



# MEMORANDUM

**To:** Mayor and Members of the City Council

**From:** Eddie M. Buffaloe, Jr. Chief of Police

**Date:** June 4, 2018

**Subject:** Consideration to Apply for K-9 Purchasing and K-9 Initial Training Grant

## ***BACKGROUND:***

The Police Department in its on-going effort to enhance operations, continues to seek grant funding opportunities from outside sources. In keeping with this practice of seeking grant funding, the Police Department wishes to submit application to the NPDF (National Police Dog Foundation), for the purpose of purchasing and training two new K-9's for the Department. The NPDF announced it is currently accepting applications for general assistance. The City of Elizabeth City would be responsible for funding any portion remaining in the purchase and training of new canines that is not obtained from the grant.

## ***ANALYSIS:***

In keeping with NPDF guidelines, law enforcement agencies are required to donate all proceeds to the NPDF if the police K-9 is sold to a third party for more than \$1.00. The NPDF guidelines also require the department to provide regular maintenance, training, and routine care. The department agrees to send out a "Press Release" to all local news outlets and media, announcing the receipt of the grant. The Department must agree to periodically send updates of special apprehensions, finds, press releases, and photos to the NPDF and for the assigned pet insurance provider's marketing, press releases, and website use. The awarded grant must be used to purchase and train new police K-9's within seven months of the grant being awarded to the Department.

The amount requested from the NPDF to purchase and train the K-9's is \$19,000.00. The grant will pay for the purchase of a police K-9, at a cost of \$6,500 for each dog and will additionally pay for the training of the K-9's at \$3,000.00 per dog. If the department is authorized to apply for this grant, application would be made to purchase and train two K-9's for the Elizabeth City Police Department. However, if NPDF grant funding is partially approved, the City of Elizabeth City would be responsible for any remaining balance to purchase and train the two K-9's. Staff is requesting to apply for

the full balance to purchase and train the two new K-9's from "East Coast K-9." City Staff recommends applying for the grant in an effort to improve / revitalize our police K-9 Unit.

***FINANCIAL:***

The Finance Committee discussed this matter during their June 7, 2018 meeting. Upon motion made by Councilwoman Young, seconded by Councilwoman Hummer, the Committee unanimously recommended approval by the City Council.

***STAFF RECOMMENDATION:***

By motion, authorize Elizabeth City Police Department's to submit a grant application to National Police Dog Foundation for a "K-9 Purchasing and K-9 Initial Training Grant" to assist in the funding of two new police K-9's in the Elizabeth City Police Department's K-9 Unit.



# NATIONAL POLICE DOG FOUNDATION

## GENERAL ASSISTANCE APPLICATION

ALL INFORMATION MUST BE FILLED OUT AND ALL REQUESTED ITEMS ATTACHED WITH THE APPLICATION. AN INCOMPLETE APPLICATION WILL NOT BE CONSIDERED FOR FUNDING.

Date: 05 / 24 / 2018

Agency Name: Elizabeth City Police Department

Agency Phone: (252 ) 335-4321

Agency Address: 305 East Main Street

City: Elizabeth City

State: NC Zip: 27909

Contact Name: Larry D. James, Sr.

Contact Phone: (252 ) 621-7101

Contact Email: ldjames@cityofec.com

Contact Position: Lieutenant

### REQUEST

What assistance are you applying for?  K-9 Purchase  K-9 Training

Amount of Assistance requested: K-9 \$ 13,000.00 Training \$ 6,000.00

How Much Funding (and from where) has your agency already raised toward your request?

Department: \$ 0.00

Donation: \$ 0.00

Fundraiser: \$ 0.00

Grant: \$ 0.00

Does your K-9 Unit or Department have a Foundation or community support group that helps provide for your K-9's funding needs?  Yes or  No

If yes, please provide contact information. \_\_\_\_\_

How do you plan to fund your K-9's Maintenance Training? K-9 General Budget

How do you plan to fund food and veterinary expenses? K-9 General Budget

How do you plan to comply with F.L.S.A. for the care and feeding of the dog? Give Officers 2 hours a day to care for K-9

Do you now have, or have you ever had a K-9 Program?  Yes or  No

If yes:

What year did your K-9 program begin? 2000

How many dogs do you have or did you have? 3

How were they funded? Department Budget

If your K-9 program ended, please state when and why: N/A



# NATIONAL POLICE DOG FOUNDATION

## AGENCY QUESTIONS

Please list all specialties for which you plan to train:

Patrol       Narcotics       Explosives       Hard Surface Tracking

Other: Article Search

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How often will your dog attend regular training sessions after it is cleared for duty?

