

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign a Contract 2023-0338 Single & Multi-Purpose Police Service Dog (Malinois, German Shepherd, Dutch Shepherd, sporting breed) ("Contract") with the Qualified Vendors ("Vendors"), identified in Exhibit A to this Resolution, to provide Service Dogs to the City of El Paso's Police Department ("Police Department") for a period of two (2) years from May 9, 2023 through May 8, 2025, in a total, aggregated amount of \$200,000.00.

The City Manager or his designee is authorized to select among the Vendors to provide Single & Multi-Purpose Police Service Dog (Malinois, German Shepherd, Dutch Shepherd, sporting breed) for future City needs as determined in the sole opinion of the City including, additional consideration or specialty. All associated fees and costs will be negotiated at the time of City's request of Vendor.

APPROVED THIS 9th **DAY OF** May **2023.**



ATTEST:

Laura D. Prine
Laura D. Prine, City Clerk

CITY OF EL PASO:

Oscar Leeser
Oscar Leeser, Mayor

APPROVED AS TO FORM:

Juan S. Gonzalez
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT

K., Nicole
K., Nicole, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

Peter Pacillas
Peter Pacillas, Interim Police Chief
El Paso Police Department

**“EXHIBIT A”
LIST OF QUALIFIED VENDORS**

Pacesetter K9, LLC dba Pacesetter K9 LLC
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Adlerhorst International, LLC

AGREEMENT

This agreement (this "Agreement") is entered into this 9th day of May, 2023 (the "Effective Date") by and between the City of El Paso, a home rule municipal corporation (the "City"), and PaceSetter K9, LLC, a Texas limited liability company (the "Company").

RECITALS

WHEREAS, the Service Provider possesses the skills, and expertise to provide Single and Dual Purpose Police Service Dogs (Malinois, German Shepherd, Dutch Shepherd, sporting breed) for the City; and

WHEREAS, the City desires to engage the Service Provider to provide Dual Purpose Police Service Dogs (Malinois, German Shepherd, Dutch Shepherd, sporting breed) for the Police Department according to the schedules provided by the City; and

WHEREAS, the City Council for the City of El Paso approved the award of Contract 2023-0338 Single & Multi-Purpose Police Service Dog (Malinois, German Shepherd, Dutch Shepherd, sporting breed) to multiple vendors in an aggregated amount of \$200,000.

AGREEMENT

1. Contractor agrees to adhere to all relevant rules and policies of the El Paso Police Department, and any other City department, as necessary to complete the contracted-for services. Contractor understands that they are not the exclusive provider of such services for/to the City.

2. **TIME OF PERFORMANCE.** The services of Contractor are to commence on May 9, 2023 and shall be completed by May 8, 2025, unless otherwise terminated sooner as provided and permitted herein.

3. **COMPENSATION AND METHOD OF PAYMENT.** The amount paid under this Agreement shall not exceed a pro rata portion of \$200,000.00 per the length of the contract. Contractor is to maintain complete and accurate records for reimbursement for contract services performed. Contractor shall submit invoices to the City for services completed. Payment shall be due no later than thirty (30) days from the date of the City's receipt of the invoice, in accordance with state laws. The City will provide no fringe benefits. Contractor agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this Agreement.

4. WARRANTIES

(a) SELLER warrants that it has clear title to the requested service dog. Seller will provide a copy of all health records on the canine, specifically, X-rays (hips and elbows), blood scan, fecal, heartworm check, all current vaccinations and a Veterinary health certificate.

(b) SELLER warrants that it will provide handler/canine proficiency training at SELLER'S location. This training will include on and off leash obedience, detection of marijuana, heroin, cocaine, methamphetamine, and MDMA; records maintenance and courtroom testimony as well as First-aid and canine maintenance. No other warranties express or implied, including the warranties of other purposes except as may be otherwise provided for in this Agreement.

(c) SELLER will re-train or replace the canine if the canine fails to perform to its specified standards with the original certified handler for a period of one year from the date of sale. All training and medical records regarding the canine

must be returned to the Seller before the canine will be replaced. Seller will NOT replace canines that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected, or injured.

(d) SELLER will replace the canine if the canine manifests a genetic health defect within one year from the date of sale. Veterinary records, tests, and diagnosis signed by a licensed veterinarian must be submitted before a canine will be replaced for reasons of genetic condition. Any and all records on the returned canine must be returned to Seller. Returned canines will not be replaced until/unless all records are returned to Seller. Seller will NOT replace canines that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected, or injured.

