

City Manager's Report
November 22, 2011 City Council Meeting
Prepared By: George Nielsen, Chief of Police
Item#: 9.4

Subject: Adopt Resolution No. _____ a Resolution of the City Council of the City of Placerville authorizing the City Manager to execute a services agreement with John Riboni Police Dog Training for Police Canine/Officer training services.

Discussion: The Placerville Police Department maintains a Patrol Service Dog program where Police Canines are deployed to the field to assist in the response to a variety of calls. The program has typically been staffed with two Canine/Handler teams but is currently staffed with one team as a cost savings measure. Professional training services are required to provide adequate basic and on-going training for the Canine and the Handler Officer. Our training provider has been Vigilant Canine Services International, LLC (VCSI) at \$200 per patrol Canine/Handler team trained per month. VCSI has required that we travel far and wide for training, typically to Yuba City and Elk Grove and they have been unable as originally promised to accommodate training more accessible for us. The Canine program officer and supervisor have requested that we transition to John Riboni Canine Training for our police service dog training needs. Riboni, as a certified police canine trainer, provides canine training to the El Dorado County Sheriff's Office (EDSO) and he will conduct all of our training locally and in coordination with EDSO. This will save significant costs in officer overtime traveling to training and in fuel and maintenance costs associated. Cross-training with EDSO will also be an added benefit as it can be typical for our two agencies to work together. The agreement with VCSI has been properly terminated and we are prepared to enter in to a new canine training agreement. Staff recommends approval of the proposed Canine/Officer Training services agreement.

Cost: The cost is \$250 per patrol Canine/Handler team trained per month.

Budget Impact: The adopted budget and current balance for Police Canine contract services for FY2011/2012 is \$7300. The PPD currently maintains one patrol Canine/Handler team. Anticipated cost by end of fiscal year is \$2000. Yearly cost will be \$3000 per year per patrol Canine/Handler team.

Recommendation: Adopt Resolution No. _____ a Resolution of the City Council of the City of Placerville authorizing the City Manger to execute a services agreement with John Riboni Police Dog Training for Police Canine/Officer training services.



 M. Cleve Morris, City Manager



 George Nielsen, Chief of Police



 Dave Warren, Director of Finance

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PLACERVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A
SERVICES AGREEMENT WITH JOHN RIBONI POLICE DOG TRAINING FOR POLICE
CANINE/OFFICER TRAINING SERVICES**

BE IT, AND IT IS HEREBY RESOLVED by the City Council of the City of Placerville that the City Manager is authorized and directed to execute on behalf of the City of Placerville a services agreement with John Riboni Police Dog Training for Police Canine/Officer training services at the cost of \$250 per patrol Canine/Handler team trained per month.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on November 22, 2011, by Council member _____. The motion was seconded by Council member _____. A poll vote was taken, which stood as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

There being a majority of votes "AYE" the motion carried and was so ordered.

Mark A. Acuna, Mayor Pro Tem

ATTEST:

Susan Zito, City Clerk, MMC

AGREEMENT FOR CANINE/OFFICER TRAINING SERVICES

THIS AGREEMENT FOR CANINE/OFFICER TRAINING SERVICES ("Agreement") is made by and among the CITY OF PLACERVILLE, ("City") and JOHN RIBONI POLICE AND SPORT DOG TRAINING, ("Trainer").

RECITALS

The City of Placerville Police Department has and utilizes canine/officer teams in the course of providing law enforcement services to City.

Trainer has the requisite knowledge, skill, credentials, certifications/licenses, and experience to provide specialized law enforcement canine training services.

City desires to obtain the services of Trainer for a basic police service dog proficiency maintenance training program of City's canine/officer teams, and Trainer desires to provide such services to City, subject to the terms and conditions set out below.

Now, therefore, the parties agree as follows:

Scope of Services. Trainer shall perform the work under this Agreement in a safe, professional, skillful, and workmanlike manner. Trainer agrees to provide canine/officer team training in accordance with Exhibit "A", incorporated herein and made by reference a part hereof. Services provided by Trainer shall include, but not be limited to, the following:

Canine Maintenance training;
Canine Basic Academy training;
Canine Basic Narcotics Detection training;
Basic Article Detection Training;
Expert Testimony: Upon request by the City, Trainer will give expert testimony with regard to the use and deployment of police service dogs. This service will also include preparation for court cases as required.
Other various functions relating to the City's canine team as mutually agreed upon from time to time between Trainer and City.

