

Resolution No. 100520G

ANIMAL SHELTER SERVICES AGREEMENT BY THE CITY OF PERRY, IOWA AND RACCOON RIVER PET RESCUE

WHEREAS, the City of Perry has a need for a facility to transfer animals to upon the passage of the seven (7) day Redemption Period beginning from the date the City took possession of said animals throughout the City pursuant to City Ordinance after such animals have been abandoned, seized, or are considered strays as defined by the City's Animal Control Ordinance; and

WHEREAS, Raccoon River Pet Rescue has represented that its facility may house and process cats and dogs for the City in a manner that meets obligations set forth in the Agreement, as well as meets applicable legal requirements for animal shelters in the State of Iowa; and

WHEREAS, the City has agreed to compensate Raccoon River Pet Rescue for services it renders at a contract rate of \$50 per animal, to be reviewed on a yearly basis on the anniversary date of the Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Perry City Council that Mayor John Andorf will sign and execute the Agreement with Raccoon River Pet Rescue as the City's primary facility to transfer animals to, per the policy and procedures set forth in the Agreement, at a contract rate of \$50 per animal. The contract rate shall be reviewed on an annual basis on the anniversary date of the Agreement.

PASSED AND APPROVED this 5th day of October, 2020.

John Andorf, Mayor

ATTEST:

Elizabeth Hix, City Clerk

Agreement for Animal SHELTER Services Provided by Raccoon River Pet Rescue

This Agreement is made on the 5th day of October, 2020 by and between Raccoon River Pet Rescue (here in references to as the "SHELTER") and the City of Perry, Iowa (hereby referred to as the "CITY").

Whereas, the CITY has need of a facility to transfer animals to upon the passage of seven (7) day Redemption Period beginning from the date CITY takes possession of said animals throughout the CITY pursuant to City Ordinance after such animals have been abandoned, seized, or are considered strays as defined by the City's animal control ordinance; and

Whereas the SHELTER and the CITY have agreed to the execution of this Agreement for the purpose the SHELTER providing such services:

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

IMPOUNDMENT

FACILITY. The SHELTER represents that its facility may house and process cats and dogs for CITY in a manner for SHELTER to meet its obligations herein as well as meets applicable legal requirements for animal shelters in the State of Iowa.

TRANSFER. The SHELTER agrees that it will accept all cats and dogs transferred to its facility from CITY. It is expressly understood that the Redemption Period of said animals will have expired upon transfer to SHELTER. The SHELTER further agrees that it will accept animals from the CITY prior to the end of the Redemption Period if the CITY'S facility is full or for other extenuating circumstances. Neither the CITY nor any agency nor agent of the CITY shall have any claim or right to any animal not claimed and redeemed during the Redemption Period. The CITY will provide transfer documentation with each Cat/Dog detailing the circumstances by which the animal came into the CITY'S possession including when/where the animal was found or impounded and any details noted about the animal while in the care of the CITY.

CARE. The SHELTER agrees and represents that it will provide reasonable and appropriate care for all animals transferred to the facility from the CITY. This includes adequate shelter, food, water and all other humane treatment.

ANIMAL DISPOSITION

DISPOSITION POLICY. The SHELTER shall have the undisputed right, consistent with City Ordinance Chapter 55 and this Agreement, to dispose of every animal given into its custody in accordance with the following policy:

- A. To return the animal to its former owner, if possible;
- B. To place unclaimed animals in the care, custody and control of new owners; or
- C. To humanely destroy animals which are not claimed by owners.

The SHELTER shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the SHELTER shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or destroyed. SHELTER further agrees that animals will only be

destroyed if they are determined to have a fatal disease/injury by a licensed veterinarian or if they have been determined to be a dangerous animal by a licensed veterinarian and a certified trainer.

ADOPTION. The SHELTER shall set, at its sole discretion, all fees it charges to the public for an animal adoption.

CITY REPRESENTATIONS AND OBLIGATIONS

The CITY represents to the SHELTER that the City Ordinance provides for the vaccination and licensing of animals under appropriate circumstances, impounding of animals running at large, the regulation of the sale of animals, and that while this Agreement is in effect, such CITY ordinance will be continued in force, provided, however, that such CITY ordinance may be modified from time to time as the CITY deems appropriate.

The CITY further represents that it does not accept owner surrenders of animals and all such cases will be referred to the SHELTER.

COST

The CITY agrees to pay and the SHELTER agrees to accept as compensation for the services it renders, a contract rate of \$50 per animal. This amount will be effective for one year from the beginning date of the Agreement and will be reviewed on a yearly basis on the anniversary date of this Agreement.

