

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 18, 2019

SUBJECT: Budget Amendment – Village of Flat Rock Donation

PRESENTER: Sheriff Lowell S. Griffin

ATTACHMENTS: Yes

1. Budget Amendment
2. Contract with Shallow Creek Kennels
3. Letter from The Village of Flat Rock

SUMMARY OF REQUEST:

The Sheriff's Department is requesting that the Board accept \$14,500 donated by The Village of Flat Rock, specifically for the purchase of a new K9 unit. The donated funds will be deposited into the K9 Revenue line item (114431-492010) with the expenditure budgeted in the K9 Supplies (115431-526003) for the purchase and training of a new K9 Unit.

The K9 will be purchased from, and trained at, Shallow Creek Kennels.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached contract with Shallow Creek Kennels and the Budget Amendment as presented.

Suggested Motion:

I move the Board of Commissioners approve the attached contract with Shallow Creek Kennels, and the Budget Amendment as presented.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Sheriff

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115431-526003</u>	<u>K9 Program Supplies</u>	<u>\$14,500.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>Total</u>	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114431-492010</u>	<u>K9 DONATION</u>	<u>\$14,500.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>Total</u>	_____	_____

Justification: *This is to transfer dontation from The Village of Flat Rock into the expense line item*

Chief Deputy
Vanessa R. Sillist

Authorized by Department Head

Date 8/29/2019

Authorized by Budget Office

Date

Authorized by County Manager

Date

<i>For Budget Use Only</i>	
Batch #	_____
BA #	_____
Batch Date	_____

SHALLOW CREEK KENNELS INC.

6572 Seneca Road
Sharpsville, PA 16150

CONTRACT FOR SERVICES

Narcotics Detection/Patrol Police Service Dog

And now this 25th Day of June 2019 this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as “Contractor” of and Henderson County Sheriff's Office 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 September 30th, 2019, and is estimated to conclude on or before November 8th, 2019.

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 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 August 19th, 2019, and the balance of \$4,500.00 at the conclusion of the training session, no later than November 8th, 2019. 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 marijuana, cocaine, heroin, methamphetamines and all of their derivatives. 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:

PARTIES OF THE FIRST PART:

C. John Brannon II

Shallow Creek Kennels, Inc. Agent

ATTEST:

PARTY OF THE SECOND PART:

Head of Department

From the desk of – BOB STATON

**VILLAGE OF FLAT ROCK
110 Village Center Drive
Flat Rock, NC 28731
(828) 697-8100**

TO: Sheriff Griffin
DATE: August 15, 2019
RE: K-9 purchase/training

Sheriff:

I am pleased to enclose a check for \$14,500.00 from the Village of Flat Rock for the purchase of a new dog and related training for your K-9 unit. I understand the purchase is about to occur.

I wish the best for the dog and its handler, and we look forward to meeting both when the time is right.

Regards,

A handwritten signature in cursive script, appearing to read "Bob Staton".