Maintenance of Records. Trainer shall maintain all records of POST and other certifications for canine/officer teams trained pursuant to this Agreement and shall make such records available to City for inspection and copying upon request. City shall maintain all pertinent administrative, training, and service records for each canine/officer team trained pursuant to this Agreement.

Training Equipment. City shall provide all correct and safe training equipment.

Effective Date and Term of Agreement. The initial term of this Agreement shall be for one year beginning as of the date it has been signed by both parties. The term of this Agreement shall be automatically renewed for an additional one-year term at the end of the initial term, under the same terms and conditions unless either party gives 30 days written notice not to renew.

Compensation for Services. For services provided herein, City agrees to pay Trainer monthly in arrears within thirty (30) days following the City's receipt and approval of itemized invoices(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be as follows:

\$250.00 per Canine/Handler team trained per month.

In the event City requests Trainer to provide training services other than those outlined herein, the scope of services to be provided and the amount of compensation therefore shall be provided by an amendment to this Agreement signed by both parties.

Changes to Agreement. This Agreement may be amended and its terms changed only by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and when fully executed by duly authorized officers of the parties hereto.

Conflicts of Interest. It is understood that the services provided by Trainer under this Agreement shall be prepared in and with cooperation from City and its staff, and that information obtained by Trainer in connection with providing these services is confidential. It is further agreed that in all matters pertaining to this Agreement, Trainer shall act as a consultant only to City and its employees, and shall not act as a consultant to any other individual or entity, nor provide information in any manner to any individual or entity not a party to this Agreement, that would conflict with Trainer's responsibilities to the City under the terms of this Agreement, unless required to do so by law.

Assignment and Delegation. City engages Trainer for his unique qualifications and skills as well as those of his personnel. Trainer shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without the prior written consent of City.

Independent Contractor/Liability/Assumption of Risk. Trainer is, and shall be at all times deemed, an independent contractor and shall be wholly responsible for the manner in which Trainer performs services required by terms of this Agreement. Trainer expressly assumes sole and exclusive liability for his own negligence or intentional misconduct, and for the negligence or intentional misconduct of his employees, associates, and subcontractors, if any are authorized under the terms contained herein, as they relate to services provided under this Agreement.

Trainer further knowingly and voluntarily assumes the risks inherent in law enforcement canine training, and City shall not be charged with the responsibility for preventing such risks to Trainer or his employees, associates, and subcontractors, or with any liability for injuries or damages to the person or property of Trainer or his employees, associates, and subcontractors, resulting from the risks inherent in services provided by Trainer under the terms of this Agreement.

Default, Termination, and Cancellation of Agreement.

Default. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (*notice*). If the party in default does not cure the default within ten (10) days of notice (*time to cure*), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of the time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision(s), and shall demand that the party in default perform in accordance with the applicable Agreement provision(s) within the time to cure. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so specifies in the notice, or the party giving notice so specifies in a subsequent written notice after the time to cure has expired.

In the event of termination for default by Trainer, City reserves the right to take over and complete the work by contract or by any other means.

Bankruptcy. This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Trainer.

Ceasing Performance. City may terminate this Agreement in the event Trainer ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Termination or Cancellation Without Cause. City may terminate or cancel this Agreement, in whole or in part, for any reason upon ten (10) calendar days' written Notice of Termination to Trainer. In such event, City shall pay for services satisfactorily rendered by Trainer prior to the effective date of termination or cancellation as set forth in the written Notice of Termination. In no event, however, shall City be obligated to pay for services anticipated under the terms of this Agreement but not actually performed by Trainer prior to the effective date of termination or cancellation as set forth in the written Notice of Termination. Upon receipt of a Notice of Termination, Trainer shall promptly discontinue all services affected as of the effective date of termination set forth in such Notice of Termination, unless the Notice of Termination directs otherwise.

Written Notice to Parties. Written notice given by the parties hereto shall be served by depositing the same in the United States Post Office, postage prepaid and registered.

Written notice to City shall be addressed as follows:

City of Placerville

3101 Center Street

Placerville, CA 95667

Attention: City Manager

or to such other location(s) as City directs in writing.

Written notice to Trainer shall be addressed as follows:

John Riboni
8425 Horseshoe Hill Road
Loomis, CA 95650

or to such other location as Trainer directs in writing.

Indemnity. Trainer shall defend, indemnify, and hold City, and their respective officers, employees, and agents, harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to Trainer's workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Trainer's services, operations, or performance under this Agreement, unless such damage, injuries, or death are caused by the gross negligence or intentional misconduct of City or any of their respective officers, employees, or agents. This duty of Trainer to indemnify and save City harmless includes the duties to defend set forth in California Civil Code section 2778.

