

**CITY OF REEDLEY
POLICE CANINE REPLACEMENT AND BASIC TRAINING AGREEMENT**

This Agreement is made and entered into by and between the CITY OF REEDLEY, a municipal corporation, through its REEDLEY POLICE DEPARTMENT, (hereinafter "CITY"), and VIGILANT CANINE SERVICES INTERNATIONAL, LLC (hereinafter "PROVIDER").

RECITALS

- A. Whereas the CITY of REEDLEY POLICE DEPARTMENT is in need of a police canine and basic training for the new K-9 team,
- B. Whereas REEDLEY POLICE DEPARTMENT staff solicited proposals for various trainers, and
- C. Whereas staff determined that PROVIDER was the most qualified,

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

- 1.1 PROVIDER will provide the CITY with one canine suitable for police work. The canine will be between 18 months and 4 years of age. The CITY intends the dog to be used in searches for articles, evidence and persons, tracking, apprehension, public demonstrations, and detection of specific narcotics and drugs. For that reason, the canine will be qualified to perform to the CITY's satisfaction in all disciplines. The CITY shall approve of the canine to be purchased.
- 1.2 The canine will be guaranteed in regards to both performance and health. If, for any reason, the CITY is not satisfied with the canine within the first five (5) years, the PROVIDER will replace the canine free of charge. Reasons the CITY may be dissatisfied with the canine include, but are not limited to, the following: failure of the canine to meet the performance standards outlined in sections 1.3 and 1.4 (even after additional remedial training provided in section 5.3); reluctance of the canine to work in the following environments: indoors, stairs, confined spaces or slick floors. If, for any reason, the canine becomes unable to work due to illness, disease or genetic defect (including Hip Dysplasia) within the first five (5) years, the PROVIDER will replace the canine free of charge. The canine chosen for replacement will be subject to approval by the CITY. PROVIDER will not charge the CITY any costs associated with the replacement canine, including the training required to obtain P.O.S.T. certification. *This guarantee does not cover any INJURY sustained by the canine after delivery to the agency or situations where the cane has become environmentally unsound do to the agency's negligent handling.*

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- 1.3 PROVIDER will also provide a 200 hour Initial Basic Handlers Course to be attended by the K-9 team. The training shall include, but is not limited to, obedience, agility, search, tracking, revering, apprehension, muzzle work, protection, and detection of specific narcotics and drugs. The training will normally take place in Red Bluff, CA. Any change in the training location must be approved by CITY OF REEDLEY POLICE DEPARTMENT Canine Unit Supervisor or Coordinator. Prior to completion of the course, each K-9 team will successfully pass the P.O.S.T. standards test for Police Service Dogs. The K-9 team will be certified by a P.O.S.T.-certified evaluator. The CITY shall approve of the chosen evaluator.
 - 1.4 PROVIDER will train the canine to conform with Department Policy.
 - 1.5 The services shall be performed by, or under the direct supervision of PROVIDER's Authorized Representative.
 - 1.6 All training equipment used during the Initial Basic Handlers Course will be provided by the PROVIDER at no additional expense to the CITY.
 - 1.7. The Initial Basic Handlers Course will commence within 30 days of the purchase or delivery of the canines, whichever comes soonest.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. PROVIDER shall commence performance, and shall complete all required services no later than the dates set forth in this Agreement. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by PROVIDER in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the PROVIDER. PROVIDER shall submit all requests for extensions of time to the CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. CITY shall grant or deny such requests at its sole discretion, however, CITY shall not unreasonably deny any such request for which PROVIDER can demonstrate that the delay was caused by outside third parties for which PROVIDER has no direct control.
3. **INDEPENDENT CONTRACTOR STATUS.** PROVIDER is an independent contractor and is solely responsible for all acts of its employees or agents, including any negligent acts or omissions. PROVIDER is not CITY's employee and PROVIDER shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to PROVIDER. PROVIDER is free to work for

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other entities while under contract with the CITY. PROVIDER, and its agents or employees are not entitled to CITY benefits.

