

AGREEMENT FOR ANIMAL CARE SERVICES

This Agreement is entered into this ___ day of _____, 20__, by and between PAWS – Providing Animal Welfare Services, a nonprofit animal welfare organization located at 15 S 1750 East, Driggs, ID, hereinafter referred to as "PAWS," and Teton County, Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "the County," collectively referred to as "the Parties."

1. **Purpose**

The purpose of this Agreement is to outline the terms under which PAWS will provide temporary shelter, care, and services for animals brought to its facility by the Teton County Sheriff's Department and members of the public.

2. **Scope of Services**

PAWS agrees:

A. Teton County, ID shall designate PAWS as the Shelter Master for the County. As such, PAWS shall operate an animal shelter open to the public for the care and shelter of stray, lost, relinquished, abandoned and neglected dogs, cats and other small animals ("Sheltered Animals"). PAWS shall provide proper shelter, food, water, basic veterinary care, humane treatment and enrichment for all Sheltered Animals for a holding period for dogs of not less than five (5) business days and for cats of not less than three (3) business days. After the holding period, PAWS shall evaluate the animal's health and disposition for adoption/placement with new owners or humane euthanasia as advised by a veterinarian and Shelter administration. PAWS shall use reasonable efforts to reunite lost/stray pets with their owners.

B. To accept domestic animals (primarily dogs and cats) brought in by the Sheriff's Department related to law enforcement activities, including but not limited to at-large animals (Idaho Code 25-2804), impoundment (TCC 5-51), bite holds, rabies quarantine, animals involved in arrests, incarcerations, evictions, welfare checks, and animal-related investigations.

C. In the event that the TCSO needs to take an animal into custody as the result of an animal seizure in connection with the investigation of prosecution of a criminal case or under an animal cruelty and neglect case pursuant to Idaho Code 25-3501 or Code 25-2810, dangerous or at-risk dog, PAWS shall retain full discretions to accept or reject animals under Section B on a case-by-case basis. Nothing in this agreement requires PAWS to accept animals involved in a criminal case.

    1. PAWS agrees to provide shelter, and care for such animals for a maximum of 30-days. If the owner of the animal is unable to reclaim their animal or make arrangements for someone to claim the animal, the County has sole responsibility to obtain permission from the owner to surrender

their animal to PAWS for the purpose of rehoming or to find another suitable boarding facility to house the animal once the 30-day period has ended.

2. It is understood that PAWS will bill the County for any boarding fees the owner has accrued between the nights of impound and the maximum 30-day stay up to a maximum charge of $2,250. The county has the ability to pursue reimbursement of these fees from the owner/party responsible through the court system.

D. In each case where the TCSO brings an animal to the shelter, TCSO shall provide PAWS with the owner's information and shall reasonably assist PAWS in contacting the owner, as requested by PAWS.

E. PAWS shall act as an independent contractor in Teton County, ID enforcing Title 5, Chapter 1, Section 3 of Teton County, ID Ordinances regarding Animal Care and Control: Licenses and Rabies vaccination requirements.

1. License Required: All owners of dogs over six (6) months of age residing within the County of Teton must pay a license fee as set forth by resolution of the Teton County Board of Commissioners. Any violation of this Chapter, in which the license tag is not attached to the dog, may result in an additional violation.
2. Receipt: Said license shall be paid in accordance with provisions of Idaho Code Section 25- 2801, to the agent or officer of the county, as designated by the Board of County Commissioners, who shall thereupon give to the person paying it a dated receipt reciting the owner' s name and the number of the license, and also a tag or disc bearing the year of issue, the name of the county, and a license number corresponding with that mentioned in the receipt.
3. Duplicate Tag: In the event of loss of license tag, a duplicate, so stamped, shall be provided to the owner by the county, at a reasonable cost for each duplicate tag. When Required; Term; Relicensing: 1. 2. C. All dogs six (6) months and older shall be licensed within thirty (30) days of being brought into the County of Teton. All licenses shall be issued on the date applied therefore and shall expire one year from that date.

