

RESOLUTION APPROVING CONTRACT WITH THE ASHTABULA COUNTY ANIMAL PROTECTIVE LEAGUE

WHEREAS, Janet Discher, Ashtabula County Administrator, has presented a Contract for the approval of the Board, to-wit:

PROVIDER: Ashtabula County Animal Protective League, 5970 Green Road, Ashtabula, OH 44004

SCOPE: Provide shelter and confinement for all dogs seized and impounded by the Dog Warden

COST: Not to Exceed, \$90,764 annually; paid in quarterly installments of \$22,691

TERM: Beginning retroactive to January 1, 2023 and terminating December 31, 2023

WHEREAS, this Board of Commissioners concurs with the recommendation of the County Administrator and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-138

March 07, 2023

**RESOLUTION APPROVING CONTRACT WITH THE ASHTABULA COUNTY ANIMAL
PROTECTIVE LEAGUE**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Absent**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

CONTRACT FOR SERVICES

WHEREAS, Ashtabula County, through the Board of County Commissioners, Ashtabula County (hereafter, "the County") has the statutory duty under Ohio Revised Code Section 955.15 to provide a suitable place for impounding dogs, and;

WHEREAS, APL is organized and incorporated under Ohio Revised Code Section 1717.05 as a not-for profit corporation and which exists to prevent acts of cruelty to animals; and

WHEREAS, the APL owns and operates an animal shelter at 5970 Green Road, Ashtabula, Ohio, which shelter is a suitable place to impound dogs (referred to as the "Shelter")); and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties covenant and agree:

I. OBLIGATIONS OF THE APL

1.1. Maintenance of Animal Shelter. The APL shall operate and maintain an animal shelter (the "Shelter") at 5970 Green Road, Ashtabula, Ohio, under the best practices of operation such of a shelter, and in compliance with all applicable laws, regulations, and ordinances. The APL shall make the Shelter available to the County and the Ashtabula County Dog Warden (referred to as the "Dog Warden") so they may fulfill their respective statutory duties. The APL shall be responsible for the day-to-day operation of the Shelter as a place where it is possible to keep impounded dogs for the periods of time required by law; to provide for dogs so it does not constitute cruelty to animals as defined in ORC Chapter 955, and, when necessary, to provide for the humane destruction of dogs by a method consistent with ORC §955.16(F).

1.2. Confinement and Posting of Dogs. The APL shall accept for shelter and confinement all dogs seized and impounded by the Dog Warden under ORC Chapter 955 or the Ashtabula County Sheriff's Department under ORC Chapter 959 or other provisions. Dogs seized by municipalities are not included within the terms of this contract. The APL reserves the right to separately contract with municipalities within Ashtabula County to house animals. The APL also reserves the right to provide care and shelter for other animals in need, consistent with its nonprofit mission, to the extent that such activity does not unreasonably interfere with its obligations under this Agreement.

APL agrees to post daily notices on the Shelter door describing the dogs seized by the

dog warden and the places where seized.

1.3 Feeding and Caring of Dogs. The APL shall properly feed and care for all dogs so confined including providing basic medical care for all dogs confined.

If the dog has been impounded by the Dog Warden, pursuant to ORC Chapter 955, and it is determined that the immediate humane destruction of the dog is necessary because of obvious disease or injury, then the APL shall not provide medical care for a dog other than to euthanize it humanely as follows:

- If the diseased or injured dog is registered, as determined from the current year's registration list maintained by the Dog Warden and the County Auditor of the county where the dog is registered, the necessity of destroying the dog shall be certified by a licensed veterinarian or a registered veterinary technician.
- If the dog is not registered, the decision to destroy it shall be made by the warden.

If the dog has been impounded by the Ashtabula County Sheriff, pursuant to ORC Chapter 959, and it is determined by a licensed veterinarian that immediate humane destruction of the dog is necessary because the dog is suffering as a result disease or injury, then the APL shall not provide medical care other than to euthanize it humanely.