City Clerk

Date: _____

Mayor

Date: _____

Raccoon River Pet Rescue Representative

Date: _____

Resolution No. 100520H

ANIMAL SHELTER SERVICES AGREEMENT BY THE CITY OF PERRY, IOWA AND AHEINZ57 PET RESCUE & TRASPOT

WHEREAS, the City of Perry has a need for a facility to transfer animals to upon the passage of the seven (7) day Redemption Period beginning from the date the City took possession of said animals throughout the City pursuant to City Ordinance after such animals have been abandoned, seized, or are considered strays as defined by the City's Animal Control Ordinance; and

WHEREAS, AHeinz57 Pet Rescue & Transport has represented that its facility may house and process cats and dogs for the City in a manner that meets obligations set forth in the Agreement, as well as meets applicable legal requirements for animal shelters in the State of Iowa; and

WHEREAS, the City has agreed to compensate AHeinz57 Pet Rescue & Transport for services it renders at a contract rate of \$50 per animal, to be reviewed on a yearly basis on the anniversary date of the Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Perry City Council that Mayor John Andorf will sign and execute the Agreement with AHeinz57 Pet Rescue & Transport as the City's secondary facility to transfer animals to, per the policy and procedures set forth in the Agreement, at a contract rate of \$50 per animal. The contract rate shall be reviewed on an annual basis on the anniversary date of the Agreement.

PASSED AND APPROVED this 5th day of October, 2020.

John Andorf, Mayor

ATTEST:

Elizabeth Hix, City Clerk

Agreement for Animal SHELTER Services Provided by AHeinz57 Pet Rescue & Transport

This Agreement is made on the 5th day of October, 2020 by and between AHeinz57 Pet Rescue & Transport (here in references to as the "SHELTER") and the City of Perry, Iowa (hereby referred to as the "CITY").

Whereas, the CITY has need of a facility to transfer animals to upon the passage of seven (7) day Redemption Period beginning from the date CITY takes possession of said animals throughout the CITY pursuant to City Ordinance after such animals have been abandoned, seized, or are considered strays as defined by the City's animal control ordinance; and

Whereas the SHELTER and the CITY have agreed to the execution of this Agreement for the purpose the SHELTER providing such services:

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

IMPOUNDMENT

FACILITY. The SHELTER represents that its facility may house and process cats and dogs for CITY in a manner for SHELTER to meet its obligations herein as well as meets applicable legal requirements for animal shelters in the State of Iowa.

TRANSFER. The SHELTER agrees that it will accept all cats and dogs transferred to its facility from CITY. It is expressly understood that the Redemption Period of said animals will have expired upon transfer to SHELTER. The SHELTER further agrees that it will accept animals from the CITY prior to the end of the Redemption Period if the CITY'S facility is full or for other extenuating circumstances. Neither the CITY nor any agency nor agent of the CITY shall have any claim or right to any animal not claimed and redeemed during the Redemption Period. The CITY will provide transfer documentation with each Cat/Dog detailing the circumstances by which the animal came into the CITY'S possession including when/where the animal was found or impounded and any details noted about the animal while in the care of the CITY.

CARE. The SHELTER agrees and represents that it will provide reasonable and appropriate care for all animals transferred to the facility from the CITY. This includes adequate shelter, food, water and all other humane treatment.

ANIMAL DISPOSITION

DISPOSITION POLICY. The SHELTER shall have the undisputed right, consistent with City Ordinance Chapter 55 and this Agreement, to dispose of every animal given into its custody in accordance with the following policy:

- A. To return the animal to its former owner, if possible;
- B. To place unclaimed animals in the care, custody and control of new owners; or
- C. To humanely destroy animals which are not claimed by owners.

The SHELTER shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the SHELTER shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or destroyed. SHELTER further agrees that animals will only be destroyed if they are determined to have a fatal disease/injury by a licensed veterinarian or if they have been determined to be a dangerous animal by a licensed veterinarian and a certified trainer.

ADOPTION. The SHELTER shall set, at its sole discretion, all fees it charges to the public for an animal adoption.

CITY REPRESENTATIONS AND OBLIGATIONS

The CITY represents to the SHELTER that the City Ordinance provides for the vaccination and licensing of animals under appropriate circumstances, impounding of animals running at large, the regulation of the sale of animals, and that while this Agreement is in effect, such CITY ordinance will be continued in force, provided, however, that such CITY ordinance may be modified from time to time as the CITY deems appropriate.

The CITY further represents that it does not accept owner surrenders of animals and all such cases will be referred to the SHELTER.

COST

The CITY agrees to pay and the SHELTER agrees to accept as compensation for the services it renders, a contract rate of \$50 per animal. This amount will be effective for one year from the beginning date of the Agreement and will be reviewed on a yearly basis on the anniversary date of this Agreement.

City Clerk

Date: _____

Mayor

Date: _____

AHeinz57 Pet Rescue & Transport Representative

Date: _____