

ORDINANCE NO. 2019-29

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL SERVICE AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the City wishes to outsource animal control services;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF UNIVERSITY HEIGHTS, CUYAHOGA COUNTY, OHIO, THAT:

Section 1: City Council hereby authorizes the Mayor to enter into an Animal Services Agreement in the form set forth in Exhibit A hereof, a copy of which is attached hereto and incorporated herein by reference as if fully rewritten.

Section 2: The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which results 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 ORC.

Section 3: This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of University Heights for the reason of the necessity to terminate its existing arrangement for animal control services and begin providing services through a third party vendor and, therefore, shall take effect and be in force immediately upon its passage and approval by the Mayor.

CITY OF UNIVERSITY HEIGHTS, OHIO



MICHAEL DYLAN BRENNAN, MAYOR

PASSED: 5/20/2019

ATTEST:



KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:



LUKE F. MCCONVILLE, LAW DIRECTOR

ANIMAL SERVICES AGREEMENT

This Animal Services Agreement (the "Agreement") is entered into by and between A&S Animal Control, located at 7368 Oakhill Road, Oakwood Village, Ohio 44146 ("Contractor") and the City of University Heights, located at 2300 Warrensville Center Road, University Heights, Ohio 44118 (the "City").

WITNESSETH, that in consideration of the Contractor being designated by the City as a provider of professional animal control services relating to roaming dogs and other animal nuisances, and for the money consideration provided herein, the parties covenant and agree as follows:

1. Contractor shall provide certain animal control services in the City for the duration of the Term. For purposes of this Agreement, the Term shall be defined as the period of time from May 1, 2019 through April 30, 2020, subject to automatic renewal for successive periods of twelve (12) months each.

2. Either party may terminate this Agreement by (i) providing written notice of non-renewal not less than thirty days prior to the end of the Term, in which case this Agreement will terminate at the conclusion of the then-current Term, or (ii) providing ninety (90) days' prior written notice of termination at any time. The City may also terminate this Agreement in accordance with the terms and provisions set forth in Section 6 hereof.

3. The City shall pay for the services rendered at the rates set forth below, which amount during the course of the year shall not exceed in total the amount of \$7,500:

Monthly Retainer	\$425.00
Regular Service Calls	\$50.00 service charge
Emergency Service Calls	\$75.00 service charge
Nuisance Trappings (Mon-Fri, excluding holidays)	\$120.00 per location. Includes checking and rebaiting, removal and disposal of animal
3 days boarding for impounded dogs*	\$20.00/per day dogs
<i>*Owners claiming pets will be responsible for all charges incurred</i>	\$35.00 per day/vicious dogs
Disposal of dead animals under 25 lbs.	\$20.00 per animal plus service call

Disposal of dead animals over 25 lbs. \$2.50 per estimated pound plus service call

4. The Contractor shall furnish the Police Chief and the City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month on forms approved by the Finance Director.

5. The Contractor is an independent contractor which shall provide all equipment, materials and labor necessary to perform the work. Contractor shall be responsible for arranging for workers compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return in accordance with municipal tax laws.

6. The City shall be entitled to cancel this Agreement upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Agreement or to furnish satisfactory work in connection with the required services, The City shall be entitled to terminate this Agreement immediately upon a determination by the Chief of Police or Safety Director that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall be responsible for performing all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall work during the times and in areas approved and specified by the City.

7. Contractor shall provide the work without any subcontractors, and shall provide proper supervision and supervisory personnel in connection with all of the work.

8. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of Five Hundred Thousand Dollars (\$500,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named an additional insured in the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

9. This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based on contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to his Agreement, whether between the parties, or of either of the parties'

employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10. Contractor acknowledges that no modifications can be made to this Agreement without prior written action and prior approval by the City.

11. This Agreement represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Agreement cannot be assigned by the Contractor without the prior written permission of the City.

12. This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement on the date next to their respective signatures.

A&S ANIMAL CONTROL

CITY OF UNIVERSITY HEIGHTS

By: _____

By: _____

Its: _____

Mayor Michael Dylan Brennan

Date: _____

Date: _____

Approved as to Form:

Law Director
City of University Heights