4. **CONFLICTS OF INTEREST.** PROVIDER (including its employees or agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that PROVIDER maintains or acquires such a conflicting interest, any contract (including this Agreement) involving PROVIDER's conflicting interest may be terminated by the CITY.
5. **COMPENSATION.**
 - 5.1. The CITY shall pay the PROVIDER \$5,000.00 (plus 7.50% California sales tax) for one canine that meets the qualifications listed in section 1 of this Agreement.
 - 5.2 The CITY shall pay the PROVIDER \$3,500.00 for the 200 hour initial Basic Handler Course that meets the qualifications listed in section 1 of this Agreement.
 - 5.3 Upon completion of the Basic Handler Course, if the K-9 team is unable to successfully pass the P.O.S.T. standards test and become certified, the PROVIDER will provide the remedial training to achieve the certification free of charge, regardless of the time and effort required, unless such failure to qualify is the result of the handler's inability to conform to training standards.
 - 5.4 PROVIDER's billing rates shall cover all costs and expenses of every kind and nature for PROVIDER's performance of this Agreement (except for any remedial training outlined in 5.3, which will be free of charge.
 - 5.5. PROVIDER shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service, for services provided in the prior month.
 - 5.6. Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the PROVIDER based upon the services described on the invoice and approved by the CITY.
6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) days written notice to PROVIDER. Upon termination, PROVIDER shall give the CITY all original documents, including preliminary drafts and supporting documents, prepared by PROVIDER for this Agreement. The CITY shall pay PROVIDER for all services satisfactorily performed in accordance with this Agreement, through the date of termination.

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7. **OWNERSHIP OF WORK.** All original documents prepared by PROVIDER for this Agreement, whether complete or in progress, are the property of the CITY, and shall be given to the CITY at the completion of PROVIDER's services, or upon demand from the CITY. No such documents shall be revealed or made available by PROVIDER to any third party without the prior written consent of the CITY.
8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
9. **INDEMNIFICATION.** PROVIDER shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of PROVIDER's performance of services under this Agreement.
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, PROVIDER shall obtain a CITY OF REEDLEY Business License.
11. **INSURANCE.**
 - 11.1. **General.** PROVIDER shall, throughout the duration of this Agreement, maintain insurance to cover PROVIDER, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 11.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 11.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 11.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - 11.5. **General Liability** "Claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of PROVIDER in an amount not less than \$1,000,000 per claim.
 - 11.6. **Endorsements.** PROVIDER shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - 11.6.1 The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

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- 11.6.2 For any claims related to this Agreement, PROVIDER's coverage shall be primary insurance with respect to the CITY. Any insurance maintained by the CITY shall be excess of the PROVIDER's insurance and shall not contribute with it.
- 11.7. **Notice of Cancellation.** PROVIDER shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 11.8. **Authorized Insurers.** All insurance companies providing coverage to PROVIDER shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 11.9. **Insurance Certificate.** PROVIDER shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY, no later than five (5) days after the execution of this Agreement.
- 11.10. **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, PROVIDER shall provide a substitute certificate of insurance.
- 11.11. **PROVIDER's Obligation.** Maintenance of insurance by the PROVIDER as specified in this Agreement shall in no way be interpreted as relieving the PROVIDER of any responsibility whatsoever (including indemnity obligations under this Agreement), and the PROVIDER may carry, at its own expense, such additional insurance as it deems necessary.
12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the PROVIDER's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. Consent by the CITY to one assignment shall not be deemed to be consent to any subsequent assignment.
13. **NOTICES.**
- 13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

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To CITY:

REEDLEY Police Dept.
843 G Street
REEDLEY, CA 93654

To PROVIDER:

Vigilant Canine Services International, LLC
P.O. Box 652
Red Bluff, CA 96080

- 13.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
14. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
15. **16. SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction or if it is found to be in contravention of any federal or state statute or regulation or CITY ordinance, the Agreement shall be construed as not containing that portion or term, and the remainder of this Agreement shall remain in full force and effect.
17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Glenn.
18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.
19. **COMPLIANCE WITH THE LAW.** PROVIDER shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
20. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to PROVIDER's services will be the degree of skill and diligence ordinarily used by reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.
21. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to

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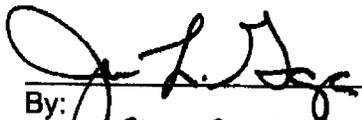
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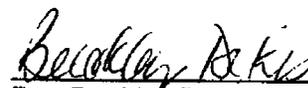
execute this Agreement on behalf of the respective legal entities of the PROVIDER and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

