

RESOLUTION NO. 4172

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH SHALLOW CREEK KENNELS INC. FOR K9 ACQUISITION TRAINING SERVICES.

WHEREAS, the City of Miles City desires to acquire a K9 drug dog for the Miles City Police Department, as well as training services, provided by Shallow Creek Kennels, Inc.

AND WHEREAS, a contract for services has been provided by Shallow Creek Kennels Inc. pertaining to the same;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The Contract for Services between the Miles City Police Department and Shallow Creek Kennels, Inc., attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 24TH DAY OF JULY, 2018.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

SHALLOW CREEK KENNELS INC.
CONTRACT FOR SERVICES

And now this 2nd day of May 2018, this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" and Miles City 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 Four weeks which is agreed to be Four weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than October 1st, 2018 and is estimated to conclude on or before October 26th, 2018. Contract must be signed and returned as soon as possible to assure a position in class.

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) canines supplied by the Contractor and the training of One (1) handler (s) 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 \$10,800.00 said to be paid as follows: \$7000.00 deposit to be paid no later than August 20th, 2018 and \$3,800.00 to be paid at the conclusion of the training session, no later than October 26th, 2018. In the event that the Department desires to terminate the Agreement prior to the conclusion of the four 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.

It is specifically agreed to that the Department shall indemnify and hold the Contractor harmless from any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusion of the training sessions. 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 Department further agrees to hold the Contractor harmless from any and all claims which may arise from any act or omission of the Departments canines or handlers.

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. The Department shall indemnify the Contractor free and harmless from any obligations, cost, claims, judgments, attorney fees and attachment arising from, growing out of or in any ways connected with the services rendered to the Department under 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:
Narcotics Detection with respect to marijuana, cocaine, methamphetamines, heroin and all of their derivatives.
Tracking with Article Search.

Provided that the canine team 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 and handler.

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

WITNESS:

PARTIES OF THE FIRST PART:

C. John Brannon II

Shallow Creek Kennels, Inc. Agent

ATTEST:



PARTY OF THE SECOND PART:



Department

Shallow Creek Kennels, Inc.

6572 Seneca Road
Sharpsville, PA 16150
724*646*1895 www.shallowcreekk9.com

Fax 724-646-1895 or E-mail sckk9warden@pymtele.net

Please Print and fill out the following questionnaire regarding the selection of your Departments new canine.

Name and Address of Department: Miles City
Police Department 210 S.
Winchester, Miles City, MT 59301

Contact Name & Phone #: CHRIS FETTY (559) 676-9939

E-Mail and Fax #: cfetty@miles-city-mt.org 406-234-4270 FAX

Breed desired: German Shepherd Belgian Malinois Dutch Shepherd Labrador
Retriever German Shorthair Pointer No Preference

Male or Female

Narcotics Indication: Passive (sits on odor) Aggressive (digs on odor)

Additional Comments:

Shallow Creek Kennels, Inc. Academy Preparation

Class starts Monday morning at 8 am. If you are staying at the facility, you are welcome to arrive between 3pm and 8pm on Sunday evening.

Suggestions for handlers:

Bring clothing for all types of weather, raingear, a couple pair of boots, gloves etc.

Notebook

Index cards

Highlighter

Cigarette Lighter

Pens

Uniforms for pictures (Full duty gear and vest, flashlight and weapons).

Items for your K9 vehicle for accidents and convenience, suggested:

Spare keys for your K9 vehicle

Old Towels for Dog

Garbage bags

Rubber gloves

Change of Clothes

Paper Towels

Personal First Aid Kit

2.5 Gallon Gas Can (New) for K9 water

Water Bowl (Stainless Steel)

Mosquito Repellent

Sunscreen lotion

If you plan on nationally certifying your canine thru North American Police Work Dog Association there is a \$45.00 membership fee. A membership form is available for download at www.napwda.com. This fee is to be paid directly to N.A.P.W.D.A. , not by or through Shallow Creek Kennels, Inc.