

ORDINANCE NO. 2018 - 52

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE CITY OF BROOKLYN, OHIO, FOR AN ANIMAL CONTROL OFFICER AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has deemed it to be in the best interest of the City to enter into a Shared Services Agreement with the City of Brooklyn, Ohio to provide for the services of an Animal Control Officer; and

WHEREAS, the Parties agree that it is in their mutual best interest to minimize duplicative expenses and to carry out the public services in an economical and efficient manner, including the sharing of employees whose skill and knowledge will assist both Parties; and

WHEREAS, the Parties both have a need for the services of an Animal Control Officer to perform duties related to enforcing local ordinances and state law, capturing and impounding of dangerous and/or stray animals and providing humane care to animals.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, STATE OF OHIO, THAT:

Section 1. The Mayor is authorized to enter into a Shared Services Agreement with the City of Brooklyn, Ohio to provide for the services of an Animal Control Officer in the City of Parma Heights, as set forth in Exhibit "A", attached.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality and for the further reason that it is necessary for the city to provide for an Animal Control Officer in the City of Parma Heights; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: 12-10-2018 
PRESIDENT OF COUNCIL

ATTEST: Florence A. Bolden 12-10-2018
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: 12-10-2018 
MAYOR

SHARED SERVICES AGREEMENT

This Shared Services Agreement (the Agreement) dated _____, 20__ is between the City of Brooklyn (Brooklyn), 7619 Memphis Avenue, Brooklyn, Ohio 44144 and the City of Parma Heights (Parma Heights), 6281 Pearl Road, Parma Heights, Ohio 44130. Brooklyn and Parma Heights are referred to collectively in this Agreement as the “Parties” and each is a “Party.”

WHEREAS, the Parties have agreed that it is in their mutual best interest to minimize duplicative expenses and to carry out the public services in an economical and efficient matter, including the sharing of employees whose skill and knowledge will assist both Parties;

WHEREAS, the Parties both have a need for the services of an Animal Control Officer (ACO) to perform duties related to the capturing and impounding of dangerous and/or stray animals and providing humane care to animals;

WHEREAS, the Parties intend this Agreement to be temporary in duration and to only apply until such time as the Parties agree to terminate this Agreement;

WHEREAS, to reflect the agreement of the Parties concerning their respective rights and duties, the Parties have agreed to enter into this Agreement as follows:

I. PURPOSE AND SERVICES PROVIDED

- a. The Parties acknowledge and agree that each requires the services of an Animal Control Officer within its respective community and the purpose of this Agreement is to provide for those services. Subject to the terms and conditions of this Agreement, the Parties agree to share certain personnel on a cost-sharing basis. The Parties agree that the personnel providing services to Brooklyn and Parma Heights shall be employed by Brooklyn.
- b. Brooklyn agrees to employ an ACO who shall provide services to Brooklyn and Parma Heights.

II. EMPLOYMENT OF PERSONNEL

The Parties agree that the employee listed in Exhibit A to this Agreement shall provide services to Brooklyn and Parma Heights as an ACO. The services to be provided are identified in Exhibit A, and shall be further governed by the position description attached as Exhibit B. The ACO shall be an employee of Brooklyn and subject to all terms and conditions of employment with Brooklyn, except only as those terms and conditions may be modified by this agreement. Brooklyn through the Brooklyn Chief of Police or Safety Director shall determine all matters relating to the essential terms and conditions of employment of the ACO, including, but not limited to hiring, firing, supervision and direction of the ACO. The Parties acknowledge and agree that Exhibit A may be revised by the Parties upon mutual agreement from time to time without the requirement of a formal amendment to this Agreement.

