

**AGREEMENT BETWEEN
CITY OF DYERSVILLE, IA
AND
DUBUQUE REGIONAL HUMANE SOCIETY**

This Agreement, dated for reference purposes the **1st** day of **February, 2025**, is made and entered into by and between the **City of Dyersville**, ("City") and the **Dubuque Regional Humane Society** ("DRHS") located in **Dubuque, IA**.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. TERM.

The term of this Agreement is from **February 1, 2025** through and including **June 30, 2025**.

SECTION 2. SHELTER AND EQUIPMENT.

2.1 DRHS must provide the Shelter and all equipment in the Shelter necessary for the operation of an animal shelter in accordance with the terms of this Agreement and the laws and administrative rules of the State of Iowa.

2.2 Section 162.2 of the Code of Iowa defines a "Pound" as a facility for the prevention of cruelty to animals operated by the state, a municipal corporation, or other political subdivision of the state for the purpose of impounding or harboring seized stray, homeless, abandoned, or unwanted dogs, cats, or other animals; 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 Dubuque Regional Humane Society will maintain current pound registration as required to perform this function.

2.3 DRHS must maintain the Shelter in a clean and sanitary manner and must not permit any condition to exist that might constitute a public nuisance.

2.4 DRHS must manage and operate the Shelter and provide proper and adequate housing and feeding for all animals, pursuant to this agreement, which come into its custody.

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SECTION 3. PRIOR TO DELIVERY.

3.1 Any stray animal brought in by a City of Dyersville Police Officer will be examined by the officer for any apparent injury or illness. In the event that the officer believes the animal is suffering, then the police officer will ensure that the animal is treated by a veterinarian prior to delivery to the DRHS.

3.2 If an animal boarded at the DRHS for the City appears, in the judgement of the DRHS, after arrival, but prior to the time limits established in Section 6 of this contract appears 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 the City prior to being performed. The cost of the examination and treatment will be billed directly to the City of Dyersville by the veterinarian and will be paid in a timely manner.

SECTION 4. MONTHLY FEE.

As compensation to DRHS for providing the services herein specified during the term of this Agreement, City will pay DRHS during the term of this Agreement a monthly fixed fee per animal as provided herein.

4.1 The City shall pay \$135 per dog and \$95 per cat to the Dubuque Regional Humane Society for the contracted services provided by the DRHS.

4.2 The DRHS shall provide to the City a monthly statement that will include the total number of animals handled by the DRHS that were brought in as strays by law enforcement officers of the City of Dyersville, and also those unvaccinated dogs and cats being confined after biting someone in the City of Dyersville.

4.3 If an owner of a City dog or cat claims said animal at the DRHS, the DRHS shall collect an impoundment fee from them on behalf of the City. The impoundment fee will be \$135 for dogs and \$95 for cats. The impoundment fee will then be subtracted from the amount owed by the City on the monthly statement.

4.4 The statement balance shall be paid to the DRHS within 30 days of receipt of the statement.

SECTION 5. ADDITIONAL FEES.

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5.1 DRHS may retain a daily fee charged to an animal owner for keeping animals received from a City of Dyersville police officer, as well as all daily fees charged to an animal owner for services not within the scope of this Agreement per the public fee schedule in place at that time.

5.2 If an unvaccinated dog is kept at the DRHS for rabies observation, the City shall pay \$100 per animal for medical examinations plus the current daily care fee. Such fees shall be exclusive of, and in addition to, the compensation provided to the DRHS under section 4 of this agreement.

SECTION 6. HANDLING OF IMPOUNDED ANIMALS.

6.1 City of Dyersville Police Department shall be responsible for notifying the owners of registered dogs and cats that are being held at the DRHS.

6.2 DRHS may not dispose of any impounded, licensed cat until at least five (5) days after the notice to the owner, and any impounded, licensed dog until at least seven (7) days after the notice to the owner has been made as required by Title 7 of the City of Dubuque Code of Ordinances.

6.3 DRHS may not dispose of any impounded, unlicensed dogs or cats until at least three (3) days after the date of the impoundment.

6.4 Notwithstanding the foregoing, DRHS may, in its sole discretion, at any time, euthanize vicious dogs or other vicious animals, if DRHS determines such dog or other animal constitutes a danger to the public or to DRHS's employees or staff. Feral cats may be disposed of immediately.

SECTION 7. RELEASING IMPOUNDED ANIMAL.

7.1 In compliance with Iowa code which mandates vaccinations and licensing obligations, those animals adopted from the DRHS into Iowa or Illinois will not be released until the animals are current on rabies vaccinations or arrangements made to ensure compliance with this requirement.

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SECTION 8. INSURANCE.

DRHS shall provide the City with a certificate of its liability insurance coverage in an amount of not less than \$1,000,000 with an insurance company licensed to do business in the State of Iowa. The DRHS shall name the City as an additional insured under said policy.

SECTION 9. TERMINATION.

This Agreement may be terminated by either party without cause after providing sixty (60) days written notice to the other party by certified U.S. mail.

SECTION 10. COMPLIANCE WITH LAWS.

DRHS must comply with all applicable laws, ordinances and codes of the Federal Government, the State of Iowa, and the City of Dubuque.

CITY OF DYERSVILLE

DUBUQUE REGIONAL HUMANE SOCIETY

_____, Its _____

_____, Its _____