

AN ORDINANCE AUTHORIZING A RENEWAL OF THE CONTRACT FOR CANINE SERVICES THROUGH DECEMBER 31, 1997

BE IT ORDAINED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Nicholas Kostandaras, Jr. to renew the canine services for the Village for the period from August 1, 1997 through December 31, 1997, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: August 5, 1997

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 8/7/97

ATTEST:

[Signature]  
Clerk of Council



SERVICE AGREEMENT

THIS AGREEMENT, entered into this 1st day of August, ~~1996~~, <sup>1997</sup>, 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 be effective from the date stated above through the 31st day of December, 1997, and may be renewed only upon approval of the Village Council.

**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 ophthamologist showing that Alex has good eyesight.

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

WITNESSES:

Sammy Lang

Butch Hilbert

Butch Hilbert

Joe Ann Maurin

Donald H. Larsen  
Mayor Donald Larsen

John E. Walsh  
Chief John E. Walsh

Nick Kostandaras #21  
Handler Nick Kostandaras

Eleanor Lukovics  
Finance Director Eleanor Lukovics