

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE GEAUGA COUNTY BOARD OF COMMISSIONERS FOR THE IMPOUNDMENT AND CARE OF DOGS

WHEREAS, the Ashtabula County Board of Commissioners is required pursuant to Ohio Revised Code § 955.15 to provide a suitable place for the impoundment of dogs; and

WHEREAS, the Geauga County Board of Commissioners owns and operates an animal shelter located at 12513 Merritt Road, Chardon, Ohio, which is suitable for the impoundment, housing, care, and disposition of dogs seized under Ohio Revised Code Chapter 955; and

WHEREAS, the Parties desire to enter into an agreement whereby dogs seized in Ashtabula County may be impounded at the Geauga County Animal Shelter, and Geauga County will provide shelter operations, care, reporting, and disposition services in accordance with applicable law; and

WHEREAS, the agreement establishes responsibilities for shelter operations, animal care, redemption periods, reporting, payment terms, insurance requirements, and other administrative provisions for the calendar year 2026, commencing retroactive to January 1, 2026 terminating on December 31, 2026, with one-year automatic renewal unless notice of written cancellation; now

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Ashtabula County, Ohio:

1. That the Board hereby approves the Agreement with the Geauga County Board of Commissioners for the impoundment, housing, care, and disposition of dogs seized in Ashtabula County pursuant to Ohio Revised Code Chapter 955.
2. That payment for services shall be made in accordance with the fee schedule and quarterly payment terms set forth in the Agreement.
3. That this Resolution shall take effect immediately upon adoption.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-128

March 03, 2026

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE ASHTABULA
COUNTY BOARD OF COMMISSIONERS AND THE GEauga COUNTY BOARD OF
COMMISSIONERS FOR THE IMPOUNDMENT AND CARE OF DOGS**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

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

**Aye
Aye
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.



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



GEAUGA COUNTY BOARD OF COMMISSIONERS

Carolyn Brakey, Esq. James W. Dvorak Ralph Spidalieri

12611 Ravenwood Drive, Suite 350 • Chardon, Ohio 44024

March 31, 2026

Matt Granito, Dog Warden
Gauga County Dog Warden
12513 Merritt Road
Chardon, Ohio 44024

Dear Mr. Granito:

Please be advised that during session on March 31, 2026, the Board of County Commissioners took the following action:

Motion: by Commissioner Brakey, seconded by Commissioner Spidalieri to approve and execute the Agreement for Services between the Ashtabula County Board of Commissioners and the Geauga County Board of Commissioners that allows the Geauga County Dog Warden to accept for shelter and confinement dogs seized and impounded by the Ashtabula County Dog Warden, pursuant to O.R.C. Chapter 955, which includes to house, feed and care for all dogs, providing minimal medical care if necessary and humane destruction of a dog if necessary, until an owner is found, the dog is placed or adopted, with Ashtabula County paying Geauga County quarterly if the dog(s) are taken back \$15.00 per dog per day for daily board, plus medical costs if necessary and if the dog is kept by Geauga for adoption or euthanasia, a flat fee of \$200.00, commencing January 1, 2026 and ending December 31, 2026 and will be renewed automatically for one additional term of one year through December 31, 2027, unless otherwise terminated.

Roll Call Vote:	Commissioner Spidalieri	Aye
	Commissioner Brakey	Aye
	Commissioner Dvorak	Aye

Very truly yours,

Christine Blair
Commissioners' Clerk

c: ✓ Ashtabula County Commissioners / Dog Warden

AGREEMENT FOR SERVICES

WHEREAS, the Ashtabula County Board of Commissioners("Ashtabula") has the statutory duty under Ohio Revised Code (O.R.C.) § 955.15 to provide a suitable place for impounding dogs, and;

WHEREAS, the Geauga County Board of Commissioners ("Gauga") owns and operates an animal shelter at 12513 Merritt Road, Chardon, Ohio, which shelter is a suitable place to impound dogs ("Shelter"); and

WHEREAS, Ashtabula and Geauga (individually "Party" or collectively "Parties") seek to enter into an agreement ("Agreement") whereby dogs seized in Ashtabula County under the authority of O.R.C. Chapter 955 may be impounded at the Shelter and the services referenced herein may be provided by Geauga.

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

1.1. Maintenance of Animal Shelter. Geauga shall operate and maintain the Shelter in compliance with applicable law. Geauga shall make the Shelter accessible to the Ashtabula County Dog Wardens ("Ashtabula Dog Warden" or "Dog Wardens") only when the Geauga County Dog Warden or his staff is available and can be in attendance. Geauga 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 and, when necessary, to provide for the humane destruction of dogs.

1.2. Confinement and Posting of Dogs. Geauga shall accept for shelter and confinement dogs seized and impounded by the Ashtabula Dog Wardens under O.R.C. Chapter 955 and transported to the Shelter and shall maintain any public records pertaining to the intake and disposition of the dogs. Dogs seized by municipalities in Ashtabula County are not included within the terms of this Agreement. Ashtabula reserves the right to also contract with other entities, public or private, for the impoundment and disposition of dogs during the term of this Agreement.

