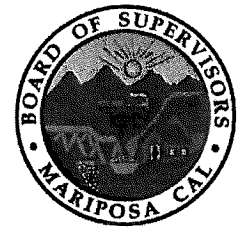




MARIPOSA COUNTY

Sheriff's Office • (209) 966-3615



RESOLUTION - ACTION REQUESTED 2015-474

MEETING: October 6, 2015

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Sheriff's Canine Training Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a One Year Agreement in the not to exceed amount of \$12,600 to be automatically renewed for two additional one-year terms with Vigilant Canine Services International, LLC., for Mariposa County Sheriff's Office Canine Training and Maintenance, and Authorize the Board of Supervisors Chair to Sign the Agreement. This Agreement for Services is for required Canine Training and is to be provided by Vigilant Canine Services International, LLC. This training meets or exceeds required California State Peace Officer Standards and Training (POST) mandates. The training agreement includes preparation of Canine Records and Reports, Tracking, Search Techniques, Controlled Aggression and Suspect Apprehension, Canine First Aid and other training and services as needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County has previously approved service agreements with this vendor that provided law enforcement canine services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the contract is not approved, the Mariposa County Sheriff's Office will not be able to utilize the services for the Sheriff's Canine Program that are provided by this vendor.

FINANCIAL IMPACT:

There is no impact to the General Fund as sufficient appropriations have been budgeted in the Sheriff's 2015/16 Approved Budget.

ATTACHMENTS:

**Professional Service Agreement with VCSI for Police Canine Training Services.
(PDF)**

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson

Mary Hodson, CAO

9/30/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

**COUNTY OF MARIPOSA
PROFESSIONAL SERVICES AGREEMENT
POLICE CANINE TRAINING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the COUNTY OF MARIPOSA, a political subdivision of the state of California, through its MARIPOSA COUNTY SHERIFF'S OFFICE, (hereinafter "COUNTY"), and VIGILANT CANINE SERVICES INTERNATIONAL, LLC (hereinafter "PROVIDER").

RECITALS

- A. Whereas the MARIPOSA COUNTY SHERIFF'S OFFICE is in need of police canine training services,
- B. Whereas MARIPOSA COUNTY SHERIFF'S OFFICE 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 COUNTY with a basic police service dog proficiency maintenance training program which meets or exceeds P.O.S.T. standards. PROVIDER shall provide training in the following areas:

- 1. Safety procedures
- 2. K-9 First Aid
- 3. Working obedience
- 4. Tracking
- 5. Search techniques
- 6. Officer protection
- 7. Call off/Call out
- 8. Narcotic detection
- 9. Person detection
- 10. Controlled aggression and Bite work
- 11. Preparation of K-9 records and reports
- 12. Problem solving/Decision making
- 13. Scenario-based training
- 14. Other training and services as needed and mutually agreed upon by both parties

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- 1.2. The PROVIDER will provide the COUNTY with a block of the instruction/training outlined above; providing a minimum of eight (8) hours of canine maintenance training per month for three years. It is the responsibility of the COUNTY to have their personnel present during the scheduled blocks of instruction/training.
 - 1.3. Expert Testimony: Upon request by the MARIPOSA COUNTY Sheriff, a representative of PROVIDER 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. Hourly rate for this service is \$140.00 per hour.
 - 1.4. The services shall be performed by, or under the direct supervision of, PROVIDER's Authorized Representative:
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 by the COUNTY. PROVIDER shall submit all requests for extensions of time to the COUNTY 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. COUNTY shall grant or deny such requests at its sole discretion; however, COUNTY 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 the COUNTY's employee and PROVIDER shall have no authority, express or implied, to act on behalf of the COUNTY as an agent, or to bind the COUNTY to any obligation whatsoever, unless the COUNTY provides prior written authorization to PROVIDER. PROVIDER is free to work for other entities while under contract with the COUNTY. PROVIDER and its agents or employees are not entitled to COUNTY 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 COUNTY.

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5. COMPENSATION.

