

**PURCHASE OF SERVICE AGREEMENT**

**THIS PURCHASE OF SERVICE AGREEMENT**, is made and entered into on the 29<sup>th</sup> day of August 2013, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety (hereinafter "Sponsor"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a Kentucky limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky 40504;

**WITNESSETH:**

That for and in consideration of the mutual promises and covenants herein expressed, Government and Organization agree as follows:

1. Government hereby employs Organization for the period beginning on July 1, 2013, and continuing for a period of twelve (12) months from that date.
2. Government shall pay Organization the sum of One Million One Hundred Five Thousand Nine Hundred Eighty Dollars (\$1,105,980.00) for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-twelfth (1/12) of which shall be payable on or before the fifteenth day of each month, July to June, inclusive.
3. Government shall lease up to twelve (12) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this Agreement and shall be subject to the additional terms

of a lease agreement between the parties.

4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein.

5. Organization shall keep itself informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or 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, its officers, agents and employees against any claim or liability arising from and based on the violations of any such laws, ordinances or regulations.

6. Organization represents that it has filed federal, state and local income tax returns required by law in the legally prescribed time and manner. Upon request, Organization will provide copies of all of the executed originals of the aforementioned tax returns filed for Organization's most recent or current tax year.

7. Organization shall, at the end of each month and by no later than the tenth (10th) working day of the succeeding month, on such forms as the Sponsor shall provide, submit to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto, which were provided in the preceding month, (a) a description of the services provided, including the quantity of the services provided, and (b) any monies collected on behalf of the Urban County Government with an invoice requesting payment. Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization for each month of the Agreement shall

not be paid unless and until Organization submits the monthly report and invoice required hereunder.

8. Books of accounts related to this Agreement shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to Organization, shall be maintained at the principal place of business of Organization set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of Organization at all reasonable times and, if it desires, it may have the books and papers of Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by Organization. Government shall have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, and shall promote equal opportunity in employment through a positive, continuing program of equal opportunity employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure that provides for a confidential investigation of all complaints. The policy shall be given to all employees and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the Commissioner of the Department of Public Safety for review within thirty (30) days of the execution of this Agreement.

12. Unless either party, not less than ninety (90) days prior to June 30, 2014, gives the other party notice in writing that this Agreement shall not be extended, the Agreement shall automatically be extended for successive periods of three (3) months each upon the expiration of each period, upon the same terms and conditions as are contained herein, unless either party shall, not less than ninety (90) days next preceding the termination of any period, give the other party notice in writing that this Agreement shall not be so extended.

13. This instrument and the Addendum incorporated herein contain the entire agreement between the parties and no statement, promise or inducement 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 the parties and endorsed thereon.

14. Organization agrees that it shall apply all funds received by it from Government in accordance with the following investment policy guidelines:

- A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local

law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investment through its president where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the president and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.


Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

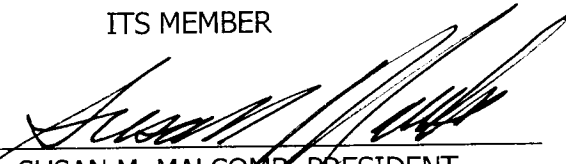
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

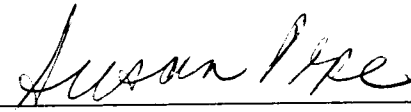
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
JIM GRAY, MAYOR

LEXINGTON-FAYETTE ANIMAL CARE  
AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER

BY:   
SUSAN M. MALCOMB, PRESIDENT

BY:   
SUSAN POPE, CHAIRPERSON  
BOARD OF DIRECTORS

### **5.13 POLICY ON SEXUAL HARASSMENT**

As a part of Lexington-Fayette Animal Care and Control's (LFACC) continuing compliance with the requirements of Title VII of the Civil Rights Act of 1964, as amended, and pursuant to the guidelines on sex discrimination issued by the United States Equal Employment Opportunity Commission, LFACC reaffirms the following policy.