F. Application: The owner shall state at the time application is made for a license and upon a form provided for such purpose, their name and address; the name, breed, color and gender of each dog owned or kept by them, whether such dog has been spayed or neutered; and in the case of spayed or neutered dogs, the owner shall submit a certificate from a licensed veterinary surgeon that their dog or dogs have been spayed or neutered. Any dog for which no certificate is presented, certifying that such dog has been spayed or neutered, or for which a licensed veterinarian cannot certify that such dog has been spayed or neutered, shall be considered a not -spayed dog or not -neutered dog, and the owner shall be charged a license as though such dog were unaltered.

G. Certificate of Rabies Immunity: At time of application for a dog license, a current certification of rabies immunity from a licensed veterinarian must be presented.

H. When an owner reclaims a pet from the shelter that has been impounded as a stray or brought in by law enforcement, the owner shall be required to provide proof of a current rabies vaccination or a valid license. In the event the owner is unable to provide such proof, PAWS shall collect the fee for the ordinance violation.

3. Payment Terms

A. The County agrees to pay PAWS a contract fee of $5,000, plus a flat rate of $75 per day/per animal for each full day (or portion thereof) any animal brought into the shelter by the TCSO remains in PAWS' care.

B. PAWS will invoice the County monthly, and the County shall remit payment within 30 days of receipt of invoice.
C. Any revenue generated by the collection of licensing or ordinance violation fees will be retained by PAWS as a fee for services provided.

4. **Ownership and Disposition**

A. Animals brought to PAWS under this Agreement shall immediately become the responsibility of PAWS - PAWS shall have full discretion over the care, treatment, and ultimate disposition of the animals. This includes, but is not limited to, decisions regarding adoption, transfer to rescue or foster partners, and humane euthanasia when necessary.
B. The County acknowledges and agrees that PAWS assumes all responsibility for the animals upon intake and does not require further authorization from the County for disposition. The County further acknowledges that PAWS operates as a No-Kill Animal Shelter and will not decide an animal's outcome based solely on the amount of time spent at the shelter.

5. **No Exclusivity/Independent Contractor**

Nothing in this Agreement limits PAWS from establishing, governing, and providing other services to the public. PAWS is an independent contractor, and its board, officers, employees, volunteers, and other personnel are not employees, servants, agents, partners, or joint ventures of the County. PAWS has no authority to represent or act on behalf of the County or TCSO. PAWS has sole authority to determine the means by which it accomplishes the services set forth in Section 1 of the Agreement and to determine its adoption, redemption, boarding, relinquishment and other fees per PAWS budgetary needs.

6. **Term**

The term of this agreement shall be for the County's Fiscal Year 2026 (October 1, 2025 – September 30, 2026). While there should be no expectation of continued annual funding from the County, Subject to availability of funds from the County and successful application for Non-Profit Funding by PAWS in subsequent years, this agreement may be extended for successive one year renewal terms upon written agreement of the parties.

7. **Termination**

The Agreement may be terminated by either party for convenience at any time upon written notice provided at least thirty (30) days prior written notice. The Agreement may be terminated upon shorter notice by mutual agreement of the parties in writing. Because the Service Fee doesn't adequately cover the costs to run the shelter, the County will forfeit the Service Fee if the Agreement is terminated before the contract expires.

8. **Indemnification**

Each party agrees to hold harmless, defend, and indemnify the other party, its officers, agents, and employees from any claims, liabilities, or damages arising out of the performance of this Agreement, to the extent allowed by law and subject to the Idaho Tort Claims Act.

9. **Insurance**

Each party shall maintain insurance coverage customary and appropriate for their respective operations, including general liability insurance.

10. **Miscellaneous**

A. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
B. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes any prior agreements or understandings.
-C. Amendment: Any changes or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

BY:

PAWS – Providing Animal Welfare Services
By: _____
Name:
Title:
Date:

Teton County, Idaho
By: _____
Name: Brad Wolfe
Title: Chairman, Teton County Board of Commissioners
Date: