

PURCHASE OF SERVICE CONTRACT BETWEEN THE
DUBUQUE REGIONAL HUMANE SOCIETY AND THE CITY OF DYERSVILLE
FOR ANIMAL SHELTERING.

THIS AGREEMENT, MADE THE 1ST DAY OF JULY BETWEEN THE DUBUQUE
REGIONAL HUMANE SOCIETY (HEREINAFTER REFERRED TO AS DRHS) AND THE
CITY OF DYERSVILLE, IOWA (HEREINAFTER REFERRED TO DYERSVILLE).

WITNESSETH:

1. This agreement shall be in effect from July 1, 2025 through June 30, 2027. This agreement may be terminated by either party without cause after providing one hundred eighty (180) days written notice to the other party by certified U.S. mail addressed to the Mayor of the City of Dyersville or to DRHS's Board Chair or Executive Director, as the case may be. If, through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the covenants, agreements, or stipulations of this Agreement, the other party has the right to terminate this Agreement by giving written notice to the violating party of such termination identifying the reasons for the termination and specifying the effective date thereof, said effect date to be not less than five (5) days before the effective date of such termination. Upon termination of this Agreement, all remaining fees owed to either party must be remitted in full no later than thirty (30) days after the effective termination date.
2. Section 162.2.1 of the Code of Iowa defines a "pound" as "... a facility...operated...for the purpose of impounding or harboring seized stray, homeless, abandoned or unwanted dogs, cats,... or a facility operated for such a purpose under a contract with any municipal corporation or incorporated society." Section 162.3 mandates registration for all pounds. The DRHS will maintain current pound registration as required to perform this function.
3. The DRHS, under Iowa Administrative Code 21-67.3(3) d. is excluded, as a pound and animal shelter from the requirement for rabies vaccination at intake.
4. In compliance with Code of Iowa Chapter 351, which mandates vaccinations and licensing obligations, those animals adopted from the DRHS, will not be released until the animals are current on rabies vaccination or arrangements made to ensure compliance with this requirement.
5. The DRHS shall provide Dyersville with a certificate of its liability insurance coverage for an amount of not less than \$1,000,000.00 from a company licensed to do business in the State of Iowa. Said policy shall name Dyersville as an additional insured.
6. The DRHS shall board dogs and cats at its facility that are brought in by law enforcement officers of Dyersville as strays or as unvaccinated animals being confined after biting someone.
7. Any stray animal to be brought in by a Dyersville law enforcement officer will, prior to delivery to the DRHS, be examined by the officer for any apparent injury or illness. In the event the officer believes the animals is suffering from an apparent injury or illness, then the officer will ensure that the animal is treated by a veterinarian prior to delivery to the DRHS.

8. After arrival at the DRHS, but prior to the time limits established in Section 9 of this contract, if an animal boarded by the DRHS for Dyersville appears, in the judgement of the DRHS, to be suffering excessively from an apparent injury or illness, the DRHS may have the animal examined and treated by a veterinarian. The veterinarian's treatment will be approved by Dyersville prior to being performed. The cost of the examination and treatment will be billed to Dyersville on the monthly DRHS invoice to Dyersville. An invoice from the Veterinarian showing the cost of the examination and treatment will be provided to Dyersville upon request.

9. Dyersville animals that are untagged or are not microchipped shall be held for three days, while animals with registration tags or a microchip shall be held for seven days, or as required by state law if different, after notification to the owner that the DRHS has the animal. Dyersville shall be responsible for notifying the owners of registered animals that their dog or cat is being held at the DRHS, however, the DRHS will assist as necessary in notifying the owners. After this period, the animal will become the property of the DRHS and placed for adoption, or euthanized if deemed by the DRHS as vicious, a safety risk or has no chance of recovering an acceptable quality of life.

10. Any animal deemed to be vicious, a safety risk, or as having a limited chance of recovering an acceptable quality of life may be euthanized upon intake. An authorized Dyersville law enforcement officer may also, in its sole discretion, at any time order DRHS to euthanize dogs or other animals if Dyersville determines such dog or other animal constitutes a danger to the public or to DRHS's staff or volunteers. All costs associated with such euthanasia procedures shall be the financial responsibility of the City of Dyersville.

11. On a monthly basis, the DRHS shall provide to Dyersville an invoice that will include line item billing for any of the applicable charges described in this document. A report showing the total number of animals brought into the DRHS from Dyersville that month will also be provided. Dyersville shall pay this invoice within thirty days of the invoice date.

12. For stray animals brought in by law enforcement, Dyersville shall pay to the DRHS the estimated average cost of caring for the animals at its facility. For the term July 1, 2025, through June 30, 2026, the fees are \$150.00 per dog and \$100.00 per cat. For the term July 1, 2026, through June 30, 2027, the fees are \$180.00 per dog and \$110.00 per cat. In the event of extenuating circumstances that significantly impact the cost of care—such as, but not limited to, changes in regulatory requirements, veterinary costs, or supply pricing—DRHS reserves the right to request a renegotiation of fees to more accurately reflect actual costs. Any such adjustments shall be subject to mutual agreement in writing.

13. If an unvaccinated dog or cat is kept at the DRHS for rabies observation, Dyersville shall pay \$100 per animal for medical examinations plus the current per day boarding fee. This fee shall be exclusive of and in addition to, the compensation provided to the DRHS under paragraph 12 above.

14. If the owner of an Dyersville animal reclaims said animal at the DRHS, the DRHS shall collect and retain any and all fees associated with the impoundment of said animal from the owner including, but not limited to:

- a. The DRHS shall also be allowed to collect from the said owner the current per day fee for boarding the animal at the facility.
- b. The DRHS shall collect from the owner the current animal care fees, as outlined in this contract, which are due to DRHS from Dyersville for the purpose of reimbursing the Dyersville for expenses incurred during the animal's three-day holding period.

DUBUQUE REGIONAL HUMANE SOCIETY

CITY OF DYERSVILLE

By: _____

By: _____

Kim Hess
Executive Director

Jeff Jacque
Mayor

By: _____

Amy Wagner
Board Chair