Monthly > 2 days a month

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What is the total cost of the K-9?      \$ 13,000.00

What is the total cost of the Training?      \$ 6,000.00

With this application you will need to send a letter from your Chief or Sheriff on Department letterhead stating that they are in agreement with the application and intend to proceed with the K-9 Program in the near future.

Please submit the following with your application:

- Copy of the agency's K-9 budget
- Letter of request for funding from agency head.



# NATIONAL POLICE DOG FOUNDATION

## UNDERSTANDINGS AND AGREEMENTS

1. The National Police Dog Foundation's (NPDF) assistance is a gift to the Agency. The dogs purchased become the property of the agency. If a dog is retired from an Agency and sold to a third party for more than \$1.00 the proceeds shall be donated back to the National Police Dog Foundation. In the event that a dog is retired prior to the end of its expected service life (approximately 9 years old), except for bona fide medical retirement, the purchase price shall be prorated for the remaining service life (by the National Police Dog Foundation) and Agency shall refund said portion to the NPDF.
2. The National Police Dog Foundation expects, and Agency agrees, that if assistance in purchase or training of a dog is provided, the Agency will provide regular maintenance training, suitable patrol vehicle and equipment, and provide for the routine care and maintenance (i.e. food, veterinary care, etc.) of the dog.
3. Grants are to be utilized within seven months of date granted.
4. Agency understands that National Police Dog Foundation does not disburse funds directly to Agency, but pays directly from the Vendor's Invoice to the Vendor after receipt of said invoice.
5. Agency agrees to send out a Press Release to all local news outlets and media introducing the new K-9 team to the community and mentioning the role of NPDF in making this possible. Agency agrees to within 30 days, provide NPDF with a copy of this Press Release and a photograph of the handler in uniform with his K-9 partner for NPDF's marketing, PR and website use.
6. Agency agrees to periodically send updates of special apprehensions, finds, press releases and photos for NPDF's marketing, PR and website use.
7. Agency agrees to the attached perpetual photo or model release for Handler and K-9.
8. Agency and NPDF agree that nothing shall be deemed to create any relationship of agency, partnership, or joint venture. Agency assumes full and complete responsibility for all liabilities to third parties. NPDF is not a party to any contracts Agency may have with any third parties.
9. Agency hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NPDF, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Agency, its employees or agents.

Signed: \_\_\_\_\_ Date: 05 / 24 / 2018

Print Name: Eddie M. Buffalo, Jr.

Title: Chief of Police  
(Chief of Police, Sheriff, or Agency Head)



# NATIONAL POLICE DOG FOUNDATION

## PHOTOGRAPH/FILM RELEASE FORM

For consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the content, and to use the content in any media for the sole purpose of promoting NPDP and its non-profit work with law enforcement agencies. This may include, among others: advertising, promotion, marketing and packaging for any NPDP product or service. I agree that the content may be combined with other images, text, graphics, and film audio and audio-visual works; and may be cropped, altered or modified.

It is agreed that my personal information (other than handler's name, K-9's name, and name of agency) will not be made publicly available, but may only be used directly in relation to the licensing of the content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees/ assignees of the Photographer/Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

**Definitions:** "Assigns" means a person or any company to whom the Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "Consideration" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "Content" means all photographs, film, audio, other recording, still or moving, taken of me as part of the shoot. "Media" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "Model" means me and includes my appearance, likeness and voice. "Photographer/Filmmaker" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity session photographing or recording me. "Shoot" means the photographic, film or recording described in this form.

(Please type or print)

K-9 Name: Colt

Handler's Name: Benjamin Martin

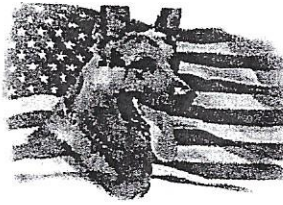
Handler's Signature: *Benjamin Martin*

Law Enforcement Agency: Elizabeth City Police Department

Agency Head's Name: Eddie M. Buffalo, Jr.

Agency Head's Signature: \_\_\_\_\_

Date: 05 / 24 / 2018



# NATIONAL POLICE DOG FOUNDATION

## VENDOR AND/OR TRAINER INFORMATION

All information must be filled in and signed by the vendor for consideration of this grant.

