

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading <u> X </u>	Waiver 3-Reading Rule _____
RESOLUTION NO: <u> 2016-6-22 </u>	Yes _____	Second Reading _____	Yes <u> X </u>
INTRODUCED BY <u> J. MILLER </u>	No <u> X </u>	Third Reading _____	No _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH SUMMIT COUNTY REGARDING
ANIMAL CONTROL SERVICES AND DECLARING AN EMERGENCY**

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

WHEREAS, Summit County is willing to provide said services for the consideration upon the terms and conditions of an Agreement, substantially similar to the one attached hereto as Exhibit A; and,

WHEREAS, this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the Village to collaborate with the County as to animal control related matters within the Village.

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

Section 1: The Mayor is hereby authorized to execute the Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A."

Section 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village's residents, to allow for the immediate utilization of this agreement and program by the Village Police Department, and shall, therefore, take effect and be in force from and immediately after its passage.

PASSED:



BILL GONCY, Mayor

ATTEST:



BETTY KLINGENBERG, FISCAL OFFICER

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2016-6-22** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this **14th day of June, 2016.**

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

This Animal Control Services Agreement is effective as of September 1, 2015 between the Village of Boston Heights, Ohio (the "Village"), duly authorized by Ordinance No. ^{RESOLUTION} 2016-6-22 _____-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
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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 \$0.00, 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 BOSTON HEIGHTS, OHIO

COUNTY OF SUMMIT, OHIO

By: Bill Concy
Title: MAYOR

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

Date: 6/15/16

Date: _____

APPROVED AS TO LEGAL FORM:
AND CORRECTNESS:

APPROVED AS TO FORM:

By: [Signature]

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

Date: 6/15/16

Date: _____