



## AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Knoxville, a governmental unit of the State of Iowa, (hereinafter referred to as "City"), and the Marion County Humane Society, a non-profit corporation that provides animal shelter and control services (hereinafter referred to as "MCHS").

### WITNESSETH

In consideration of the mutual covenants and Agreements hereinafter set forth, the City and MCHS agree as follows:

- 1) MCHS has provided the City with a copy of its Organizational Charter, the Minutes and/or Resolutions showing who has the power to execute a contract on its behalf. MCHS agrees that it will provide the City with any Amendments to these documents and will also provide the City with the Resolution approving this contract and any future contracts between the City and MCHS.
- 2) The City previously budgeted the sum of \$20,000 for payment to MCHS for use during the 2019-2020 fiscal year. The City currently has approximately \$11,000 left from this budgeted amount as of the date of this Agreement. The City agrees that upon the parties entering into this Agreement that the City will issue a check to MCHS for the balance in that account. In conjunction therewith, MCHS will no longer charge the City a per animal fee.

In consideration of MCHS no longer charging the City a per animal fee, the City agrees to pay MCHS an annual fee beginning July of 2020 and each July thereafter until either party terminates this Agreement. The payment in July of 2020 shall be in the sum of \$25,000, that sum will be \$30,000 in July 2021 and for each July thereafter the sum shall increase by 2%.

In return, MCHS agrees to no longer charge a per animal fee, to provide all services currently in place and as set out in paragraph #3 of this agreement and as set out in paragraph #3 of the previous Agreement. MCHS will also continue to collect any fines for animals at large.

- 3) MCHS agrees to provide the following services:
  - a) Provide an animal shelter for animals collected or impounded which will comply in all respects with Iowa Administrative Code Chapter 20, Iowa Department of Agriculture Section 20.2 (1) entitled Housing Facilities, Section 20.2 entitled Housing Facilities, and Section 20.2 (2) entitled Primary Enclosures.
  - b) Provide adequate personnel to comply with mandates of this Agreement and all applicable ordinances, statutes, and administrative rules for the certification and registration as an animal welfare shelter under the Iowa Department of Agriculture.

- c) Accept all animals from the City for shelter as defined by Knoxville Municipal Code 6-4A and B within the corporate limits of the City for holding in its shelter for the period of time required by pertinent ordinance, statute, or administrative rules for return to owner upon owner's payment of costs as established by MCHS, and upon compliance with licensing and vaccination requirements of the City. Animals found to be sick or diseased with an infectious or contagious condition which constitutes a health hazard to other animals or humans, may be disposed of by euthanasia within a shorter period of time if approved by a licensed veterinarian. Animals suffering by reason of injury or severe illness may be disposed of by euthanasia without prerequisite approval by a licensed veterinarian. Be responsible for all veterinary care and/or disposal costs for animals delivered by the City.
  - d) Provide the forms, means, procedures and personnel at the shelter for adoption of suitable animals and to require all persons adopting said animals to show compliance with applicable City ordinances, policies, statutes, and administrative rules relating to animal health and welfare.
  - e) Provide procedures for the humane euthanasia of sick, diseased and unclaimed animals according to standards established by Iowa Code, Section 162.2, Subsection 15, relating to euthanasia.
  - f) Provide a facility to quarantine and confine animals involved in bite cases as directed by the Marion County Health Department.
- 4) This Agreement shall have a term of twenty-four (24) months, effective the first day of July 2020. It shall renew automatically, unless written notice is given by either party of intent to terminate the Agreement sixty (60) days prior to the renewal. Notice of intent to renegotiate the terms of the Agreement shall also be provided by either party sixty (60) days prior to the renewal.
- 5) For termination with reasonable cause, either party may terminate this Agreement effective immediately upon the provision of written notice of termination for cause. Reasonable cause shall include:
- a) Material violation of this Agreement.
  - b) Any act exposing the other party to liability to others for personal injury or property damage.
- 6) MCHS agrees that the rights and obligations of MCHS under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the MCHS. The City shall not assign its rights or obligations under this Agreement.
- 7) MCHS represents that it will use due diligence and make all reasonable effort to fully comply with the terms set forth in this Agreement and fulfill the expectations implied therein. In the event that the City determines that there is a default under the Agreement and/or that the expectations are not being fulfilled, the City shall give a written notice to

MCHS of said default or lack of fulfillment, along with a Notice that said Agreement shall be terminated within thirty (30) days if said default or breach is not remedied.

City of Knoxville

The Marion County Humane Society

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executor Director

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Excutive Director