

RESOLUTION NO. 2022-52
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION PROVIDING FOR
THE REAPPOINTMENT OF A&S ANIMAL CONTROL, INC.
AS THE ANIMAL WARDEN FOR MAYFIELD VILLAGE, OHIO**

WHEREAS, on December 20, 2021, Mayfield Village entered into a one-year Animal Warden Services Agreement with A&S Animal Control, Inc. for the period of January 1, 2022 through December 31, 2022 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provided for two additional renewal terms of twelve (12) months upon the same terms and conditions contained therein; and

WHEREAS, the Mayor desires to reappoint A&S Animal Control as the Animal Warden for Mayfield Village for an additional twelve (12) months, from January 1, 2023 to December 31, 2023.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor's reappointment of A&S Animal Control as Animal Warden for Mayfield Village, Ohio is hereby confirmed subject to the terms, conditions and compensation contained in the Agreement, a copy of which is attached hereto as "Exhibit A", providing that for the period of one (1) year, from January 1, 2023 until December 31, 2023, A&S Animal Control shall be compensated pursuant to the terms contained therein for performing the duties of the Village's Animal Warden.

SECTION 2. Pursuant to the Animal Warden Services Agreement, the Animal Warden shall be paid a retainer of Nine Hundred Dollars (\$900.00) per month to respond to regular and emergency service calls from the Village. All additional services shall be invoiced monthly.

SECTION 3. The Council finds and determines that all formal actions of the Council relating to the enactment of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the reason that the services of an Animal Warden are needed for the immediate preservation of the health, safety and welfare of the residents of Mayfield Village. It shall,

therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.


STEPHEN SCHUTT, Council President

First Reading: December 19, 2022

Suspended

Second Reading: _____, 2022

Suspended

Third Reading: _____, 2022

December 19

PASSED: _____, 2022


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


DIANE A. CALTA, ESQ., Director of Law

ATTEST: 
MARY E. BETSA, MMC, Clerk of Council

ANIMAL WARDEN SERVICES AGREEMENT

THIS ANIMAL WARDEN SERVICES AGREEMENT (hereinafter "Agreement") is entered into this 20th day of Dec, 2021, by and between **MAYFIELD VILLAGE**, an Ohio municipal corporation located at 6622 Wilson Mills Road, Mayfield Village, OH 44143 (hereinafter referred to as "the Village") and **A&S ANIMAL CONTROL, INC.** a corporation organized and existing pursuant to Title 17 of the Ohio Revised Code, located at 7368 Oakhill Road, Oakwood Village, OH 44146 (hereinafter referred to as "A&S").

WHEREAS, the current agreement between the Village and A&S expires on December 31, 2021, and the Village is in need of animal control services for the coming year; and

WHEREAS, the Village desires to enter into an Agreement with A&S to provide animal control services, in accordance with the Village's Codified Ordinances and the Ohio Revised Code, said services to begin January 1, 2022.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Term. The term of this Agreement shall be for a period of twelve (12) months commencing on January 1, 2022 and continuing until December 31, 2022 (the "Term"). The Village shall have the right to renew this Agreement, upon the same terms and conditions herein, for two (2) additional terms of twelve (12) months (the "Renewal Terms").

2. Duties. A&S shall perform all duties as Animal Warden for the Village as set forth in Mayfield Village Codified Ordinance Chapter 505 and the Ohio Revised Code and shall provide the services listed in the cost sheet attached hereto and made a part hereof as Exhibit A.

3. Compensation. As compensation for performing the duties of Animal Warden as set forth in Exhibit A, A&S will charge a monthly retainer of Nine Hundred Dollars (\$900.00). Said retainer shall be invoiced on the first day of the month and shall be payable before the last day of the month. Invoices for services performed outside of the retainer in the prior month shall be submitted on the first day of each month and shall be subject to approval by the Village's Finance Director.

4. Equipment. A&S agrees to furnish its own personnel, vehicles, traps, cages and all other equipment necessary to perform the duties of Animal Warden. Said equipment shall remain in the ownership of A&S.

5. Independent Contractor. A&S agrees that it is an independent contractor and none of its employees are employees of the Village. A&S shall be responsible for providing workers' compensation and unemployment compensation coverage for its employees and shall deliver to the Village a copy of the

certificate showing compliance with the State of Ohio's Workers' Compensation and Unemployment Compensation laws.

6. Insurance. A&S shall furnish to the Village evidence of general liability insurance from a company authorized to do business in the State of Ohio in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for any accidental occurrence arising out of any allegation or any act or omission by A&S which is alleged to cause bodily harm or property damage. The Village shall be listed as an additional insured on the policy.

7. Indemnification. A&S agrees to defend, indemnify and hold the Village harmless from any and all claims, demands or causes of action for personal injury, property damage or other allegations of damage or injury arising from the work and services provided by A&S, whether involving claims of A&S employees or third parties.

7. Termination of Agreement. The parties agree that either the Village or A&S may terminate this Agreement with sixty (60) days written notice to the other.

8. Applicable Law. This Agreement shall be construed pursuant to the laws of the State of Ohio.


IN WITNESS WHEREOF, the parties have set their hand to this Agreement as of the day and date specified above.

A&S ANIMAL CONTROL INC.



Steven A. Suder, Co-owner

MAYFIELD VILLAGE

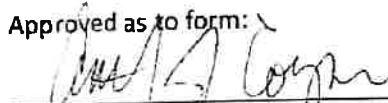


Brenda T. Bodnar, Mayor



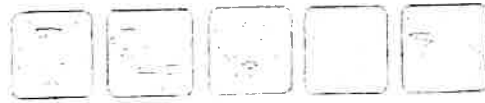
Stephen Schutt, Council President

Approved as to form: \



Anthony J. Coyne, Law Director

A & S Animal Control



**Mayfield Village
Animal Control Contract
January 1, 2022, to December 31, 2024**

ITEM	COST
Monthly Retainer	\$900.00 per month.
Regular Service Calls	25 calls per month, any additional calls \$25.00 per hour
Emergency Service Calls	10 calls per month, any additional calls \$35.00 per call out
Nuisance Trapping (Mon-Fri excluding holidays) <u>Authorized by City</u> Setting Traps Checking & Baiting Traps Daily Removal & Disposal	\$200.00 per week. Includes Setting, checking and removal of wildlife. Coyote trapping is \$650.00 per week, per location. Beaver trapping is \$650.00 per week, per location.
3 Days boarding for impounded dogs.	\$60.00 per dog, per 3 day ³ . Viscous Dogs \$35.00 per dog, per day.
If city requires additional boarding of dogs.	\$25.00 per additional day per dog. \$35.00 per additional day for viscous dogs.
**Owners claiming pets will be responsible for charges	If owners refuse to pick up, city will be billed owners charges for dog removed by police order.
Disposal of dead animals under 25 lbs.	\$25.00 per animal.
Disposal of dead animal over 25 lbs.	\$3.00 per estimated pound.

\$160

\$425