

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

WHEREAS, the Village desires to enter into an Intergovernmental Agreement with the County of Summit Department of Public Safety, Division of Animal Control for services with regard to animal control;

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 be, and they hereby are, authorized and directed to enter into an Intergovernmental Agreement between the County of Summit Department of Public Safety, Division of Animal Control and the Village of Richfield, attached hereto as Exhibit "A", and incorporated fully herein by reference, subject to final approval of the Law Director.

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; 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.

PASSED: 10/21/25

[Signature]
President of Council

Michael Leach
Mayor

Date: 10/21/2025

ATTEST:
[Signature]
Clerk of Council

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

For
ANIMAL CONTROL SERVICES
between the
COUNTY OF SUMMIT
and
VILLAGE OF RICHFIELD

This Animal Control Services Agreement (the “Agreement”) is effective as of September 1, 2025, between the Village of Richfield, Ohio (the “Community”), duly authorized by Ordinance No. _____, and the County of Summit, Ohio through the Department of Public Safety, Division of Animal Control (the “County”), duly authorized by Resolution No. 2025-229.

RECITALS

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

NOW, THEREFORE, in consideration of the mutual promises and conditions, the parties agree as follows:

1. TERM AND RENEWAL

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

2. IMPOUNDMENT OF DOGS

The County will accept dogs seized within or delivered from the Community and impound them at the County Animal Control Facility. At the Community’s request, and subject to the discretion of the Animal Control Manager, the County may also seize, trap, or transport dogs running at large. All dogs accepted by the County will be impounded, housed, fed, vaccinated, spay/neutered, redeemed, sold, or euthanized in accordance with state law, County ordinances, and the terms of this Agreement.

3. INJURED OR ILL ANIMALS

The Community shall be responsible for transporting any sick or injured animals to the Humane Society of Greater Akron. The County reserves the right to refuse acceptance of such animals.

4. CAPACITY LIMITS

The County may refuse animals if no kennel space is available.

5. SURRENDERS

Surrenders shall only be accepted from designated officials from the Community. Surrenders from the public will not be accepted.

6. FEES

The Community shall pay the County the following:

Per diem of \$60.00 per day, per animal, for up to three (3) days, for a total cost not to exceed \$180.00 per animal. The per diem shall include impounding, housing, feed, and veterinary care.

Euthanasia and disposal: \$50.00 per animal

The County shall invoice the Community monthly.

If a court orders that animals brought to the Animal Control Facility by the Community must be held during the course of a related criminal or civil case, the Community will be responsible for paying the County all fees associated with the care and housing of those animals until the court issues a final order regarding the animal's disposition.

7. AFTER HOURS SERVICE

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

8. RECORDS

The County shall keep a record of each animal surrendered by the Community and all services rendered to those animals, in accordance with established Record Retention Policies.

9. COMPLETE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to Animal Control Services and supersedes and replaces all prior agreements, contracts, negotiations, and understandings, whether written or oral, relating to the subject matter herein. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement for Animal Control Services.

VILLAGE OF RICHFIELD, OHIO

COUNTY OF SUMMIT, OHIO

Michael Wheeler, Mayor

Ilene Shapiro, County Executive

Date

Date

Approved as to Form:

Approved as to Form:

By: _____

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

