

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter referred to as "Amendment"), made and entered into this 10<sup>th</sup> day of May 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS 67A, (hereinafter referred to as "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **DIVISION OF ENVIRONMENTAL SERVICES** (hereinafter referred to as "DES"), and **NEW LIFE DAY CENTER**, 224 N Martin Luther King Blvd., Lexington, Kentucky 40507 (hereinafter referred to as "New Life").

### **RECITALS**

**WHEREAS**, the Government, through DES, and New Life entered into an Agreement, dated October 11, 2018 (hereinafter referred to as the "Agreement"), whereby the parties implemented the "Litter Pickup Services with Panhandler Participation Program" (hereinafter referred to as the "Program") in connection with RFP #14-2018;

**WHEREAS**, the Government, through DES, agreed to amend the Agreement on December 5, 2019 (hereinafter referred to as "First Amendment");

**WHEREAS**, in accordance with Section 13 of the Agreement, the Government, on behalf of DES, and New Life desire to amend the Agreement again.

### **WITNESSETH**

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

(1) The above recitals are incorporated herein by reference, as if fully stated. This Amendment shall include the following additional documents, which are attached hereto and incorporated herein by reference as if fully stated:

- (a) Exhibit "A" – Agreement dated October 11, 2018.
- (b) Exhibit "B" – First Amendment dated December 5, 2019.

In the event of conflict between and among the provisions of these documents, the provisions of this Amendment shall prevail, followed by Exhibit B and then Exhibit A.

(2) The Government agrees to provide New Life an additional sum of up to **Thirty Thousand and 00/100 (\$30,000.00)** for each renewal term beginning September 1, 2020 and all subsequent terms, bringing the total contract price for each renewal term to an amount not to exceed **\$150,000.00.**

(3) All other terms of the Agreement shall remain unchanged and remain in full force and effect.

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: 

NEW LIFE DAY CENTER

BY: 

LINDA GORTON, MAYOR

STEVE POLSTON, ~~EXECUTIVE DIRECTOR~~

*Founder & Board Chair*

ATTEST:

*Mackenzie Sommers*

Clerk of the Urban  
County Council