

**FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2026, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "GOVERNMENT"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Public Safety ("the SPONSOR"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL**, a Kentucky limited liability company (the "Organization"), whose address is 1600 Old Frankfort Pike, Lexington, Kentucky 40504, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement beginning July 1, 2025 (the "Agreement"), for SPONSOR to provide certain animal care and control services described therein, effective for a period of 12 months; and

WHEREAS, the Parties are now desirous of amending the Addendum attached to the Purchase of Service Agreement for SPONSOR to enforce certain provisions of the Lexington-Fayette Urban County Government Revised Code of Ordinances; and

WHEREAS, the Parties hereby agree to amend the above-referenced Agreement in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Addendum to the Agreement as follows:

1. 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, 4-13, 4-13.1, 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. Organization will assist, to the best of its ability, with emergency situations involving natural disaster and other large-scale events as outlined in the MOU with Lexington-Fayette Urban County Government (LFUCG). The staff shall include a minimum of ten individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.

2. Effect. All other provisions of the Agreement, which are attached hereto as "Exhibit A" and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

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

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

By: SUMMER JACKSON, PRESIDENT

By: REBECCA SHERMAN, CHAIRPERSON
BOARD OF DIRECTORS

EXHIBIT A

Copy of Purchase of Service Agreement

4917-5420-7874, v. 1