Contract 1-2013

PURCHASE OF SERVICE AGREEMENT

LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Alpha Kappa (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2012** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Two Hundred Fifty-Five Dollars and Seventy-eight Cents (\$255.78) for each Adopt-A-Spot cleanup in the Inner City Area number Twelve (12), for a total amount of One Thousand Twenty-Three Dollars and Cents (\$1,023.12) for the 12-month period. Each Adopt-A-Spot cleanup shall take place each month until the expiration of this agreement on **December 31, 2013**.
 - A. Inner City Area Number Twelve (12) includes the following streets. Tates Creck Road from Gainesway Dr. to Tates Creek Country Club, Gainesway Dr. to Greentree Road, from Centre Pkwy to Pimlico Pkwy from Pimlico Pkwy to Man O War Blvd and Pimlico to Bold Bidder.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works** of the Lexington Fayette Urban County Government.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department o Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for each month period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The Department of Environmental Quality & Public Works, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, **Department of Environmental Quality & Public Works**, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission **Department of Environmental Quality & Public Works** or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Clerk of the Urban County Council

Mpha Kappa Alpha
Name Organization

By: Claus Signature of A

Contract 1-2013

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Alpha Kappa Alpha-Eta Rho Chapter (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of One Hundred Fifty-Nine Dollars and Three Cents (159.03) for each Adopt-A-Spot cleanup in the Inner City number Ten (10), for a total amount of Six Hundred Thirty-Six Dollar and Twelve Cents (\$636.12) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Ten (10) includes the following streets, Bolivar Street from South Broadway to South Upper Street, Jersey Street, from Maxwell Street to Euclid Avenue, Cedar Street from South Broadway to South Upper Street, Pine Street from South Broadway to South Limestone Street, Maxwell Street from South Broadway to South Limestone Street, South Limestone Street from Jersey Street to High Street.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works**, of the Lexington Fayette Urban County Government.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever

kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for quarterly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Clerk of the Urban County Council

Name Organization

Signature of Authorized Representative

Contract 1-2013

PURCHASE OF SERVICE AGREEMENT

LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Beaumont Presbyterian, BSA #279 (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. THAT for and in consideration of the mutual promises and covenants herein expressed, Government and Organization Government hereby employs Organization for the period beginning on January 1, 2013 and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Two Hundred Fifty Nine Dollar and Fifty-Seven Cents (259.57) for each Adopt-A-Spot cleanup in the Rural Area number Eight (8), for a total amount of One Thousand Thirty Eight Dollars and Twenty-Eight Cents (\$1038.28) for the 12-month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number Eight (8) includes the following streets. Van Meter Road from Versailles Road to Rice Road, Rosalie Lane, Bosworth Lane, Elchester Road to Van Meter Road to end, Paynes Mill Road from Redd Road to county line and South Yarnalton Road from Old Frankfort Pike to Leestown Road
 - **B.** Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months **March**, **June**, **September**, and **December**. Pickups shall be completed by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The Department of Environmental Quality & Public Works, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of the Department Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to The Department of Environmental Quality & Public Works institute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

Agree as follow:

WHNESS WHEREOF IN IWTNESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

	By:
Mure ath Melson, Dontz Clerk of the Urban County Council	
	BSA Troop 279 Name Organization
	By: Dit my My Signature of Authorized Representative
Commiss	sioner, Department of Public Works & Development

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Bluegrass Chapter of Demo Lay (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Three Hundred Thirty Three Dollars and Eight Cents (\$333.08) for each Adopt-A-Spot cleanup in the Rural Area number Two (2), for a total amount of One Thousand Three Hundred Thirty Two Dollars and Thirty-Two Cents (\$1,332.32) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - **A.** Rural Area Number Two (2) includes the following streets. Mt. Horeb Road, Huffman Mill Road, Carrick Road, Ferguson Road, Harp Innis Road
 - **B.** Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months **March**, **June**, **September**, and **December**. Pickups shall be completed by the end of the month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Public Works & Development**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.
 - **F.** All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality &**

Public Works, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.

- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The Department of Environmental Quality & Public Works, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works, or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Blue Crass Chapter ORDER OF DeMolary
Name Organization

By: Julie College
Signature of Authorized Representative

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Boy Scout Troop 100)(hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of One Hundred Ninety-Three Dollars (\$193.00) for each Adopt-A-Spot cleanup in the Inner City number Four (4), for a total amount of Seven Hundred Seventy-Two Dollars (\$772.00) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Four (4) includes the following streets, Jefferson Street from Main Street to Sixth Street, Maryland Avenue from Jefferson Street to Newtown Road, Third Street from Newtown Road to North Broadway, Second Street from Newtown Road to North Broadway, Fourth Street from Newtown Road to North Broadway, Fifth Street from North Broadway to Fifth Street Court, Sixth Street from North Broadway to Jefferson Street.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on Four (4) separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization Environmental Quality & Public Works n shall pick up garbage bags provided by the Lexington-Fayette Urban County Government.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the Commissioner, Department of . Environmental Quality & Public Works or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Public Works & Development, reserves the right to hire a third party to perform the month pickup which organization failed to make. Organization shall not be entitled to payment for quarterly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) month shall result in termination of the contract. The Department of Public Works & Development has the discretion to amend the monthly pickup schedule, if warranted, by a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization shall not be compensated for services provided under this Agreement unless and until Organization submits the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality of Public Works, or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Move Joth Nolson Denty Clerk of the Urban County Council

By: Polic Representative

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Boy Scout Troop #103 (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Seventy-Four Dollar and Seventy-One Cents for each Adopt-A-Spot cleanup in the Inner City number Five (5), for a total amount of Two Hundred Ninety –Eight and Eighty-Five (\$298.85) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Five (5) includes the following streets, Willard Street from Valley Avenue to Manchester Street, Perry Street from Manchester Street to Edmond Street, Edmond Street from Perry Street to Willard Street, Driscoll Street from Valley Avenue to Manchester Street, Valley Avenue from Driscoll Street to Valley Avenue Culdesac.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickup by the end of each month
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works, of the Lexington Fayette Urban County Government**.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Public Works & Development**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for quarterly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) month shall result in termination of the contract. The Department of Environmental Quality & Public Works, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

BOY SCOUT TROOP 103

Name Organization

Signature of Authorized Representative

Contract 1-2013

PURCHASE OF SERVICE AGREEMENT

LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Boy Scout Troop #186 (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Sixty-Eight Dollars and Forty-Nine Cents (\$68.49) for each Adopt-A-Spot cleanup in the Inner City number Seven (7), for a total amount of Two Hundred Seventy-Three Dollars and Ninety-Five Cents (\$273.95) for the 12-month period. Each Adopt-A-Spot cleanup shall take place monthly until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Seven (7) includes the following streets, Euclid from Rose Street to High Street from High Street to Euclid, Sunset Drive to Columbia from High Street to Rose Street from Rose Street to Columbia from to Euclid, Woodland Avenue from Maxwell to Rose Street, Alyesford from Maxwell to Rose Street.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - **B.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - C. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.
 - D. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the Department of Environmental Quality & Public Works, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.

- **E.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for month period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN-IWTNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization

By: Signature of Authorized Representative

Contract !-2013

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Boy Scout Troop #382 (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of One Hundred Twelve and Seven Cents (\$112.07) for each Adopt-A-Spot cleanup in the Inner City number Eight, (8) for a total amount of Four Hundred Forty-Eight Dollars and Twenty-Seven Cents (\$448.27) Cents for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Eight (8) includes the following streets, Walton Avenue from Winchester Road to Main Street from Main Street to East High Street from East High to Euclid Avenue from Rose Street to East Vine Street from East Vine Street to Elm Tree Lane from Elm Tree Lane to Midland Avenue from Midland Avenue to East Second Street from East Second to Corral from Corral Street to De Weese from DeWeese to Martin Luther King.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month...
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Department of Environmental** & Public Works, of the Lexington Fayette Urban County Government.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality of Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for quarterly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality of Public Works, or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN INTESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization

