

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

WHEREAS, the Village passed Resolution Nos. 64-2015 and 59-2020 which authorized and directed the Mayor and Finance Director to enter into an Intergovernmental Agreement for Animal Control Services ("Agreement") with Summit County Department of Administrative Services, Division of Animal Control ("County"); and

WHEREAS, the Police Chief has recommended that Council enter another Agreement with the County for the provision of animal control services under terms and conditions substantially similar to the Agreement attached hereto as Exhibit A.

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

SECTION 1. The Mayor and the Finance Director are authorized and directed to enter an Intergovernmental Agreement for Animal Control Services with Summit County, Department of Administrative Services, Division of Animal Control substantially in accordance with the agreement attached hereto as Exhibit A and incorporated herein fully as if by reference.

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 necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to ensure that there is no disruption in the animal control services provided by the County to the Village; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

4.2.2024

PASSED: _____




President of Council



Mayor

Dated: 4/2/2024

ATTEST:



Clerk of Council

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

This Animal Control Services Agreement is effective as of date of the signature of the County Executive between the Village of Richfield (the "Village"), duly authorized by Ordinance No. ____ _____, and the County of Summit, Ohio through the Department of Administrative Services, Division of Animal Control, duly authorized by Resolution No. 2024-____ (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 may transport any animal with apparent injury or illness to the Summit County Humane Society 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. 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 as of the date of the signature of the County Executive below.

VILLAGE OF RICHFIELD, OHIO

COUNTY OF SUMMIT, OHIO

By:
Title:

By: Ilene L. Shapiro
Executive, County of Summit, Ohio

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:
AND CORRECTNESS:

APPROVED AS TO FORM:

By:

By: Brian K. Harnak
Director, Department of Law
and Risk Management

Date: _____

Date: _____

