



COUNTY OF SUMMIT, OHIO
Russell M. Pry, Executive

cc: F. Comerio

175 S. Main Street • Akron, Ohio 44308-1308 • 330.643.2510 • fax: 330.643.2507 • www.co.summit.oh.us

September 4, 2015

The Honorable William A. Currin
Mayor
City of Hudson, Ohio
115 Executive Parkway, Suite 400
Hudson, OH 44236

RECEIVED
SEP 10 2015

Subject: Intergovernmental Agreement for Animal Control Services between the
County of Summit, Ohio and the City of Hudson, Ohio

Dear Mayor Currin:

The above-captioned agreement between the County of Summit and the City of Hudson expired on 11/21/10. The County proposes that the parties enter into a new five-year intergovernmental agreement for the County to provide animal control services to the City. A copy of said agreement is enclosed for your review.

As part of the agreement, the County requires that the City pay the County for past services provided to the City by our Division of Animal Control. The cost of said services, for which the County has invoiced the City, are as follows: July 2015 \$38.00.

Please advise us if the City wishes to enter into the enclosed agreement. If the City does not wish to enter into the agreement, we request that the City pay the County the amount invoiced for past animal control services provided.

If you have any questions or concerns, please give me a call at (330) 643-8550.

Very truly yours,

David L. Nott
Attorney, Department of Law,
Insurance and Risk Management

Enclosure.

cc: Deb Matz (electronic copy)
Jason Dodson (electronic copy)
Christine Fatheree (electronic copy)

**INTERGOVERNMENTAL AGREEMENT
for ANIMAL CONTROL SERVICES
between
THE COUNTY OF SUMMIT, OHIO
AND THE CITY OF HUDSON, OHIO**

This Animal Control Services Agreement is effective as of September 1, 2015 between the City of Hudson, Ohio (the "City"), duly authorized by Ordinance No. _____-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 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. The County will accept delivery of dogs and cats seized within or delivered from the City. 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 City.

Section 2. The City'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 City, 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 City.

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 City and hold and process such animals in accordance with state law and County of Summit Ordinances.

Section 5. The City 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 City (2 hour minimum required)	\$40.00 per animal plus \$20.00 per hour
Housing and Feeding per Day	\$10.00 per animal
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 City for any such service shall include all applicable costs as well as reimbursement for overtime and mileage.

Section 7. The City shall pay all fees owed to the County for services rendered, in the amount of \$38.00, which have accrued prior to the date of this Agreement.

Section 7. Upon redemption of a dog, cat or miscellaneous animal, the City 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 City 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 City and all services rendered to the animal. The City 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 City monthly invoice for services rendered. The City 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.

CITY OF HUDSON, OHIO

COUNTY OF SUMMIT, OHIO

By:
Title:

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

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:
AND CORRECTNESS:

APPROVED AS TO FORM:

By:

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

Date: _____

Date: _____



CITY OF HUDSON

27 E. Main Street
Hudson, Ohio 44236-3099
(330) 650-1799 • (330) 656-1886 • Fax (330) 656-1585
E-mail: townhall@hudson.oh.us
Web Site: www.hudson.oh.us

November 15, 2004

Ms. Karen M. Doty, Director
Department of Law
County of Summit
175 South Main Street
Akron, OH 44308-1308

Dear Ms. Doty:

Enclosed are three copies of Resolution No. 04-203 entitled "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT TO UTILIZE THE SERVICES OF THE COUNTY ANIMAL CONTROL MANAGER" which was passed by the Council of the City of Hudson on November 3, 2004, and three copies of the agreement which have been signed by the City Manager.

Will you please execute the Agreement and return one copy to me for my file.

Thank you for your assistance.

Very truly yours,

Mary Ann George
Clerk of Council

mag
Encs.



printed on recycled paper

RESOLUTION NO. 04- 203

OFFERED BY: Mayor Currin

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN AGREEMENT WITH THE COUNTY OF
SUMMIT TO UTILIZE THE SERVICES OF THE COUNTY
ANIMAL CONTROL MANAGER.

