



REPORT TO CITY COUNCIL

Approved by:



Dino Lawson, Chief of Police



Arnaldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-9

SUBJECT:

Agreement for police canine training services

RECOMMENDATION:

Adopt a resolution approving an agreement for contract services with Law Dog K9 for police canine training estimated at \$10,800 per year and increasing to \$11,340 per year in January of 2024.

SUMMARY:

The Police Department is seeking to contract with Law Dog K9 to provide police canine training services. The Department's previous trainer has retired. The City needs to secure these services to keep the police canines serviceable and in compliance with the California Police Officer Standards and Training (POST).

The Police Department searched to identify qualified trainers with the same training style and philosophy for the use of police canines, including:

- Polling several Central Valley law enforcement agencies
- Polling members of recognized police canine associations
- Seeking advice from the Department's past canine trainer

The Police Department met with three potential trainers about providing these services and at the conclusion of the process, selected Law Dog K9 to provide these contracted services.

DISCUSSION:

Since 2016, the City has been under contract with Legacy K9 Inc. to provide police canine training services. The owner of Legacy K9 Inc. notified the City of his intent to retire. The Department immediately began contacting Central Valley law enforcement agencies, police canine associations, and experts in the police canine field to find an experienced and qualified trainer compatible with our training style and philosophy for the use of police canines. This information gathering process identified three companies that could meet the Department's specialized needs.

The Department contacted these companies to discuss interest, training style, philosophy, needed services, and cost. The cost of \$300 per month to train each dual-purpose patrol canine team appears to be the industry standard as all three companies listed this as their price. All three companies were compatible with our training style and philosophy. Two of the companies were from out of the area and would be driving several hours to provide these services. One of the companies is located in northern California and the other is from southern California. The third company, Law Dog K9 is located in Fresno County and is only 18 minutes away from the Madera Police Department.

Through the Department's evaluation, we found that Law Dog K9 met all of the specialized needs. Their proximity to the City of Madera makes service delivery more accessible to our canine handlers and offers the additional service of safely kenneling our police canines when the handlers go out of town on vacation. Law Dog K9 is also the canine trainer for the Chowchilla Police Department and the Madera County Sheriff's Office. We believe there is an operational benefit to all three law enforcement agencies in the county having a unified training style and philosophy. With each agency only having a few canines, it is not uncommon to call upon each other's canines when they do not have one on duty.

The Department is recommending the City enter into an agreement with Law Dog K9 to provide police canine training services. The agreement is provided as Exhibit A to the proposed resolution.

FINANCIAL IMPACT:

There is no additional budget obligation by entering into this agreement as Law Dog K9 will be providing these services at the same price as our last trainer, which is \$300 per month for each dual purpose canine team and a total of \$10,800 per year. In January of 2024, this price will increase to \$315 per month and a total of \$11,340 per year. The services are already included in the FY 2021/2022 Adopted Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action supports Vision Madera 2025 strategy 421 First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

Council may direct staff to pursue other options.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Contractor Services Agreement with Law Dog K9

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH LAW DOG K9 FOR POLICE CANINE TRAINING SERVICES

WHEREAS, the City of Madera (City) has a need for police canine training services; and

WHEREAS, the City received three (3) verbal quotes to provide these services; and

WHEREAS, cost was not a determining factor as all companies quoted the same price; and

WHEREAS, Law Dog K9 was selected based on the ability to provide more comprehensive services and the proximity to the City of Madera; and

WHEREAS, Law Dog K9 has the necessary experience and qualifications to provide the requested services to the City.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Contractor Services Agreement between the City of Madera and Law Dog K9, a copy of which is attached hereto as Exhibit A, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA

AGREEMENT FOR CANINE TRAINING CONTRACT SERVICES

THIS AGREEMENT made and entered into the _____ day of December 2021, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and Mark Sotelo d/b/a Law Dog K9, hereinafter called "Contractor";

RECITALS

- A. The City desires to maintain the quality and ongoing training of its police canines to comply with the minimum standards of the California Police Officer Standards and Training.
- B. The City explored available contractors with the qualifications to provide these services. The City identified, met with, and evaluated three contractors. The selection was based on experience, training style, philosophy for the use of canines, proximity to the City of Madera, and the comprehensive services provided.
- C. Contractor has the necessary experience and qualifications to provide such services.
- D. City desires to retain Contractor to provide said services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Contractor as follows:

1. Services. The City hereby employs Contractor to perform police canine training and services per Section 2 of this Agreement at the compensation and upon the terms and conditions herein expressed, and Contractor hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Contractor to commence work immediately upon execution of this Agreement.

