

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:

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 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 shall 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 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

LEXINGTON SWINGERS GOLF CLUB,
Name Organization INC.

By: _____
Signature of Authorized Representative

Commissioner, Department of Public Works & Development