

RESOLUTION APPROVING THE PRE-DEPLOYMENT COOPERATIVE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE HUMANE SOCIETY OF THE UNITED STATES

WHEREAS, a Pre-Deployment Cooperative Agreement has been presented for the approval of the Ashtabula County Board of Commissioner's to-wit:

Purpose: provide guidance, expertise and assistance with an animal rescue operation of approximately 400 animals who will or may need to receive transportation and/or veterinary care, expected to occur on January 11, 2025 in or around Ashtabula County in the State of Ohio. Rescued animals shall at all times be considered to be in the custody of Ashtabula County.

Parties: Ashtabula County Commissioners
25 West Jefferson Street
Jefferson, Ohio 44047

Humane Society of the United States, a Delaware corporation
1255 23rd St., N.W., Ste. 450
Washington, DC 20037

Term: one year from the date of last signature

NOW, THEREFORE BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Pre-Deployment Cooperative Agreement is hereby approved with a copy of this agreement is now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-48

January 14, 2025

**RESOLUTION APPROVING THE PRE-DEPLOYMENT COOPERATIVE AGREEMENT
BY AND BETWEEN ASHTABULA COUNTY BOARD OF COMMISSIONERS AND
THE HUMANE SOCIETY OF THE UNITED STATES**


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

VOTE:

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

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.



Crystal Sturgill, Clerk of the Board,
Board of County Commissioners
Ashtabula County, Ohio

Acting

PRE-DEPLOYMENT COOPERATIVE AGREEMENT

(HSUS with Initiating Organization)

This Cooperative Agreement ("Agreement") is made as the date of the last signature below, by and between

1. The Humane Society of the United States ("The HSUS"), a Delaware corporation with offices at 1255 23rd St., N.W., Ste. 450, Washington, D.C. 20037; and
2. Ashtabula County Commissioners ("the Initiating Organization"), with offices at 25 W Jefferson Street, Jefferson, OH 44047.

RECITALS

- R1. The Initiating Organization has requested the assistance of The HSUS in connection with an animal rescue operation that is expected to occur on January 11, 2025, in or around Ashtabula County in the State of Ohio (the "Animal Rescue Operation").
- R2. As a result of the Animal Rescue Operation, the parties expect that approximately 400 animals (the "Rescued Animals") will or may need to receive transportation and/or veterinary care.
- R3. The Initiating Organization has requested The HSUS to assist the Initiating Organization on the terms specified in this Agreement.

AGREEMENT

Therefore, for and in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Rescued Animals.** The Rescued Animals shall at all times be considered to be in the custody of the Initiating Organization and nothing in this Agreement is intended to convey custody or ownership of the Rescued Animals to The HSUS.
2. **HSUS Obligations.** The HSUS shall do the following:
 - a. Providing guidance, expertise, and handling to the Initiating Organization.
 - b. Provide sanitary and humane transportation, as necessary.
 - c. Provide humane euthanasia as necessary.
4. **Initiating Organization-Related Issues.** The Initiating Organization acknowledges and agrees that The HSUS is only providing guidance and expertise to the Initiating Organization and capture and handling of the Rescued Animals.

The HSUS shall fully cooperate with all reasonable requests by the Initiating Organization, or any other federal, state or local authorities with jurisdiction, for information regarding the Rescued Animals.

5. **Hold Harmless.** The Initiating Organization agrees to hold harmless and defend The HSUS, and its directors, officers, employees, contractors, volunteers, and others acting on its behalf, from and against any and all claims made by any person or entity (including but not limited to the owner of the Rescued Animals and/or the target or subject of the Animal Rescue Operation) related in any way to:
- a. the investigation underlying the Animal Rescue Operation;
 - b. any criminal, civil, or administrative prosecution stemming from or associated with the Animal Rescue Operation;
 - c. The HSUS's transportation, treatment, and/or care of the Rescued Animals;
 - d. The HSUS's presence on any private property, including that on which any of the Rescued Animals were found and/or from which any of the Rescued Animals were seized or otherwise obtained; and/or
 - e. any other aspect of The HSUS's performance of this Agreement.

The Initiating Organization's duty to hold harmless shall include all costs of defense, including reasonable attorneys fees, incurred by The HSUS in any action subject to this provision.