Insurance Requirements. Trainer shall, throughout the duration of this Agreement, maintain insurance to cover Trainer, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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.

Automobile Liability. (With coverage at least as broad as ISO form CA 00 01 07 96, 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.

Workers' Compensation. Coverage shall be maintained as required by the State of California.

Endorsements. Trainer shall obtain endorsements to the automobile and commercial general liability with the following provisions: The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an "additional insured." For any claims related to this Agreement, Trainer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Trainer's insurance and shall not contribute with it.

Notice of Cancellations. Trainer 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 cancelled 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.

Authorized Insurers. All insurance companies providing coverage to Trainer 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.

Insurance Certificates. Trainer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, not later than five (5) days after the execution of this Agreement.

Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Trainer shall provide a substitute certificate of insurance.

Trainer's Obligation. Maintenance of insurance by the Trainer as specified in this Agreement shall in no way be interpreted as relieving the Trainer of any responsibility whatsoever including indemnity obligations under this Agreement, and the Trainer may carry, at its own expense, such additional insurance as it deems necessary.

Interest of Public Official. No official or employee of City who exercises any functions or responsibilities in review or approval of services to be provided by Trainer under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Interest of Trainer. Trainer covenants that Trainer presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract for services in conflict with the services performed by this Agreement; or 2) any other business or entity whose interests are in conflict with City. Trainer further covenants that in the performance of this Agreement, Trainer shall neither employ nor engage the services of any person or entity having such any such conflicting interest(s).

Independent Contractor. It is understood by the parties to this Agreement that Trainer is an independent contractor providing specialized services to City. Trainer has no authority under this Agreement or otherwise to bind or incur any obligation on behalf of City. Except as expressly provided in this Agreement, Trainer has no authority or responsibility to exercise any rights or powers vested in City. It is further understood by the parties to this Agreement that this Agreement shall not under any circumstances be construed or considered to create a joint venture or an employer-employee relationship between City and Trainer or Trainer's employees, associates, or subcontractors, if any are authorized under the terms contained herein.

California Withholding Exemption Certificate (Form 590). Trainer, as an independent contractor providing services to City, shall, prior to execution of this Agreement, file with the City a properly and fully executed State of California Withholding Exemption Certificate (Form 590), certifying Trainer's California residency or, in the case of a corporation, certifying that Trainer has a permanent place of business in California. If Trainer fails to file with City a properly and fully executed Form 590 prior to execution of this Agreement, City shall withhold seven (7) percent of each payment made to Trainer during the term of this Agreement.

California Forum and Law. Any litigation or dispute resolution action, including but not limited to mediation or arbitration, arising out of this Agreement shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

City's Administrator of Agreement. The City Officer or employee with responsibility for administering this Agreement is George Nielsen, Chief of Police, or his designee.

Authorized Signatories. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Entire Agreement, Binding Effect. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes all prior written and oral agreements, understandings, or representations related thereto. This Agreement may be amended only in writing signed by all the parties hereto. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

Dated: _____, 2011 TRAINER

By: _____
John Riboni, Trainer

Dated: _____, 2011 CITY OF PLACERVILLE

By: _____
M. Cleve Morris, City Manager

ATTEST:

City Clerk,
City of Placerville

Susan Zito

EXHIBIT A

Types of Training

There are three distinct types of training that will be provided under the terms of this Agreement: Maintenance Training, Basic Academy Training, and Basic Training in Narcotics Detection.

Maintenance Training refers to the continuation training given to an already P.O.S.T.-certified canine/officer team and or dual-purpose narcotics/patrol certified canine/officer team, to maintain and improve proficiency. P.O.S.T. recommendations reflect a minimum Maintenance Training regimen of 16 hours per month for the working life of the team.

Basic Academy Training is an intensive program designed to train a canine/officer team to be proficient enough to pass the P.O.S.T. certification test. This involves approximately 120 hours of intensive training, according to POST guidelines.

Basic Narcotics Detection Training is an intensive program designed to train a canine/officer team to be proficient enough to pass the P.O.S.T. certification test. This involves approximately 120 hours of intensive training, according to POST guidelines.

Basic Article Detection Training is much more labor and time intensive than Maintenance Training. Basic Article Detection Training is only necessary when a new, uncertified canine/officer team is assigned to the City's K-9 Unit.