BE IT RESOLVED by the Council of the City of Hudson, County of Summit, State of Ohio, that:

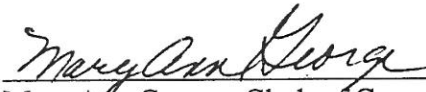
Section 1: The City Manager be, and hereby is, authorized and directed to enter into an Agreement with the County of Summit, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

Section 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

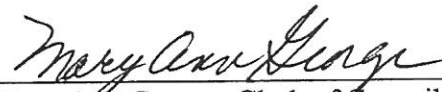
PASSED: November 3, 2004


William A. Currin, Mayor

ATTEST:


Mary Ann George, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality on November 3, 2004.


Mary Ann George, Clerk of Council

ANIMAL CONTROL CONTRACT
COUNTY OF SUMMIT
AND
CITY OF HUDSON

THIS AGREEMENT is made this 22nd day of November, 2004, by and between the County of Summit ("County") with its principal place of business located at 175 South Main Street, Akron, Ohio 44308 and the City of Hudson ("City") with its principal place of business located at 27 East Main Street, Hudson, Ohio 44236.

WITNESSETH:

WHEREAS, the City seeks to utilize the services of the County Animal Control Manager to seize, deliver, impound, house, feed, redeem, sell, and euthanize dogs found running at large within the municipality;

NOW, THEREFORE, the parties agree as follows:

SECTION 1

The County will randomly patrol the City and seize dogs running at large. Such animals will be impounded, housed, fed, redeemed, sold or euthanized in accordance with state law and County of Summit Ordinances. The County will, at the sole discretion of the Animal Control Manager, respond to calls from the City or its citizens regarding dogs running at large within the City or other animals, which pose a threat to public safety. The City agrees to pay the County for the services performed hereunder, excluding random patrol, according to the fee schedule set forth in Section 2 below.

SECTION 2

The City 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 City or its Citizens	\$40.00 per animal plus \$20.00 per hour (2 hour minimum required)
Housing and feeding per day	\$10.00 per animal
Euthanasia	\$30.00 per dog \$20.00 per miscellaneous animal
Disposal	\$10.00 per animal

SECTION 3

Service before 7:30AM and after 4:00PM, on weekends, and all holidays shall be provided at the sole discretion of the County Animal Control Manager. The cost to the City for any such service shall include all applicable costs as outlined in Section 2 above, as well as reimbursement for overtime and mileage.

SECTION 4

Applicable fees collected from the redemption or sale of any animal seized within or delivered from the City shall be the sole property of the County for its use in operation of the Animal Control Department.

SECTION 5

The County shall keep a record of each animal seized within or delivered from the City and all services rendered to the animal. The City shall not be charged in excess of three days costs for housing and feeding an animal unless held in excess of three days pursuant to state law, County of Summit Ordinance, or court order.

SECTION 6

The County shall send to the City a monthly invoice for services rendered. The City shall pay such invoice within twenty days of receipt.

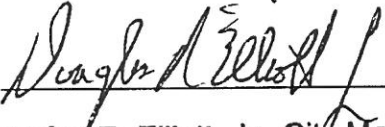
SECTION 7

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.

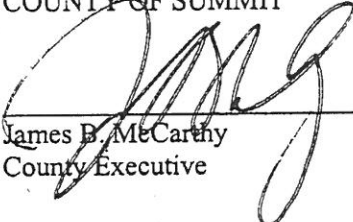
IN WITNESS WHEREOF, the parties have executed this Agreement at Akron, Ohio, the day and year first above written.

Signed and Acknowledged:

CITY OF HUDSON



Douglas R. Elliott, Jr., City Manager

COUNTY OF SUMMIT


James B. McCarthy
County Executive

11/23/04

Approved as to form:


Karen M. Doty
Director, Department of Law

11-18-04