

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

WHEREAS, the Village of Richfield is interested in establishing a Canine Unit in its Police Department; and

WHEREAS, Patrolman Nicholas Kostandaras is interested in serving 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 Service Agreement with Nicholas Kostandaras as handler of the canine which comprises the Canine Unit, a copy of which 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: July 2, 1996

[Signature]
President of Council

ATTEST:
[Signature]
Clerk of Council

[Signature]
Mayor

Dated: 7/9/96

SERVICE AGREEMENT

THIS AGREEMENT, entered into this 9th day of July, 1996, 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 1st day of August, 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.

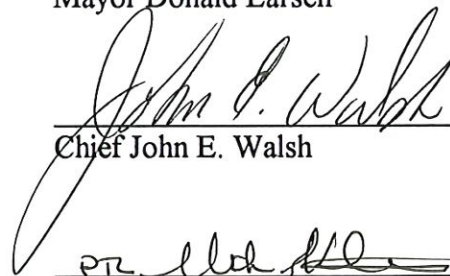
WITNESSES:





Mayor Donald Larsen






Chief John E. Walsh





Handler Nick Kostandaras





Finance Director Eleanor Lukovics