



# Animal Rescue Annual Program Application

**Program Purpose:** To increase the number of Animal Resource Center (ARC) dogs transferred to rescues while helping to offset a rescue organization's operational costs.

**Program Criteria:** 501(c)(3) animal rescue located in Montgomery County who is an ARC rescue partner in good standing, established as a Montgomery County vendor, and agreeable to the county's standard service terms and conditions.

**Program Description:** Each calendar year earn \$100 per dog transferred out of the Animal Resource Center in an amount not to exceed \$2,000 or 20 dogs per year.

Organization Name: \_\_\_\_\_ EIN: \_\_\_\_\_

Organization Address: \_\_\_\_\_  
(Street Name) (City) (State) (Zip Code)

Organization Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_  
(Name) (Phone) (Email)

Organization Contact Email: \_\_\_\_\_

Amount Requested (increments of \$100 not to exceed \$2,000): \_\_\_\_\_

Describe your organization's capacity to administer these services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Print Name) (Sign Name) (Date)

Submit completed application and forms 3 & 4 to [AnimalShelter@mcchio.org](mailto:AnimalShelter@mcchio.org)

For Montgomery County Use: Form 3 Complete? (circle one) Yes No Form 4 Complete? (circle one) Yes No

Montgomery County Vendor? (circle one) Yes No (if no, New Vendor Forms must be completed) Date Completed: \_\_\_\_\_

Approved ARC Rescue Partner? (circle one) Yes No (if no, a Rescue partner application must be completed) Date Completed: \_\_\_\_\_

Is the ARC Rescue Partner in good standing (i.e., adhering to all Rescue Partner Agreement terms)?

(circle one) Yes No \_\_\_\_\_  
(if No, list reason)

Program Application: Date Approved: \_\_\_\_\_ Date Sent to Purchasing: \_\_\_\_\_ Date PR Sent: \_\_\_\_\_

Date Denied: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_

## **Montgomery County Animal Rescue Program**

This FUNDING OPPORTUNITY AGREEMENT is entered into by and between the Montgomery County, Ohio Board of County Commissioners (the "Board") and \_\_\_\_\_ ("RECIPIENT"), with a mailing address of \_\_\_\_\_. The Board and RECIPIENT are collectively referred to in this AGREEMENT as "Parties."

### **WITNESSETH THAT:**

WHEREAS, the Board has tasked the Montgomery County Animal Resources Center ("DEPARTMENT") with the administration of the funding opportunity, which includes, the solicitation and review of applications, distribution of pass-through funds to approved organizations and, follow-up activities to ensure recipients comply with the requirements and obligations of the funding opportunity; and

WHEREAS, RECIPIENT submitted an application ("Funding Opportunity Application") for the funding of certain costs, such Application is attached hereto and incorporated herein by reference as Exhibit A; and WHEREAS, in accordance with the terms and conditions of this agreement the Board desires to distribute to RECIPIENT payments in the amount of up to \$2,000.00 ("Funds") to award RECIPIENT for transferring dogs out of the Animal Resource Center shelter.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. The Board hereby awards to RECIPIENT funds in the amount of \$100.00 per dog transferred, with a maximum total of \$2,000.00 for this agreement. An Application is attached hereto as Exhibit A and incorporated herein by reference.
2. RECIPIENT by accepting the Funds warrants and represents at the time it submitted its Application that it met the eligibility requirements of the agreement. If at any time, it is determined that RECIPIENT did not meet the eligibility requirements at the time it submitted its Application, all of the Funding shall be immediately repaid to the Board by RECIPIENT. The RECIPIENT is under a continuing obligation to remain eligible throughout the term of the agreement and must notify the Board if at any time they become ineligible for this funding.
3. RECIPIENT warrants and represents that all statements, records, and information submitted to the Department in relation to this funding are true and accurate. RECIPIENT understands and agrees that if at any time it is determined that such statements, records, and information were not true and accurate, all of the Funding shall be immediately repaid to the Board by RECIPIENT.
4. This AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.

5. This AGREEMENT, including all exhibits is a complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this AGREEMENT. This AGREEMENT shall terminate on December 31, 2026, unless extended by written agreement of the parties before that date or otherwise terminated as provided herein. Those provisions of the AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.
6. This AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of the Board and RECIPIENT.
7. RECIPIENT shall sign and return this AGREEMENT within ten (10) calendar days of receipt, or the Funding may be forfeited.
8. If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent be invalid and unenforceable, the remainder of the Agreement or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
9. Recipient agrees to all Montgomery County's Terms and Conditions located on the Montgomery County website at <https://www.mcoho.org/351/Purchase-Order-Terms-Conditions>.
10. The Recipient will submit a monthly invoice within (15) calendar days following the last day of the billing month to the Montgomery County Animal Resources Center, Attn: Amy Bohardt, 6790 Webster St. Dayton, Ohio, 45414. The final deadline for submitting all invoices is January 31, 2027. Recipient acknowledges that by failing to meet this deadline, the Recipient forfeits any claim to payment associated with those services.
11. RECIPIENT agrees to indemnify, defend, protect, and hold harmless the Board for any loss or expense, including, but not limited to, judgments, court costs, liabilities and reasonable attorney fees, such that the Board may sustain or incur as a consequence of RECIPIENT'S improper use of the AWARD.
12. RECIPIENT agrees and understands that the Board may award and/or terminate any funding opportunity at its discretion, and that such non-award or termination will not create a cause of action against the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and acknowledged  
in the presence of:

