

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into on the 1<sup>st</sup> day of January, 2023, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”), on behalf of ONE Lexington (“Sponsor”) and Nestor D. Gomez Gonzalez, 3934 Northampton Drive, Lexington, KY 40517 (hereinafter referred to as “Contractor”)

### WITNESSETH

**WHEREAS**, the Sponsor is a program established by the Government to enhance safety and quality of life in neighborhoods experiencing violent crime;

**WHEREAS**, the Sponsor seeks to enhance the quality of life in the neighborhoods impacted by violent crime by enhancing these neighborhoods’ crisis response;

**WHEREAS**, the Government, through its Sponsor, has prepared a strategic plan to enhance neighborhoods’ crisis response, called the Crisis Response Model (“Model”);

**WHEREAS**, the Government seeks help implementing this Model throughout neighborhoods in Lexington that would most benefit from an enhanced crisis response;

**WHEREAS**, the Contractor has been selected as an independent contractor to aide in implementing this Model by performing street outreach and mentoring services for youth within these neighborhoods affected by violent crime;

**NOW THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

### SECTION I OBLIGATIONS OF CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
  - a. Attending any training requested by the Government and/or its Sponsor;
  - b. Responding timely to requests to visit the scene of any violent incident that has occurred or been threatened to occur in any Lexington neighborhood (“Crisis” or “Crises”), when deployment is requested by the Sponsor and the Contractor is otherwise available and is selected by the Sponsor, in order to begin implementation of the Model;
  - c. Serving as a mediator in any Crisis, if available and selected by the Sponsor;
  - d. Referring and connecting individuals involved in a Crisis to services the Sponsor has previously identified;
  - e. Providing wraparound services to families of individuals involved in a Crisis; and,
  - f. Timely completion of any reports requested by the Government and/or its Sponsor.
2. Contractor agrees to comply with all terms of the Government’s Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the

failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees that any authority bestowed by the Government through this Agreement is limited to responding to Crises identified by the Sponsor. Contractor understands and agrees that it has no actual or apparent authority to respond to any violent incident if that response is not requested and/or approved by the Sponsor. Any response or services the Contractor provides to any violent incident beyond the scope of the authority granted in this Agreement constitutes an entirely voluntary response by the Contractor, which is not governed by this Agreement, and the Contractor bears sole responsibility and liability for action he/she takes with regard to that voluntary response.
4. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

## **SECTION II**

### **OBLIGATIONS OF GOVERNMENT**

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of \$250.00. The total amount paid to Contractor shall not exceed \$2,000.00 during the initial "Term" of this Agreement as defined in Section III below.
2. Government agrees to provide training to the Contractor on how to implement its Model.

## **SECTION III**

### **GENERAL CONDITIONS**

1. This Agreement shall be effective from January 1, 2023, through June 30, 2023 ("Term").
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with this Agreement.
3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.
4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.
7. This Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

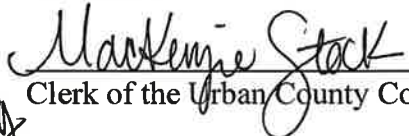
[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:   
Linda Gorton, Mayor

ATTEST:

*Deputy*  
  
Clerk of the Urban County Council

CONTRACTOR

BY:   
NAME: Nestor D Gomez

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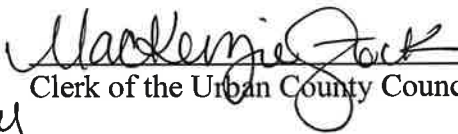
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Linda Gorton, Mayor

ATTEST:

*Deputy*  
  
Clerk of the Urban County Council

CONTRACTOR

BY:   
NAME: Stephen Overstreet



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BY: *Linda Gorton*  
Linda Gorton, Mayor

ATTEST:

*MaKenzie Stock*  
Clerk of the Urban County Council

*Deputy*

CONTRACTOR

BY: *Terry Humphreys*  
NAME: