

ORDINANCE NO. 2020 - 11

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

WHEREAS, the City of Parma Heights and the City of Brooklyn entered into a Shared Services Agreement for the services of an Animal Control Officer, as authorized in Ordinance No. 2018 - 52; and

WHEREAS, the Mayor and the Council deem it to be in the best interest of the City to amend the 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; and

WHEREAS, Section 9.482 of the Ohio Revised Code authorizes political subdivisions to enter into agreements for shared services.

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 the First Amendment to the 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 amend the Shared Services Agreement in order to continue providing for the services of 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: 4-20-2020


PRESIDENT OF COUNCIL

ATTEST: Florence A Bohdan 4-20-2020
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: 4-20-2020 [Signature]
MAYOR

FIRST AMENDMENT TO SHARED SERVICES AGREEMENT

This First Amendment ("Amendment") to the Shared Services Agreement dated December 20, 2018 ("Agreement") is entered into between the City of Brooklyn and the City of Parma Heights on the _____ day of _____, 2020.

WHEREAS, the Parties desire to make amendments to the Agreement; now, therefore:

1. Unless otherwise noted, all capitalized terms in this Amendment shall have the same meaning as in the Agreement.
2. Subsection b of Section III, Compensation, in the Agreement is amended to read as follows:

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 then-current salary ordinance for the position of the ACO, together with the full overtime compensation 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 Parties agree that the ACO's earned compensatory time shall be separated into banks directly attributable to the city in which the compensatory time was earned, and Parma Heights shall reimburse Brooklyn the full compensation paid to the ACO at any time the ACO's Parma Heights compensatory time is converted to cash (if it is converted to cash) pursuant to any applicable policies. The ACO shall remain an employee of Brooklyn at all times for employment-related purposes.

3. Subsection c of Section III, Compensation, in the Agreement is amended to read as follows:

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;
- vi. Utilities directly attributable to the animal shelter; and

vii. Other miscellaneous expenses to be itemized on a quarterly statement.


4. Section VII, Termination, in the Agreement is amended to read as follows:

The Parties agree the position of the Animal Control Officer will be reviewed annually, on a November 1-to-October 31 basis, as part of the budgetary and operational process. While this agreement may be terminated by either party for any reason, the Parties represent to one another that it is their intention to continue the duration of this Agreement until at least October 31, 2021. 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.

5. All provisions of the Agreement shall be in full force and effect, except as they may be amended by this Amendment.

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

Katherine A. Gallagher, Mayor
City of Brooklyn



Michael P. Byrne, Mayor
City of Parma Heights

Approved as to legal form and correctness:

Law Director
City of Brooklyn

Law Director
City of Parma Heights