

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8952

DATE 11-21-19

TITLE

**Resolution for a Contract between the Williamsport Bureau of Police and
Shallow Creek Kennels Inc.**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Contract for Services attached hereto, and between the Williamsport Bureau of Police, otherwise referred to as "Williamsport Police Department", and the Shallow Creek Kennels Inc., 6572 Seneca Rd., Sharpville, PA 16150 for services related to the procurement and training of one Narcotic Detection/Patrol Police Service Dog and the training of one handler; and the appropriate City Officials are hereby authorized to execute this Contract.

Approved

Jessica M. Friend
City Clerk

Andrew Miller
President

SHALLOW CREEK KENNELS INC.

6572 Seneca Road
Sharpsville, PA 16150

CONTRACT FOR SERVICES

Narcotics Detection/Patrol Police Service Dog

And now this 8th Day of November 2019 this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" of and Williamsport Police Department hereinafter referred to as "Department" and in consideration thereof agree as follows:

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of six weeks which is agreed to be six weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than December 30th, 2019, and is estimated to conclude on or before January 31st, 2020.

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference. The Contractor shall provide the pre-training of one (1) canine(s) supplied by the Contractor and the training of one (1) handler(1) chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to pay the Contractor the sum of \$14,500.00 said to be paid as follows: \$10,000.00 deposit to be paid by As soon as possible, and the balance of \$4,500.00 at the conclusion of the training session, no later than January 31st, 2020. In the event that the Department desires to terminate the Agreement prior to the conclusion of the six week training session, the Department shall forfeit any and all sums of money paid to the Contractor.

ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusions of the training sessions.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas: tracking, area search, article search, building search, criminal apprehension, obedience work, handler protection and narcotics detection with respect to Cocaine, heroin, methamphetamines and all of their derivatives. (NO) (YES)(NOT SURE YET) Marijuana. Provided that the canine team(s) meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine(s) and handler(s).

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

WITNESS:

ATTEST:

PARTIES OF THE FIRST PART:

C. John Brannon II

Shallow Creek Kennels, Inc. Agent

PARTY OF THE SECOND PART:


Head of Department

SHALLOW CREEK KENNELS INC.

6572 Seneca Road
Sharpsville, PA 16150

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