Signature of Authorized Representative

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Christ Centered Church, BSA #59 (hereinafter "Organization"),

with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Three Hundred Ninety One Dollars and Eighty Cents (\$391.80) for each Adopt-A-Spot cleanup in the Rural Area number Four (4), for a total amount of One Thousand Five Hundred Sixty-Seven Dollars and Twenty Cents (\$1,567.20) for the 12-month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number Four (4) includes the following streets. Blue Sky Parkway from Athens-Boonsboro Road, Sulphur Well Road, Gentry Road, and McCalls Mill Road to Athens-Boonsboro Road, Grimes Mill Road, Leeann Lane, Turner Station Road, Beach Road and Durbin Lane
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Pickups shall be completed by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Pub Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization

Signature of Authorized Representative

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Christ United Methodist Church BSA #220 (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Three Hundred Twenty Six Dollars and Three Cents (\$326.03) for each Adopt-A-Spot cleanup in the Rural Area number One (1), for a total amount of One Thousand Three Hundred Four Dollars and Twelve Cents (\$1,304.12) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number One (1) includes the following streets. Dola Lane, Bethel Road, N. Yarnallton Pike from Spurr Road to county line, Hamilton Lane from I-64 to N. Yarnallton Pike, Kearney Road to Georgetown Road, Berea Road, Falcon Wood Way
 - **B.** Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months **March, June, September,** and **December**. Pickups shall be completed by the end of the month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works**, the Lexington Fayette Urban County Government.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works** or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN TWINESS WELEOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization

By: Signature of Authorized Representative

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Christian Youth Fellowship (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1**, 2013 and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Four Hundred Eighty-Five Dollar and Sixty-Three Cents (\$485.63) for each Adopt-A-Spot cleanup in the Inner City number One (1), for a total amount of One Thousand Nine Hundred Forty-Two Dollars and Fifty-One Cents (1,942.51) for the 12 month period. Each Adopt-A-Spot cleanup shall take place each month until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number One (1) includes the following streets. Georgetown Road from Charles Avenue to New Circle Road, Price Road from Georgetown Road under West Main Bridge (both side), Georgetown Road Interchange at New Circle Road, Charles Avenue from Newtown Pike to Ash Street, Ash Street from Whitney Avenue to Georgetown Road, Old Georgetown Road from Maryland Avenue to Main Street, West Short Street from Newtown Road to Jefferson Street, Whitney Avenue at Newtown Pike to Ash Street at Newtown Pike to Ash Street.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Public Works & Development**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for each month period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) month shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization

By: Signature of Authorized Representative

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and El Shaddai Temple House of Yahweh (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Four Hundred Ninety-Eight Dollar and Eight Cents (\$498.08) for each Adopt-A-Spot cleanup in the Inner City number Six (6), for a total amount of One Thousand Nine Hundred Ninety-Two Dollars and Thirty-Two Cents (\$1,992.32) for the 12 month period. Each Adopt-A-Spot cleanup shall take place each month until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Six (6) includes the following streets, Eastland Drive to New Circle Road, Industry Road from Eastland Drive to Winchester Road, from Winchester Road to East Loudon, to Shropshire from Shropshire to East Seventh Street to Ohio Street from Ohio Street to East Six Street to Martin Luther King from Maple Street to East Loudon Avenue to Broadway from Broadway to W. Loudon to Newtown Pike Donley Avenue from York Street to Belt Line Avenue.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works, Lexington Fayette Urban County Government**.
 - **D**. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the Commissioner, Department of Environmental Quality & Public Works, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G**. Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for month period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) month shall result in termination of the contract. The Department of Environmental Quality & Public Works has the discretion to amend the monthly pickup schedule, if warranted, by a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization shall not be compensated for services provided under this Agreement unless and until Organization submits the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN-IWTNESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Mre Oth Nolson, Donto Clerk of the Urban County Council