Time and Place of Training Exercises

Trainer retains the right to designate the time and place for the training exercises based upon need and availability. Every effort will be made to make the training site(s) and time(s) mutually convenient to the Trainer, canine/officer teams, and other concerned persons. The parties agree to maintain scheduling flexibility, as schedules may change without advance notice, and further agree to make reasonable efforts to reschedule any session or exercises missed as soon as is practicable.

No Guarantee or Warranty of Canine or Officer Behavior

Trainer will be serving as a technical resource to the City in a highly specialized area of law enforcement. Trainer makes no guarantee or warranty, express or implied, regarding the dogs or handler's actions, inactions, or reactions, as a result of training, working, or service. Trainer will exercise reasonable care to maximize the City's canine/officer teams' abilities.

Maintenance Training

Maintenance Training shall be conducted in accordance with applicable police standards and practices, City policies, and law. Maintenance training shall include realistic and practical training related to patrol deployment and utilization of the specific skills, ability, and talents of a canine/officer team. This shall include but not be limited to: general obedience, general agility, building and open area search for human suspect(s), call off/redirect/bite release/recall from human targets, narcotic detection, and article detection. Maintenance Training shall be designed to meet a minimum goal of maintaining the perishable skills of the canine/officer team to meet or exceed minimum POST standards. Maintenance Training shall also include evolving law

enforcement tactics and procedure with regard to applicable canine/officer team related policy, procedure, case law, or reasonably anticipated canine/officer team liability.

Trainer shall provide to each canine/officer team a minimum of sixteen (16) hours of Maintenance Training per month, minimally two (8) hour sessions monthly or a maximum of four (4) hours sessions monthly or a reasonable combination thereof as agreed upon by both the City and Trainer. Trainer and City shall agree on the topic(s) of instruction for each training session at least thirty (30) days in advance of the scheduled session.

Basic Academy Training

Basic Academy Training shall be provided on an as-requested basis. This type of training is much more labor and time intensive than Maintenance Training. Basic Academy Training is only necessary when a new, uncertified canine/officer team is assigned to the City's K-9 Unit, such as when there is a vacancy due to the retirement of a service dog or the promotion of a handler. When needed, Basic Academy Training shall be provided for 5 hours per day, four days per week, for a period of 6 weeks. This is historically a realistic representation.

Trainer shall have the exclusive right to evaluate for acceptance into Basic Academy Training any dog City desires to be placed in the Basic Academy Training program, and to evaluate the dog in person. Trainer shall further have the exclusive right to approve or reject such a dog for Basic Academy Training, and to refuse to train a dog he rejects. In consideration of this authority, Trainer guarantees that any dog that he approves and trains will be able to pass the P.O.S.T. certification with his handler.

Basic Narcotics Detection Training

Basic Narcotics Training shall be provided on an as-requested basis. This type of training is much more labor and time intensive than Maintenance Training. Basic Narcotics Detection Training is only necessary when a new, uncertified canine/officer team is assigned to the City's K-9 Unit, such as when there is a vacancy due to the retirement of a service dog or the promotion of a handler. When needed, Basic Narcotics Detection Training shall be provided for 3 hours per day, four days per week, for a period of 6 weeks. This is historically a realistic representation.

Trainer shall have the exclusive right to evaluate for acceptance into Basic Narcotics Detection Training any dog City desires to be placed in the Basic Narcotics Detection Training program, and to evaluate the dog in person. Trainer shall further have the exclusive right to approve or reject such a dog for Basic Narcotics Detection Training, and to refuse to train a dog he rejects. In consideration of this authority, Trainer guarantees that any dog that he approves and trains will be able to pass the P.O.S.T. certification with his handler.

Basic Article Detection Training

Basic Article Detection Training shall be provided on an as-requested basis. This type of training is much more labor and time intensive than Maintenance Training. Basic Article Detection Training is only necessary when a new, uncertified canine/officer team is assigned to the City's K-9 Unit, such as when there is a vacancy due to the retirement of a service dog or the promotion of a handler. When needed, Basic Article Detection Training shall be provided for 3 hours per day, four days per week, for a period of 6 weeks. This is historically a realistic representation.

Trainer shall have the exclusive right to evaluate for acceptance into Basic Article Detection Training any dog City desires to be placed in the Basic Article Detection Training program, and to evaluate the dog in person. Trainer shall further have the exclusive right to approve or reject such a dog for Basic Article Detection Training, and to refuse to train a dog he rejects. In consideration of this authority, Trainer guarantees that any dog that he approves and trains will be able to pass the P.O.S.T. certification with his handler, if and when such certification exists.