1. It is illegal and against the policies of LFACC for any employee, male or female, to sexually harass another employee. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.
2. Any employee who believes he or she has been the subject of sexual harassment by a supervisor or other employee or has been forced to work in an offensive environment should report the alleged problem to their supervisor and the Executive Director. If the alleged problem involves the Executive Director or member of the Board of Directors the employee should report the problem to the President of the board of directors. An investigation of all complaints will be undertaken immediately. Although it is encouraged that employees inform offensive persons of their concern, employees are not required to complain first to the person they allege is the cause of the problem. Confidentiality is critical for a fair and impartial investigation and determination. All matters will be treated with as much confidentiality as possible during the investigation.

If a voluntary personal or social relationship exists among employees, involved persons may be asked to sign a waiver releasing the Humane Society and its agents and employees from any and all liabilities and responsibilities pertaining to sexual harassment.

Any supervisor or employee who has been found, after appropriate investigation, to have sexually harassed another employee will be subject to appropriate sanctions. Depending on the circumstances involved, an employee could receive a written warning, suspension, or termination.

LFACC is committed to the establishment of a pleasant work environment for all employees. First, sexually oriented materials have no place in the work environment. Supervisors shall ensure that no sexually oriented pictures, calendars, jokes, magazines, or similar materials are displayed in the common areas of any workstation or in individual offices.

Secondly, purely voluntary personal or social relationships between employees are not prohibited. Personal relationships between supervisors and any employee they supervise are strongly discouraged. Because it is sometimes difficult to determine whether a particular action or incident arose in a voluntary personal relationship or in a prohibited sexual harassment setting, the facts of each case must be examined carefully. Supervisors must realize, however, that their attention must be **welcomed** by the employee, not merely tolerated, in order to shield them from liability. Similarly, all employees must realize that this policy does not support false accusations, which can have a serious effect on innocent supervisors and fellow employees.

If you have any questions about this policy, please contact the Business Manager or a supervisor.

### **SEXUAL HARASSMENT DEFINED**

In accordance with the above, unwelcome sexual advances; requests for sexual favors; sexual demands; or other verbal, physical, or visual conduct of a sexual nature will constitute harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment also includes same-sex harassment, and harassment based on sexual orientation and gender identity. This policy applies to LFACC premises at all times, LFACC social functions (either on or off premises), and business-related travel.



## **PROTECTION FROM HARASSMENT**

For the purposes of this policy, harassment will be defined as behavior, which is not welcome, is personally offensive, debilitates morale, or interferes with work performance. LFACC desires to protect its employees from harassment by supervisory personnel, fellow employees, or non-employees such as vendors or customers.

## **MANAGEMENT'S RESPONSIBILITY**

It is the responsibility of each member of management to ensure that discrimination in employment does not occur, and that employees are assured of a work environment free from harassment.

All managers are responsible for the implementation of this policy within their area; for ensuring that all employees are informed of this policy; and for properly handling incidents of harassment as soon as they are observed by management or reported by employees.

## **HARASSMENT RELIEF PROCEDURE**

Employees who feel that they have been subjected to harassment or know of harassment existing in the workplace, must immediately contact their supervisor or the Executive Director and report the facts. All complaints of harassment will be promptly and thoroughly investigated. No adverse action will be taken against employees who report harassment, and retaliation of any kind against them will not be tolerated.

All harassment investigations will be handled in a highly confidential manner, and only those persons necessary for the investigation and resolution of the complaint will be given information regarding the case. After concluding the investigation, the Executive Director will contact the complaining employee to advise him/her that it has been resolved. The employee will be instructed to immediately report any recurrence of harassment or retaliation of any kind by the offender(s).

## **DISCIPLINARY ACTION**

Any employee found guilty of harassment and/or retaliation will be disciplined based upon the seriousness of the infraction. Discipline will include one or more of the following: a written warning, unpaid suspension, relocation of the offender, or termination of employment.