Nothing in this provision shall be construed as to require the euthanizing of any dog at the expiration of the minimum redemption period.

1.4 Referrals to Dog Warden. The APL shall immediately refer to the Dog Warden all complaints about dogs not related to the cruel or inhumane treatment of the animals (running at large, no registration, and/or nuisance/dangerous/vicious designation). Such referrals may be made in person, electronically, or by any other mutually convenient mode of communication. Referrals related to the cruel or inhumane treatment of animals are to be made to the law enforcement agency with territorial jurisdiction.

1.5 Meetings - Quarterly and Annual. Representatives from the APL shall meet with the Dog Warden and County Administrator as needed by either party, but not less than once every six (6) months to discuss calls, shelter activity, and record keeping. Said meeting shall be at the Shelter, or some other place mutually agreed upon by them.

Representatives from the APL shall also meet with the County Administrator and/or County Commissioners as needed by either party, but not less than once every six (6) months to discuss calls, shelter activity, and record keeping. Said meeting shall be at the Office of the County Commissioners.

1.6 Reports -Quarterly. Representatives of the APL shall provide these quarterly written reports to the Dog Warden:

- dogs seized and impounded by the Dog Warden at the Shelter ("Impounded Dogs");
- the owner of each Impounded Dog, if known;
- the Impounded Dogs destroyed during the preceding week, including the reasons, method, and person authorizing the action;
- information on each Impounded Dog redeemed from the Shelter, including the identity and location of the organization or person who redeemed the dog;
- the number of all dog registrations issued

The APL shall submit quarterly reports by email to the county administrator to show overall Shelter activity. The APL may submit the reports electronically or in writing in such manner as may be mutually acceptable.

1.7 Dog Registrations. The APL agrees to actively encourage and promote the registration of dogs and kennels under ORC Chapter 955. The APL will not release any dog from the Shelter without first confirming that the owner has registered the dog as required by law. The APL will sell dog registration tags to the owners of all unregistered dogs redeemed by their owners before releasing the dog from the Shelter. Further, the APL will also sell dog registration tags to all individuals who adopt dogs from the APL prior to the dog leaving the Shelter. The APL also agrees that when it participates in an adoption event away from the Animal Shelter, the APL agrees not to release the animal to the adopting party without proof that the animal is properly registered.

The APL agrees that it will use the dog registration system/software approved by the County Auditor's office in the sale of every registration/tag. When registering a dog at the Animal Shelter, the APL will enter the required information through the Auditor's electronic system at the time of registration. For any registration issued at an off-site adoption event, the APL may issue the registration based on a "paper" application if connecting to the electronic system is impossible; however, the APL will enter any such registration into the electronic system within twenty-four (24) hours of the adoption.

The APL agrees to remit to the County Auditor all fees collected from the sale of registrations/tags, net of any fee or commission the APL may retain as the sales agent, on Friday of each week. In any week that the County Auditor is not open for business on Friday, the APL shall remit the fees collected on the next business day the County Auditor is open for business. The APL and the County Auditor may agree in writing for the APL to remit fees on a different day of the week without otherwise amending this Agreement, In no event shall fees be unpaid beyond 30 days of receipt by the APL.

The Ashtabula County Auditor, Ashtabula County Treasurer, Ashtabula County Dog Warden, and/or the Ashtabula County Board of Commissioners, or their respective designee(s), shall have the right to review or audit the records related to the sale of dog registration tags within a reasonable time after requesting to do so. If the audit shows that the APL has failed to remit the dog registration fees to the Ashtabula County Auditor or failed to sell the dog registration tags as required by law and this Agreement, the County may deduct the fees and any related penalties due from the amount otherwise due to the APL from the County. If such review or audit discloses material noncompliance, the County may assess the cost of such review against the APL and deduct that cost from the next payment due to the APL.

