GENERAL CONTRACT FOR SERVICES

This Agreement, made and entered into this day_____ of _____ the year Two Thousand and Twenty-Five by and between the City of Terrytown, a municipal corporation hereinafter referred to as "City" and the Panhandle Humane Society, a non-profit corporation organized and existing under and by virtue of the laws of the State of Nebraska, hereinafter referred to as "PHS".

WHEREAS, PHS operates an animal shelter at which it receives, cares for, and places or disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and placed or disposed of; and

WHEREAS, the City and PHS entered into an agreement dated November 15, 2022. The Agreement herein shall revoke, amend, terminate, and supersede the November 15, 2022 agreement and shall contain the entire Agreement between the City and PHS, effective 2025.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. GENERAL: PHS agrees to receive at its shelter all live dogs, cats, or other animals, excluding livestock, other farm animals and wildlife, delivered to it by law enforcement, other officials of the City or residents of the City from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as provided for in this Agreement and as required by applicable state and local laws. Sheltering the City's animals will be given priority over new contractors outside of the immediate area.

2. IMPOUNDMENT OF ANIMALS AND HOLD PERIODS: PHS shall keep and maintain its shelter in a clean, sanitary condition at all times. It shall properly care for, protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to PHS shall be kept and sheltered in accordance with PHS Policies and Procedures. Animals quarantined under the provisions of the ordinance relating to rabies or other diseases shall be sheltered by PHS in accordance with the State of Nebraska and Panhandle Public Health Department. Upon completion of each hold period, at the discretion of PHS, animals will be made available for adoption.

a. Stray animals will be held for three (3) business days, not including the day they come into the shelter.
b. Animals whose owner has been arrested will be held for seven (7) days, not including the day they come into the shelter.
c. Animals who bite a person or another animal and not current on rabies vaccination will be held at the shelter for ten (10) days for observation. In accordance with state rabies

investigation guidelines, the date the bite occurred is day zero (0); day one (l) begins on the next day.

d. Owner surrenders will be held for 24 hours from intake date before they are made available for adoption.
e. PHS shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is required for reasons of public safety or welfare or in the best interest of the animal.

3. ANIMAL OWNER NOTIFICATION: PHS shall make every reasonable effort to determine the ownership of all animals delivered to it at its shelter under the terms hereof and shall further make every reasonable effort to inform by phone, if known, and by posting a description in a prominent place, reasonably likely to come to the attention to the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

4. ANIMAL INTAKE/DISPOSITION RECORDS: PHS shall keep records of intakes and outcomes, of all animals delivered to it by the City or residents of the City under the terms of this Agreement, and each animal received by it shall be identified on each record by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Upon request from the City, PHS will provide a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition for the animals received during the preceding calendar month(s).

5. ANIMAL LICENSING: PHS shall perform all animal licensing activities for the City in accordance with State laws. PHS shall retain fees from such licensing as compensation, and remit reports and fees as may be required by law.

COMPENSATION FOR CONTRACT SERVICES: In exchange for the services provided by PHS, the City will pay compensation to PHS in monthly payments of $477.41. This amount will increase by 3% annually beginning October I , 2025 The first payment is due on the effective date of this Agreement and subsequent monthly payments shall be due and payable on the first day of each month thereafter for the term of this Agreement.

6. SOCIETY OPERATED ACCORDING TO LAW: PI-IS agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and with the approval of PHS Board of Directors. PHS shall operate the shelter and provide for all animals in compliance with all state and federal regulations applicable to each facility. PHS shall make the shelter facilities available during regular business hours for inspection by the Nebraska Department of Agriculture. PHS agrees that it will provide to the City, upon request, any copies of inspections of the shelter completed by any regulatory authority having jurisdiction over the facility.

7. SPECIAL ANIMAL CARE: PHS agrees to receive at its shelter all live dogs, cats, or other domesticated animals as set forth in this Agreement, and to shelter, feed, and care for and dispose

of said animals, without charge to the City, for any routine animal care services that may be incurred by PHS in providing the services set forth herein. The City agrees to pay or pursue a restitution arrangement in any criminal cases on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain emergent cases due to the medical condition of an animal or as required by the Nebraska Department of Agriculture. In the event PHS incurs any veterinary charges relative to the City's animals, those charges shall be paid by the City, however, other than emergent circumstances, such charges shall be preapproved in writing.

The City agrees to compensate PHS for daily care charges when in certain cases an animal is held at the City's request (e.g., animal seized by law enforcement), and the animal owner fails to pay charges and does not claim the animal. This amount is $15/day based on current boarding fees. PHS shall bill the City for any amounts due within 30 days of the date the animal is brought to PHS's care.

8. DEDICATED ANIMAL KENNELS: PHS agrees to dedicate sufficient kennels for domesticated animals necessary for the City to routinely, throughout the day or night, place animals delivered to PHS. These kennels will be clearly identified to accept animals that are brought in. The City shall be provided access for any animals brought in after PHS's normal business hours.

9. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following manner:

a. Either party, at any time, upon sixty (60) days written notice, may terminate this Agreement.

b. If PHS fails to comply with the terms of this Agreement, the City may terminate this

Agreement by providing ten (10) days written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

10. RIGHT OF PHS TO SUSPEND SERVICES: In the event PHS is faced with an emergency situation, which, in the opinion of PHS's Board of Directors and Executive Director, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) days' notice, to temporarily suspend acceptance of animals or terminate this Agreement. PHS reserves the right to seek an additional stipend from City as a result of such an emergency situation, and the City reserves the right to decline to approve such stipend.

11. AMENDMENT OF AGREEMENT: This Agreement may only be amended in writing and approved by City and PHS.

12. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

13. TERM OF AGREEMENT: This Contract will remain in effect for a period of three (3) years beginning October 1, 2025. The term shall automatically renew for successive terms of like duration unless one party notifies the other party as set forth above.

Dated this _____ day of _____, 2025

_____
Panhandle Humane Society

_____ _____
City of Terrytown City Clerk (attest)