

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into as of the 8<sup>th</sup> day of October, 2020, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of KY pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety, 200 East Main Street, Lexington, KY and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a KY limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, KY;

**WITNESSETH**

**WHEREAS**, Government and Organization have entered into a Purchase of Service Agreement dated October 8, 2020, whereby Organization provides animal control services for Government; and

**WHEREAS**, the Purchase of Service Agreement between Government and Organization obligates Government to lease thirteen (13) vehicles to Organization to be used for purposes of animal control; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein expressed and further contained in the Purchase of Service Agreement, Government and Organization agree as follows:

1. **Lease of Equipment:**

Government hereby demises, leases and lets to Organization, and Organization rents, leases and hires from Government thirteen (13) vehicles more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. The use of all vehicles provided to Organization by Government shall continue to be governed by the terms of this Lease Agreement.

2. **Lease Term.** This Lease shall commence on the date hereof and shall continue until the termination of the Purchase of Service Agreement between Government and Organization.

3. **Rental.** Government and Organization understand and intend that the obligation of Organization to provide animal control services for Government is and shall be sufficient consideration for the rent of the vehicles.

4. **Title of the Equipment.** Title to the vehicles, including any and all repairs and replacements thereof, but excluding any additions made thereto by Organization, shall at all times during the Lease Term be in Government.

5. Maintenance of Equipment. Organization agrees that at all times during the Lease Term it shall maintain, preserve, and keep the vehicles in good repair, working order, and condition and that Organization shall from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals. Organization shall obtain regular and routine vehicle maintenance and repair services from Government's Division of Facilities and Fleet Management. At Organization's request, Government will provide such services for Organization, provided, however, that the cost to Government shall not exceed the sum of Thirty-Eight Thousand Two Hundred dollars (\$38,200) and any cost in excess of this sum shall be borne by Organization. Government shall submit a statement to Organization for the actual parts, supplies and costs incurred by Government in providing these services to Organization, in excess of the not-to-exceed amount, and Organization will reimburse Government for such costs within thirty (30) days of receipt of the statement. Upon request, Government will provide Organization with an estimate of anticipated costs of repair and will inform Organization of the then current total cost incurred by Government in providing vehicle maintenance and repair services for Organization. Organization shall use its best efforts to fully comply with all applicable Division of Facilities and Fleet management policies and procedures.
  
6. Taxes and Charges. In the event that use, possession, or acquisition of any vehicle is found to be subject to taxation in any form, Organization will pay during the Lease Term all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the vehicles, and any vehicle or other property acquired in substitution for or as a replacement of the vehicles, as well as all other charges incurred in the operation, maintenance, use, and upkeep of the vehicles.
  
7. Insurance. Organization shall, at its own expense, cause casualty and property damage insurance coverage to be carried and maintained with respect to the vehicles, in an amount not less than \$500,000, which coverage shall be sufficient to protect the Full Insurable Value of the vehicles and to protect Government and Organization from liability in all events. All insurance proceeds from casualty losses shall be payable to Government and Organization as their interest in vehicles, and additions thereto, may appear.
  
8. Disclaimer of Warranties. GOVERNMENT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE VEHICLE, OR ANY WARRANTY WITH RESPECT THERETO. In no event shall Government be liable for any incidental, indirect, special or consequential damage in connection with, or arising out of, this Lease Agreement.

9. Use of Equipment. Organization will not install, use, operate, or maintain the vehicles improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by the Purchase of Service Agreement between Government and Organization. Organization shall obtain and maintain all permits and licenses, if any, necessary for use and operation of the vehicles. In addition, Organization shall comply in all respects with all laws of the jurisdiction in which it operates any of the vehicles.
10. Assignment of Lease. This Lease and the interest of the Organization in the vehicles may not be assigned or encumbered in whole or part by Organization for any reason without the prior written consent of Government.
11. Indemnification. Organization shall indemnify, protect and hold harmless Government from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, arising out of, or as the result of entering into this Lease Agreement and the use of any of the vehicles.
12. Default. Organization's failure to comply with any of the terms of the Purchase Service Agreement or this Lease Agreement shall constitute an event of default. Upon the occurrence of any event of default, Government shall be entitled immediately to re-take possession of the vehicles and to take any other action which may appear necessary or desirable to enforce its rights as owner of the vehicle.
13. Prior Agreements. All prior lease agreements between the parties are terminated by mutual agreement.
14. Notice. All notices and other communications given or required to be given under this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is given as follows:

Organization: Lexington Fayette Animal Care and Control  
1600 Old Frankfort Pike  
Lexington, KY 40504  
Attn: President

Government: Lexington-Fayette Urban County Government  
Department of Public Safety  
200 East Main Street  
Lexington, KY 40507

Attn: Commissioner

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first herein written.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**BY:**

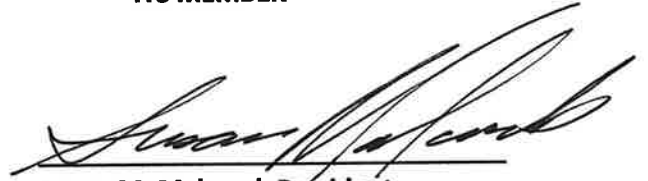


**Linda Gorton, Mayor**

**LEXINGTON-FAYETTE ANIMAL CARE  
AND CONTROL, LLC**

**BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER**

**BY:**



**Susan M. Malcomb President**

**BY:**



**Rick Maynard, Chairperson  
Board of Directors**

**LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL VEHICLE  
EXHIBIT "A"**

UNIT #	VIN	PLATE	MAKE/MODEL	DATE RECEIVED	MILEAGE as of 6/1/2020	STATUS
1	9043	NMOLS7AN0DT165946	2013 FORD TRANSIT CONNECT	11/7/2013	88,489	IN USE
2	9173	1FT7X2B67GED29203	2016 F-250 SUPER DUTY 4X4	5/7/2016	81,136	IN USE
3	7558	1GNFK130X9R201538	2007 CHEVY TAHOE 4X4	3/1/2019	157,882	IN USE
4	7504	1GNGK46K69R163079	2009 CHEVY SUBURBAN 4X4	2/15/2017	202,147	IN USE
5	9041	1FT7X2A68DEB20162	2013 F-250	6/1/2013	117,322	IN USE
6	9172	1FMCU9G94GUC82183	2017 FORD INTERCEPTOR SUV	8/17/2016	28,772	IN USE
7	9174	1FMCU9G94GUC82183	2016 FORD ESCAPE	3/30/2016	40,537	IN USE
8	9039	1FTYR14DX9PA31563	2009 FORD RANGER	8/11/2009	144,022	IN USE
9	9040	1FTYR14D39PA31565	2009 FORD RANGER	8/11/2009	140,241	IN USE
10	7412	3GNGK26K47G220767	2007 CHEVY SUBURBAN 4X4	3/13/2015	80,057	IN USE
12	7164	3FTSF31503MB26255	2003 F-350 4X4 (pickup only)	1/27/2018	100,988	GROUNDED
11	7939	1GB4YSE741F234174	2020 CHEVY 3500HD 4X4		12	PENDING

RESOLUTION NO. 473 - 2020

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT AND A VEHICLE LEASE AGREEMENT WITH LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC, FOR ANIMAL CONTROL SERVICES, AT A COST NOT TO EXCEED \$1,495,273.00.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Purchase of Service Agreement and a Vehicle Lease Agreement, which are attached hereto and incorporated herein by reference, with Lexington-Fayette Animal Care and Control, LLC, for animal control services.

Section 2 - That an amount, not to exceed the sum of \$1,495,273.00, be and hereby is approved for payment to Lexington-Fayette Animal Care and Control, LLC, from account 1101-505002-0001-71299, pursuant to the terms of the Purchase of Service Agreement and Vehicle Lease Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:      October 8, 2020



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MAYOR

ATTEST:

  
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CLERK OF URBAN COUNTY COUNCIL  
906-20 MJG X:\Cases\SAFETY\20-LE0002\LEG\00694896.DOCX

Legistar File

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