:

Article 2.1, "Effective Term," shall be amended in its entirety to read as follows:

"The term of this Agreement shall be December 4, 2018, through September 30, 2019."

In all other respects, except as specifically modified herein, the terms of the Agreement dated December 4, 2018 shall remain in full force and effect with respect to the provisions outlined therein.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

*Linda Gorton*

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Linda Gorton, Mayor

ATTEST:

*Sch Deputy*  
\_\_\_\_\_  
Clerk of Urban County Council

RED7E

*James Hoyland*

\_\_\_\_\_  
James Hoyland  
Vice-President Chief Operating Officer

COMMONWEALTH OF KENTUCKY  
COUNTY OF *(Jessamine)*

The foregoing instrument was subscribed, sworn to and acknowledged before me by  
*James Hoyland* as *Vice President COO* for and on  
behalf of *RED7E*, on this the *19* day of  
*September*, 2019.

Notary Public, State of Larga, KY  
My commission expires: *My commission expires May 22, 2023*

*[Signature]*