

**FIRST RENEWAL OF  
INTERGOVERNMENTAL AGREEMENT  
for ANIMAL CONTROL SERVICES  
between  
THE COUNTY OF SUMMIT  
AND  
THE CITY OF GREEN**

This First Renewal of Intergovernmental Agreement for Animal Control Services (the "Agreement") is effective as of September 1, 2020 between the City of Green, 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").

The County and the City hereby agree to renew the Agreement, originally effective September 1, 2015 , for one (1) additional term for a five (5) year period, commencing on September 1, 2020 and terminating on August 31, 2025.

The original Agreement and this Renewal, is authorized by County Council Resolution No. 2015-361.

The County and the City hereby agree as follows:

1. The Agreement, which was effective September 1, 2015 and authorized by County Council Resolution No. 2015-361, shall be renewed for a one (1) additional term for a five (5) year period, beginning September 1, 2020 and shall terminate on August 31, 2025.
2. Either party may terminate the Agreement on an earlier date with at least sixty (60) days prior written notice of termination to the other party.
3. The City agrees to pay fees to the County for all services rendered by the County under this Renewal according to the fee schedule stated in the original Agreement.
4. All other terms and conditions in the original Agreement shall remain in full force and effect.

(End of text. Execution on following page.)

Intending to be legally bound, the parties hereby execute this First Renewal of Intergovernmental Agreement for Animal Control Services effective September 1, 2020.

**CITY OF GREEN, OHIO**

**COUNTY OF SUMMIT, OHIO**

\_\_\_\_\_  
By: Gerard Neugebauer  
Title: Mayor

\_\_\_\_\_  
By: Ilene Shapiro  
Executive, County of Summit, Ohio

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Lisa Carey Dean  
Law Director

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

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

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

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

This Animal Control Services Agreement is effective as of September 1, 2015 between the City of Green, 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 \$28.00, 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.

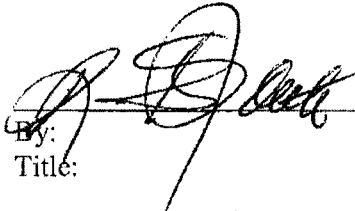
**Section 9.** The County shall send to the City monthly invoice for services rendered. The City shall pay such invoice within twenty (20) days of receipt.

**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.

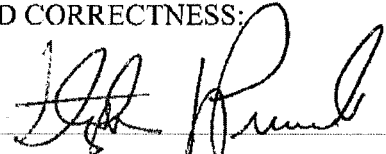
(End of text. Execution on following page.)

The parties hereunto have caused this Intergovernmental Agreement for Animal Control Services to be executed in duplicate effective September 1, 2015.


**CITY OF GREEN, OHIO**

  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: 9/21/15

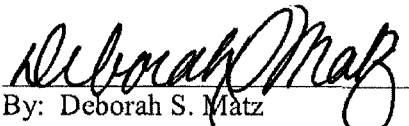
APPROVED AS TO LEGAL FORM:  
AND CORRECTNESS:

  
By: \_\_\_\_\_  
  
Date: 9/21/15

**COUNTY OF SUMMIT, OHIO**

  
By: ~~Russell M. Pry~~ *DM*  
Executive, County of Summit, Ohio  
  
Date: 9/28/15

APPROVED AS TO FORM:

  
By: Deborah S. Matz *D.M.*  
Director, Department of Law,  
Insurance and Risk Management  
  
Date: 9/28/15