Name Organization

By: // / / / Signature of Authorized Representative

PURCHASE OF SERVICE AGREEMENT

LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A and Greater Fait Apostolic Church (Troop 238) (hereinafter Government) and (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of One Hundred Thirty Dollar and Seventy- Five Cents (\$130.75) for each Adopt-A-Spot cleanup in the Inner City number One (3), for a total amount of Five Hundred Twenty-Two Dollars and Ninety-Eight Cents for the 12-month period. Each Adopt-A-Spot cleanup shall take place each month until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Three (3) includes the following streets. Reed Lane from Clays Mill Road to South Port Drive, Lafayette Parkway from Rosemont Garden to Spring Hill Drive, West Vista Drive from West Picadome to Reed Lane, Southland Drive from Rosemont Garden to Nicholasville Road W Lowry Lane from Regency Road to Nicholasville Road Regency Road from Southland Drive to Moore Drive.
 - **B.** Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months **March, June, September,** and **December**. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality of Public Works**, the Lexington Fayette Urban County Government.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the Commissioner, Department of Environmental Quality & Public Works, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality of Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for each month period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The Department of Environmental Quality & Public Works, the discretion to amend the monthly pickup schedule, if warranted, by a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization shall not be compensated for services provided under this Agreement unless and until Organization submits the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works, or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

21 a

GFAC-TROOP 238

Name Organization

By: Jeim Valley - Scotmastric Signature of Authorized Representative

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Immanuel Baptist Church, BSA #41 (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Three Hundred Seven Dollars and Ninety –Two Cents (\$307.92) for each Adopt-A-Spot cleanup in the Rural Area number Five (5), for a total amount of One Thousand Two Hundred Thirty One Dollar Sixty –Eight Cents (\$1,231.68) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number Five (5) includes the following streets. Elk Lick Falls Road Evans Mill Road, Crawley Lane from Jack Creek Road to county line Kiddville Road, Dry Branch Road, Jack Creek Road from Dry Branch Road to end.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Pickups shall be completed by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) month shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN IWTNESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: ______

Clerk of the Urban County Council

Troup 4/
Name Organization

By: Signature of Authorized Representative

PURCHASE OF SERVICE AGREEMENT

LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) Lexington Swingers Golf Club Inc. (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of thirteen (13) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Cents (\$404.00) Four Hundred Four Dollar for each Adopt-A-Spot cleanup in the Inner City Area number Eleven (11), for a total amount of One Thousand Sixty Hundred Sixteen Dollars (\$1,616.00) for the 12-month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on **December 31, 2013**.
 - A. Inner City Area Number Eleven (11) includes the following streets. Palumbo Drive from New Circle Road to Old Todds Road, Woodhull Drive from New Circle Road to Old Todds Road, Codell Drive from Old Todd's Road to Palumbo Drive, Mt. Tabor Road to Old Todds Road, Patchen Drive from S. Locust Hill Drive to N. Locust Hill Drive to Rio Dosa Drive, Gribbin Drive to Mt. Tabor Road.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works**, of the Lexington Fayette Urban County Government.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for quarterly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, **Department of Environmental Quality & Public Works Public Works**, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN INTNESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization /NE.

Signature of Authorized Representative

PURCHASE OF SERVICE AGREEMENT

LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Paul Laurence Dunbar Cross Country Boosters (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

THAT for and in consideration of the mutual promises and covenants herein expressed,

Government and Organization agree as follow:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Two Hundred Seventy Five Dollars and Ninety Cents (\$275.90) for each Adopt-A-Spot cleanup in the Rural Area number Three (3), for a total amount of One Thousand One Hundred Three Dollars and Sixty Cents (\$1,103.60) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number Three (3) includes the following streets. Kenny Lane, Hume Road, Royster Road, Stewart Road, Houston Antioch Road from Ware Road to county line and Stewart Road from Muir Station to county line.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Pickups shall be completed by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.
 - F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division

of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.

- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, be a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN IWTNESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Paul Loverne Dunkar Cross Country Boosters
Name Organization

By: Florere
Signature of Authorized Representative

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Phillips Memorial Church (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Five Hundred Forty-Seven Dollars and Eight-Nine Cents (\$547.89) for each Adopt-A-Spot cleanup in the Inner City Area Two (2), for a total amount Two Thousand One Hundred Ninety-One Dollar and Fifty-Six cents (\$2,191.56) for 12 month period. Each Adopt-A-Spot cleanup shall take place each month until the expiration of this agreement on December 31, 2013.
 - A. Inner City Two (2) includes the following streets: Sixth Street from North Broadway to Bluegrass Park Drive, Fifth Street from Race Street to North Broadway, Race Street from Fifth Street to end, Third Street from North Broadway to Midland Avenue, Fourth Street from Race Street to North Broadway, Seventh Street from Jackson Street to North Broadway, Northeastern Avenue from Main Street to Third Street.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the Commissioner Department of Environmental Quality & Public Works, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform monthly pickup which organization failed to make. Organization shall not be entitled to payment for each month period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) month shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, by a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization shall not be compensated for services provided under this Agreement unless and until Organization submits the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN INTRESS WHELEOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Phillips Memorial Church Children's Ministry Name Organization

By: Signature of Authorized Representative

Contract 1-2013

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Rosemont Baptist Church, BSA #98 hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Two Hundred Eighty Nine Dollar and Thirty-Five Cents (\$289.35) for each Adopt-A-Spot cleanup in the Rural Area number Seven (7), for a total amount of One Thousand One Hundred Fifty-Seven Dollars and Forty Cents (\$1,157.40) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number Seven (7) includes the following streets. Waveland Museum Road from Nicholasville Road to Mill Pond, Higbee Mill Road from Trepassey Ct. to Cornwall; Clay Mill Road, Man-O-War; to County Line; Old Higbee Mill Road from Man-O-War to Harrodsburg, Cave Hill from Harrodsburg to Lyon Drive; Bowman Mill from Old Harrodsburg to Parker Mill; Dedman Lane from Parkers Mill to Ft. Spring-Pinckard, Fort Spring-Pinckard from Military to Old Versailles Road from Versailles Road to Frogtown Lane from Parkers Mill to end James Lane from Military to County Lane
 - **B.** Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months **March**, **June**, **September** and **December**. Quarterly pickups shall be completed by the fifteenth (15th) day of the third (3rd) month of the quarter.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Public Works & Development of the Lexington Fayette Urban County Government**.
 - **D.** Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever

kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Agree as follow:

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and St. John's Lutheran Church Venture Crew 279(hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Three Hundred Sixteen Dollar and Thirty-Five Cents (\$316.35) or each Adopt-A-Spot cleanup in the Rural Area number Six (6), for a total amount of One Thousand Two Hundred Sixty Five Dollar Forty Cents (\$1,265.40) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Rural Area Number Six (6) includes the following streets. Walnut Hill Road, Delong Road from Old Richmond Road to Tates reek Road Shelby Lane from Jacks Creek Road to Walnut Hill Road, Whites Lane from Jacks reek Road to end, Jack Creek Road from Dry Branch and Athens Boonsboro Road.
 - **B.** Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months **March**, **June**, **September**, and **December**. Pickups shall be completed by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the **Department of Environmental Quality & Public Works of the Lexington Fayette Urban County Government**.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental Quality & Public Works**, or his designee, any trash other debris, of whatever kind, that could not feasibly be collected by Organization in the garbage bags provided.
 - F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality &**

Public Works, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.

- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the **Department of Environmental Quality & Public Works**, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for monthly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The **Department of Environmental Quality & Public Works**, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Mwedish N Jan Donty Council

St John's Lutheran Church.

Venture Crew 279
Name Organization

By: Twith Pwo.
Signature of Authorized Representative

Contract 1-2013

PURCHASE OF SERVICE AGREEMENT LFUCG ADOPT-A-SPOT PROGRAM

THIS PURCHASE OF SERVICE AGREEMENT, made entered into the 1st day of January in the year 2013, by and between the Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and Tates Creek Presbyterian Church (BSA Troop #226) (hereinafter "Organization"), with offices located at Lexington Kentucky.

