

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8975

DATE 1-23-20

TITLE

**Resolution for a Contract for Services between the City of Williamsport
and the Muddy River K-9 Academy**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Contract/Agreement attached hereto, and between the City of Williamsport and Carol Karchnak, sole proprietor D/B/A Muddy River K-9 Academy, 1703 Cold Storage Rd., New Bloomfield, PA, for the maintenance training services of the Williamsport Bureau of Police Canine (K9) Unit at annual cost of \$5,000 per team, with a maximum of (3) three teams per year for a total annual payment of \$15,000, is hereby approved, and the appropriate City Officials are hereby authorized to execute the Contract/Agreement.

Approved

James M. Freund
City Clerk

Michael J. Blasing
President

AGREEMENT

THIS AGREEMENT made and entered in this _____ day of _____, 2020, by and between the **CITY OF WILLIAMSPORT**, a municipal corporation, having its principal office in the City of Williamsport, Lycoming County, Pennsylvania and hereafter referred to as "City of Williamsport" and **CAROL KARCHNAK, sole proprietor D/B/A MUDDY RIVER K-9 ACADEMY**, 1703 Cold Storage Rd. New Bloomfield, Pennsylvania, hereinafter referred to as "**Independent Contractor**".

WITNESSETH:

WHEREAS, Independent Contractor has agreed to provide K-9 Training for the City of Williamsport, Bureau of Police.

WHEREAS, City of Williamsport has agreed to use Independent Contractor exclusively after the initial K-9 training by an outside contractor to perform proficiency evaluation and monthly maintenance training.

NOW, THEREFORE, the parties, hereto for and in consideration of the sum set forth herein, and for other valuable and good consideration, and intending to be legally bound, hereby, do mutually covenant and agree as follows:

1. The recitals set forth above are incorporated herein by reference thereto.
2. **Term:** This Agreement will be in effect from _____ through _____. This Contract shall be subject to termination by either party upon thirty (30) days written notice.
3. **Contract Amount:** City of Williamsport agrees to make payments to Independent Contractor for K-9 Training services at an annual rate of \$5,000.00 per team, maximum of (3) three teams per year for a total payment of \$15,000.00. Payment to be received by the start of the year's training cycle.
4. **Services Performed:** City of Williamsport will purchase the K-9 and initial training will be conducted by an outside company. Upon the K-9 team completing initial training and returning to the City of Williamsport, "Independent Contractor" shall conduct its own proficiency evaluation and provide retraining if necessary; prior to providing a recommendation for deployment. Independent Contractor will provide a maximum of 24 sessions in any calendar year and a maximum of (3) teams for the contract amount. Trainings will be conducted in the City of Williamsport or surrounding area on the first and third Monday of each month with reasonable flexibility to reschedule due to conflict in schedule or inclement weather. The City of Williamsport shall be responsible for the purchase of equipment to be used by the handler.

5. **Limitation on Liability:** It is understood that there is no current certification standard established for K-9 deployment in the Commonwealth of Pennsylvania. Independent Contractor will use their experience and knowledge to provide training in conformity with City of Williamsport K-9 policy. However, Independent Contractor cannot guarantee a canine's performance and there are inherent risks of animal handling, canine behavior, and direct and consequential damages that may arise as a result of police training and deployment. Wherefore, the City of Williamsport agrees to hold harmless the Independent Contractor, its agents, and employees, for or on account of any damages or loss, including the cost of litigation or legal counsel, resulting from the actions of the K-9 team training and deployment.

6. **Termination of Contract:** Either party upon thirty (30) days written notice may terminate this contract. It is expressly understood that any outside training of the K-9 after initial training and return to the City of Williamsport that is conducted without the express written permission and approval of the Independent Contractor will constitute a breach of this Agreement and forfeiture by the City of Williamsport of any payment previously received by the Independent Contractor for services yet to be rendered.

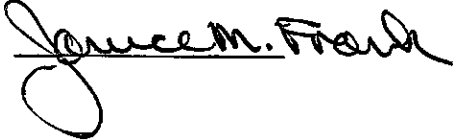
7. The within Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

8. The within Agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

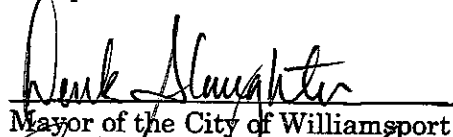
9. **Dispute of this Contract:** The City of Williamsport and Independent Contractor agree if any dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation prior to instituting litigation in a court of law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first about-written.

ATTEST:


Louise M. Frank

Carol Karchnak D/B/A Muddy River
K-9 Academy
Independent Contractor


Donk Slaughter
Mayor of the City of Williamsport


Margaret J. Pondring
Controller