



AGENDA REPORT

Meeting Date: June 30, 2015
Item Number: E-14
To: Honorable Mayor & City Council
From: Shan Davis, Police Lieutenant 
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TOP DOG POLICE K-9 TRAINING AND CONSULTING FOR PROVIDING BASIC POLICE SERVICE DOG PROFICIENCY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS POLICE OFFICER STANDARDS AND TRAINING (P.O.S.T.) STANDARDS

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Top Dog Police K-9 Training and Consulting for providing basic police service dog proficiency maintenance training which meets or exceeds P.O.S.T. standards. Staff also recommends that the City Council move to approve a purchase order to Top Dog Police K-9 Training and Consulting in an amount not to exceed \$30,000 a year for services under this agreement.

INTRODUCTION

The Police Department has identified the need to continue with the longstanding K-9 program. In order to remain serviceable, each K-9/handler team must remain certified by meeting the minimum P.O.S.T. required standards.

The duration of this recommended contract is one (1) year, commencing at the end of the current contract which terminates at the end of FY 14/15. It provides for two (2)

additional one (1) year extensions. Exercised to full term, this contract would extend services through FY 17/18. As with the current contract, this contract will be paid entirely through General Fund funding.

DISCUSSION

The Beverly Hills Police K-9 Program is a supplemental detail that primarily assists in police patrol functions and specialty situations. These service dogs provide an unparalleled resource for frequent law enforcement situations such as narcotic detection, apprehension of fleeing suspects, and explosive ordnance detection. Their use in building and area searches provide a much more reliable and safer enforcement option for officers to complete these common yet dangerous tasks.

Police canines also provide routine back-up for patrol officers working within the city. They act as a psychological deterrent in reducing aggressive behavior. The mere presence of a dog has been shown to reduce confrontations with violent suspects and prevent potentially violent situations from escalating out of control.

Historically, the Police Department staff has seized significant amounts of illicit drugs and several million dollars in bulk U.S. currency. The success of these operations would have been difficult, if not impossible to achieve without the use of canines trained to detect narcotics.

Beverly Hills is a common destination for both domestic and foreign politicians, as well as other public figures. As the upcoming presidential election grows closer, the ever-present threat of terrorism and political conflict will require an increase in the use of canine resources to ensure the safety of our local and visiting dignitaries.

The success of the Beverly Hills Police K-9 Program has been due, in large part to the current contract training staff. The approval of this contract will allow Top Dog Police K-9 Training and Consulting to retain the current training staff for the Beverly Hills K-9 Team, thereby preserving the continuity of the present training theories and practices

Top Dog Police K-9 Training and Consulting agrees to provide a minimum of sixteen (16) hours a month in training which meets or exceeds Police Officer Standards and Training ("P.O.S.T.") standards in all of the following areas:

- a. Safety Procedures
- b. K-9 First Aid
- c. Working Obedience
- d. Tracking
- e. Search Techniques
- f. Officer Protection
- g. Call off/Call out
- h. Narcotic Detection with actual narcotics and substances (not pseudo-odors)
- i. Person Detection
- j. Controlled Aggression and Bite Work
- k. Preparation of K-9 records and reports
- l. Problem solving/Decision making
- m. Scenario-based Training
- n. Explosive Detection
- o. Other training and services as needed and mutually agreed upon by both parties

The term of this agreement with Top Dog Police K-9 Training and Consulting, is for one (1) year. However at the request of both the City and the contractor, this agreement provides for two (2) additional one (1) year extensions. Funding for this contract is not to exceed \$30,000 a year for a maximum total of \$90,000 for three (3) years if all extensions are exercised. The funding for this program is included in the Police Department's annual operating budget.

FISCAL IMPACT

The total cost for the Top Dog Police K-9 Training and Consulting service is an amount not to exceed \$30,000 for any one year for services under this agreement. Upon mutual agreement, the agreement provides for two (2) additional one (1) year extensions. Funding for this contract is included in the Police Department's annual operating budget.



