

STATE OF ALABAMA)
)
COUNTY OF CLAY)

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY OF ASHLAND, ALABAMA, a municipal corporation**, herein referred to as the “**CITY**” and **JUSTIN BAILEY, d/b/a BAILEY’S BUSH HOGGING**, herein referred to as “**BAILEY**”.

W I T N E S S E T H:

WHEREAS, the **CITY** and the City of Lineville, Alabama own two (2) watershed reservoirs identified as “Crooked Creek 1 and 2 located in Clay, County, Alabama”; and

WHEREAS, said reservoirs require periodic maintenance in the form of vegetation removal from portions thereof; and

WHEREAS, **BAILEY** is in the business of controlling vegetation growth by bush hogging, cutting and herbicide application and desires to perform these services on behalf of the **CITY**;

NOW THEREFORE, in consideration of these premises and the covenants and agreements herein set forth, the **CITY** and **BAILEY** covenant and agree as follows:

1. **BAILEY** shall bush hog and clear brush from reservoirs 1 and 2, two (2) times and apply herbicide one (1) time, in such areas as designated by the **CITY**, during the term of this Agreement.
2. The term of this Agreement shall be one (1) year, beginning on October 1, 2021 and ending on September 30, 2022.
3. The **CITY** shall pay **BAILEY** the sum of \$175.00 for each bush hogging and clearing brush, to include the application of herbicide to occur one (1) time during said term. Payment to **BAILEY** shall be by check made payable to “**BAILEY’S BUSH HOGGING**”, to be paid within twenty-one (21) days following the receipt of invoice from **BAILEY**.
4. **BAILEY** shall notify the **CITY** when work begins and when it is complete.
5. The **CITY** shall provide the fuel required by **BAILEY** to perform his work from the **CITY**’s fuel source.

6. **BAILEY** shall be responsible for obtaining all required licenses and permits necessary to complete the work at his sole cost and expense.
7. **BAILEY** shall abide by all laws and regulations required for performing this maintenance work.
8. **BAILEY** covenants and agrees to indemnify and hold harmless the **CITY**, its agents, servants, officers and employees, from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries for or on account of damages to property or injuries (including death) to persons caused by or arising from the maintenance work to be performed by **BAILEY**.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
10. The terms contained herein constitute the whole agreement between the parties hereto and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates shown by their signatures hereon.

ATTEST:

CITY OF ASHLAND, ALABAMA

CHELSEY WYNN,
City Clerk

by: _____
LARRY J. FETNER, (Date)
Its Mayor

JUSTIN BAILEY, d/b/a
BAILEY'S BUSH HOGGING

JUSTIN BAILEY (Date)