**BOARD OF COUNTY COMMISSIONERS OF  
MONTGOMERY COUNTY, OHIO (Board)**

BY: \_\_\_\_\_  
Judy Dodge, Commissioner

BY: \_\_\_\_\_  
Mary A. McDonald, Commissioner

BY: \_\_\_\_\_  
Carolyn Rice, Commissioner

OR

BY: \_\_\_\_\_  
Michael B. Colbert, Administrator

Recipient

BY: (Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM BY:  
**MATHIAS H. HECK, JR.**  
PROSECUTING ATTORNEY OF  
MONTGOMERY COUNTY, OHIO

BY: \_\_\_\_\_  
Ward Barrentine  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

**DISCLOSURE POLICY**

The Board of County Commissioners of Montgomery County, Ohio, has adopted a disclosure policy which requires persons or business contracting with the Board of County Commissioners of Montgomery County, Ohio, to disclose to the Board any business and/or family relationship which the contracting party has with any public official, or person employed by any public official in Montgomery County, Ohio. Immediate family relationships, for disclosure purposes, are defined as spouse; children; parents (natural and by-law); and siblings (natural and by-law). Disclosure of this information will not necessarily preclude the award of a contract to the undersigned. The undersigned party, in accordance with intent of resolution No. 88-1276 agrees to disclose, to the best of its knowledge and ability, the following information.

**CORPORATION**

The identity of any county Official, County employee, or member of a county official or county employee's immediate family, who hold(s) a position of responsibility being defined as a position having decision making capacities including but not limited to a member of the board of directors, officer of the corporation, or trustee;

**PARTNERSHIP**

The identification of person(s) employed by the partnership and or the name(s) of any of the immediate family who is, or who are, also simultaneously employed by any public official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

**CONSULTANT**

The identification of person(s) employed by the consultant and or the name(s) of the consultant's immediate family who is, or who are, also simultaneously employed by any official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

Should the undersigned party have knowledge or information concerning the above categories, the undersigned party is to submit this acknowledgement form with a detailed explanation of the names of the parties involved and the particular relationship. Please check the appropriate box.

☐ DOES NOT APPLY

☐ DOES APPLY WITH EXPLANATION  
ATTACHED

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTE:** This form only pertains to companies or businesses having property within Montgomery County, and possible delinquent personal property taxes owed by them to Montgomery County. Bidders who do not have property within Montgomery County are to mark this form as N/A (Not Applicable), sign it, have it notarized, and return it with the bid documents. **This form must be completed and returned.**

STATE OF OHIO:

FORM NO. 4

COUNTY OF \_\_\_\_\_:

To the Auditor of Montgomery County:

The affiant, \_\_\_\_\_

(name of person, organization, or company)

located at \_\_\_\_\_ (address)

After being duly sworn, states the following: The affiant, at the time the bid for

was submitted (check one):

☐

Was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio

☐

Was charged with delinquent personal property taxes on the general tax list of Montgomery County, Ohio in the principal amount of \$\_\_\_\_\_ with the sum of \$\_\_\_\_\_ added for due and unpaid penalties and interest.

Further the affiant sayeth naught,

Sworn to and subscribed by \_\_\_\_\_

(name of person, organization, or company)

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of person or authorized  
representative of affiant

STATE OF OHIO:

COUNTY OF \_\_\_\_\_:

Before me, a notary public, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Personally appeared \_\_\_\_\_

the affiant in the foregoing affidavit, who acknowledged the signing thereof to be \_\_\_\_\_ voluntary act and deed.

In testimony whereof, I have hereto subscribed by name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public



# Animal Rescue Program Opportunity Instructions

## First-Time Applicants:

- 1) Complete the Montgomery County Animal Resource Center (ARC) **Rescue Partner Application Packet** ([www.mcanimals.org/get-involved/](http://www.mcanimals.org/get-involved/))
- 2) Complete **New Vendor Forms** ([www.mcoho.org/349/New-Vendor-Forms](http://www.mcoho.org/349/New-Vendor-Forms))
- 3) Complete the **Animal Rescue Annual Program Application and Forms 3 & 4**
- 4) **Remain in communication** with Montgomery County personnel regarding the establishment of an agreement.
- 5) Submit **itemized invoice(s)** on a quarterly basis to [AnimalShelter@mcoho.org](mailto:AnimalShelter@mcoho.org). Invoices must include ARC's Animal ID #, Animal Description, and Date Transferred from ARC.

## Renewal Applicants:

- 1) Each calendar year, complete the **Animal Rescue Annual Program Application and Forms 3 & 4**
- 2) **Remain in communication** with Montgomery County personnel regarding the establishment of an agreement.
- 3) Submit **itemized invoice(s)** on a quarterly basis to [AnimalShelter@mcoho.org](mailto:AnimalShelter@mcoho.org). Invoices must include ARC's Animal ID #, Animal Description, and Date Transferred from ARC.