



THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”), entered into this day of ____ July, 2018, by and between the Pinwheel Group (hereinafter “Pinwheel”), whose address is 310 Nicole Drive, Jeffersonville, Indiana, 47130, and Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter “LFUCG”), whose address is 200 East Main Street, Lexington, Kentucky 40507, through its Department of Social Services (hereinafter the “Department”).

RECITALS

WHEREAS, the COACH Fellowship is a community leadership program for young Black males in Lexington, ages 22–26, who have either misdemeanor or felony convictions, but whose participation in COACH will reduce risk for further exposure and interaction with the criminal justice system, and

WHEREAS, the COACH Fellowship is designed to cultivate the talents and untapped potential of each fellow, through a tailored curriculum of positive social engagement, case management, and employment training, and

WHEREAS, the COACH Fellowship is a 24-month experience, and will consist of three annual cohorts of 5 Fellows, beginning in the fall 2018, and subsequently in the fall 2019, and fall 2020, which will provide wrap-around support services to address any social needs of the fellows, including housing, mental health, substance use disorder, educational/learning, economic insecurity;

WHEREAS, the Pinwheel Group’s Habilitation Empowerment and Accountability Therapy (HEAT) curriculum is designed for African American males aged 18-29 who are involved in the criminal justice system, and applies a holistic, culturally relevant and responsive, strength-based model that emphasizes a positive and engaging approach to this population;

WITNESSETH

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

1. The above recitals are incorporated herein by reference, as if fully stated.

2. Scope for Work

The Pinwheel Group will provide LFUCG with direct services for administration of the COACH Fellowship.

Pinwheel will:

- (a) Provide curriculum and services for of up to 15 fellowship participants (5 fellows per annual cohort);
- (b) Provide up to seventy-two (72) curriculum classes over nine (9) months of each year of the agreement;
- (c) Conduct orientation and provide supplies for the classes and orientations;
- (d) Provide training for two (2) Facilitators in Train the Trainer Training.

The Department will:

- (a) Recruit, identify and assign the 5 participants for annual fellowship cohorts.
- (b) Help design the social engagement curriculum and objectives for the COACH Fellowship in the HEAT Curriculum.
- (c) Provide partnership consultation to the Pinwheel Group staff and other Fellowship stakeholders, including workforce training agents, local community agencies, and national partners such as Cities United.

3. Retention and Compensation.

- (a) LFUCG hereby agrees to retain the Pinwheel Group for the period beginning July 1, 2018 and continuing through June 30, 2021.
- (b) LFUCG shall compensate the Pinwheel Group for the provision of HEAT Curriculum services in the amount of \$39,500 for Fiscal Year 2019, with possible renewals for Fiscal Years 2020 and 2021.
- (c) Payment for services within this agreement shall be requested by invoice to LFUCG on a quarterly basis, for the periods ending September 30; December 30; March 30; and June 30.

4. Termination. Either party may terminate this Agreement at any time if:

- (a) The other party materially breaches the terms of this Agreement; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice.
- (b) The other party ceases, discontinues, or indefinitely suspends its business activities related to the services to be provided under this Agreement, or the other party voluntarily or involuntarily files bankruptcy.
- (c) The grant offered by the William R. Kenan, Jr. Charitable Trust is not delivered, received, or renewed.

(d) Either party terminate this Agreement at any time and for any reason by providing at least thirty (30) days advance written notice of termination. In the event of termination of this Agreement by LFUCG, the Pinwheel Group shall be entitled to that portion of total compensation due under this Agreement for those services rendered in a manner acceptable to LFUCG.

5. **Modifications. Changes.** The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Any alterations or modifications in the nature of the services or duties must be in writing and shall be in compliance with the Notices section of this Agreement.
6. The parties agree that each shall remain, independent contractors with respect to all services performed under this Agreement. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co- partners between LFUCG and the Pinwheel Group, or as constituting either party's the agent, servant, representative, or employee of the other for any purpose of in any manner whatsoever.
7. The Pinwheel Group agrees to defend, indemnify, and hold the Government, its officers, agents, and employees harmless from any and all losses or claims, of whatever kind that are in any way incidental to, or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance or breach of this Agreement. This indemnity agreement shall in no way be limited by any financial responsibility and shall survive the termination of this Agreement.
8. This Agreement contains the entire Agreement between the parties, and no statement, promises, or inducements by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified, or altered except in compliance with the Modification section of this Agreement.

9. **Notice.**

All notices allowed or required to be given hereunder must be in writing dispatched by United States mail, or hand-delivered to the parties at the following:

For LFUCG:

Lexington-Fayette Urban
County Government
200 East Main Street, 3rd floor
Lexington, Kentucky 40507
ATTN: Chris Ford

For Pinwheel Group:

Pinwheel Group
310 Nicole Drive
Jeffersonville, Indiana 47130
ATTN: Darryl Turpin

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

JIM GRAY, Mayor

Date

PINWHEEL GROUP

Darryl Turpin

Date