- 5.1. For services performed by PROVIDER in accordance with this Agreement, the COUNTY shall pay PROVIDER the sum of \$175.00 per month per K-9 team. A K-9 team consists of one (1) canine and one (1) handler. Total compensation for the 2 teams shall not exceed \$12,600.00 over the term of this agreement which shall not exceed three years including any automatic renewals of this agreement. If additional teams are added during this contract period, an amendment, in writing will be agreed upon and signed by both parties.
- 5.2. In addition, the COUNTY will reimburse PROVIDER the cost of the required annual COUNTY OF MARIPOSA Business License and for the reasonable travel and hotel costs of PROVIDER's representative for the purpose of the expert testimony set forth in section 1.3 of this agreement.
- 5.3. PROVIDER's billing rates shall cover all costs and expenses of every kind and nature for PROVIDER's performance of this Agreement as specified in Section 1.1 of this agreement (except for those outlined in 5.2). No work shall be performed by PROVIDER in excess of the Not To Exceed amount without entering into an amended agreement that reasonably conforms to the COUNTY's standard amendment language. Services will be billed monthly.
- 5.4. PROVIDER shall submit monthly invoices to the COUNTY describing the services performed, including times, dates, and names of persons performing the service, for services provided in the prior month.
- 5.5. It is the responsibility of the COUNTY to have their personnel present during the scheduled blocks of instruction/training. If a contracted K-9 team is absent from training, the previously agreed fee is still due and payable. However, COUNTY shall not be responsible for the agreed fee if: (1) The PROVIDER is unable to be present for the scheduled training; (2) The COUNTY gives PROVIDER at least 30 days' notice of the need to change the training date; (3) COUNTY gives PROVIDER at least two weeks notice that a K-9 is injured and cannot participate in the training, in which case, the fee will be based on the K9 units that are able to participate in the scheduled monthly training.
- 5.6. Within thirty (30) days after the COUNTY's receipt of invoice, COUNTY shall make payment to the PROVIDER based upon the services described on the invoice and approved by the COUNTY.

6. **TERMINATION.** 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 two additional one-year terms at the end of the initial term, under the same terms and conditions unless either party gives 30 days written notice not to renew. Notwithstanding the foregoing, the COUNTY may terminate this

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Agreement by giving ten (10) days written notice to PROVIDER. Upon termination, PROVIDER shall give the COUNTY all original documents, including preliminary drafts and supporting documents, prepared by PROVIDER for this Agreement. The COUNTY shall pay PROVIDER for all services satisfactorily performed in accordance with this Agreement, through the date of termination.

7. **OWNERSHIP OF WORK.** All original documents prepared by PROVIDER for this Agreement, whether complete or in progress, are the property of the COUNTY, and shall be given to the COUNTY at the completion of PROVIDER's services, or upon demand from the COUNTY. No such documents shall be revealed or made available by PROVIDER to any third party without the prior written consent of the COUNTY.
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 COUNTY (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 Business License(s), if necessary.
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. **Endorsements.** PROVIDER shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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- 11.5.1. The COUNTY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 11.5.2. For any claims related to this Agreement, PROVIDER's coverage shall be primary insurance with respect to the COUNTY. Any insurance maintained by the COUNTY shall be excess of the PROVIDER's insurance and shall not contribute with it.
- 11.6. **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 COUNTY 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.
- 11.7. **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.
- 11.8. **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 COUNTY, no later than five (5) days after the execution of this Agreement.
- 11.9. **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.
- 11.10. **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 COUNTY. Any attempt to assign or delegate this Agreement without the written consent of the COUNTY shall be void and of no force and effect. Consent by the COUNTY 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:

To COUNTY:

Mariposa County Sheriff Dept
PO Box 276
Mariposa, CA 95338

To PROVIDER:

Vigilant Canine Services International, LLC
PO Box 652
Red Bluff, CA 96080

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- 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.
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 COUNTY 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 MARIPOSA.
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.

INTENTIONALLY LEFT BLANK

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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 execute this Agreement on behalf of the respective legal entities of the PROVIDER and the COUNTY. 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.

COUNTY OF MARIPOSA

PROVIDER

Merlin Jones

By: Merlin Jones
Title: Board Chair
Date: 10-6-15

Attest:

Rene' La Roche

By: Rene' La Roche
Title: COB
Date: 10-6-15

APPROVED AS TO FORM:

Steven W. Dahlem

By: Steven W. Dahlem
Title: Co. Counsel
Date: 10-6-15

Buckley Dikes

By: Buckley Dikes
Title: Chief Executive Officer
Date: 9/21/15
Fed. Employer ID No. 262450688