III. COMPENSATION

- a. **Payment of Direct Costs.** As set forth herein, Parma Heights shall pay Brooklyn for all expenses incurred by Brooklyn directly or indirectly on Parma Heights' behalf. Such expenses shall include, but are not limited to, salaries, health insurance, withholdings, fringe benefits and additional insurance premiums, if any, of and related to the ACO's performance of services for or Parma Heights in carrying out this Agreement, such as the cost of travel conducted by the ACO, postage, mileage, and other actual expenses. The vehicle owned by Brooklyn will be the vehicle used and Parma Heights will be named as an additional insured under Brooklyn's applicable insurance policy(ies).
- b. **Calculation of Payments for Salary and Fringe Benefits.** The Parties agree that Parma Heights shall reimburse Brooklyn half the full compensation paid to the ACO, as set forth in Brooklyn's salary ordinance for the position of the ACO, together with the full overtime compensation paid to the ACO for activities attributable to Parma Heights. Additionally, Parma Heights shall reimburse Brooklyn half the cost of the ACO's withholdings and other fringe benefits, including paid leave (vacation, holiday, sick, etc.) and other roll-up costs, including but not limited to wages, employer pension, worker's compensation, and medical costs. Timesheets shall be prepared by the ACO pursuant to instructions of Brooklyn management and agreed upon by Parma Heights. The ACO shall remain an employee of Brooklyn at all times for employment-related purposes.
- c. **Additional Expenses.** Any additional expenses incurred by Brooklyn to enable the ACO to complete his or her job duties and assignments will be billed on a fifty-fifty basis with Parma Heights. The additional expenses to be reimbursed shall include, but are not limited to:
 - i. Storage;
 - ii. Equipment and/or car rental and maintenance;
 - iii. Fuel;
 - iv. Premiums for liability insurance directly attributable to the ACO position;
 - v. Legal expenses directly attributable to the ACO position, unless such expenses are also directly attributable to occurrences in only one city; and
 - vi. Other miscellaneous expenses to be itemized on a quarterly statement.
- d. **Time of Payment.** The Brooklyn Finance Director shall generate, not less frequently than quarterly, Parma Heights' invoice and submit it for approval to the Parma Heights Service Director. Parma Heights shall make payment to Brooklyn the amount due under the Agreement no more than thirty (30) days after submission of the invoice submitted by Brooklyn.

IV. CHANGE IN IRS REQUIREMENTS

It is the intent of the Parties that the method of calculating Parma Heights and Brooklyn's share of the expenses incurred under this Agreement shall conform in all material respects with the requirements imposed by the IRS with respect to similarly situated organizations. In the event that either Party is advised by counsel or other tax advisor that the method of calculating their respective share of expenses set forth in this Agreement no longer conforms to such requirements, the Agreement shall be amended in writing to conform to all IRS requirements.

V. REPORTS AND DOCUMENTS

- a. **Reports.** Brooklyn shall, upon request by Parma Heights and within a reasonable amount of time, provide Parma Heights with a report of services performed on its behalf.
- b. **Copies of Documents.** Brooklyn shall, upon request by Parma Heights and within a reasonable amount of time, provide Parma Heights with copies of documents relevant to this Agreement, including without limitation timesheets, books, records and accounts.

VI. EMPLOYMENT HOURS

The Parties agree that Employee's hours shall be determined in conjunction with both Parties with the specific hours to be designated as contained in Exhibit A.

VII. TERMINATION

The Parties agree the position of the Animal Control Officer will be reviewed annually, on a [November 1-to-October 31][calendar year][other agreed-upon] basis, as part of the budgetary and operational process. This agreement may be terminated by either party for any reason. The party terminating this agreement must give written notice to the other party of their intent to terminate this agreement not earlier than three (3) months from the date of termination.

VIII. MISCELLANEOUS

- a. **Scope and Effect of Agreement.** This Agreement governs only the sharing of expenses among the Parties. The general agency, partnership or joint venture arrangement among the Parties is intended. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.
- b. **Integration and Modification.** This Agreement sets forth the entire agreement between the Parties, and replaces and supersedes all other contracts, agreements and understandings, written or oral, relating to the subject matter hereof. The Agreement may not be changed or modified, except by written instrument executed by both Parties.

- c. **Notices.** All notices and communications required or permitted to be given under this Agreement shall be in writing and shall be considered given and delivered when personally delivered with a signed acknowledgement.
- d. **Counterparts.** This Agreement may be executed in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
- e. **Governing Law.** This Agreement shall be covered by, construed, interpreted, and enforced in accordance with the laws of Ohio without regard to the principles or provisions of conflict of laws. Any dispute regarding this Agreement shall be resolved in the state or federal courts of Ohio only. The Parties hereby consent to the jurisdiction of those courts.
- f. **Assignment.** This Agreement is not assignable by either party.
- g. **Waiver.** Waiver by any party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.
- h. **Severability.** The provisions of this Agreement are severable, and if any provisions are held to be illegal, invalid or unenforceable, such holding does not affect the legality, validity or enforceability of any other provision.
- i. **Beneficiaries.** No third-party beneficiaries are intended to be created by this agreement.

IN WITNESS WHEREOF, the undersigned have caused the Agreement to be executed as of the date first written above.

Katherine A. Gallagher, Mayor
City of Brooklyn

Michael P. Byrne, Mayor
City of Parma Heights

Exhibit A of the Shared Services Agreement

Dated _____, 20____ between the City of Brooklyn and City of Parma Heights.

