

## **SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT (“Agreement”)**, made on the \_\_\_ day of December 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A (hereinafter “LFUCG”), located at 200 East Main Street, Lexington, Kentucky 40507, by an 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.

**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 below:

#### **1.0 SCOPE OF WORK**

##### **1.1 Incorporated Documents**

CONSULTANT shall perform the work as outlined in RFP #33-2018 (“Exhibit A”) and CONSULTANT’S Response to RFP #33-2018 (“Exhibit B”) both of which are attached hereto and incorporated by reference herein as if fully stated.

All of the terms and provisions of the RFP, including but not limited to the General Conditions and the Risk Management Provisions and the Response are attached hereto and incorporated herein by reference. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the RFP and the Response.

## **1.2 Timely Reports and Invoices**

CONSULTANT shall provide reports of all activities and services in conjunction with quarterly invoices to the assigned LFUCG project manager.

## **2.0 TERM**

### **2.1 Effective Term**

This Agreement is effective as of date of LFUCG's signature ("Effective Date") and will continue for a period of seven (7) months.

### **2.2 Termination**

LFUCG may terminate performance of this Agreement, or a portion thereof, upon thirty (30) days written notice, or if the CONSULTANT materially breaches any provision of this Agreement. Upon receipt of a written notice (which shall describe the circumstances that lead to a material breach), CONSULTANT shall have thirty (30) calendar days to cure the default.

## **3.0 PAYMENTS TO CONSULTANT**

Payments for the services rendered hereunder shall not exceed a total of **THIRTY-FIVE THOUSAND AND 00/XX DOLLARS (\$35,000.00)**

### **3.1 Time of Payment**

CONSULTANT shall submit detailed quarterly invoices and reports indicating work completed. Documentation for any and all reimbursable expenses shall be submitted along with invoices.

### **3.2 Other Provisions Concerning Payments**

**3.2.1** In the event the Agreement is terminated by LFUCG without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for actual work performed or services rendered and delivered to LFUCG prior to termination, as determined by mutual agreement between LFUCG and CONSULTANT.

**3.2.2** In the event that the Agreement is terminated by LFUCG for fault on the part of the CONSULTANT, the CONSULTANT shall be paid for actual work performed or services rendered and delivered to LFUCG prior to termination, as determined by LFUCG.

**3.2.3** In the event that the Agreement is terminated by the CONSULTANT because of gross delays caused by LFUCG, the CONSULTANT shall be paid as set forth in 3.2.1

#### **4.0 SUCCESSORS AND ASSIGNS**

CONSULTANT binds itself, and its partners, successors, executors, administrators, assigns, agents, and legal representatives to this Agreement with respect to all covenants, agreements, and obligations.

#### **5.0 ASSIGNMENT AND DELEGATION**

CONSULTANT shall not assign any interest, obligation, or benefit of this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of LFUCG.

CONSULTANT shall not subcontract more than fifty percent (50%) of the Services based upon dollar value, to be provided under this Agreement. CONSULTANT shall obtain written approval prior to delegating or assigning any services contained in this Agreement. LFUCG's consent to the delegation or assignment of any part of this Agreement shall not be construed to relieve CONSULTANT of any responsibility for compliance with the provisions of this Agreement.

#### **6.0 FORCE MAJEURE**

CONSULTANT shall not be liable to LFUCG for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of *force majeure*, which shall be deemed to include war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or unavoidable delays in mass transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, disease, accident, fire, explosion, flood, storm or other act of God, unforeseeable shortage of labor, fuel, raw materials, machinery or unforeseen technical failures. LFUCG shall not refuse to accept delivery by reason of delays occasioned by *force majeure*. Any delay resulting from *force majeure* shall correspondingly extend the time for performance by CONSULTANT. Notwithstanding the above, CONSULTANT acknowledges that it will not be excused from full performance of any contractual provision contained herein or separately contained in any Statement of Work or Change Order if an act or occurrence resulting in a delay in performance or failure in performance could have been avoided through CONSULTANT's exercise of due care.

#### **7.0 OPTIONAL TASKS AND SERVICES**

LFUCG may desire to have CONSULTANT perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Optional Task and Services," subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until written authorization is given by LFUCG.

## **8.0 RIGHTS IN WORK PRODUCT**

Unless otherwise agreed by the parties in a separate Agreement, all Services rendered by CONSULTANT under this Agreement and the product or proceeds of such Services, including any and all information and data owned or controlled by LFUCG, or otherwise manifested in programs and documentation purchased, produced, or delivered to or on LFUCG's behalf ("Work Product") shall belong to and be owned by LFUCG. CONSULTANT and third party service and software providers shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to their respective, independently developed intellectual property in accordance with federal copyright and other applicable laws.

## **9.0 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the services under this Agreement, the CONSULTANT agrees as follows:

- 9.1 The CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 9.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **10.0 MODIFICATIONS**

No extension, modification, or amendment of this Agreement shall be effective unless it is set forth in writing and signed by the Parties.

## **11.0 DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.

**12.0 SEVERABILITY**

If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

BY: \_\_\_\_\_  
Jim Gray  
MAYOR

Red7e

BY: \_\_\_\_\_  
JAMES HOYLAND,  
Vice-President/Chief Operating Officer

COMMONWEALTH OF KENTUCKY

COUNTY OF ( \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ for and on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My commission expires: \_\_\_\_\_