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into as of the 29<sup>th</sup> day of August, 2013, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety, 200 East Main Street, Lexington, Kentucky and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a Kentucky limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky;

**W I T N E S S E T H:**

**WHEREAS**, Government and Organization have entered into a Purchase of Service Agreement dated August 29, 2013, whereby Organization provides animal control services for Government; and

**WHEREAS**, the Purchase of Service Agreement between Government and Organization obligates Government to lease up to twelve (12) vehicles to Organization to be used for purposes of animal control; and

**WHEREAS**, one (1) of these vehicles is required for use by the Organization's animal cruelty investigator to perform a portion of the animal control services required by the Purchase of Service Agreement; and

**WHEREAS**, one (1) of these vehicles is required for use by the Organization's animal licensing employee to perform a portion of the animal control services required by the Purchase of Service Agreement;

**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 up to twelve (12) 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 to 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 Twenty Thousand Eight Hundred Fifty Dollars (\$20,850.00) 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 the use, possession, or acquisition of the vehicles 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 \$500,000.00, 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 VEHICLES, 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 of 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 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 vehicles.

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 to be given as follows:

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

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

  
JIM GRAY, MAYOR

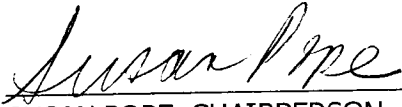
LEXINGTON-FAYETTE ANIMAL CARE  
AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER

BY:

  
SUSAN M. MALCOMB, PRESIDENT

BY:

  
SUSAN POPE, CHAIRPERSON  
BOARD OF DIRECTORS

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Lexington-Fayette ACC Vehicles  
EXHIBIT "A"  
(As of July 1,(2013))

- (A) ONE 1998 FORD EXPLORER XLT: VIN #1FMZU35P9WUD23589  
UNIT (0497) RECEIVED 12-1-07 miles 118768 PLATE #N4838
- (B) ONE 2007 FORD VAN VIN #2FTZA54267BA28018  
UNIT (7393) RECEIVED 9/9/09 miles 22010 PLATE#N1189
- (C) ONE 2008 FORD F-250 SUPER DUTY H-D TRUCK CAB AND CHASSIS  
WITH CANINE ATTACHED BODY VIN #1FDNF20568EA28746  
UNIT (9037 ) RECIEVED 08-7-07 miles 75370 PLATE#N2525
- (D) ONE 2000 FORD F-350 CREW CAB TRUCK 4X4 VIN  
#FTSW31S2YEA48395 UNIT (1853) 8-3-09 miles 73953 PLATE#J9874
- (E) ONE 2000 CROWN VICTORIA AUTO VIN # 2FAFP71W2YX170785  
UNIT (6053) 08-13-09 miles 68906 PLATE#E8689
- (F) ONE 2009 FORD RANGER TRUCK CAB AND CHASSIS WITH ARF.94  
BODY VIN #1FTYR14D19PA31564 UNIT (9038) 05-7-09 miles 32763  
PLATE # N8285
- (G) ONE 2003 FORD RANGER TRUCK EXTENDED CAB AND CHASSIS  
WITH ARF.94 BODY VIN #1FTZR15E73PA99175 UNIT (7159)  
RECEIVED 08-01-08 miles 90296 PLATE# K9749
- (H) ONE 2013 FORD F250 TRUCK CAB AND CHASSIS WITH ARF.95 BODY  
VIN # 1FT7X2A68DEB20162 UNIT (9041) 06-1-13 miles 25 PLATE#  
P9085
- (I) ONE 2002 FORD F-150 PICKUP VIN # 1FTPF17L22NB10122  
UNIT (7098) miles 100837 RECEIVED 1/16/2009 PLATE# K7336



- (J) ONE UNIT #(1858), , 1998 CHEVORLET SUBURBAN VIN#  
1GNGK26R7XJ517060 **MILE IS** 70693 RECEIVED 11/08/12 PLATE #  
J9340
- (K) ONE 2009 FORD RANGER TRUCK CAB AND CHASSIS WITH ARF.94  
BODY VIN #1FTYR14DX9PA31563 UNIT (9039) 08-11-09 **miles 21653**  
PLATE#N8284
- (L) ONE 2009 FORD RANGER TRUCK CAB AND CHASSIS WITH ARF.94  
BODY VIN #1FTYR14D39PA31565 UNIT (9040) 08-11-09 **miles 25659**  
PLATE #N8102

## **ADDENDUM**

1. Organization shall operate the Urban County Government's animal care and control program.

2. Pursuant to Lexington-Fayette Urban County Government Code of Ordinances (the "Code") Section 4-22(a), Organization shall provide and maintain an animal shelter as the urban-county animal shelter and designated licensing facility for Government's use. The animal shelter and designated licensing facility shall comply with all applicable federal, state and local laws.

