

**RESOLUTION NO. R21-02**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH SHALLOW CREEK KENNELS INC. FOR THE PROVISION OF K-9 TRAINING SERVICES FOR THE CITY OF LAUREL'S POLICE DEPARTMENT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The contract between the City of Laurel and Shallow Creek Kennels, Inc. relation to K-9 Training Services, a copy attached hereto and incorporated herein, is hereby approved.

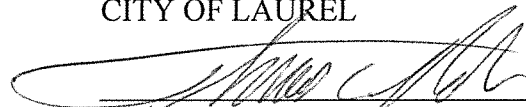
Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the contract on behalf of the City.

Introduced at a regular meeting of the City Council on January 26, 2021, by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel this 26<sup>th</sup> day of January 2021.

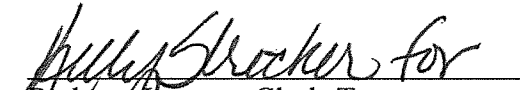
APPROVED by the Mayor this 26<sup>th</sup> day of January 2021.

CITY OF LAUREL



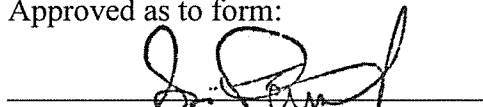
Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

**SHALLOW CREEK KENNELS INC.**  
**CONTRACT FOR SERVICES**

And now this 15th day of December 2020, this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" and Laurel 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 March 15th, 2020 and is estimated to conclude on or April 9th, 2020. 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 \$11,500.00 said to be paid as follows: \$8,000.00 deposit to be paid no later than February 1st, 2021 and \$3,500.00 to be paid at the conclusion of the training session, no later than April 9th, 2021. 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 YES OR NO 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.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

**WITNESS:**

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**PARTIES OF THE FIRST PART:**

*C. John Brannon II*

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Shallow Creek Kennels, Inc. Agent

**ATTEST:**

  
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**PARTY OF THE SECOND PART:**

  
\_\_\_\_\_  
Department