

RESOLUTION NO. 2024-69
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 with two additional renewal terms of twelve (12) months, through December 31, 2024, upon the same terms and conditions contained therein; and

WHEREAS, the Mayor desires to enter into a new Agreement and reappoint A&S Animal Control as the Animal Warden for Mayfield Village for an additional thirty-six (36) months, from January 1, 2025 to December 31, 2027 (hereinafter the "Agreement").

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, providing that for the period of three years, from January 1, 2025 until December 31, 2027, A&S Animal Control shall be compensated pursuant to the terms contained therein for performing the duties of the Village's Animal Warden.

SECTION 3. Pursuant to the Animal Warden Services Agreement, the Animal Warden shall be paid a retainer of One Thousand One Hundred Dollars (\$1,100.00) per month during 2025 and One Thousand Three Hundred Dollars (\$1,300.00) per month during 2026 and 2027 to respond to regular and emergency service calls from the Village All additional services shall be invoiced monthly per the rate sheet attached to the Agreement.

SECTION 4. 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 5. 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: _____, 2024

Second Reading: _____, 2024

Third Reading: _____, 2024

PASSED: _____, 2024

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, Director of Law

ATTEST: _____
MARY E. BETSA, Clerk of Council

ANIMAL WARDEN SERVICES AGREEMENT

THIS ANIMAL WARDEN SERVICES AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 20____, 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, 2024, 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, for three years, said services to begin January 1, 2025.

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 thirty-six (36) months commencing on January 1, 2025 and continuing until December 31, 2027 (the "Term").

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 One Thousand One Hundred Dollars (\$1,100.00) during 2025 and One Thousand Three Hundred Dollars (\$1,300.00) during 2026 and 2027 for regular and emergency service calls. 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 Service Director and 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. 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.

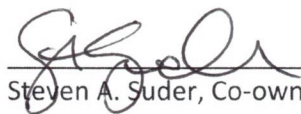
7. Termination of Agreement. The parties agree that either the Village or A&S may terminate this Agreement with sixty (60) days written notice to the other.

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.

MAYFIELD VILLAGE



Steven A. Suder, Co-owner

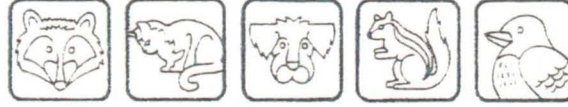
Brenda T. Bodnar, Mayor

Stephen Schutt, Council President

Approved as to form:

Diane Calta, Law Director

A & S Animal Control



**Mayfield Village
Animal Control Proposal
January 1, 2025 to December 31, 2027**

ITEM	COST
Monthly Retainer	\$1,100.00 per month, year one. \$1,300.00 per month years two and three.
Hours of Operation M-F 8:00am to 4:30pm Regular Service Calls	25 calls per month, extra calls \$50.00 per callout.
Emergency Service Calls Hours of Operation	10 per month. Extra calls \$75.00 per callout. After normal business hours, weekend and holidays.
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.
3 Days boarding for impounded dogs.	\$25.00 per dog, per day boarding. Dogs will be housed at Pepperidge Kennels. Viscous dog(s) will be charged at \$35.00 per day.
If village requires additional boarding of dogs.	\$25.00 per dog, per day extra. \$35.00 per additional day for viscous dogs.
** Owner claiming their pets from us will be responsible for our charges.	If owners refuse to pick up, village will be billed owners charges for dog removed by police order.
Beaver / Coyote Trapping	P.O.R
Removal and disposal of sick or injured wildlife.	\$25.00 under 25lbs Any large wildlife over 25Lbs \$3.00 per est. lb.