Approved By
MARK H. ROSEN
ACTING CHIEF OF POLICE

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
TOP DOG POLICE K-9 TRAINING AND CONSULTING FOR
PROVIDING BASIC POLICE SERVICE DOG PROFICIENCY
MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS POLICE
OFFICER STANDARDS AND TRAINING (P.O.S.T) STANDARDS

NAME OF CONTRACTOR: Top Dog Police K-9 Training and Consulting

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Ronald Dee Cloward, Owner

CONTRACTOR'S ADDRESS: 3805 Wesson Ranch Rd. Modesto, CA 95356
Attention: Ronald Dee Cloward, Owner

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Tony Lee, Acting Chief of Police

COMMENCEMENT DATE: July 1, 2015, unless extended pursuant to Section 2
of the Agreement

TERMINATION DATE: June 30, 2016

CONSIDERATION: Not to exceed \$ 30,000.00 per year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
TOP DOG POLICE K-9 TRAINING AND CONSULTING FOR
PROVIDING BASIC POLICE SERVICE DOG PROFICIENCY
MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS
POLICE OFFICER STANDARDS AND TRAINING (P.O.S.T)
STANDARDS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Top Dog Police K-9 Training and Consulting (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance

of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) **Additional Services.** CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

2) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation,

attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 201 ____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

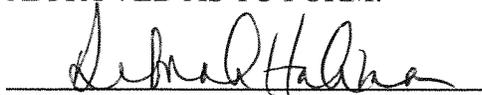
(SEAL)
BYRON POPE
City Clerk

TOP DOG POLICE K-9 TRAINING AND
CONSULTING:



RONALD DEE CLOWARD
Owner

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



TONY LEE
Acting Police Chief



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

1. Provide CITY with a basic police service dog proficiency maintenance training program which meets or exceeds Police Officer Standards and Training (“P.O.S.T.”) standards.
2. Provide training in the following areas:
 - a. Safety Procedures
 - b. K-9 First Aid
 - c. Working Obedience
 - d. Tracking
 - e. Search Techniques
 - f. Officer Protection
 - g. Call off/Call out
 - h. Narcotic Detection with actual narcotics and substances (not pseudo-odors)
 - i. Person Detection
 - j. Controlled Aggression and Bite Work
 - k. Preparation of K-9 records and reports
 - l. Problem solving/Decision making
 - m. Scenario-based Training
 - n. Explosive Detection
 - o. Other training and services as needed and mutually agreed upon by both parties
3. Provide CITY a block of the instruction/training outlined above (2 days of training a month at 8 hours per day); providing a minimum of SIXTEEN (16) hours of canine maintenance training per month.
4. CITY shall have CITY Police Canine Officers present during the scheduled blocks of instruction/training, to be regularly scheduled within the region, in or near Simi Valley, CA.
5. Evaluate, test, and train dog handler teams in CITY Police Canine Unit monthly, at times and places designated within the region, in or near Simi Valley, CA for the purposes of ensuring that such teams are capable of performing a passive indication/alert after locating explosive materials. Canines shall be trained to indicate on minimum of nine (9) basic odors.

6. Evaluate, test and train dog handler teams in CITY Police Canine Unit monthly at times and places designated within the region, in or near Simi Valley, CA for the purpose of ensuring that such teams are capable of properly detecting narcotics/illegal substances, locating any one or a combination of marijuana, hash, cocaine, heroin, methamphetamine and ecstasy.
7. The services shall be performed by or under the direct supervision of CONTRACTOR. CONTRACTOR shall not use any subcontractors, without prior written approval of CITY's Police Department Canine Unit Supervisor or Coordinator.

EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

Rates:

Services shall be performed at the rate of \$300 per month per Police K-9 Team. A K-9 team consists of one (1) canine and one (1) handler.

CONTRACTOR shall submit a monthly invoice to CITY for the services previously performed on a form approved by CITY. CITY shall pay CONTRACTOR the amount of such undisputed billing within 30 days of receipt of such invoice.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____

 Authorized Insurance Representative

TITLE : _____
 AGENCY : _____ Address : _____

