

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF PENINSULA FOR ANIMAL CONTROL SERVICES**

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

WHEREAS, the Village of Richfield is willing and able to provide such services pursuant to the terms and conditions agreed upon between Peninsula and Richfield.


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 into an agreement with the Village of Peninsula, substantially in the form of the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference, for animal control services for a period of three (3) years.

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. That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that it is immediately necessary because the Village is currently providing said services to Peninsula without a written contract and a written contract is necessary to limit the Village's liability and legal exposure for providing said services to Peninsula; 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: 6-16-2020

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

ATTEST:

Dated: 6-16-2020

  
\_\_\_\_\_  
Clerk of Council

6-16-2020

Michael [unclear]

## AGREEMENT FOR ANIMAL CONTROL SERVICES

This Animal Control Services Agreement is entered into this \_\_\_\_ day of June, 2020 by and by and between the Village of Richfield, Ohio (“Richfield”), 4410 W. Streetsboro Road, Richfield, Ohio and the Village of Peninsula, Ohio (“Peninsula”).

### RECITALS

**WHEREAS**, Peninsula wishes to engage Richfield to render certain services with regard to animal control and related matters in Peninsula; 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 except delivery of dogs and cats seized within and delivered from Peninsula. Such animals shall be 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, Peninsula 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 Peninsula Ordinance.

3. Peninsula 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.

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

5. Peninsula 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

6. Richfield shall send to Peninsula monthly invoices for services rendered and Peninsula shall pay such invoice within 30 days of receipt.

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

8. Peninsula 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.

9. During the term of this Agreement, Peninsula shall 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 Peninsula or its officers or employees in connection with this Agreement.

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

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

12. 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.

13. 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.

14. 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.

15. This Agreement is entered into pursuant to Resolution No. \_\_\_\_-2020 of the Village of Richfield and Resolution No. \_\_\_\_\_ of the Village of Peninsula, 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**

**VILLAGE OF PENINSULA**

By: Michael Wheeler  
Its Mayor

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its Finance Director

And: \_\_\_\_\_  
Its Fiscal Officer

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Director of Law  
Village of Richfield

\_\_\_\_\_  
Village Solicitor  
Peninsula