(e) Single and Dual-Purpose Police Dogs. Because of the Vendor's procurement methods, all the dogs are guaranteed against all congenital issues for 12 months, and performance guaranty for 12 months if handler and dog are being trained by Pacesetter. 6-month performance guaranty for Agencies conducting their own basic handler course.

(f) BUYER warrants that they have the expressed right to have an independent veterinarian examine the canine and is satisfied with those findings and the general health of the canine, or accepts the findings of the seller's veterinary examination.

(g) BUYER warrants that it will maintain all training records, medical treatment, and records of inoculations and engagement reports as well as handler certification and proficiency.

5. AMENDMENT OF AGREEMENT. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or pursuant to any City Ordinance authorizing contract amendments. Additionally, the City Manager is hereby further authorized to approve and sign on behalf of the City any non-monetary amendments to this Agreement.

6. LOCATION OF PERFORMANCE. The places where such services are to be performed is in the City and County of El Paso, Texas, or such other places as may be necessary to fulfill the terms of this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Agreement unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

8. LAW GOVERNING CONTRACT. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

9. TERMINATION. Either party may terminate this Agreement without cause after five (5) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if Contract Employee is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Contractor of the cause for termination. The City shall have the right immediately to terminate the Agreement for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement; and/or if Contractor fails to comply with the deadlines set forth in Attachment "A."

10. INDEMNIFICATION

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR

LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

11. INSURANCE REQUIREMENTS

Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

- Premises/operations liability
- Products/completed operations
- Personal/advertising injury
- Contractual liability
- Broad-form property damage
- Independent contractor liability
- Explosion, Collapse and Underground (XCU)
- Cyber Liability/Data/Breach/Ransom

Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence

Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual

Liability-Railroads

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any "railroad property"

Commercial Automobile Liability;

\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

Workers' Compensation

Statutory Coverage

\$ 500,000 Employers Liability

Professional (Errors & Omissions) Liability (if required)

\$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required)

\$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this Agreement, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

Notices and Certificates required by this clause shall be provided to:

**City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1th Floor
El Paso, Texas 79901-1153**

Please refer to Bid Number/Contract Number and Title in all correspondence.
Failure to submit insurance certification may result in contract cancellation.

12. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto

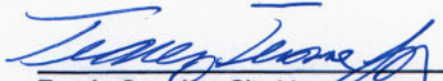
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CITY: City of El Paso
City of El Paso Police Department
Attn.: Director
300 N. Campbell
El Paso, Tx. 79901

CONTRACTOR: PaceSetter K9, LLC
555 Count Road 200
Liberty Hill, Texas 78642


IN WITNESS WHEREOF the parties hereto have executed this Agreement in El Paso, Texas effective as of the first date appearing here to fore.

CITY OF EL PASO:

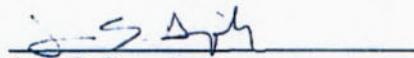

Tomás González City Manager

CONTRACTOR:

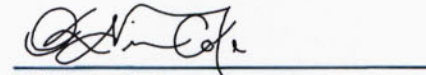
PaceSetter K9, LLC, a Texas limited liability company

By: 
Name: BRADLET LANGHAM
Title: OWNER

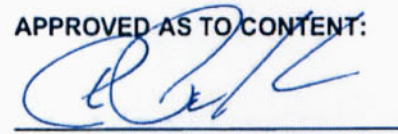
APPROVED AS TO FORM:


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


K. Nicole Cote
Managing Director

APPROVED AS TO CONTENT:


Peter Pacillas, Interim Police Chief
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LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

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Prior to undertaking any work under this Agreement, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

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City of El Paso Police Department
Attn.: Director
300 N. Campbell
El Paso, Tx. 79901

CONTRACTOR: Adlerhorst International, LLC
3951 Vernon Ave.
Jurupa Valley, CA 92509

IN WITNESS WHEREOF the parties hereto have executed this Agreement in El Paso, Texas effective as of the first date appearing here to fore.

CITY OF EL PASO:




Tomás González City Manager

CONTRACTOR:


Adhlerhorst International, LLC

By:



Name: Veronique K. Cote
Title: V.P.

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote
Managing Director

APPROVED AS TO CONTENT:



Peter Pacillas, Interim Police Chief
El Paso Police Department