

**Comprehensive Rabies Control Program Agreement
By and Between
Franklin County Public Health
and
Franklin County Board of Commissioners**

This Comprehensive Rabies Control Program Agreement (the "Agreement") is made and entered into at Columbus, Ohio, by and between the Franklin County Public Health ("FCPH"), pursuant to and under authority of Resolution No. _____, dated _____, 2023 and the Franklin County Board of Commissioners, on behalf of the Department of Animal Care and Control, ("Commissioners), pursuant to and under authority of Resolution No. _____ dated _____, 2023. FCPH and Commissioners may be individually referred to as a "Party" or collectively referred to as "Parties" herein.

WHEREAS, FCPH and Commissioners have previously conducted a comprehensive Rabies Immunization and Control Program (the "Program"), which has benefited all citizens of Franklin County; and

WHEREAS, the Parties to this Agreement, in recognition of the benefits provided to the citizens of their respective jurisdictions by the Program, desire to continue the Program; and

WHEREAS, this Agreement is authorized pursuant to Ohio Revised Code ("O.R.C.") § 307.15 & §307.153; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties to this Agreement hereto do mutually agree as follows:

1. The Commissioners shall purchase supplies necessary to capture stray, unowned, or wild animals that were involved with a bite, scratch, other possible rabies exposures, or suspected to have rabies. Supplies may include, but are not limited to, canned pet food, live traps, bat traps, nets, and transportation containers.
2. The Commissioners will respond to bite complaints involving dogs that have a known owner, keeper or harbinger when there has been an alleged confinement violation of O.R.C. §955.22 (C) or §955.22 (D), and Franklin County Public Health Regulation 104, as time allows. If reasonable suspicion exists that a bite/scratch occurred, Commissioners will impound these dogs, or issue a Notification of Quarantine to the dog owner, keeper or harbinger, and notify FCPH within two (2) business days.

3. The Commissioners will respond to complaints related to bite and/or scratch incidents and make every reasonable effort to impound suspected rabid stray or owned dogs, or stray un-owned cats, and quarantine these animals at the Franklin County Dog Shelter. The quarantine period for these animals shall not be less than ten (10) days from the date on which the person was bitten or otherwise exposed. If the animal dies or is euthanized before the quarantine period expires, then the Commissioners shall notify FCPH and FCPH shall submit the head of the dog or cat to the Ohio Department of Health laboratories for rabies testing. The Commissioners, at their discretion or under the direction of FCPH may immediately euthanize an animal if it exhibits signs of rabies or cannot be quarantined because of temperament and behavior, or availability of resources or shelter space.
4. The Commissioners may release owned dogs and cats from the Franklin County Dog Shelter to the owner, keeper or harbinger prior to the end of the quarantine period only after FCPH has been notified, approved of the release, and a Notification of Quarantine has been issued to the owner, keeper or harbinger by the Commissioners. The Commissioners must forward a copy of this notice to FCPH within two (2) business days. Owned animals that are quarantined at the Franklin County Dog Shelter shall be held at the owner's expense.
5. The Commissioners will respond and make every reasonable effort to impound wild animals or owned wild animals that have been involved in a bite or scratch to a human or have otherwise created a possible exposure to rabies. These types of animals will be limited to raccoons, skunks, bats, foxes, and coyotes. FCPH authorizes that all wild animals shall be euthanized immediately after impoundment and prepared for rabies testing. Any wild animal or owned wild animal that FCPH requests be prepared for rabies testing, other than those listed above, may be subject to a preparation fee of Thirty Dollars (\$30) per animal. The types of wild animals that are subject to the preparation fee include, but are not limited to, gerbils, guinea pigs, mice, rabbits, rats, squirrels, chipmunks, shrews and moles. The Commissioners may invoice FCPH for specimen preparation fee.
6. The Commissioners will, when appropriate, perform head removals of suspected rabid animals, preserve, and hold these heads for retrieval by FCPH. Contact with FCPH requesting retrieval of these heads will be initiated by the Commissioners no later than one (1) business day after the specimen has been prepared. The Commissioners shall purchase supplies necessary to prepare specimens of euthanized animals involved with a bite, scratch, other possible rabies exposures, or suspected to have rabies. Supplies may include, but are not limited to refrigeration, scalpels, scalpel blades, saws, and other medical or PPE equipment.

