

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9262

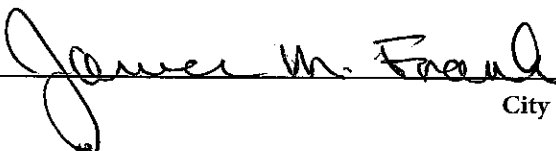
DATE 2-17-22

TITLE


RESOLUTION FOR A CONTRACT FOR SERVICES BETWEEN THE CITY OF WILLIAMSPORT AND BLUELINE K9, LLC

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Contract/Agreement attached hereto, and the City of Williamsport and Joseph Lutkowski, proprietor of Blueline K9 LLC, 102 Rafferty St, Old Forge, PA 18518, for the training services of the Williamsport Bureau of Police K9 Unit at an annual cost of \$1900 per team, with a maximum of two (2) teams per year for a total annual payment of \$3800, is hereby approved, and the appropriate City Officials are hereby authorized to execute the Contract/Agreement.

Approved



City Clerk



President

BLUELINE K9, LLC

CANINE MAINTENANCE TRAINING CONTRACT 2019

This Agreement made this 1st day of January in the year 2022 by and between BLUELINE K9 LLC, 102 Rafferty Street, Old Forge, PA 18518, herein after called Trainer, and ~~the City of Williamsport, through Police Department's Bureau of Police~~, herein after called the owner, witness, whereas the owner is desirous of having certain canine teams trained for the purpose set forth below. Now therefore, for and in consideration of mutual promises contained herein, and intention of being legally bound, it is hereby mutually agreed as follows:

I. Owner agrees to make available the following canines:

Canine Name	Breed	Color	Age	Purpose Areas of Training
Niko	Belgian Malinois	Tan	2	Detection/Patrol
Tacoma	German Shepherd	Black/Tan	2	Detection/Patrol

II. Trainers agree to train said canines for the above mentioned purposes of training, subject to the following terms and conditions

- A. The training period shall run for a maximum of ONE (1) Year / Twelve (12) Months, January 2019-2022 – December 2019-2022.
- B. The Training time per class will be Four (4) to Eight (8) hours (depending on group size, location, and weather conditions), PER Training day, Three (3) Training Days per month – two (2) Patrol and one (1) Detection. Trainer will be provided for up to 16 hours.
- C. Place of training will be held at a place to be agreed upon. The location may change due to type of training needed and weather, as well as schedule changes
- D. Owner is responsible for payment of training regardless of attendance or absence on training days.
- E. Trainer reserves the right to reject any canine for further training on or before the completion of training
- F. All persons training and or their departments are responsible for their own insurance coverage and understand, that in canine training, accidents and/or injuries will happen from time to time and with this in mind, persons injured by training will hold harmless and indemnify Trainer, its agents and other persons/departments as well as canines who work together and train with this company of any liabilities do to training, or canine related work.

H. ADDING or REMOVING a team from existing contract:

- 1. In the case of Owners with only one (1) team : In the event canine and/or team become decommissioned or is unable to perform their duties as a canine Unit under Owners authority during the contract period, Trainer will agree to cancel contract and discontinue billing or refund amounts already paid by Owner after said incident.
- 2. In the case of Owners with Multiple Teams : Should a canine/team become fully unable or unavailable to perform the duties for the police department (i.e retirement or death), Trainer will reimburse Owner in the amount of the stricken team from the time of disablement through the remaining term of the contract. Or should Owner choose to pay monthly or quarterly, the billed amount will be reduced by the amount for the stricken team from time of disablement through the term of the contract.
- 3. Furthermore, should owner train a NEW team during the contract period and wishes to add this team to Owners monthly training sessions with Trainer, ~~the current contract will become void and an addendum to this new contract will be drafted~~ required to reflect an equitable adjustment. The owner will be billed for the new/remaining balance (if paid yearly) or monthly and quarterly installments will be adjusted and billed appropriately.