1.8 Shelter Policies. The APL shall have authority, in its reasonably exercised discretion to establish policies and procedures for the operation and maintenance of the Shelter, including policies and procedures involving animal care and the conduct of persons on Shelter property. The APL shall create and revise such policies and procedures as needed, after consultation with the Dog Warden, keeping in mind the welfare and safety of animals and people, and the efficient and cost-effective management of the Shelter. Copies of all written policies and procedures shall be provided to the Dog Warden and shall be provided to members of the public upon request.

1.9 Animal Seizures. All parties shall use reasonable efforts to keep informed about the current number of animals in the Shelter and maximum number of animals that can be reasonably maintained in accordance with Shelter policy. In such case the APL is unable to accept, maintain or care for animals within its stated capacity in its shelter, the APL can facilitate housing with other agencies, rescues, or facilities on behalf of the county. In any proceeding involving an alleged violation of ORC Chapter 959 where animals are housed at the Shelter, the APL shall be deemed the impounding agency and shall be entitled to such funds paid by any party as may be necessary to compensate or reimburse the impounding agency for the actual costs of caring for said animals. Costs shall be \$15 per day per animal for food and board, plus costs of veterinary care, medications and other costs of care.

1.10 Disposition of Dogs. The APL shall have authority to sell or otherwise dispose of dogs under such conditions and for such compensation as it deems appropriate for (a) all dogs seized or delivered to Shelter by the Dog Warden after the mandatory waiting period has elapsed pursuant to ORC §955.12; and (b) all dogs seized or delivered to the Shelter three days after a finding of no probable cause pursuant to ORC §959.132; and (c) upon court order.

1.11 Equal Opportunity Employer. The Parties shall comply with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the

ORC or any other applicable state or federal law, and that it shall continue its compliance during the term of this contract.

1.12 Insurance. The APL shall carry and maintain at its cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law; b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than these amounts:

General Aggregate Limit: \$1,000,000 each occurrence;

Each Occurrence Limit: \$1,000,000 each occurrence; and c. Commercial automobile liability coverage including non-owned and hired, in an amount not less than \$1,000,000.

The APL shall provide a Certificate of Insurance or other evidence of coverage acceptable to the County within 5 days after a request by the County.

1.13 Hold Harmless. To the fullest extent permitted by law, the APL shall and agrees to indemnify and hold harmless the County and its members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which: (a.) arise out of, are caused by or result from performance of the APL's services; and (b.) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use and resulting consequential damages.

II. OBLIGATIONS OF THE COUNTY

2.1 Payment. In consideration of the obligations assumed by the APL to house, feed and care all dogs impounded within Ashtabula County in the calendar year 2021 the County shall pay to APL Eighty Thousand Five Hundred Dollars (\$90,764) for the year 2023, which the County expressly finds is a reasonable compensation to the APL for services performed. The County will pay that amount in equal quarterly installments and due on the first day of February, May, August, and November.

For dogs seized by the dog warden pursuant to a court order issued under ORC Section 955.12, APL will also charge, and County will pay, an additional \$15/day after the first 14 days.

2.2 Dog Warden. The County will employ a full-time Dog Warden and such deputies as the Commissioners in their sole discretion deem necessary to fulfill the County's

statutory obligations pursuant to Chapter 955 of the ORC.

The Dog Warden will utilize forms created/approved by the Ashtabula County Prosecutor's Office for the designation of all seized dogs. The Dog Warden will fill out a designation form for each seized and impounded dog and provide copies to the APL for their use/convenience.

2.3 Vehicles. Provide necessary vehicles to the Dog Warden at the sole expense of the County for the Dog Warden to perform their statutory duties.

III. DISPOSITION OF IMPOUNDED DOGS

3.1 Redemption and Disposition of Impounded Dogs. Dogs registered on the list maintained by the Ashtabula County Auditor that are seized by the Dog Warden shall be kept, fed, and housed for at least fourteen (14) days.

Unregistered dogs shall be kept, housed, and fed for at least three (3) days for redemption as provided by ORC Section 955.18.

Any dog seized by the dog warden pursuant to a court order issued under ORC Section 955.12 shall be kept, fed, and housed until a court order is issued governing a final disposition of the dog.

