

RESOLUTION NO. 12-04
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James E. Singer ON THE
19th DAY OF April, 2004.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH ANTHONY
M. BERAN, TO SERVE AS CENTERVILLE'S CANINE OFFICER.

WHEREAS, The City has purchased a canine for use in its police activities, and

WHEREAS, It is necessary to assign a police officer of the City to the duty of
caring for and maintaining the said canine, and

WHEREAS, Anthony M. Beran is ready, willing and able to provide for the care
and maintenance of the said canine.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the action taken by the City Manager to enter into an agreement
with Anthony M. Beran to serve as Centerville's canine officer, said agreement which is
attached hereto, marked as Exhibit "A", be and is hereby ratified.

PASSED this 19th day of April, 2004.

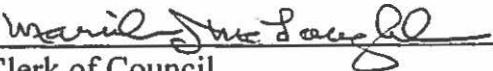
C. Mark Kenney
Mayor of the City of Centerville, Ohio

ATTEST:

Marie J. McLaughlin
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 12-04, passed by the Council of the City of Centerville, Ohio, on the 19th day of April, 2004.


Clerk of Council

Approved as to form, consistency
with existing Ordinances, the Charter
and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CANINE MAINTENANCE AGREEMENT

This Agreement made at Centerville, Ohio this 6 day of April, 2004
by and between the City of Centerville, Ohio, 100 West Spring Valley Road, Centerville, Ohio
45458-3579, an Ohio municipal corporation (hereinafter "the City") and Anthony M. Beran,
921 Greenway Court, Miamisburg, Ohio 45342 (hereinafter "the Canine Officer");

WITNESSETH:

WHEREAS, the City has purchased a canine for use in its police activities; and

WHEREAS, it is necessary to assign a police officer of the City to the duty of caring
for and maintaining the said canine; and

WHEREAS, the Canine Officer is ready, willing and able to provide for the care and
maintenance of the said canine;

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to
them mutually accruing, the parties hereto agree as follows:

1. TERM This Agreement shall be effective upon the date of execution and shall
remain in effect until terminated by either party upon the giving of thirty (30) days prior
written notice or upon the termination of the employment of the Canine Officer with the City
whichever shall first occur.

2. OWNERSHIP OF THE CANINE AND COMPLIANCE WITH LAWS At all
times the said canine shall remain the property of the City and the City shall be solely
responsible for all licensing of the said canine and for compliance with all laws relating to said
licensing. The Canine Officer shall be responsible for compliance with all other laws and
ordinances relating to the keeping of animals.

3. EXPENSE ALLOWANCE The City shall pay to the Canine Officer the sum of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) upon the execution of this Agreement and upon each anniversary date of this Agreement during the Term thereof. The Canine Officer shall use said money for the expenses in keeping and maintaining the said canine. The said costs shall include, but may not be limited to, food, equipment, insurance and veterinary services. The parties, by mutual agreement, may adjust this figure from time to time.

4. HOUSING OF THE CANINE The said canine shall be housed in the residence of the Canine Officer and shall not be kenneled except upon a temporary basis.

5. DUTY SHIFT AND COMPENSATION The Canine Officer shall be assigned a normal duty shift of seven (7) hours per day exclusive of overtime. The Canine Officer shall be compensated for eight (8) hours per day it being understood that the extra hour off duty shall be devoted to the care and maintenance of the said canine. Work performed on a normal day off other than canine care and maintenance shall be compensated at normal overtime rate.

6. ON CALL STATUS Due to the nature of this assignment, the Canine Officer agrees to be "on call" by pager with the understanding that his/her services may be requested at any time, day or night. Should the Canine Officer not be available to respond to a request during a normal time off period, he/she will not be subject to disciplinary action. However, repeated failure to respond during such periods will be grounds for a re-evaluation of the Canine Officer's commitment to the program and could be used as part of assessing whether to retain the said officer in the position of Canine Officer. Compensation at overtime rates for responding to a "call out" shall be calculated from the time the Canine Officer has actually left

his residence.


7. PERSONAL SERVICE AGREEMENT This is a personal service agreement between the City and the Canine Officer. Accordingly, the Canine Officer may not assign any of the duties set forth herein to any other person without the prior written consent of the City.

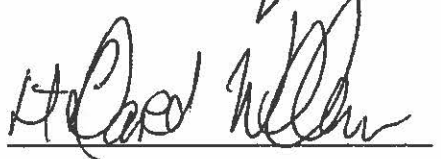
8. PUBLIC CONTRACT The parties agree that, while this is a Public Contract, it is not made in violation of R.C. §2921.42 because it meets all of the criteria set forth on R.C. §2921.42 (C).

9. MISCELLANEOUS This Agreement represents the entire understanding between the parties and supersedes any prior oral or written understanding. No modification or amendment shall be effective unless in writing, signed by both parties. Any written notices hereunder shall be sent by ordinary mail at the addresses given for the parties stated above unless a new address is given in writing to the other party by the party changing the address. Hand delivered personal delivery of any notice is also permitted. In the case of the City, hand delivery shall be made to the police officer in command on post at the time of the delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WITNESS:



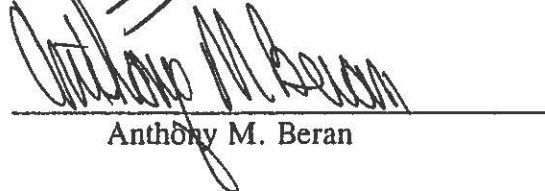


CITY OF CENTERVILLE

BY:



Gregory B. Horn, City Manager



Anthony M. Beran