



THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement"), entered into this 5th day of July 2018, by and between Upstream Services, LLC (hereinafter "Upstream"), whose address is 1665 Konner Woods Drive, Lexington, Kentucky 40511 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, LFUCG through the Department has been awarded a grant in the amount of \$700,000 from the William R. Kenan, Jr. Charitable Trust, for the development and creation of C.O.A.C.H. Fellowship Project (hereinafter the "Fellowship");

WHEREAS, Upstream is staffed with personnel that is knowledgeable and experienced in what is required by the William R. Kenan, Jr. Charitable Trust.

WHEREAS, LFUCG and Upstream have previously entered into the an agreement to develop and implement the Fellowship was effective up and through June 30, 2018;

WHEREAS, the parties desire to continue this partnership to fully develop and implement the Fellowship;

WITNESSETH

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

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

2. **Scope for Work**

Upstream will provide LFUCG with consulting services for activation and implementation of the C.O.A.C.H. Fellowship Project, first year cohort, as mutually agreed upon and described in the following:

- To serve as liaison between grantee, LFUCG; grantor, Kenan Charitable Trust; and national civic fellowship convening organization, Cities United
- To advise in local activation of the fellowship's operational and administrative delivery systems
- To assist in coordinating partnership mobilization during the Fellowship's 1st year cohort, and the organizational integration of forecasted Steering Committees, Advisory Councils, etc.
- To assess organizational capacity, infrastructure challenges, and / or development opportunities among partner organizations and stakeholders
- To collaborate in identifying and designing preferred outcome indicators for evaluating the developmental growth of participating Fellows, their families, and peer support networks

3. **Retention and Compensation.**

(a) LFUCG hereby agrees to retain Upstream for the period beginning July 8, 2018 and continuing through December 31, 2018.

(b) Services shall be delivered on an average of 8 hours per week for up to 25 weeks and shall not exceed a total of 200 hours.

LFUCG shall compensate at a rate of \$55.00 per hour. With prior written approval, LFUCG shall additionally be responsible for ancillary fees associated with the delivery of services and project costs including, but not limited to, supplies/materials, meeting space costs, meals, project trainings, marketing, etc. Payment for services within this Agreement shall be requested by invoice to LFUCG twice per calendar month (on or about the 15th and 31st of each month).

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, Upstream 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 Upstream, or as constituting either party s the agent, servant, representative, or employee of the other for any purpose of in any manner whatsoever.
7. Upstream 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.**

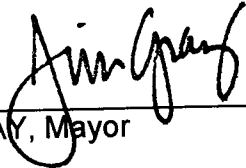
All notices allowed or required to be given hereunder must be in writing dispatched by United States mail, or hand-delivered to the parties at the following:

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

For Upstream:
Upstream Services, LLC
1665 Konner Woods Drive
Lexington, Kentucky 40511
ATTN: David Cozart

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

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

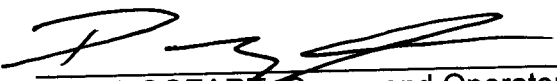


JIM GRAY, Mayor

JUL 05 2018

Date

UPSTREAM SERVICES, LLC



DAVID COZART, Owner and Operator

6-26-18

Date