

RESOLUTION NO. 72-97
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J.V. STONE ON
THE 30th DAY OF OCTOBER 1997.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY FOR THE DISPOSITION OF WILDLIFE DELIVERED TO THE MONTGOMERY COUNTY ANIMAL SHELTER BY THE CITY OF CENTERVILLE.

WHEREAS, the Board of Commissioners of Montgomery County pursuant to Ohio Revised Code Section 307.15 is authorized to contract with Municipal Corporations for the disposal of wildlife; and

WHEREAS, the City of Centerville is desirous of contracting with the Board of Commissioners of Montgomery County for the disposal of wildlife delivered to the Montgomery County Animal Shelter by the City of Centerville.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The City Manager is hereby authorized and directed to enter into an Agreement with the Board of Commissioners of Montgomery County to provide for the disposition of wildlife delivered to the Montgomery County Animal Shelter by the City of Centerville, a copy of which Agreement is attached hereto, marked Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 20th day of OCTOBER, 1997.

Sally D. Bink
Mayor of the City of Centerville, Ohio

ATTEST:

Maui J. McLaughlin
Clerk of Council,
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 72-97, passed by the Council of the City of Centerville, Ohio, on the 20th day of OCTOBER, 1997.

Maui J. McLaughlin
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT

This Agreement, made this ____ day of _____, 19____, in Dayton, Montgomery County, Ohio, by and between the Board of Commissioners of Montgomery County, hereinafter called the "BOARD", and the City of Centerville, hereinafter called the "MUNICIPALITY."

WITNESSETH:

WHEREAS, the Municipality is desirous of contracting with the Board for the disposal of wildlife delivered to the Board by the Municipality; and,

WHEREAS, the Board is authorized to dispose of wildlife delivered by the Municipality to the Board under an Agreement pursuant to Revised Code Section 307.15, if said Municipality has the authority by ordinance or resolution to dispose of wildlife within the jurisdiction of the Municipality; and,

WHEREAS, the Municipality does have the authority to dispose of wildlife within its jurisdiction in accordance with the Minutes of its Board Meeting of November 21, 1994 as Resolution No. 63-94, a certified copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, herein, the Board and the Municipality agree as follows:

ARTICLE ONE: SCOPE OF WORK

The Board agrees to dispose of all wildlife delivered by the Municipality to the Montgomery County Animal Shelter located at 6550 Webster Street, Dayton, Ohio 45414.

ARTICLE TWO: COMPENSATION

The Municipality agrees to pay \$30.00 per wildlife disposed. The Municipality shall be billed monthly by the Board for disposal services rendered under this Agreement. Payments shall be within thirty (30) days of receipt of invoice and shall be sent to the Montgomery County Animal Shelter, 6550 Webster Street, Dayton, Ohio 45414.

ARTICLE THREE: TERM

The term of this Agreement shall be from January 1, 1998, or the date of execution by all parties whichever date is later and shall terminate on December 31, 1999.

ARTICLE FOUR: REPORTS

The Board agrees to submit a monthly report to the Municipality detailing the total number of wildlife disposed of in the prior month and the cost incurred for said disposal.

ARTICLE FIVE: TERMINATION

This Agreement may be terminated by either party by delivery upon the other party of written notice of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of such termination. The parties further agree that should the Board become unable for any reason, to honor the term of this Agreement, or should either party terminate this Agreement as provided herein, or should this Agreement be declared invalid, illegal, or unenforceable by any Court of competent jurisdiction, or administrative office, or officer, having the power and authority to review the validity, legality, or enforceability of this Agreement, then such services as the Board has performed to the date of such inability to perform, termination, or judicial or administrative declaration shall be compensated by the Municipality in compliance with the rates and methods established in Article Two of this Agreement.

ARTICLE SIX: ASSIGNMENT

The parties hereto agree that this Agreement shall not be assigned by either party without the prior written approval of both parties.

ARTICLE SEVEN: GOVERNING LAW

This Agreement, and any modification, amendments, or alterations, thereof shall be governed, construed and enforced under the laws of Ohio.

ARTICLE EIGHT: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE NINE: INDEMNIFICATION

The Municipality agrees to hold harmless and indemnify the Board from and against any and all claims, liability, damage, or loss caused, or alleged to have been caused to any person, wildlife, or property, which claim, liability, damage or loss allegedly arises, or grows out of, the negligent acts of the Municipality, or which allegedly arises out of any negligent act of the Municipality's employees or agents.

ARTICLE TEN: MISCELLANEOUS

The parties agree that the Board will not enforce Municipality's animal control ordinances and will not cite Municipality residents for violations of said Municipality's animal control ordinances. Both parties agree that this Agreement shall be exclusively for the disposal of wildlife delivered to the Board by the Municipality.

The Municipality shall make every effort to deliver any wildlife for disposal only to the Animal Shelter between the hours of 10:30 a.m. - 7:00 p.m., Monday through Friday and 10:30 a.m. to 4:00 p.m. on Saturday so that the disposal process can be efficiently carried out.

ARTICLE ELEVEN: HEADINGS

Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWELVE: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

NOTICE: THIS CONTRACT MUST BE SIGNED AND RETURNED TO THE MONTGOMERY COUNTY ANIMAL SHELTER BY THE MUNICIPALITY WITHIN THIRTY (30) DAYS AFTER DATE OF NOTIFICATION TO SIGN OR THE CONTRACT MAY BE CANCELLED AND VOIDED BY MONTGOMERY COUNTY.

IN WITNESS WHEREOF, the parties hereto, place their hands this _____ day _____, 19_____.

WITNESS:

BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

By _____

By _____

By _____

OR

By _____
Deborah Feldman,
County Administrator

CITY OF CENTERVILLE

By _____
City Manager

APPROVED AS TO FORM:

MATHIAS H. HECK, JR.,
PROSECUTING ATTORNEY
MONTGOMERY COUNTY, OHIO

BY: Walter F. Ruf
Walter F. Ruf
Assistant Prosecuting Attorney

Date: 11-8-97