



**ANIMAL CONTROL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SUMMIT AND THE CITY OF AKRON**

This Animal Control Services Agreement is entered into as of November \_\_, 2012, between the City of Akron (the "City"), duly authorized by Ordinance No. 80-2012, and the County of Summit, through the Department of Administrative Services, Division of Animal Control, duly authorized by Resolution No. \_\_\_\_\_ (the "County").

**12-444**

RECITALS

- A. The City desires to engage the County to render certain services with regard to animal control and related matters within the City.
- 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.** Upon request the County will provide the City with response and control services as contained in Chapter 92, Code of Ordinances of the City of Akron. The County will respond to calls, investigate, and if necessary, transport animals to the County animal shelter. Upon request, the County will provide the City with any report generated as a result of services provided under this Agreement. The City will perform enforcement activities, including the issuance of orders or citations for violations of law that may be necessary as a result of services provided by the County under this Agreement.

**Section 2.** The parties anticipate that most, if not all, requests for service will occur during the time periods indicated as "County Warden" on Exhibit A, attached hereto. However, the County agrees to respond to requests for services during other periods.

**Section 3.** The City agrees to compensate the County for the performance of work specified in this Agreement as follows:

- (a) For animal control services provided between 4:30 p.m. and 8:00 a.m., the County shall receive as compensation \$32.12 per hour of service, with a three-hour minimum invoiced
- (b) The County will issue invoices for services provided on a bi-weekly basis. The City will remit payment to the County within thirty days of receipt of an invoice.
- (c) Total compensation under this Agreement shall not exceed \$10,000.

**Section 4.** Any significant change in the scope of work authorized by the City shall be performed under the terms of a written amendatory agreement.

**Section 5.** The County warrants that its services hereunder shall be performed by competent animal control wardens and shall be of professional quality consistent with generally accepted standards for the performance of such services.

**Section 6.** The City and County each agree that neither will make a claim or charge for delays or hindrances from any cause.

**Section 7.** The City and the County each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the County shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or the County.

**Section 8.** The term of this Agreement shall be from November 15, 2012 until March 31, 2013. Either the City or the County may terminate this Agreement at any time and for any reason upon thirty-days written notice.

In the event of a termination of this Agreement, compensation will be mutually determined by the City and the County, based upon fees incurred for work performed. The County shall make no claim for additional compensation by reason of such termination.

**Section 9.** The County shall comply with all applicable Federal, State, and local laws and ordinances, including the Worker's Compensation Law of the State of Ohio.

**Section 10.** The County agrees in performing its services under this Agreement, to abide by the terms and provisions of Section 111.04 of the Code of Ordinances of Summit County and Section 34.03 of the Code of Ordinances of the City of Akron, Ohio as if fully rewritten herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

Approved as to form  
and correctness:

THE CITY OF AKRON, OHIO

\_\_\_\_\_  
Cheri B. Cunningham  
Director of Law

By: \_\_\_\_\_  
Donald L. Plusquellic  
Mayor

Approved as to form  
And correctness:

THE COUNTY OF SUMMIT

\_\_\_\_\_  
Deborah S. Matz  
Director of Law

By: \_\_\_\_\_  
Russell M. Pry  
Executive

# DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No 80-2012.

\_\_\_\_\_  
Diane L. Miller-Dawson  
Director of Finance

**Must be completed by Division/Department:**

Contract not to exceed: \$ 10,000

Originating Division: Nuisance Compliance

Contact Person: John Eaton

Phone: 330-802-0046

**Banner Distribution (by year)**

| Year                 | 1      | 2      | 3 | future | <u>Total</u> |
|----------------------|--------|--------|---|--------|--------------|
| Amount (to encumber) | 3,000  | 7,000  |   |        |              |
| Fund                 | 10000  | 10000  |   |        |              |
| Org.                 | 160200 | 160200 |   |        |              |
| Account              |        |        |   |        |              |
| Actv.                |        |        |   |        |              |
| Locn.                |        |        |   |        |              |

**Funding Source(s)**

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

**Contract Number:**

(To be completed by Accounting) \_\_\_\_\_

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

## Exhibit A

### On Call Schedule - Animal Control

The following is the tentative schedule for on-call wardens during the medical absence of Warden 224 (Don Miller). Should there be any conflicts please advise me as soon as possible so alternative arrangements may be made.

Nov 12 – 18 - Ron Dowdy

Nov 19 – 25 - County Warden

Nov 26 – Dec 2 - Ron Dowdy

Dec 3 – 9 - County Warden

Dec 10 – 16 - Ron Dowdy

Dec 17 – 23 - County Warden

Dec 24 – 30 - Ron Dowdy

Dec 31 – Jan 6 – County Warden

and continuing alternate weeks through the end of the contract.