



CITY OF PATASKALA

RESOLUTION 2016-045

Passed June 20, 2016

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE LICKING COUNTY HUMANE SOCIETY FOR SERVICES RELATED TO ACTS OF ANIMAL CRUELTY AND NEGLECT.

WHEREAS, The City of Pataskala recognizes the need to have a Humane Society service available to investigate and prosecute acts of animal cruelty and neglect; and

WHEREAS, in 2014, the City of Pataskala entered into an agreement with Fairfield County Humane Society for the animal cruelty services; and

WHEREAS, Fairfield County, not being the humane agent for Licking County, can not proceed with action related to reports of animal cruelty and neglect; and

WHEREAS, the Licking County Humane Society services as Licking County's Humane Agent and can take action on reports of animal cruelty and neglect; and

WHEREAS, The City of Pataskala desires to enter into an agreement with Licking County Humane Society for services related to animal cruelty and neglect, per the terms of the attached Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS PRESENT CONCURRING THAT:

Section 1. The City Administrator is hereby authorized and directed to execute an agreement, per Exhibit A, with the Licking County Humane Society, for services related to cases of animal cruelty and neglect in an amount of \$290.66 per month.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the

City of Pataskala which resulted in such formal actions were in

Section 3: This Resolution shall take effect at and from the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:

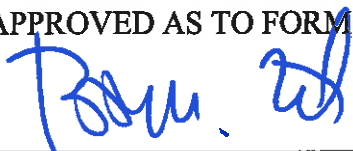


Kathy M. Hoskinson, Clerk



Michael W. Compton, Mayor

APPROVED AS TO FORM:



Brian M. Zets, Law Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into as of the date last signed by the parties hereto by and between the City of Pataskala, Licking County, Ohio (hereinafter "Pataskala") a body corporate and politic of the State of Ohio, and the Licking County Humane Society (hereinafter "LCHS"), an Ohio corporation not-for-profit that is a county humane society organized under Ohio Revised Code Section 1717.05.

WITNESSETH:

WHEREAS, the parties hereto mutually recognize the importance of investigating and prosecuting any person guilty of an act of cruelty to animals; and,

WHEREAS, one of the objects of LCHS is the inculcation of humane principles and the enforcement of the laws for the prevention of cruelty to animals; and,

WHEREAS, LCHS is authorized to appoint agents for the purpose of prosecuting any person guilty of an act of cruelty to animals; and,

WHEREAS, LCHS has entered into an agreement for an individual to perform the duties of a humane agent pursuant to Ohio Revised Code Section 1717.06; and,

WHEREAS, LCHS has appointed a humane agent and the Licking County Probate Court has approved that appointment; and, LCHS desires to assume the responsibility for enforcing the animal cruelty laws and for prosecuting the violators thereof; and,

WHEREAS, "Pataskala" supports the endeavors of LCHS to enforce the animal cruelty laws within "Pataskala" and,

WHEREAS, Ohio Revised Code Section 1717.07 provides that "Pataskala" shall be responsible for the reasonable salary of a humane agent in an amount not less than twenty dollars per month; and,

WHEREAS, "Pataskala" and LCHS have agreed that LCHS will commence the work of enforcing the animal cruelty laws on _____ and that "Pataskala" will be

responsible for the payment of a reasonable salary for the work performed by a humane agent and the physical care of any confiscated animals.

NOW, THEREFORE, in consideration of the foregoing, and the requirements of the Ohio Revised Code, "Pataskala" and LCHS do hereby agree to the following:

I. ENFORCEMENT OF OHIO'S ANIMAL CRUELTY LAWS

1. LCHS shall be responsible for contracting with an individual to serve as a humane agent for the purpose of enforcing the animal cruelty laws.

2. LCHS shall provide a copy of any such contract for humane agent services to "Pataskala"; and, LCHS shall notify the "Pataskala" prior to entering into any such contract.

3. Any humane agent with whom LCHS contracts shall maintain accurate records (including case reports and statistical compilations) of all calls, reports of animal cruelty, investigations, prosecutions, and the care and disposition of any animals seized by the humane agent.

"Pataskala" shall pay to LCHS as and for a reasonable salary of a humane agent and for the physical care of confiscated animals the amount of Two Hundred Ninety dollars and Sixty Six Cents (\$290.66) per each month that humane agent services are provided, commencing with the month/year of _____.

7. "Pataskala" and LCHS understand and agree that any individual with whom LCHS contracts to serve as a humane agent shall not be an employee or agent of Pataskala.

8. LCHS shall invoice "Pataskala" on the last day of the month, beginning _____ and monthly thereafter in which the service of humane agent has been provided or annually as preferred by the City. Invoice shall include date(s) and description of service.

II. DURATION

9. This agreement shall continue until further agreement of the parties hereto.

10. Should either party wish to terminate this agreement, that party will provide notice of not less than thirty (30) days prior to the date of termination to the other party.

III. NOTICES

11. The parties hereto agree that any notices concerning this Memorandum of Understanding shall be in writing and shall be effective when actually served or within three days of posting by mail to the following:

City of Pataskala
Att: City Administrator
621 W. Broad Street
Pataskala, OH 43062

Licking County Humane Society
Attn: Executive Director
825 Thornwood Drive
Heath, OH 43056

IV. MISCELLANEOUS

12. **GOVERNING LAW** – The laws of the State of Ohio shall govern this agreement and any performance hereunder; and, venue shall be in Licking County.

13. **AMENDMENTS** – Any amendments hereto shall be in writing with the mutual consent of the parties hereto.

14. **SEVERABILITY** – If any provision of this Memorandum of Understanding shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

15. **COPIES** – This Memorandum of Understanding shall be executed in duplicate with an original to be retained by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on the dates provided below.

City of Pataskala

Dated: _____

by _____

by _____

by _____

LICKING COUNTY HUMANE SOCIETY, an Ohio corporation not-for-profit that is a county humane society organized under Ohio Revised Code Section 1717.05

Dated: _____

by _____

its _____