

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR ANIMAL CONTROL SERVICES WITH BATH TOWNSHIP AND DECLARING AN EMERGENCY

WHEREAS, the Village wishes to enter into an agreement with Bath Township wherein the Village would provide Bath Township with certain animal control-related services.

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

SECTION 1. The Mayor and Finance Director are hereby authorized and directed to enter into an Agreement for Animal Control Services with Bath Township under terms and conditions substantially similar to the agreement attached hereto as Exhibit A, with such contract subject to final approval from the Director of Law.

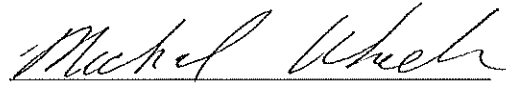
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in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

SECTION 3. This Resolution is hereby declared to be an emergency measure for the reason that it is in the best interest of the health, safety, and welfare of the Village and its residents to begin immediately assisting Bath Township with Animal Control Services; wherefore, this Resolution shall take immediate effect, provided that it receives the requisite number of votes needed to pass as an emergency measure; otherwise, it shall take effect at the earliest date allowed by law.

PASSED: 2-7-2023



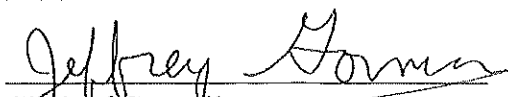
President of Council



Mayor

Dated: 2-17-2023

ATTEST:



Clerk of Council

AGREEMENT FOR ANIMAL CONTROL SERVICES

This Animal Control Services Agreement is entered into this 23rd day of January, 2023 by and by and between the Village of Richfield, Ohio (“Richfield”), 4410 W. Streetsboro Road, Richfield, Ohio and Bath Township, Ohio (“Bath”), 3864 West Bath Road, Akron, Ohio 44333.

RECITALS

WHEREAS, Bath wishes to engage Richfield to render certain services with regard to animal control and related matters in Bath; and

WHEREAS, Richfield is willing to provide such services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Richfield agrees to accept dogs and cats seized within and delivered from Bath. Such animals shall be seized, then impounded, housed, and fed by Richfield for a period not to exceed three (3) days (72 hours) from the date such animal is impounded, unless the Village, in its sole discretion, permits such animals to remain impounded beyond the three (3) day period.

2. Upon expiration of the three (3) day period, Bath shall reclaim any animals that have been impounded on its behalf and shall solely be responsible for redemption, sale, donation, or euthanizing of such animals in accordance with state law and any applicable Bath Regulations.

3. Bath shall transport any animal with apparent injury or illness to the Humane Society of Greater Akron, or any qualified veterinarian, for evaluation and treatment or euthanasia. Richfield may refuse to accept any animal with any apparent injury or illness. However, Bath may request the Village’s Animal Control Officer to respond to Bath in order to take custody of animal and/or for transportation of an animal to another facility and pay the applicable fee set forth below.

4. If the Village’s Animal Control Officer responds to Bath to take custody of an animal, a representative from Bath’s Safety Forces will accompany the Animal Control Officer until custody of the said animal is taken.

5. Richfield may refuse to accept any animal if cage space becomes unavailable.

6. Bath agrees to pay fees to Richfield for all services rendered by Richfield under this Agreement according to the following fee schedule:

- | | |
|--|----------------------------|
| • Impound Fee | \$40.00 per animal |
| • Housing and Feeding Fee (3 days) | \$10.00 per animal per day |
| • Housing and Feeding Fee (after 3 days) | \$15.00 per animal per day |
| • Seizing/Transportation Fee (optional) | \$50.00 per occurrence |

7. Richfield shall send to Bath monthly invoices for services rendered and expenses incurred in providing said services (e.g., veterinary bills, Summit County fees) and Bath shall pay such invoice within 30 days of receipt.

8. This Agreement shall be for a period of three years from the date of execution noted above.

9. Bath agrees to hold Richfield, its employees, elected officials, members of the Richfield Police Department and Animal Control including its chief of police, police officers and animal control officers individually harmless from any and all liability arising out of performance of this Agreement by Richfield.

10. During the term of this Agreement, Richfield and Bath shall each purchase and keep in place general liability insurance of not less than \$3,000,000 (\$1,000,000 general liability and \$2,000,000 liability umbrella coverage) insuring against liability as a result of any act or omission of Bath or its officers or employees in connection with this Agreement.

11. Either party may cancel the services of this Agreement with or without cause with at least 90 days written notice to the other party.

12. No modification to this Agreement shall be effective unless made in writing and signed by both parties.

13. The provisions of this Agreement are severable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement remain binding.

14. Notices issued pursuant to or relating to this Agreement shall be provided, in a writing delivered by (1) U.S. Mail or overnight delivery or (2) by electronic mail, to the Mayor of the municipality to whom the notice is directed, with a copy to the Chief of Police or equivalent of that municipality.

15. This Agreement is the entire understanding of the parties with respect to Police Dispatch. Any promise or condition not contained in this Agreement is not binding on the parties.

16. This Agreement is entered into pursuant to Resolution No. ___-2023 of the Village of Richfield and Resolution No. 2023-02 of the Bath Township, Summit County, Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VILLAGE OF RICHFIELD

BATH TOWNSHIP

By: _____
Its Mayor

By: _____
TRUSTEE

And: _____
Its Finance Director

By: _____
TRUSTEE

By: _____
TRUSTEE

Approved as to form:

Approved as to form:

Director of Law
Village of Richfield

Bath Township, Legal Counsel