

ORDINANCE NO. 117-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT AND ENTER INTO AN AGREEMENT FOR POLICE SERVICE DOG WITH THE MEDINA CITY SCHOOLS, PERTAINING TO A SCHOOL RESOURCE OFFICER K9 PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: The Medina Police Department and Medina City Schools would like to collaborate on a School Resource Officer K9 Program; and

WHEREAS: The K9 training for the SRO handler and upfit of a K9 vehicle will be paid for by a School Safety Grant secured by the Medina City Schools in the amount of \$24,492.00; and

WHEREAS: The Police Department requests authorization to receive the grant and to authorize the Mayor to enter into the Agreement for Police Service Dog with the Medina City Schools; and

WHEREAS: This request also includes authorization for the expenditures to Shallow Creek Kennels (\$16,500) and Hall Public Safety (\$7,992) for upfitting of a Medina Police Department provided vehicle.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized to accept the grant funding and to enter into an Agreement for Police Service Dog between the City of Medina and Medina City Schools;

SEC. 2: That a copy of the agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 4: That the expenditures to Shallow Creek Kennels and Hall Public Safety, in the amount of \$24,492 are available as follows: \$16,500 (Shallow Creek Kennels) in Account No. 106-0101-54413 and \$7,992 (Hall Public Safety) in Account No. 106-0101-54413.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this

Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason agreement and funding needs to be in place to secure the K9; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 24, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 25, 2024

SIGNED: Dennis Hanwell
Mayor

ORD. 117-24
Exh. A

AGREEMENT FOR POLICE SERVICE DOG

And now this 25th day of June, 2024, this agreement is hereby entered into as between the **City of Medina**, 132 North Elmwood Avenue, Medina, Ohio 44256, hereinafter referred to as "City," and the **Medina City Schools Board of Education**, 739 Weymouth Road, Medina, Ohio 44256, hereinafter referred to as "School Board," and the consideration thereof agreed as follows:

ARTICLE I

This written agreement will become effective on the date of execution of same, and will remain in full force and effect upon the death of the service dog that is to be purchased pursuant to this agreement or unless this agreement is otherwise terminated.

ARTICLE II

The School Board will provide to the City a sum of Twenty-four Thousand Four Hundred Ninety-two Dollars (\$24,492) in monies to purchase a police service dog for utilization at Medina City Schools and primarily at the Medina City High School. It is anticipated that the Twenty-four Thousand Four Hundred Ninety-two Dollars (\$24,492) amount shall be secured pursuant to grant funding. This dog will be trained to provide bomb and firearms detection services, as well as mental health support. The police service dog will be owned by the City and will be under the control and supervision of the Medina City Police Department and the Medina City Police SRO.

ARTICLE III

Monies from the Twenty-four Thousand Four Hundred Ninety-two Dollars (\$24,492) amount shall be utilized by the City to purchase and train the service dog and to outfit a Medina City Police Department vehicle for care and transport of the police service dog.

ARTICLE IV

The Medina City Police Department, through its SRO, agrees to devote time, expertise, and effort to the performance of primary services as outlined herein; it is understood as between the parties that the Medina City Police Department may make use of the police service dog or other services as deemed necessary for situations or individuals who may not be a party to this agreement during the life of this agreement.

ARTICLE V

The Medina City Police Department agrees to supply all food, board, and maintenance for the police service dog that is utilized pursuant to terms of this agreement. The Medina City Police Department will supply all tools and instruments required to perform the service as contracted for pursuant to the terms of this agreement. The Medina City Police Department

agrees to assume sole and complete responsibility for all injuries that may be sustained by either the police service dog or others, which may occur during the use of the police service dog. The Medina City Police Department shall maintain a liability insurance policy that insures the service dog and the use of the service dog. Each party to this agreement shall be responsible for its own negligence or the negligence of its own agents and/or employees.

The Medina City Police Department will be providing a police vehicle for transport of the police service dog and will pay for training for the Medina City Police Department SRO as the police service dog's handler.

ARTICLE VI

The Medina City Police Department will ensure that all Medina City School Board policies are followed; the Medina City School Board policies are attached and set forth on the Police Dog Memo of Understanding, which is attached to this agreement and incorporated herein.

ARTICLE VII

The police service dog shall be trained to possess the proper drives and characteristics in the following areas: area search, article search, building search, obedience work, bomb and firearms detection, and shall be trained as an animal useful for mental health support.

ARTICLE VIII

This agreement shall terminate upon the death of the chosen police service dog or upon one hundred eighty (180) days' written notice by either party to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officer, intending to be legally bound hereby.

MEDINA CITY SCHOOLS

By: Kristine M. Quallach

Its: Assistant Superintendent

CITY OF MEDINA, OHIO

Dennis Hanwell
DENNIS HANWELL, Mayor