2. Obligations, Duties and Responsibilities of Contractor. It shall be the duty, obligation, and responsibility of the Contractor, in a skilled and professional manner, to perform the contracted services in accordance with Exhibit 1: Scope of Work. Exhibit 1 is attached and incorporated by reference.

3. Contractor's Fees and Compensation: Amount, How and When Payable.

- 3.1 The Fee Schedule is detailed in Exhibit 1: Scope of Work.
- 3.2 Billings are to be made directly to the following address:

Madera Police Department
Attn: Canine Lieutenant
330 South C Street
Madera, CA 93637

3.3 Billing shall be made monthly by the Contractor. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. The City shall make its best effort to process payments promptly and not later than 30 days after receiving Contractor's billing statement.

4. Term of Agreement and Termination.

4.1 This Agreement shall be effective January 1, 2022.

4.2 This Agreement may be terminated by mutual agreement, or it may be terminated by either party upon tendering thirty (30) days' written notice of intent to terminate the Agreement. Such notice shall be sent to the Madera Police Chief at 330 South C Street, Madera CA 93638, or to Contractor at Law Dog K9, 6072 N. Dower Avenue Fresno, CA 93723. In the event of such termination, Contractor shall be paid for services rendered to the date of termination not to exceed the amount referenced in section 3.1.

5. Hold Harmless and Insurance Requirements.

5.1 Indemnification and Waivers. Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.2 Insurance. During the term of this Agreement, Contractor shall maintain, keep in force, and pay all premiums required to maintain and keep in force general liability and workers' compensation if required by law. The limits and nature of such policies shall be as required in Exhibit 2 of this Agreement. Exhibit 2 is attached and incorporated by reference.

6. Independent Contractor. In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's, officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Contractor and its employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and hold City harmless from all matters related to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters.

7. Compliance with Law. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, now in force or as enacted, issued or amended during the term of this Agreement

8. Miscellaneous.

8.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

8.2 Governing Law and Venue. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

8.3 Required License and Professional Credentials. Contractor and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Contractor shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

8.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

8.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.6 Incorporation of Documents. All documents constituting the Agreement documents and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement. This includes exhibits referenced in this Agreement.

8.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

8.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

8.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

8.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

8.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

8.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

8.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

8.14 Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original with all signatures appended together, shall be deemed a fully executed Agreement.

9. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City.

Law Dog K9

CITY OF MADERA

Mark Sotelo, Owner

Santos Garcia, Mayor

Date: _____

Date: _____

ATTEST

APPROVED AS TO FORM

Alicia Gonzales, City Clerk

Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

EXHIBIT 1

SCOPE OF WORK

CANINE AND HANDLER TRAINING SERVICES

The services and payment to be made therefore shall be as provided for in this Scope of Work.

1. Mark Sotelo d/b/a Law Dog K9 will provide once-a-month maintenance training for active police canine and handler teams. Payment for such service will be monthly at the following rates:

Effective immediately

- \$300 for each dual-purpose patrol canine team not to exceed \$3,600 per year per team.
- \$250 for each detection-only canine team not to exceed \$3,000 per year per team.

Effective January 1, 2024

- \$315 for each dual-purpose patrol canine team not to exceed \$3,780 per year per team.
- \$263 for each detection-only canine team not to exceed \$3,156 per year per team.

2. Training will occur on a set schedule and at a mutually agreed upon location by the City and the Contractor. Training sessions shall be eight hours long and incorporate regular breaks for the canine, handlers and Contractor.
3. The training provided shall maintain the canine and handler to POST standards and shall include, but not be limited to, obedience, agility, officer protection, apprehension, suspect locating, and detection of substances or explosives.
4. In the event of a deficiency with the minimum performance standard of a canine or handler, additional sessions may be arranged with the Contractor at a flat rate of \$150 a session.
5. The training may be conducted in conjunction with other law enforcement agencies as long as the number of canine teams from different agencies does not negatively impact the quality and quantity of training received by the Madera Police Department canine teams. If the City feels that the presence of outside agencies is negatively impacting the quality or quantity of training, both parties agree to meet and confer to find a solution.
6. The Contractor is equipped and has the specialized experience to safely kennel police canines. If the department chooses to kennel a police canine with the Contractor, it will be at the rate of \$60 per night.

EXHIBIT 2

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease if Contractor has employees. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its

own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.