

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 City of Zanesville (hereinafter "the City"), a body corporate and politic of the State of Ohio, and the Muskingum County Humane Society (hereinafter "MCHS"), 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 MCHS is the inculcation of humane principles and the enforcement of the laws for the prevention of cruelty to animals; and,

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

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

WHEREAS, the City supports the endeavors of MCHS to enforce the animal cruelty laws; and,

Exhibit A

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

WHEREAS, the City and MCHS have agreed that MCHS will continue the work of enforcing the animal cruelty laws and that the City will be responsible for the payment of a portion of a reasonable salary, divided between Muskingum County and the City, for the work performed by one humane agent.

NOW, THEREFORE, in consideration of the foregoing, and the requirements of the Ohio Revised Code, the City and MCHS do hereby agree to the following:

I. ENFORCEMENT OF OHIO'S ANIMAL CRUELTY LAWS

1. MCHS shall be responsible for contracting with an individual to serve as a humane agent for the purpose of enforcing the animal cruelty laws.
2. MCHS shall provide a copy of any such contract for humane agent services to the City; and, MCHS shall notify the City prior to entering into any such contract.
3. Any humane agent with whom MCHS 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.
4. The humane agent with whom MCHS contracts shall meet with the City during their last regular meeting during the months of May, and September to update the City about the enforcement activities of the preceding months.

II. PAYMENT PROVISIONS

5. The City, pursuant to Ohio Revised Code Section 1717.07, shall pay to MCHS, a maximum of Four Thousand Eight Hundred Dollars (\$4,800.00) annually, for humane agent services, commencing January 1, 2020 through December 31, 2020.
6. The City and MCHS understand and agree that any individual with whom MCHS contracts to serve as a humane agent shall not be an employee or agent of the City.
7. The City shall encumber funds annually for the services provided herein. MCHS shall invoice the City quarterly and within seven calendar days after the last day of March, June, September, and December, in which the service of the humane agent has been provided. Invoices shall include date(s) and description of services.

III. DURATION

8. The term of this agreement shall be for a period of one (1) year commencing on January 1, 2020 and ending on December 31, 2020.
9. Should either party wish to terminate this agreement, that party will provide written notice of not less than thirty (30) days prior to the date of termination to the other party.

IV. NOTICES

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

The City of Zanesville
Attn: David J. Tarbert, City Law Director
401 Market Street, Room 209
Zanesville, Ohio 43701

Muskingum County Humane Society
Attn: Board President
PO Box 283
Duncan Falls, Ohio 43734-0283

V. MISCELLANEOUS

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

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

13. PREVIOUS AGREEMENTS - On the date of execution, this writing constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This Memorandum of Understanding shall supersede any previous communications, representations, contracts, or memorandums of understanding, either written or oral, between the parties and specifically replaces any and all previously executed Memorandum of Understanding entered into between the parties.

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.

Exhibit A

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

CITY OF ZANESVILLE

Dated: _____

by _____
Mayor Jeff Tilton

MUSKINGUM 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 _____

APPROVED AS TO FORM:
DAVID J. TARBERT
CITY OF ZANESVILLE LAW DIRECTOR

By: _____
David J. Tarbert, City Law Director

Ways and Means Committee
Ann Gildow, Chair

ORDINANCE NO. 19-122
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PURCHASE ITEMS
FOR EMPLOYEE RECOGNITION

WHEREAS, City Administration and City Council recognizes its work force is a valuable resource, and the employees of the City deserve recognition for their years of dedication as public servants; and

WHEREAS, during the year 2020 forty (40) employees are expected to hit landmark anniversaries of 5, 10, 15, 20, 25, 30, 40, 45, and 60 years of service; and

WHEREAS, during the year 2020 the City may have employees retire from their career with the City; and

WHEREAS, the Administration and Council feel it is important to recognize those employees for their years of service and dedication.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: The proper city official is authorized to expend an amount not to exceed \$1,500.00 on employee recognition items during the year 2020; said funds will be paid from line item 101-7661-53399.

SECTION TWO: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

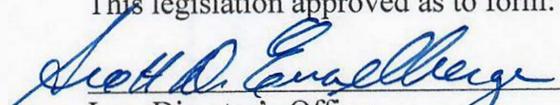
PASSED _____, 2019

ATTEST: _____
Susan Culbertson
Clerk Of Council

Daniel M. Vincent
President Of Council

APPROVED: _____, 2019

Jeff Tilton
Mayor

This legislation approved as to form:


Law Director's Office