The Ashtabula Dog Wardens shall post daily notices on the Ashtabula Dog Warden's website or such other location as deemed appropriate by the Dog Wardens describing the dogs seized by the Dog Wardens and the places where seized. Geauga may, but is not required to, post daily notices on the Geauga County Dog Warden's website also providing that information.

1.3 Feeding and Caring of Dogs. Geauga shall properly feed and care for all dogs so confined under this Agreement, including providing basic medical care for all dogs confined, as determined to be necessary in the Geauga County Dog Warden's sole discretion.

The Ashtabula Dog Wardens shall immediately notify the Shelter if any dogs provided for impoundment or disposition are dogs registered and on the list maintained by the Ashtabula County Auditor. Any registered dogs seized by the Dog Wardens shall be kept, fed, and housed in the Shelter for at least fourteen (14) days, or as otherwise required by law.

Unregistered dogs shall be kept, housed, and fed at the Shelter for at least three (3) days for redemption as provided by O.R.C. § 955.18, or as otherwise required by law. Any owners seeking to redeem an unregistered dog must secure a dog license and tag for the dog(s) from Ashtabula County before the dog can be removed from the Shelter.

Any dog seized by the Dog Wardens pursuant to a court order issued under O.R.C. § 955.12 shall be kept, fed, and housed at the Shelter until a court order is issued governing a final disposition of the dog or as otherwise required by law.

Pursuant to O.R.C. § 955.16(A)(3), Geauga will, if appropriate, grant a request by the owner, harbinger, or keeper for an additional forty-eight (48) hours beyond the applicable redemption period in order to redeem a dog.

Any dog not redeemed within the applicable redemption period shall be adopted out, donated to any person, or otherwise disposed of in accordance with applicable law by the Shelter.

If the dog has been impounded by the Dog Wardens pursuant to O.R.C. Chapter 955, and if it is determined that the immediate humane destruction of the dog is necessary

in accordance with O.R.C. 955.16(A)(1) or applicable law because of obvious disease or injury, then Geauga 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 Ashtabula Dog Wardens 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 Parties' Dog Wardens jointly.

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

Gauga shall notify the Dog Wardens, if necessary, of any dog designated for humane destruction. Further, Geauga will continue to provide a freezer or other means for temporary storage of deceased dogs as may be deemed necessary by mutual agreement of the Parties.

1.4 Meetings. Representatives from the Parties shall meet as needed by either party, but not less than once every six (6) months to discuss matters of mutual concern. Said meeting shall be held digitally, or in some place mutually agreed upon.

1.5 Weekly Reports. The Dog Wardens shall produce weekly written reports indicating the following to the Parties:

- dogs seized and impounded by the Dog Wardens 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; and
- information on each Impounded Dog redeemed from the Shelter, including the identity and location of the organization or person who redeemed the dog.

The Dog Wardens may submit the reports to the Parties electronically or in writing

in such manner as may be mutually acceptable.

1.6 Shelter Policies. Geauga 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. Geauga may create and revise such policies and procedures as needed, 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 Wardens.

1.7 Animal Seizures. The Parties shall use reasonable efforts to keep constantly informed about the current number of dogs in the Shelter and the maximum number of dogs that can be reasonably maintained as determined by the Geauga County Dog Warden. Geauga shall not be required to accept, maintain or care for animals above its capacity. The Geauga County Dog Warden has the sole discretion to accept or reject a dog from Ashtabula County.

1.8 Disposition of Dogs. Geauga 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 Wardens after the mandatory waiting period has elapsed pursuant to O.R.C. § 955.16; and/or (b) after a court order is issued. Any dogs deemed unavailable for adoption based on social behaviors such as aggression or health issues will be first reported to the Ashtabula County Dog Warden prior to euthanasia. The Ashtabula Dog Warden may ask to take back custody prior to euthanasia.

1.9 Equal Opportunity Employer. The Parties shall comply with all applicable equal employment opportunity requirements under law, if required by O.R.C. § 153.59 or any other applicable state or federal law, and that it shall continue its compliance during the term of this contract.

1.10 Payment. In consideration of the obligations assumed by Geauga to house, feed and care for all dogs seized in Ashtabula County and impounded by the Dog Wardens under the authority granted by O.R.C. Chapter 955 in the calendar year 2026, Ashtabula shall pay to Geauga the following amounts:

- If Ashtabula ultimately takes the dog(s) back: \$15 per dog per day (daily

board) plus the medical costs associated with each seized and impounded dog;
or

- If the dog is kept by Geauga for adoption or euthanasia: a flat fee of \$200.
- All fees, costs, etc. for each dog shall be memorialized in writing by the Parties.

Ashtabula will pay all fees and costs incurred by Geauga in quarterly installments on or before the last day of April, July, October, and January. Geauga reserves the right to increase the fees and costs, as necessary, upon providing Ashtabula with thirty (30) days' prior written notice. Ashtabula's obligation to pay Geauga County is not dependent in any way on Ashtabula's ability to collect payment from the owner(s) of a dog(s).