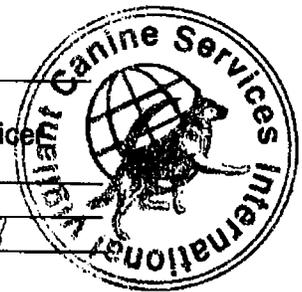
IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF REEDLEY

PROVIDER


By: _____
Title: Chief of Police
Date: 7-24-13


By: Buckley Dikes
Title: Chief Executive Officer
Date: 8-6-13
Fed. Employer ID No. 26-2456688



Attest:


By: Sylvia B. Plata
Title: City Clerk
Date: July 25, 2013

Approved As To Form:


By: Nicole R. Zieba
Title: City Manager
Date: July 25, 2013



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 7

DATE: June 25, 2013

TITLE: APPROVE THE ATTACHED PROPOSAL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VIGILANT CANINE SERVICES INTERNATIONAL, LLC FOR THE PURCHASE AND TRAINING OF A NARCOTICS / APPREHENSION POLICE DOG

SUBMITTED: Jose L. Garza
Chief of Police

Handwritten signature of Jose L. Garza in blue ink.

APPROVED: Nicole R. Zieba
City Manager

Handwritten signature of Nicole R. Zieba in blue ink.

RECOMMENDATION

Approve the attached proposal authorizing the City Manager to enter into an agreement with Vigilant Canine Services International, LLC for the purchase and training of a Narcotics / Apprehension Police Dog.

EXECUTIVE SUMMARY

Staff recommends the use of Vigilant Canine Services International, LLC as a qualified vendor to supply police canines and police canine training. Vigilant Canine is currently used in an existing agreement with the Police Department to provide ongoing training for the narcotics canine already in service.

BACKGROUND

A Police Canine Program is used to augment police services offered to the community. Highly skilled and trained teams of handlers and canines are used to supplement police operations to locate contraband or apprehend suspects of crimes. The addition of a dual purpose canine would provide additional officer safety measures in locating and apprehending violent offenders, as well as another tool to locate illegal narcotics.

In June 2009, the Police Department was able to acquire a Narcotics Police Canine and has had success in combating the possession and trafficking of narcotics in the City of Reedley. The Canine Team has been a vital tool in combating narcotics not only in the Reedley

community but the team has also assisted Fresno Police Department, Fresno Sheriff's Department, Kingsburg Police Department, Parlier Police Department and the State Department of Corrections after the service of search warrants or narcotic related arrests in their jurisdictions.

The Canine Team has also been an asset to the Kings Canyon Unified School District as the team has been used to conduct periodic inspections of designated areas on school campuses for contraband. The Police Department is finalizing the contract with KCUSD to again provide similar services for the 2013-2014 school year. The addition of a second canine would provide greater availability for narcotics detection as it would allow a canine to be on duty seven days per week. The added benefit of the dual purpose canine trained in protection and apprehension gives greater capabilities to track and locate offenders and protect our Officers from violent offenders.

The selection and purchase of a new canine is a very important and specialized process. In order to get the best selection and training, the Department researched best trainers in the industry. After searching and evaluating vendors the Police Department has determined that Vigilant Canine Services fits Reedley's needs. Vigilant Canine Services is committed to supplying a variety of canines for the selection process. They are also committed to training the team in safety procedures, K-9 first aid, obedience, narcotics detection, officer protection and suspect tracking and apprehension, preparation of K-9 records and reports, problem solving/decision making, and other training and services as needed. In addition Vigilant Canine Services will provide expert testimony in the use and deployment of police service dogs. Local agencies utilizing this company are the Fresno County Sheriff's Department and Fresno County Probation Department.

Once the new police canine has been selected, the handler and the canine will complete an intensive 200 hour Basic Handlers Course. Once completed the new team of Officer and canine will be certified according to standards set forth by California Peace Officer Standards and Training (P.O.S.T.). Upon completion of basic training, the new team will join the existing police canine team in monthly trainings under the current contract and Memorandum of Understanding with Vigilant Canine Services.

FISCAL IMPACT

The Reedley Police Officer's Association has donated \$14,500 to the City of Reedley to be used for the purchase and training of a new police canine. Any remainder from this donation will remain to assist in future expenditures for the canine program.

PRIOR COUNCIL ACTIONS

None

ATTACHMENTS

Memorandum of Understanding between the City of Reedley Police Department and Vigilant Canine Services International, LLC.

Motion: _____
Second: _____