7. The Parties agree that the financial obligations of FCPH under this Agreement will have a not to exceed amount of ten thousand four hundred and forty-four Dollars and 00 Cents (\$10,440.00). Any need for additional funding must be mutually agreed to by both Parties and approved by a written amendment to this Agreement.
8. The Commissioners shall invoice FCPH annually for the cost of materials, supplies, and purchases as stated in Sections 1, 5, and 6 of this Agreement and outlined in the table below. Cost for year one (1) includes the purchase of refrigeration to store rabies specimens.

Cost/Year 1	Cost/Year 2	Cost/Year 3	Cost/Year 4	Cost/Year 5	TOTAL CONTRACT
\$ 4,288.00	\$ 1,538.00	\$ 1,538.00	\$ 1,538.00	\$ 1,538.00	\$ 10,440.00

9. Acceptance of this Agreement is evidence of all Parties' intent to comply with Title VI and Title VII of the 1964 Civil Rights Act, and Section 504 of the Rehabilitation Act, which prohibits discrimination because of race, color, origin, handicap, (age, sex and/or religion where applicable) in any facet of the operation.
10. No amendments to this Agreement will be effective unless made in writing and signed by both Parties.
11. This Agreement shall become effective on _____, 2023 and shall remain in full force through _____, 2028. This Agreement does not have any renewal term.
12. The Parties may terminate this Agreement with thirty (30) days written notice to the other Party. Such notice must be delivered via certified mail.
13. The Parties acknowledge and agree that they are entering into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between Parties.
14. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.
15. Pursuant to Ohio Revised Code section 125.111, the Parties agree that in the hiring of any employee or any subcontractor, if a subcontractor is permitted, for the performance of work under this Agreement, the Parties shall not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, or

ancestry, against any citizen of this State in the employment of a person qualified and available to perform the work to which this Agreement relates. The Parties further agree that they, or any person acting on their behalf, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee, or subcontractor if a subcontractor is permitted, hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry. The requirements of this paragraph shall apply to employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff, termination, rates of pay and other forms of compensation, and selection for training and apprenticeship.

16. The Parties represent that, if required by Ohio Revised Code 125.111, they have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and will file a description of that program and a progress report on its implementation annually with the Ohio Civil Rights Commission and the Minority Business Development Office.
17. Changes in the scope of services, which are mutually agreed upon by and between the Parties shall be incorporated in written amendments to this Agreement.
18. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, or under any covenant, condition or provision herein contained, this Agreement and all of its covenants, conditions and provisions being intended to be and being for the sole, exclusive benefit of the Parties hereto.
19. The validity of any one or more phrases, sentences, clauses, or paragraphs of this Agreement shall not affect the remaining portions of the Agreement, or any part thereof, and in the event that one or more of the phrases, sentences, clauses or paragraphs contained herein should be held to be invalid, this Agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs had not been included herein.
20. This Agreement is and shall always be construed to be made under and pursuant to the Constitution and laws of the State of Ohio in force at the time of the date hereof, and all terms, covenants, conditions, and provisions hereof and thereof shall be construed in accordance therewith. For all actions regarding this Agreement venue shall be proper in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the Parties hereby consent to the jurisdiction of such court.

21. In the event any provision or covenant contained in this Agreement should be breached by any Party and thereafter waived by the affected Party(ies), such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
22. Any remedy herein conferred upon or reserved to any Party to this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Parties hereto to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.
23. The respective Parties hereto hereby covenant that all statements and recitals contained in this Agreement relating to such Party are true to the best of its knowledge and belief and the knowledge and belief of its officers duly authorized to execute and acknowledge this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties of this Agreement have hereunto set their hands and seal and have executed this Agreement the day and year written below.

**Franklin County Commissioners,
On behalf of the Department of Animal Care and Control**

Erica C. Crawley, President
Board of Commissioners of Franklin County

Date

John O'Grady, Commissioner
Board of Commissioners Franklin County

Date

Kevin L. Boyce, Commissioner
Board of Commissioners of Franklin County

Date

Franklin County Public Health

Joe Mazzola
Health Commissioner
Franklin County Public Health

Date

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

Date