



**STATEMENT OF SERVICE AGREEMENT**

This agreement is made and entered on January 1, 2015, into by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government") and Lexington Swingers Golf Club, Inc. the signer, (hereinafter "Organization") with offices located in Lexington, KY.

The Agreement for the **Adopt-A-Spot** Program follows that:

1. Government hereby employees Organization for the period beginning January 1 and continuing for twelve (12) months until expiration of this agreement on December 31. It is understood that award of this contract does not obligate the Government for services with Organization in subsequent years.
2. Government shall pay Organization quarterly (March, June, September, December) the sum of \$404.00 for each Adopt-A-Spot cleanup for a total amount of \$1616.00 for the 12 month period.
3. Department of Environmental Quality & Public Works (DEQPW) shall provide garbage bags (as needed) for cleanup services.
4. Organization agrees to complete and submit quarterly report on or within 48 hours of cleanup. Report shall include cleanup date, volunteer names and hours, number of bags collected and/or other debris that could not feasibly be collected in garbage bags.
5. Organization shall perform all duties and services included in the Agreement, if Organization fails to provide litter pickup services by the end of the month, DEQPW reserves the right to hire a third party to perform the monthly cleanup. Failure of the Organization to provide cleanup services in any two months shall result in termination of the Agreement.
6. All trash collected by the Organization shall be transported by the Organization to a location mutually agreed to by DEQPW and the Organization, where it will be picked up by a Division of DEQPW on the next working day; or any refuse collection center authorized by the Commonwealth of Kentucky.
7. DEQPW must approve all proposed changes to this Agreement. The Organization must provide written explanation of any changes. Any statement or promise not contained in this Agreement is not valid or binding.
8. Organization agrees to indemnify, hold harmless and defend the Lexington-Fayette Urban Count Government from any and all claims or losses of whatever kind that arise from or are alleged to have risen directory or indirectly, in who or in part, from the performance and execution of this Service Agreement.
9. The Organization agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project. The Organization shall prove equal employment opportunity to qualified persons in every aspect of its employment policy and practices.
10. **Inner City 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.**

Grantee
<u>LEX SWINGERS GOLF CLUB, INC.</u>
Grantee Name (Please Type)
<u>LINDRILL BURKINELL</u>
Grantee Signature
<u>[Signature]</u>
Street Address
<u>P.O. Box 11522</u>
City, State, ZIP Code
<u>LEX. KY. 40576</u>

Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk, Urban County Council