### Vendor Information

Vendor Name: East Coast Canine Vendor Phone: (252 ) 813-2543  
 Vendor Address: 1018 South Howard Circle City: Tarboro State: NC Zip: 27886  
 Contact Name: Tim Braddy Contact Phone: (252 ) 813-2543  
 Contact Email: Eastcoastcanine@gmail.com Contact Position: President/CEO

### Trainer Information

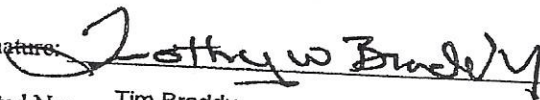
Trainer Name: Time Braddy Trainer Phone: (252 ) 813-2543  
 Trainer Address: 1018 South Howard Circle City: Tarboro State: NC Zip: 27886  
 Contact Name: Tim Braddy Contact Phone: (252 ) 813-2543  
 Contact Email: Eastcoastcanine@gmail.com Contact Position: President/CEO

### Vendor Guarantee

I, East Coast Canine, (Vendor), hereby warrant and guarantee for a period of twenty four (24) months from the date of purchase that any dog I sell under this agreement is free of congenital defects and pre-existing conditions. If the purchaser's veterinarian discovers a congenital defect or a pre-existing condition within this time period Vendor will provide a replacement dog of purchaser's choice and Vendor will provide for similar training for said dog and handler at no additional charge.

Vendor hereby warrants and guarantees for twelve months from the date of purchase that said dog will be 100% satisfactory to the Agency. If for any reason the Agency finds the dog unsatisfactory (i.e. poor temperament, poor health, incompatibility of dog and handler, etc.) Vendor will provide a replacement dog of purchaser's choice and Vendor will provide for similar training for said dog and handler at no additional charge.

Both guarantees as stated above shall apply equally to any replacement dog.

Signature:  Date: 05 / 24 / 2018  
 Printed Name: Tim Braddy

MAYOR  
BETTIE J. PARKER  
MAYOR PRO-TEM  
RICKEY KING  
CITY MANAGER  
RICHARD C. OLSON  
INTERIM CITY CLERK  
APRIL ONLEY



CITY COUNCIL MEMBERS  
GABRIEL M. ADKINS  
BILLY CAUDLE  
DARIUS J. HORTON  
ANITA HUMMER  
KEM K. SPENCE  
JOHNNIE WALTON  
JEANNIE YOUNG

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## CITY OF ELIZABETH CITY

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May 23, 2018

National Police Dog Foundation  
2390-C Las Posas Road  
Suite 477  
Camarillo, CA 93010

To Whom It May Concern:

Please be advised that the Elizabeth City Police Department is requesting funding from the National Police Dog Foundation to purchase and train two (2) new Police Canines. Due to declining health, our current Canines do not have the ability to effectively and efficiently perform their regular duties. With assistance from the National Police Dog Foundation, the department will be able to keep our Canine program in service to serve the citizens of Elizabeth City.

Thank you for your time and consideration in this request for funding. Please contact Lieutenant Larry D. James, Sr. at (252)619-7927 or myself at (252)339-6585 if you have any questions or concerns and we sincerely appreciate any assistance you can provide us with this request.

Sincerely,

Eddie M. Buffaloe, Jr.  
Chief of Police

ACCOUNT TITLE	CONTINUATION (DECREASE/	INCREASE/	TOTAL	MANAGER	RECOMMENDED	APPROVED	JUSTIFICATION/ITEMIZATION
Departmental Supplies (Continued)							
Crime Prevention Supplies	9,000	(3,000)	6,000	(Changed)			wall lockers, road spikes, alco-sensors, drug test kits, tint meters, glass punches, printers, copiers, replacement of duty wear due to age; and other general supplies needed for the daily operation of police department with 75 full-time members; 2 1/2 part-time members and approximately 25 volunteers.
Police Athletic League Expense	50,000		50,000				Crime prevention/community policing supplies and educational materials & brochures to support NNO Event, Citizen's Police Academy, Landlord Training Explorers Program, VIPs, and Adopt-a-Block.
Dog Expenses	6,500	(1,000)	5,500	(Changed)			Building maintenance and continuing upgrades to the PAL gymnasium; insurance, supplies, and increased fuel costs to heat gymnasium; expansion of PAL's sports/ education curriculum and associated costs of refurbishing gym floor.
Uniforms	46,000	(4,000)	42,000	(Changed)			Certifications, training, food and medical care to maintain the Department's K-9 program; Decrease K-9 Unit from 4 canines to 3 canines.
Bulletproof Vest Grant	10,000		10,000				Costs associated with the annual uniform budget, including \$600 allotment per officer for plain clothes allowance, volunteer chaplain uniforms, and VIPs.
Contracted Services	65,000	4,200	69,200	(Changed)			50% of purchasing costs for bulletproof vests contingent on Federal government grant award. Service contracts for following: 21,000 - (Anthony Peete) Citywide surveillance camera system/CompStat software. (Existing) 11,190 - (Pasq. Co.) City's portion of 25 licenses held from Surguard Public Sector. (Existing)