III. Payment for said training at the rate of Seventy Five Dollars (\$75.00) per training, day per team shall be as follows. Choose one of the following payment plans; Owner will be invoiced accordingly on the first business day of each month, quarter or year

Monthly	Quarterly	Yearly
\$	\$	\$3800.00

IV. Trainer, its agents, employees and anyone aiding Trainer, to include other departments personnel and canines, with respect to training and assisting with canines or handlers in this program, assume no responsibility of any nature, with respect to the performance, activity, training, nature, demeanor, or propensities of any canine handler, during training or subsequent to the canines delivery to owner. Owner expressly understands and agrees the Trainer has no control over canines once they leave training and said canine may lose its training proficiency subsequent to delivery or at the end of training of canine. Owner expressly agrees that as part of the consideration to the Trainer, releases the Trainer, its agents, employees and others who will be assisting, or other departments personnel and canines involved in said training, from any and all liability of any nature, with respect to the owner or any third person, of any activity liability once the canine has been delivered or leaves training at the end of training to the Owner. Owner further expressly agrees, to the extent permitted by law, to indemnify and hold trainer, its agents, employees, and other persons, departments handlers and canines representing Trainer or its-self, harmless with respect to any alleged liability or liabilities that the trainer or above persons and departments may be charged with, in the event litigation occurs by reason of activities or training of the canine(s).

In witness whereof, the parties have executed this agreement the day and year first written

X Joseph Dutta 2/7/22
Trainer Representative and Date

X Wendy Staughton
Owner Representative and Date

Margaret J. Woodring
Controller
Jayne M. Frank
City Clerk

HIGHLIGHTS OF PROFESSIONAL DEVELOPMENT

- 2002 - Present Pocono Mtn Regional Police K9 Officer - currently on my 3rd K9 Partner
- 2000 - Present Police Officer with Pocono Mtn Regional Police Department
- 1992 -1996 Wilkes University - Obtained Criminal Justice / Sociology Degree
- 2002 - Present Member of NAPWDA - North American Police Work Dog Association
- 2011- Present Master Trainer in Patrol Utility / Narcotics - NAPWDA
- 2007 - 2011 Trainer on Patrol Utility / Narcotics - NAPWDA

Activity for 2021

- January- December Trainer for 20 K-9 Teams.
Responsible for 16 hours of maintenance patrol/narcotic/explosives training per month for the entire year
- April 2021 Conducted NAPWDA Certification for Burks County Sheriff Office
- May2021 Attended Blueline K9 Training Conference - St Louis - 16 Hours Continuing Education
- June 2021 Certified 7 Howard County Police K9 Teams - Maryland
- July 2021 Certified 12 K9 Teams - Eastern Shore Maryland
- October 2021 Assisted Master Trainer William Sombo with NAPWDA Patrol and Narcotics Certifications on 9 Teams. Also was Certified with my patrol/narcotics K9
- November 2021 Conducted NAPWDA Patrol and Narcotic Certifications in PA - 15 Teams
- November 2021 Conducted NAPWDA Patrol and Narcotics Certifications - Ocean City MD - 5 Teams
- January –December Responsible for Pocono Mtn Regional K9 Units maintenance training for patrol and narcotics.
- December 2021 Conducted Pennsylvania Legal Updates – 8 hours of continuing education



MEMORANDUM

Date: 02/11/2022

To: Mayor Derek Slaughter and Williamsport City Council Members

From: Justin D Snyder, Chief of Police Operations 

Re: New Contract/Agreement Services with Blueline K9, LLC

Attached for your review and approval is a resolution authorizing a new Contract/Agreement between the Williamsport Bureau of Police and Joseph Lutkowski, proprietor of Blueline K9, LLC of Old Forge PA. Attached with this memorandum, you will find a resume, provided by Mr. Lutkowski, outlining his professional development, certifications (to include National certifications), and achievements. Mr. Lutkowski has made himself readily available to answer any questions you may have if requested.

As a result of this new Contract/Agreement, the cost of training services for the Williamsport Bureau of Police K9 Unit will be as follows:

- K9 Team Niko = \$1900 annually
- K9 Team Tacoma = \$1900 annually

\$3800 annually

This new Contract/Agreement with Blueline K9 will yield a cost savings of about \$6200 and will provide each K9 team with National Certifications.

K9 services with Muddy River Academy have been terminated. Termination of services with Muddy River Academy and the new Contract/Agreement with Blueline K9, LLC were reviewed and approved by Solicitor Austin White.

Attachments:

1. Blueline K9 LLC Canine Maintenance Contract
2. Joseph Lutkowski Resume