As to Section II – Employment of Personnel

- (a) Miranda Braude shall provide services to Brooklyn and Parma Heights as an Animal Control Officer.

- (b) Additional terms:
 - 1) **Uniform.** Uniforms for the ACO shall be supplied by Brooklyn in accordance with governing ordinance. The cost of such uniforms will be split equally between Brooklyn and Parma Heights. Parma Heights shall reimburse Brooklyn for the cost of said uniforms in accordance with Section III of the Agreement.

 - 2) **Discipline.** Each city will investigate its own disciplinary issues. The human resource officer or nearest equivalent in each city will collaborate and discuss progressive discipline. Brooklyn is ultimately responsible for the final decisions regarding discipline. Any grievances will be handled in tandem with the Brooklyn police chief as well as the human resource officers (or nearest equivalent) and legal departments in each city. All cost associated by grievances will be paid for by the city in which the action being grieved occurred. If the grievance involves both cities, the cost associated with the grievance will be shared equally by both cities.

 - 3) **Communications.** The Brooklyn Police Department shall supply the ACO with a portable radio and cellular telephone. Brooklyn and Parma Heights shall equally share in the cost of said cellular phone, in accordance with Section III of the Agreement. Brooklyn shall provide a mobile radio in the vehicles being used by the ACO.

As to Section III – Compensation.

- (a) The ACO shall complete a time sheet that designates the number of hours worked.

- (b) Any overtime, which must be pre-approved, shall be designated by the city requiring overtime, for property billing.

- (c) **Bureau of Workers' Compensation Claims.** Any such claim will be incurred by Brooklyn and any costs attributable to the claim will be reimbursed by Parma Heights in the event the incident giving rise to the claim occurred in Parma Heights. The responsibility of the claim processing and investigation will be a cooperative effort by both cities. If an

incident occurs during travel between the cities or while training, the cities will split any costs attributable to such claim equally.

- (d) Any additional general expenses, that are not “Additional Expenses” as defined and identified as set forth in Section III(c) in the Agreement, shall be split equally between the cities. Actual cost incurred for items specific and exclusive for the city shall be paid by each city.

As to Section VI – Employment Hours

- (a) The ACO shall be scheduled to work 40 hours per week.
 - a. The schedule is subject to change as needed by either city for emergencies.
 - b. The ACO’s hours of work shall be generally 9 a.m. to 5:30 p.m. with a 30 minute break for lunch and two paid 15 minute breaks.
 - c. Overtime shall be limited to those instances with prior approval or those instances that constitute an emergency and that are approved by each city requesting.

As to Section IX – Miscellaneous

- (a) **Emergency Calls.** The city requesting the emergency call out assumes the cost of the call.
- (b) **Kennel.** Brooklyn will support both cities’ kennel operations at 8300 Memphis Avenue, the current location of Brooklyn’s kennel.
- (c) **Vehicle.** Brooklyn will provide the ACO with a vehicle outfitted appropriately for the ACO to perform his or her day-to-day duties.
- (d) **Veterinarian Costs.** The city where the animal originated from will bear all veterinary costs for that animal.

Katherine A. Gallagher, Mayor
City of Brooklyn

Michael P. Byrne, Mayor
City of Parma Heights

CITY OF BROOKLYN
CLASSIFICATION SPECIFICATION
An Equal Opportunity Employer

Class Title:	Animal Control Officer	Class Number:	61311
Status:	Classified	Branch/Group:	Police-Animal Control

2. Reports any issues related to Child Abuse or Domestic Violence as required by City Ordinance 505.01 and/or State Law.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES: necessary to perform duties (* indicates developed after employment).

Knowledge of: City animal control laws and/or regulations;* division policies and procedures;* geographical layout of the City;* Ohio Humane Agent's Training;* animal behavior; animal capture instruments, and/or materials utilization; investigative techniques; animal euthanasia.

Skill in: motor vehicle operation.

Ability to: communicate effectively; work independently or with others; deal with problems involving severable variables within a familiar context; exercise independent judgment and discretion; understand, interpret, and apply laws, rules, or regulations to specific situations; handle sensitive inquiries from and contacts with officials and general public; prepare accurate documentation; travel to and gain access to work sites; exert 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to lift, carry, push, pull, or otherwise move objects.

ESSENTIAL EQUIPMENT: The following are examples only and are not intended to be all inclusive.

Vehicle, radio, cell phone, camera, computer, printer, copy machine, fax machine, and other standard business office equipment, animal control equipment.