

RESOLUTION NO. 6 -1998

Offered by Mrs. Beshara

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A RENEWAL OF THE SERVICE AGREEMENT TO IMPLEMENT THE CANINE UNIT AND DECLARING AN EMERGENCY

WHEREAS, the Village of Richfield has established a Canine Unit in its Police Department; and

WHEREAS, Patrolman Nicholas Kostandaras has served, and wishes to continue to serve, as the handler for the canine in the Canine Unit.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Village of Richfield Police Department Canine Unit consists of "Alex", Badge Number K-9, and Patrolman Nicholas Kostandaras, Handler.

SECTION 2. That the Village of Richfield Canine Unit is established to assist the Police Department in the successful apprehension and prosecution of the criminal element.

SECTION 3. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into a renewal of the Service Agreement with Nicholas Kostandaras as handler of the canine which comprises the Canine Unit, a copy of which renewed Service Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to assist the safety forces of the Village; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: January 20, 1998 Michael Lyons
President of Council

ATTEST: Carol Gibson
Clerk of Council

Donald B. Larsen
Mayor

Dated: 1/21/98

SERVICE AGREEMENT

THIS AGREEMENT, entered into this 2nd day of February, 1998, by and between the Village of Richfield, hereafter referred to as "the Village", and Nick Kostandaras, hereafter referred to as "Handler."

TERM

This agreement shall commence February 1, 1998 and shall continue until terminated by either party pursuant to Section 12.

WITNESSETH:

WHEREAS, Handler is the owner of a German Shepherd named Alex, which, together comprise a "canine unit" within the meaning of Chapter 109:2-7 of the Ohio Administrative Code; and

WHEREAS, the Canine Unit has been certified by the executive director of the Peace Officers Training Council as provided in Chapter 109:2-7 of the Ohio Administrative Code; and

WHEREAS, the Village desires to utilize the Canine Unit as a general duty canine unit within the provisions of the Ohio Administrative Code.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual benefits herein, the parties hereto agree as follows:

1. Handler and Alex will comprise a general duty canine unit as that term is defined in Chapter 109:2-7-05 of the Ohio Administrative Code, and shall report to general duty for general police work for the Richfield Village Police Department.
2. Handler agrees to maintain the necessary certification of the canine unit as required by Chapter 109:2-7-05 of the Ohio Administrative Code.
3. The Canine Unit, composed of the Handler and the dog, Alex, will be available at the hours prescribed by the Chief of Police of the Richfield Village Police Department. Alex will be available the same hours as the Handler.
4. The Village will pay the Handler One Hundred Twenty-Five Dollars (\$125.00) per month for the services of the Canine Unit.
5. The Village will pay up to Four Hundred Dollars (\$400.00) per year for normal veterinary costs, including but not limited to: shots, worming and general physical examinations for

Alex. If Alex is injured on duty, the Village will pay all veterinary costs for Alex, not to exceed Five Hundred Dollars (\$500.00). The Village will pay One Thousand Five Hundred Dollars (\$1,500.00) toward the replacement of Alex if killed or permanently injured while on duty. Reimbursement for normal veterinary costs and veterinary costs related to injuries will be provided upon presentation of veterinary bills.

6. The Village will provide an allowance of Three Hundred Dollars (\$300.00) for gear needed for the K-9 Program. Reimbursement for gear will be provided only upon prior approval of the Chief of Police and upon presentation of bills for the gear.

7. The Village agrees to be responsible for Alex for any acts of the dog while on duty. The Handler agrees to be responsible for any acts of the dog while off duty. The Village agrees to be responsible for any loss, or damage attributable to the conduct of Alex or the Canine Unit as permitted by the Richfield Village Police Department's policy of liability insurance covering the Canine Unit.

8. In addition to certification under the Ohio Administrative Code, the Handler agrees to keep Alex's training updated at the direction of the Chief of Police of the Village (sixteen hours or two shifts per month).

9. The Handler and the general duty Canine Unit agree to abide by the Chief of Police of the Village, for on and off duty activities.

10. The Handler shall provide the Chief of Police proof of an x-ray for hip displacia after Alex reaches two (2) years of age.

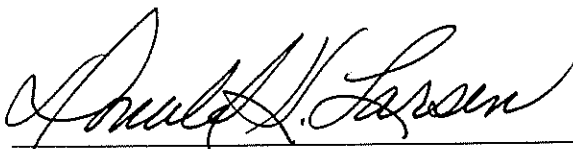
11. The Handler shall provide the Chief of Police with a current examination of a veterinary ophthalmologist showing that Alex has good eyesight.

12. This agreement may be terminated by either party giving 30 days written notice to the other party. Should the canine die, or other extraordinary event occur, and the Village determines not to continue the Canine Unit, the Mayor may give written notice immediately terminating the contract. Otherwise, the decision to terminate the contract by the Village shall be authorized by a Resolution passed by Council.

IN WITNESS WHEREOF, the undersigned hereby set their hands on the date and year aforesaid.

WITNESSES:





Mayor Donald Larsen

Joyce Remeo

Joyce Remeo

Joyce Remeo

John E. Walsh

Chief/John E. Walsh

Nick Kostandaras

Handler Nick Kostandaras

Eleanor Lukovics

Finance Director Eleanor Lukovics



Alex

"I hereby certify that funds have been appropriated and are available for this expenditure."

Eleanor Lukovics
Finance Director