

Resolution 2024-R-34

A resolution authorizing a lease with Logan Schell for a certified police narcotics and tracking canine for use as a K-9 officer by the Irondale Police Department

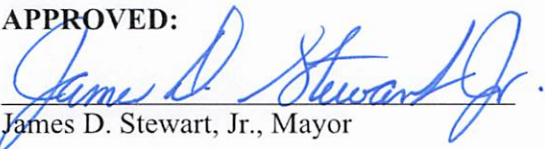
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting, duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a lease with Logan Schell in the amount of Ninety and 00/100 Dollars (\$90.00) per month and other amounts noted therein for a certified police narcotics and tracking canine for use as a K-9 officer by the Irondale Police Department (in substantially the form attached hereto as Exhibit A) and to execute any additional documents necessary to accomplish such lease.

ADOPTED & APPROVED: This 20th day of February, 2024



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on February 20, 2024, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

K-9 LEASE AGREEMENT

This K-9 Lease Agreement (the "Lease") is made effective as of the date of the last party to execute this Lease, by and between the City of Irondale, Alabama ("City") and Logan Schell ("Schell").

WHEREAS, Schell is currently employed as a police officer with the City's Police Department;

WHEREAS, Schell desires to lease to the City a K-9 animal owned by him that has been certified as a police narcotics and tracking canine; and

WHEREAS, the City desires to utilize such dog as a police K-9 officer for law enforcement and other purposes.

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Schell agree as follows:

1. **PROPERTY LEASED.** In consideration of the Lease payments and other compensation to be provided by City pursuant to Section 4 of this Lease, Schell hereby leases to City the certified police narcotics and tracking canine, Lima, formerly known as Kirsche (ID Number 956000013540012) ("Lima") as a K-9 officer for the Term of this Lease.
2. **TERM; RENEWAL TERMS.** The initial Lease term will begin on May 1, 2024 and will end on September 30, 2024. The second Lease term will begin on October 1, 2024 and will end on September 30, 2025. Following the end of the second term, this Lease shall automatically renew under the same terms for additional periods of one (1) year each, unless either party hereto gives written notice of termination to the other not later than 30 days prior to the end of the then current Term. The initial Lease term, second Lease term and any renewals thereof shall be referred to herein collectively as the "Term" of the Lease.
3. **LEASE COMPENSATION; ALLOWED EXPENSES.** During the Term and except as set forth herein, the City shall pay Schell monthly payments in the amount of Ninety and 00/100 Dollars (\$90.00) towards the cost of Lima's food ("Lease Payments") as compensation for the use of Lima for law enforcement and other purposes. These Lease Payments shall be paid by the City in arrears and shall be paid on or before the last day of the applicable month. Lima will continue to be domiciled with Schell during the Term of this Lease. In addition to the Lease Payments, the City also agrees to pay certain expenses incurred by Schell for the care of Lima, including veterinary care, pre-approved training and certifications, and pre-approved equipment. To obtain payment for approved expenses, Schell shall submit detailed receipts for such expenses to City and shall follow all requested City guidelines for such submission. Following receipt of each such request, the City, through its Police Chief, will evaluate such expenses for reasonableness and will reimburse Schell for all such expenses that it deems reasonable. All other expenses for Lima, except as set forth herein, shall be the responsibility of Schell.

4. **ABSENCE OF SCHELL AND/OR LIMA .** It is understood between the parties hereto that Schell must be present and performing his duties as a police officer for the City in order for the City to utilize Lima under the terms of this Lease. In the event that (i) Schell is unable for any reason to perform his duties as a police officer for the City, due to sickness, deployment, military training, or otherwise and/or (ii) Lima is unable to be utilized by the City for law enforcement purposes due to sickness, disability, lack of training, or otherwise, for a period of time four successive (4) weeks or longer, then no Lease Payments shall be due to Schell for such period of time and until such time as Lima returns to work as a police K-9 officer with the City.
5. **TERMINATION AT WILL.** This Lease may be terminated at any time and for any reason by the City upon five (5) days written notice to Schell.
6. **TRAINING.** Schell will be responsible for ensuring that he and Lima maintain the requisite number of hours of training on a monthly basis as a K-9 team as required by the Irondale Police Department's Standard Operating Procedures or the American Police Canine Association (APCA), whichever is greater. Schell and Lima must also be certified yearly as a K-9 team by an outside agency acceptable to the City according to generally accepted police K-9 industry requirements.

Should Schell not work with Lima for City purposes for any reason for four successive (4) weeks or longer, Schell must have Lima evaluated by an independent outside agency acceptable to the City to ensure that Lima does not require further training and provide written evidence of such evaluation to the City before Lima may be utilized by the City for police purposes. The City reserves the right to review such information and to require further training.

7. **INSURANCE.** City shall be responsible for obtaining general liability coverage for a K-9 officer to cover the City and Schell (as an additional insured as a portion of the Lease compensation) related to the use of Lima for law enforcement or other city purposes.
8. **NOTICES.** All notices required or permitted to be given pursuant to this Lease shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address(es) and individual(s) set forth below. All such notices to any party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Lessor: City of Irondale, Alabama
101 20th Street South
Irondale, Alabama 35210
Attn: Mayor

If to Lessee: Logan Schell

207 Annetta Circle
Trussville, Alabama 35173

9. **ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
10. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be written, construed, and enforced as so limited.
11. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
12. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
13. **COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same instrument.
14. **GOVERNING LAW.** The execution, interpretation, and performance of this Lease shall in all respects be controlled and governed by the laws of the State of Alabama. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Jefferson County Circuit Court. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

IN WITNESS WHEREOF, City and Schell have executed and delivered this Lease as of the dates set forth below.

CITY:

The City of Irondale, Alabama

By: James D. Stewart, Jr.

Its: Mayor

Date: 2/20/2024

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that JAMES D. STEWART, JR., whose name as MAYOR of the City of Irondale, Alabama, signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the City of Irondale, Alabama.

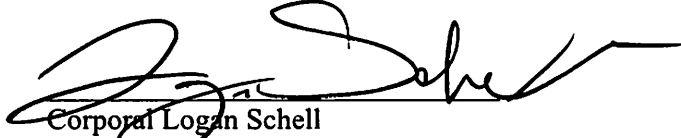
Given under my hand and official seal, this the ____ day of _____, 2024.

(SEAL)

Notary Public

SCHELL:

Corporal Logan Schell:


Corporal Logan Schell

Date: 4/12/2024

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that LOGAN SCHELL, whose name is signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.

Given under my hand and official seal, this the ____ day of _____, 2024.

(SEAL)

Notary Public