

CITY OF VINELAND

ORDINANCE NO. 2017-18

ORDINANCE AUTHORIZING THE EXECUTION OF LEASE AGREEMENTS BY AND BETWEEN THE CITY OF VINELAND AND PROPERTY OWNERS UPON WHICH THE HOUSING FACILITY OF VINELAND POLICE K-9 OFFICERS ARE LOCATED.

WHEREAS, the Police Department of the City of Vineland has instituted a program in its Department for the use of Police -9 Officers as part of ongoing police duties; and

WHEREAS, it is essential that each Police K-9 Officer be handled, cared for and remain with the Vineland Police Officer assigned thereto and that the Vineland Police Officer assigned to said Police K-9 Officer is required to feed and care for the Police K-9 Officer when same is off-duty at his or her residence; and

WHEREAS, the Vineland Police Department has arranged for the acquisition of housing facilities for the Police K-9 Officer and that the facility will require a concrete pad to adequately and properly care for the Police K-9 Officer at the home of the Police Officer assigned thereto; and

WHEREAS, the following Police Officers or the property owner of the residence of said Officer have agreed to enter into a Lease Agreement at a nominal fee for a portion of their property upon which a concrete pad shall be constructed for the housing of the Police K-9 Officer; William Bontcue, IV, Dwight Adams, Adam Shaw, Robert Magee, Louis Platania, and Johnathan Ramos.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk of the City of Vineland are hereby authorized and directed to execute an Agreement with the above-mentioned officers and property owners for the lease of a portion of the property at which the aforementioned Police Officers reside and utilized for the Police K-9 Officer.

BE IT FURTHER ORDAINED that the Agreement, the form of which is attached hereto, shall specify the obligations of the Police Officer for the care and maintenance of the Police K-9 Officer assigned thereto.

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS AGREEMENT is dated this _____ day of _____ 2017, by and between _____, Property Owner of the following address _____, Vineland Police Officer _____ as Lessor and caretaker for Vineland Police K-9 Officer _____ and the City of Vineland, as Lessee;

WITNESSETH

WHEREAS, the Police Department of the City of Vineland has instituted a program in its department for the use of Police K-9 Officers as an aid in police work, and to that end it is necessary that the Police Officer assigned to be a partner with a Police K-9 Officer must house, feed and care for him/her when the K-9 Officer is off duty; and

WHEREAS, the City of Vineland Police Department has made arrangements to acquire housing facilities for the K-9 Officers and therefore must have the voluntary consent and agreement of the Police Officer to whom the K-9 Officer is assigned and the property owner to give permission in the form of this Agreement for the City of Vineland to install the housing facility At its cost on a one-time basis on the property of the residence of the Police Officer.

WHEREAS, it is also necessary for the Police Officer assigned to be a partner with the Police K-9 Officer to adequately and properly care for his partner and provide proper food and shelter in accordance with standards set forth by the Atlantic County K-9 Training Academy.

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged by the Police Officer and Property Owner, the City of Vineland and its agents and/or employees are hereby given the right in permission, and the Police Officer and/or Property Owner to hereby lease to the City of Vineland that part of the real estate owned by the Police Officer and/or Property Owner, that part of the real estate commonly known as _____ for a term commencing on the date of this agreement and continuing for so long as Vineland Police K-9 Officer _____ remains on active duty and resides at said address. Upon the discharge of service of Vineland Police K-9 Officer _____ or upon relocation, this Lease shall terminate.

The Vineland Police Officer and/or Property Owner agree and hereby grant to the city of Vineland, Vineland Police Department or their duly authorized agents and employees to enter upon said premises at any reasonable hour, to make inspection, service or repair the above-described dog facility, and That Said facility is and shall remain the property of the City of Vineland and may be removed by the City of Vineland or the Vineland Police Department deem it necessary or appropriate.

Upon the dissolution of this Lease Agreement as hereinabove set forth, the City of Vineland shall have no obligation to remove any or all of the dog facility, however, the City of Vineland shall have the right at its sole determination to enter upon said premises and remove said facility leaving the concrete slab on said premises to become the property of said Police Officer Or Property Owner.

The Police Officer agrees not to make changes, alterations or repairs to said dog facility unless directed to do so in writing, but the Police Officer is under no obligation to maintain and or repair said facility At His expense. Repairs if any, shall be the responsibility of the City of Vineland.

This Lease is subject to cancellation by the Director of the Police Department in the event That the Police Officer Is Assigned to Other Duties Not Related to the Vineland Police K-9 Officer.

The Police Officer agrees to faithfully train, exercise, care for and otherwise maintain The Police K-9 Officer with whom he/she is a partner in accordance with the instructions given by the Director of the Police Department, Chief of Police or their designee. The Police K-9 Officer shall be fed special dietary meals as recommended by the Atlantic County K-9 Training Academy and the Police Officer agrees to faithfully provide the Police K-9 Officer with meals as instructed by the Chief of Police or his/her designee. The Police K-9 Officer shall not be fed any substance other than the specialized dietary meals as provided herein. The Vineland Police Department shall include in its budget each fiscal year an estimated amount of money to be appropriated for food costs so as to allow the Police Officer with sufficient supply of food on a regular basis for his/her Police K-9 Officer.

The Police Officer agrees and hereby grants to the Director of the Police Department, Chief of Police or his/her designee, any duly authorized dietitian, veterinarian, and any other persons duly authorized by the Director or Chief of Police to enter upon said property at any reasonable hour to examine or otherwise inspect the assigned Police K-9 Officer, food supply and facility.

The City of Vineland shall secure and maintain adequate insurance coverage for any injury to persons or property while the Police K-9 Officer is housed, trained, exercised or otherwise off-duty, on said property or any other property.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

WITNESS

LESSOR

WITNESS

VINELAND POLICE OFFICER

WITNESS

LESSEE CITY OF VINELAND

ANTHONY R. FANUCCI, MAYOR