This duty shall be in addition to any other statutory or common law rights to which The HSUS may be entitled by virtue of its performance of this Agreement and its efforts on behalf of and at the request the Initiating Organization including but not limited to sovereign immunity, governmental immunity and/or rights under applicable tort claims acts.

6. **Term.** This Agreement shall be binding upon The HSUS and the Initiating Organization for one year from the date of the last signature below. The hold harmless obligations of the Initiating Organization described above in Section 5 shall survive the termination or expiration of this Agreement.
7. **Media and Public Relations.** The HSUS and the Initiating Organization recognize, acknowledge, and agree that The HSUS will not be charging the Initiating Organization for the services being provided by The HSUS under this Agreement and that The HSUS is required to obtain alternative sources of funding for its participation in the Animal Rescue Operation and similar activities in support of other organizations. The Initiating Organization therefore authorizes The HSUS to take photographs and record audio and video of The HSUS's participation in the Animal Rescue Operation and to publish and disseminate such photographs, audio and video, together with written accounts of The HSUS's participation in the Animal Rescue Operation, to local and national media outlets, on The HSUS's website, and in The HSUS's electronic and print communications. Recognizing the interests of the Initiating Organization, for the thirty (30) days following the date of the Animal Rescue Operation, The HSUS will provide the Initiating Organization with copies of material to be published or disseminated (including press releases, photographs, B-Roll video) no less than three (3) hours prior to the material's release to media outlets and/or the public. The Initiating Organization agrees that it will advise The HSUS of any specific objections to the release of specific material provided for review within the three (3) hour period. The HSUS will give good faith consideration to the Initiating Organization's objections but the final decision to release the material shall be solely that of The HSUS. The

Initiating Organization also agrees that it will notify The HSUS of the conclusion of any civil or criminal proceedings related to the Animal Rescue Operation.

8. **Relationship of Parties.** Nothing contained in this Agreement is intended to or should construed to create the relationship of partnership or joint venture, trustee and beneficiary or of any other association between the parties hereto other than as specifically stated herein.
9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **Waiver.** No waiver of default by any party hereto shall be implied from any omission by such party to take action on account of any default. One or more waivers of any covenant, term or condition of this Agreement by a party or parties hereto shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of subsequent or similar acts by a party or parties hereto.
11. **Amendments.** This Agreement may only be amended or changed by a written instrument signed by the party hereto against whom the change is sought to be enforced.
12. **Captions.** The captions and paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original. Such counterparts together shall constitute a single Agreement.
14. **Choice of Law.** Except as specified in this paragraph, this Agreement shall be governed by and construed according to the laws of the District of Columbia, without regard for its conflicts of laws doctrines. Notwithstanding the general choice of law provision, it is the parties' intention, forming part of the consideration of this Agreement, that The HSUS shall be entitled to and have the protection and benefit of the laws (including but not limited to immunity or other protections from suit), of any jurisdiction(s) in which:
 - a. the Initiating Organization operates or is authorized to operate;
 - b. the Animal Rescue Operation was conducted;
 - c. the investigation that prompted the Animal Rescue Operation is or was pending;
 - d. any criminal, civil or administrative prosecution resulting from the Animal Rescue Operation is or was pending; and/or
 - e. The HSUS provided assistance to the Initiating Organization pursuant to this Agreement.

Nothing in this Agreement shall be construed to limit any rights that the Initiating Organization or other federal, state or local law enforcement authorities may have under the laws of any other jurisdiction to compel the production of the Rescued Animals, documentation related thereto, or other evidence by subpoena or other legal process in connection with any investigation or litigation.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral.
16. **Authority.** Each party hereto warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party, and any governmental unit of which the party is a part, to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have, by their authorized agents, signed and delivered this Agreement as of the date of the last signature below.

"The HSUS"

The Humane Society of the United States

By: Anna Frostic
(Signature)

Name: Anna Frostic

Title: Senior Vice President, Programs & Policy

Date: 1/13/2025

"The Initiating Organization"

Ashtabula County Commissioners

By: J.P. Ducro, IV
(Signature)

Name: J.P. Ducro, IV

Title: Commissioner, President

Date: 1-14-25

By: Casey R. Kozlowski
(Signature)

Name: Casey R. Kozlowski

Title: Commissioner, Vice President

Date: 1-14-25

By: Kathryn L. Whittington
(Signature)

Name: Kathryn L. Whittington

Title: Commissioner

Date: 1-14-25