



## 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.

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

\_\_\_\_\_  
Executive Director