Any dog seized by the Ashtabula County Sheriff's Department pursuant to ORC Section 959.132, shall be kept, fed, and housed until a probable cause order issues from the court.

Pursuant to ORC 955.16(A)(3), the APL will grant the owner, harborer, or keeper any request for an additional forty-eight (48) hours beyond the applicable redemption period in order to redeem a dog.

The APL shall provide the Dog Warden and ACHS humane agent means to access to the Shelter during normal business hours and for emergencies, after hours and on weekends.

Any dog not redeemed within the applicable redemption period shall be deemed donated to the APL, at which time the APL assumes all responsibility for their care and may dispose of the animal as it deems appropriate.

3.2 Notices to Dog Warden. The APL shall notify the Dog Warden of any dog designated for humane destruction. Further, the APL will continue to provide a freezer or other means for temporary storage of deceased dogs as may be deemed necessary.

IV. GENERAL TERMS AND CONDITIONS

4.1. Term. The term of this contract shall be for one year, commencing on January 1, 2023 and ending on December 31, 2023 unless sooner terminated under provision 4.2. The term of this contract shall extend for one (1) one-year period upon the same terms and conditions set forth herein, unless either party gives the other party sixty (60) days advance written notice of its intent not to renew.

4.2. Means of Termination. Means of Termination. The County may terminate this Agreement with 30 day's written notice for a material violation of the terms of this Agreement. When the County believes that there has been a material violation of the terms of this Agreement, it shall first provide written notice to APL and ACHS. The violating party shall have an opportunity to cure said material violation by immediately taking all reasonable and necessary actions to resolve such material violation, and continuing such efforts until such material violation is resolved to the satisfaction of the County. In any event, a material violation must be cured no later than 30 days after notice is provided. This Agreement may also be terminated by the County without cause upon sixty (60) days written notice to the APL. This Agreement may be terminated at any time upon the mutual consent of the Parties. This Agreement shall terminate immediately upon the termination of the APL corporation's nonprofit status. All prospective responsibilities and obligations of either party shall end upon the termination date, except that the County shall pay the contracted annual amount pro rata to APL through the date of termination. Upon termination and/or nonrenewal of this Agreement, the APL shall immediately turnover provide a copy of all records relating to the Agreement to the County.

4.3 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

4.4 Modifications. This Agreement may be amended only by a written modification signed by the Parties. The maximum financial obligation of the County shall not be exceeded unless such additional funds are appropriated and approved by the Ashtabula County Board of County Commissioners, certified as available by the Ashtabula County Auditor and an appropriate amendment is approved by both parties.

4.5 Law of Ohio. The Contract and any modification, amendments or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio. All claims, disputes, and other matters in question arising out of, or relating to, this Contract or its breach, shall only be brought in the Ashtabula County Common Pleas Court, General Division.

4.6 Notices. Any notices, demands, requests, consents or approvals given, required, or permitted to be given shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at these addresses:

TO THE COUNTY:

County Administrator, 25 West Jefferson Street, Jefferson, OH 44047

TO THE DOG WARDEN:

Dog Warden, 25 West Jefferson Street, Jefferson, OH 44047

TO THE APL:

5970 Green Road, Ashtabula, Ohio

-
Notice shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The APL, the County, or the Dog Warden, by notice given, may designate any further or different addresses to which later notices, certificates, requests or other communications shall be sent.

4.7. Severability. Any provision or part of this contract held to be void and unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall be deemed valid and binding upon the parties, who agree that the contract documents shall be reformed to be as close as possible to the intent of the stricken provision.

This Agreement is executed and made effective as provided above.

Ashtabula County Animal Protective League:

[Signature], Executive Director Date: *2/15/23*
Gary Glawser

Ashtabula County Commissioners:

[Handwritten signature]

Date: 8/11/23

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

2005.001.100-601 Fund

Not to exceed: \$90,764.00

for year 2023 and free from any previous encumbrances.

Agreement Title: Animal Protective League Contract.



**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: February 28, 2023