

RESOLUTION NO.: 5 -2016  
INTRODUCED BY: Lentine

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ANIMAL CONTROL SERVICES WITH THE CITY OF SOUTH EUCLID.

WHEREAS, it has been recommended by the Chief of Police and the Safety Committee of City Council that the City continue to contract with the City of South Euclid for animal control services rather than contracting with a private company to provide such services and that this arrangement has been and will continue to be financially advantageous to the City, as well as provide better service.

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an agreement with the City of South Euclid for animal control services in a form as substantially set forth in Exhibit A, attached hereto and incorporated herein, for a term beginning January 1, 2016 and not to extend beyond December 31, 2020, without further authorization from this Council.

Section 2: The Director of Finance is authorized and directed to appropriate to a proper account the amount necessary for the agreement authorized in Section 1 of this Resolution.

Section 3: 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 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 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
David H. Roche, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Betsy Traben  
Clerk of Council

\_\_\_\_\_  
Eloise Cotton-Henry  
President of Council

## EXHIBIT A

### Animal Control Services Agreement

In consideration of the commitments given in this Animal Control Services Agreement ("Agreement"), the City of South Euclid, Ohio ("South Euclid") and the City of Richmond Heights, Ohio ("Richmond Heights") agree as follows:

- 1) Richmond Heights is contracting with South Euclid to receive animal control services from South Euclid, on an "on call" basis. For purposes of this Agreement, "animal control services" (the "Services") shall mean those services customarily performed by municipal animal control employees in Ohio.
- 2) This Agreement is for a term beginning January 1, 2016 and through December 31, 2020.
- 3) This Agreement may be terminated by either party upon sixty (60) days advance written notice to the other party.
- 4) Richmond Heights agrees to compensate South Euclid at the current hourly rate and benefit cost to South Euclid of the Animal Control employee who will perform the Services for Richmond Heights, which is currently \$37.45 per hour, plus \$2.00, for each hour of Services. Richmond Heights agrees to further compensate South Euclid as at the rate of one and one-half times the hourly rate of the Animal Control employee providing Services to Richmond Heights, plus \$2.00 for each hour of Services that are provided by the Animal Control employee, during times that the employee would be entitled to receive overtime if the employee was

working for South Euclid. In the event of a “call out”, as defined by the collective bargaining agreement between South Euclid and the bargaining unit covering the Animal Control employee, Richmond Heights agrees to compensate South Euclid at the rate of 4 hours of straight time or one and one-half times the hourly rate, whichever is greater, of the Animal Control employee providing services to Richmond Heights, plus \$2.00 for each hour of services that are provided by the Animal Control employee, during times that the employee would be entitled to receive “call out” if the employee was working for South Euclid. Notwithstanding the foregoing rates of compensation, during the term of this Agreement the compensation to be paid by Richmond Heights for the Services shall not exceed the prevailing contract of Local 2319 and Ohio Council 8 of American Federation of State, County, Municipal Employee Union, as the base rate of compensation, excluding the overtime rate, without further authorization of Richmond Heights City Council.

- 5) At the end of each calendar month during the term of this Agreement, South Euclid shall submit to the Chief of Police of Richmond Heights an invoice of the charges related to the Services provided to Richmond Heights for the previous month which invoice shall include details as to the dates and times of Services for each call for Services by Richmond Heights and the total time spent on each call for the Services in one quarter hour increments.
- 6) South Euclid will be responsible for insuring the animal control employee and the vehicle used by the employee for all damages resulting from vehicle accidents related to the provision of the Services.

- 7) Liability claims of third parties for the animal warden's actions, other than the use of a vehicle, while in the course and scope of conducting Services for Richmond Heights will be covered by Richmond Heights.
  
- 8) South Euclid shall be responsible for coverage of all animal control employees under workers compensation laws, and the costs thereof, even while performing Services in Richmond Heights.
  
- 9) South Euclid shall be responsible for all costs for the maintenance and repair of equipment and vehicles necessary to provide the Services to Richmond Heights.

CITY OF RICHMOND HEIGHTS, OHIO

By: \_\_\_\_\_  
David H. Roche, Mayor

Date: \_\_\_\_\_

CITY OF SOUTH EUCLID, OHIO

By: \_\_\_\_\_  
Georgine Welo, Mayor

Date: \_\_\_\_\_

**CERTIFICATION OF DIRECTOR OF FINANCE**

I, as Director of Finance for the City of Richmond Heights, Ohio, certify that the money required for the within Animal Control Services Agreement between the City of Richmond Heights and the City of South Euclid is in the treasury, to the credit of the Fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

\_\_\_\_\_  
Mitchell Michalec  
Director of Finance  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
R. Todd Hunt  
Director of Law