3. In compliance with all applicable federal, state and local laws, Organization shall employ and maintain a staff of animal control officers for the pick-up and handling of animals within Fayette County in accordance with Code Sections 4-2 through 4-10.1, 4-11.1 (to the extent facilities and qualified staff are available for enforcement of Section 4-11.1), 4-12.2, 4-12.3, 4-12.4, 4-12.5, 4-14, 4-16 through 4-22 (excluding the provisions in Section 4-21.1 and 4-21.2 related to the implementation of the Spay and Neuter Grant Program, but including the enforcement provisions thereof), and Article III of Chapter 4 as it relates to the mistreatment of horses. The staff shall include a minimum of ten (10) individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.

4. Due to the nature of the duties involved and possibility of conflict between Organization's employees and the general public, Organization shall make every reasonable effort to train and counsel its employees so that they are able to conduct themselves in a courteous and professional manner while carrying out their duties.

5. Organization shall employ sufficient personnel to respond to requests for services during regular business hours and after-hours in response to emergency calls. Emergency calls are defined as calls involving injured animals when the location and type of animal involved is provided, police or fire assistance with animals or animal bite cases when police or fire personnel remain on the scene with the animal until the Organization responds, and livestock running at-large. Organization shall not be required to respond to citizen requests after 11:00 p.m. on Monday through Saturday and after 8:00 p.m. on Sunday.

6. Organization shall provide for response to emergency calls from the Government's Division of Police and Division of Fire and Emergency Services on a 24-hour daily basis, including weekends and holidays.

7. Organization shall maintain an office at least six hours per day, six days per week, exclusive of legally declared urban county government holidays, for the purpose of returning to owners animals picked up or received by Organization, collecting fees, and issuing licenses.

8. Under normal circumstances and when determined by Organization to be necessary and feasible, Organization shall provide for patrols to seek out and capture animals running at-large within the county. Organization shall establish the routes of said patrols in an effort to provide more frequent coverage of those areas that prove to be problem areas.

9. Organization shall make a reasonable effort to notify the owner of any properly tagged animal that it picks up or receives prior to the sale, adoption, or destruction of the animal.

10. Organization shall, in addition to other duties enumerated herein, assist the public in capturing loose dogs, injured animals and animals that pose a threat to public safety; capture and impound quarantined animals which have bitten someone; and inspect animal-related facilities as required by the Code. Organization's duty to assist the public in capturing loose animals extends only to assistance serving a public purpose, not a private purpose. For example, Organization is required to assist the public in capturing loose cattle or other livestock on a public road or other public location, not on private property. Accordingly, Organization is not required to assist the public in capturing wildlife (as defined by KRS 150.010(41), including animals such as chickens, ducks, geese, squirrels, skunks, raccoons or opossums) that is a private nuisance or inconvenience and does not pose a risk to public health or safety.

11. Organization shall collect and remit to the Urban County Government twenty-five dollars (\$25.00) of the pick-up fee for livestock and fowl set forth in Section 4-21(c) of the Code and shall maintain records indicating the number of and type of animal picked up, the disposition of said animals, and the amount received therefore.

12. Organization shall collect the redemption fee set forth in Section 4-21(d) of the Code for impounded dogs and cats, twenty-five dollars (\$25.00) of which shall be remitted to the Urban County Government and the balance of which shall be used for the Spay and Neuter Grant Program.

13. Organization shall act as Government's agent for the issuance of animal licenses and may retain six dollars (\$6.00) of the fee for each altered dog or cat license and ten dollars (\$10.00) for each unaltered dog or cat license that it (or its agent) issues pursuant to Section 4-12.3(e) of the Code.