

RESOLUTION NO. 64-2015

Offered by All of Council

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF ANIMAL CONTROL FOR ANIMAL CONTROL SERVICES

WHEREAS, the Village desires to engage the County to render certain services with regard to animal control and related matters within the Village; and

WHEREAS, the County is willing and able to provide said services for the considerations and upon the terms and conditions agreed upon between the Village and the County.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director are authorized and directed to enter a five (5) year agreement with the County of Summit, Department of Administrative Services, Division of Animal Control for a term to begin September 1, 2015, for the considerations and upon the terms and conditions set forth in the agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 10-6-15



President of Council



Mayor

ATTEST:


Clerk of Council

Dated: 10/6/15

9-12-2015 11:53 am

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COUNTY OF SUMMIT, OHIO

Russell M. Pry, Executive

175 S. Main Street • Akron, Ohio 44308-1308 • 330.643.2510 • fax: 330.643.2507 • www.co.summit.oh.us

September 8, 2015

The Honorable Bobbie Beshara
Mayor
Village of Richfield, Ohio
4410 W. Streetsboro Rd.
Richfield, Ohio 44286

Subject: Intergovernmental Agreement for Animal Control Services between the
County of Summit, Ohio and the City of Village of Richfield, Ohio

Dear Mayor Beshara:

The County proposes that the County and the Village of Richfield enter into a five-year intergovernmental agreement for the County to provide animal control services to the Village. A copy of said agreement is enclosed for your review.

As part of the agreement, the County requires that the Village pay the County for past services provided to the Village by our Division of Animal Control. The cost of said services, for which the County has invoiced the Village, are as follows: Aug 2015: \$28.00.

Please advise us if the Village wishes to enter into the enclosed agreement. If the Village does not wish to enter into the agreement, we request that the Village pay the County the amount invoiced for past animal control services provided.

If you have any questions or concerns, please give me a call at (330) 643-8550.

Very truly yours,

A handwritten signature in cursive script that reads "David L. Nott".

David L. Nott
Attorney, Department of Law,
Insurance and Risk Management

Enclosure.

cc: Deb Matz (electronic copy)
Jason Dodson (electronic copy)
Christine Fatheree (electronic copy)



**INTERGOVERNMENTAL AGREEMENT
for ANIMAL CONTROL SERVICES
between
THE COUNTY OF SUMMIT, OHIO
AND THE VILLAGE OF RICHFIELD, OHIO**

This Animal Control Services Agreement is effective as of September 1, 2015 between the Village of Richfield, Ohio (the "Village"), duly authorized by Ordinance No. _____-20____, and the County of Summit, Ohio through the Department of Administrative Services, Division of Animal Control, duly authorized by Resolution No. 2015-361 (the "County").

RECITALS

- A. The Village desires to engage the County to render certain services with regard to animal control and related matters within the Village.
- B. The County is willing to provide said services for the considerations and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties hereto as follows:

Section 1. The County will accept delivery of dogs and cats seized within or delivered from the Village. Such animals will be impounded, housed, fed, redeemed, sold or euthanized in accordance with state law and County of Summit Ordinances at the cost of the Village.

Section 2. The Village's wardens shall transport any animal with apparent injury or illness to the Humane Society of Greater Akron for evaluation and treatment or euthanasia. The County may refuse to accept any animal with apparent injury or illness.

Section 3. The County may refuse to accept any animal if cage space becomes unavailable. If requested by the Village, the County may, in the sole discretion of the County Animal Control Manager, seize, trap, and/or transport animals found running at large within the Village.

Section 4. The County may accept in the sole discretion of the County Animal Control Manager miscellaneous animals other than dogs or cats seized within or delivered from the Village and hold and process such animals in accordance with state law and County of Summit Ordinances.

Section 5. The Village agrees to pay fees to County for all services rendered by County under this Agreement according to the following fee schedule:

Impound Fee	\$40.00 per animal
Seizing and Delivering by County Warden at Request of Village (2 hour minimum required)	\$40.00 per animal plus \$20.00 per hour
Housing and Feeding per Day	\$10.00 per animal
Euthanasia	\$30.00 per dog, cat or miscellaneous animal
Disposal	\$10.00 per animal

Section 6. Service before 7:30 AM and after 4:00 PM, on weekends, and all holidays shall be provided at the sole discretion of the County Animal Control Manager. The cost to the Village for any such service shall include all applicable costs as well as reimbursement for overtime and mileage.

Section 7. The Village shall pay all fees owed to the County for services rendered, in the amount of \$28.00, which have accrued prior to the date of this Agreement.

Section 7. Upon redemption of a dog, cat or miscellaneous animal, the Village shall be entitled to a credit of \$10.00 per day for a maximum of three days, or \$30.00 depending upon how long the animal was held. All other applicable fees collected from the redemption or sale of any animal seized within or delivered from the Village shall be the sole property of the County for its use in operation of the Animal Control Department.

Section 8. The County shall keep a record of each animal seized within or delivered from the Village and all services rendered to the animal. The Village shall not be charged in excess of three (3) days costs for housing and feeding an animal unless held in excess of three (3) days pursuant to state law, County of Summit ordinance, or court order.

Section 9. The County shall send to the Village monthly invoice for services rendered. The Village shall pay such invoice within twenty (20) days of receipt.

Section 10. This Agreement shall be for a period of five (5) years from the above effective date unless either party gives sixty (60) days written notice of termination to the other party. This Agreement may be renewed for one (1) additional five (5) year period upon written consent of the parties.

(End of text. Execution on following page.)

The parties hereunto have caused this Intergovernmental Agreement for Animal Control Services to be executed in duplicate effective September 1, 2015.

VILLAGE OF RICHFIELD, OHIO

COUNTY OF SUMMIT, OHIO

By:
Title:

By: Russell M. Pry
Executive, County of Summit, Ohio

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:
AND CORRECTNESS:

APPROVED AS TO FORM:

By:

By: Deborah S. Matz
Director, Department of Law,
Insurance and Risk Management

Date: _____

Date: _____