1.11 Dog Warden. Ashtabula 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 O.R.C. Chapter 955. The Dog Wardens will fill out a designation form for each seized and impounded dog and provide copies to the Parties for their use and convenience. Ashtabula will provide necessary vehicles to the Dog Wardens at the sole expense of Ashtabula for the Dog Wardens to transport the dogs to the Shelter and/or to otherwise perform their statutory duties.

1.12 Term. The term of this contract shall be for one year, commencing on January 1, 2026 and ending on December 31, 2026 unless sooner terminated under provision 1.13. The term of this contract shall be renewed automatically for one additional term of one year, commencing on January 1, 2027 and ending on December 31, 2027, unless a Party notifies the other to the contrary with sixty (60) days prior written notice.

1.13 Means of Termination. When either Party believes that there has been a material violation of the terms of this Agreement, it shall first provide written notice upon the violating Party. 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 non-violating Party. In any event, a material violation must be cured no later than thirty (30) days after notice is provided. This Agreement may also be terminated at any time by a Party without

cause for any reason or no reason upon sixty (60) days prior written notice to the other Party. This Agreement may also be terminated at any time upon the mutual consent of the Parties. Any terms, conditions or representations contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of the Agreement unless expressly provided otherwise in this Agreement. Ashtabula shall remain obligated to pay any outstanding fees, costs, etc. incurred by Geauga through the date of termination. Prior to the effective date of termination, Ashtabula shall pick up any remaining dogs at the Shelter and secure the impoundment and any other services for the dogs at locations other than the Shelter. Upon termination or nonrenewal of this Agreement, Geauga shall provide a copy of all requested records relating to the Agreement to Ashtabula.

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

1.15 Modifications. This Agreement may be amended only by a written modification signed by the Parties.

1.16 Law of Ohio. The Agreement 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 Agreement or its breach, shall only be brought in a court of proper jurisdiction in Geauga County or Ashtabula County.

1.17 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 electronic mail with a read receipt, to the other Party at these addresses:

TO GEAUGA:

Matt Granito
Gauga County Dog Warden
Email: MGranito@CO.GEAUGA.OH.US

and

Amy Bevan
Geauga County Administrator
Email: ABevan@geauga.oh.gov

TO ASHTABULA:

Janet Disher
Ashtabula County Administrator
Email: JLDischer@ashtabulacounty.us

and

Davit Britton
Ashtabula County Dog Warden
Email: DABritton@ashtabulacounty.us

Notice shall be deemed received upon actual receipt The Parties, by notice given, may designate any further or different addresses to which later notices, certificates, requests or other communications shall be sent.

1.18 **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.

1.19. **Insurance.** Ashtabula shall maintain general liability insurance in the minimum amount of One Million Dollars (\$ 1,000,000.00) per occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate, and the policy shall list Geauga as an additional insured for the term of this Agreement.

Geauga County Commissioners:

Ashtabula County Commissioners:

Jane W. Drosch
Carolyn Brooks
Ralph Hill

[Signature]
[Signature]
[Signature]

Date: 03-31-2022

Date: 3-3-22

Approved as to form:

Approved as to form:

[Signature]
 Geauga Co. Prosecutor's Office

[Signature]
 Ashtabula Co. Prosecutor's Office

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT BELOW

Agency Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Avenue #1 Howell, MI, 48843	February 26, 2026
COVERED MEMBER Ashtabula County Board of Commissioners 25 W. Jefferson St. Jefferson, OH 44047	COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH: <p style="text-align: center;"> COUNTY RISK SHARING AUTHORITY 209 EAST STATE STREET COLUMBUS OHIO 43215 </p> JOINT SELF INSURANCE POOL FORMED UNDER OHIO REVISED CODE CHAPTER # 2744

COVERAGES:
 THIS IS TO CERTIFY THAT THE AGREEMENT WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAS BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

TYPE OF COVERAGE	MEMBER NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY, ERRORS AND OMISSIONS LIABILITY INCLUDING EMPLOYMENT PRACTICES; LAW ENFORCEMENT LIABILITY	0130	5/1/2025	5/1/2026	\$1,000,000
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES	0130	5/1/2025	5/1/2026	\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT	0130	5/1/2025	5/1/2026	Per Schedules on File
PRIVACY OR SECURITY LIABILITY AND EXPENSES	0130	5/1/2025	5/1/2026	\$2,000,000
EXCESS LIABILITY (EXCLUDES PRIVACY/SECURITY LIABILITY)	0130	5/1/2025	5/1/2026	\$4,000,000
EXCESS LIABILITY II (EXCLUDES PRIVACY/SECURITY LIABILITY)	0130	5/1/2025	5/1/2026	\$6,000,000
CRIME: EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE	0130	5/1/2025	5/1/2026	\$1,000,000

DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS

Certificate Holder is included as a Covered Party as defined in the CORSA Coverage Agreement with regard to Assistance with Ashtabula County Dog Warden, but only with respect to General Liability coverage.

CERTIFICATE HOLDER Geauga County Board of Commissioners 12611 Ravenwood Dr Chardon, Ohio 44024	CANCELLATION: SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING POOL WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.
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James Baker
 AUTHORIZED REPRESENTATIVE