WITNESSETH:

- 1. Government hereby employs Organization for the period beginning on **January 1, 2013** and continuing for a period of twelve (12) months from that date. It is expressly understood by the parties that the award of a contract in any year does not obligate Government to enter into contract with Organization for services in subsequent years.
- 2. Government shall pay Organization the sum of Two Hundred Thirty Dollars and Thirty-Six Cents (\$230.36) for each Adopt-A-Spot cleanup in the Inner City number Nine (9), for a total amount of Nine Hundred Twenty-One Dollars and Forty-Four Cents (\$921.44) for the 12 month period. Each Adopt-A-Spot cleanup shall take place quarterly until the expiration of this agreement on December 31, 2013.
 - A. Inner City Area Number Nine (9) includes the following streets, Pine Street from Manchester Street to South Broadway, Spring Street from Maxwell Street Railroad Track, Dunaway Street from Maxwell Street to Railroad Tracks, Patterson Street from Maxwell to Chair Avenue to South Broadway DeRoode Street from Patterson Street to Valley Avenue, Merion Street from Maxwell Street to DeRoode Street, Colfax to Sellers Aly from Sellers Aly, Prall Street from South Limestone to Virginia Ave. From Virginia Ave. Winnie Street to Prall Street.
 - B. Organization agrees to provide Adopt-A-Spot cleanup services on four (4) Separate occasions, pursuant to the fee schedule set forth in item 2 (above). The litter pickups shell take place on one occasion in each of following months March, June, September, and December. Complete pickups by the end of each month.
 - C. Each time services are provided under this Agreement, Organization shall pick up garbage bags provided by the Department of Environmental Quality & Public Works, Lexington Fayette Urban County Government.
 - D. Each time services are provided under this Agreement, Organization agrees to collect all trash capable of being collected in the garbage bags provided, including but not limited to all paper, bottles, cans and other debris of whatever kind located between the road and fence lines, or roads and sidewalks, or adjacent to the road and in the public rights of way on all roads described herein.
 - E. Each time services are provided under this Agreement, Organization agrees to report within forty-eight (48) hours to the **Department of Environmental**Quality & Public Works, or his designee, any trash other debris, of whatever

kind, that could not feasibly be collected by Organization in the garbage bags provided.

- F. All trash collected by Organization shall be transported by the Organization to a location mutually agreed to by the **Department of Environmental Quality & Public Works**, and the Organization, where it will be picked up by the Division of Streets, Roads and Forestry on the next working day; or any refuse collection center authorized for operation by the Commonwealth of Kentucky.
- **G.** Cans and other recyclables may be taken by Organization to a recycling center, and Organization shall retain all sums paid by recycling centers.
- 3. Organization shall perform all duties and services included in the Agreement faithfully and satisfactorily at the time, place and for the duration period prescribed herein. If Organization fails to provide litter pickup services by the end of the designated month, the Department of Environmental Quality & Public Works, reserves the right to hire a third party to perform the monthly pickup which organization failed to make. Organization shall not be entitled to payment for quarterly period pickups which it failed to perform. Failure of Organization to provide litter pickup services in any two (2) months shall result in termination of the contract. The Department of Environmental Quality & Public Works, the discretion to amend the monthly pickup schedule, if warranted, b a showing of unexpected severe weather or other emergency.
- 4. Organization shall keep itself fully informed of all national and state laws, and all LFUCG ordinances and regulations in any manner affecting the work performance of this Agreement ad shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, it's officers, agents and employees against any claims or liability arising from and based on the violation of any such laws, ordinances or regulations.
- 5. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban County Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directly or indirectly, in whole or in part, from the performance and execution of this Service Agreement
- 6. Organization shall submit to Commissioner, Department of Environmental Quality & Public Works, or his designee, a report within seventy-two (72) hours after each time services are provided, containing a description of the service provide. Any and all provisions of this Agreement to the contrary notwithstanding, Organization submit the report and invoice required hereunder.
- 7. Inspection and evaluation by Commission Department of Environmental Quality & Public Works or his designee, of the services rendered by Organization shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of Government.
- 8. Organization shall proved equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 9. This instrument contains the entire Agreement between the parties, and no statement, promises or inducements made 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 writing signed by parties and endorsed herein.

IN INTESS WEHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Mayor

Clerk of the Urban County Council

Name Organization

Signature of Authorized Representative