



POLICE SERVICE DOG MONTHLY MAINTENANCE CONTRACT

CITY OF REEDLEY

RECITALS

This agreement between **Top Dog Training Center, LLC**, hereinafter known as "**TRAINER**" and the **CITY OF REEDLEY POLICE DEPARTMENT**, hereinafter known as "**AGENCY**" will be in effect for a period of two (2) years, beginning July 1, 2018 and expiring on June 30, 2020. This contract is renewable on a yearly or multi-year basis after a review by both parties listed above. The contract is for the specified purposes listed below:

SCOPE OF SERVICES

- A. The **TRAINER** will provide two (8) hour training sessions(s) per month to the **AGENCY** for its police service dog teams (patrol and detection trained). The training locations will vary to provide different environments with which to train in and efforts will be made to also train within the **AGENCY** jurisdiction when possible. The purpose of this training is to problem solve, improve performance, and to ensure that police service dog teams remain at or above California POST K-9 standards at all times.

- B. The **TRAINER** will train the canine teams to conform to Department Policy.
- C. The services shall be performed by only authorized representatives of the **TRAINER**.

COMPENSATION

- A. The **AGENCY** shall pay the **TRAINER** \$100 per (8) hour training session per police service dog team (one dog / one handler) that attends a training session.
- B. Payments for this training can either be made on a monthly or yearly basis. If elected to pay monthly, the **TRAINER** shall submit invoices to the **AGENCY**. Within (30) days after the **AGENCIES** receipt of the invoice, **AGENCY** shall make payment to the **TRAINER**. Yearly training payments will be made at the start of the contractual period for the entire year.

TERMINATION

- A. Once signed, this contract will remain in effect for all purposes until and unless express written notice of cancellation is received by **TRAINER** at least 30 days prior to cancellation. **TRAINER** also has the option of cancellation by providing **AGENCY** a written notice of cancellation 30 days prior to termination of services. If **TRAINER** elects to cancel this contract any prepaid training costs will be returned to the **AGENCY** for the remaining time left on this contract.

INSURANCE

- A. **TRAINER** shall, throughout the duration of this Agreement maintain insurance to cover **AGENCY**, its agents, representatives, and employees in connection with the performance of services under this agreement at the minimum levels set forth herein.
- B. General Liability coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of **TRAINER** in an amount not less than \$1,000,000 per claim.
- C. Automobile Liability coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers Compensation coverage is not maintained because **TRAINER** is a sole proprietor and has no employees (paid or volunteer).
- E. Endorsements: **TRAINER** shall obtain endorsements to the general liability with the **AGENCY** (including its elected officials, officer, employees, agents, and volunteers) to be named as additional "insured."
- F. Insurance Certificate: **TRAINER** shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to **AGENCY**, no later than five (5) days after the execution of this Agreement.

ENTIRE AGREEMENT

This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed by **TRAINER**. This Agreement supersedes all prior negotiations, representations, or agreements.

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 **TRAINER** and the **AGENCY**. 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.

Signed this 2nd day of July in the year of 2018.

Signature J.W. Brock

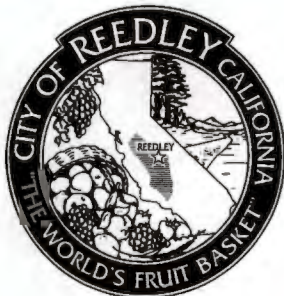
By: Jay W. Brock

Top Dog Training Center, LLC Representative

Signature Nicole Zieba

By: Nicole Zieba, City Manager

City of Reedley



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: June 26, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY A TRAINING AGREEMENT WITH "TOP DOG TRAINING CENTER" FOR ONGOING TRAINING OF IN-SERVICE POLICE CANINES.

PREPARED BY: Marc A. Ediger, Police Lieutenant 

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council approve and authorize the City Manager to sign on behalf of the City of Reedley a training agreement with Top Dog Training Center for training of in-service police canines.

BACKGROUND

A Police Canine Program is used to augment police services offered to the community. Highly skilled and trained teams of handlers and their canine partners are used to supplement police operations to locate contraband or apprehend suspects of crimes.

Since the 1970's the City of Reedley has had in service Police K-9's, a tradition that has continued with the current deployment of 3 Police K-9's. However, one aspect of Police K-9's has changed over the years and that was training K-9's to be dual purposed. Not only are the K-9's expected to aid in the apprehension of suspects of crimes but are asked to detect the presence of narcotics and contraband. This additional quality makes the K-9's much more versatile but at the same time require much more training to ensure they have the skills to perform the tasks asked of them.

Prior to 2011, the Reedley Police Department had always utilized in-house trainers to maintain the police department's K-9's to standards set forth by the California Peace Officers Standards and Training (POST) and to the policies of the Reedley Police Department. However, due to the experience level of the Handlers it was necessary to obtain the assistance of an independent trainer (Vigilant Canine Services International)

to provide the maintenance training necessary to keep the K9 teams certified. Unfortunately, in 2015 V.C.S.I. no longer was able to meet the needs of the police department so the contract with them was terminated.

In 2016 the Police Department partnered with Top Dog Training Center under the ownership of Jay Brock to conduct ongoing training. Mr. Brock, is a 27 year veteran of law enforcement with over 18 years of experience handling and training of dual purpose police K-9's. The three handlers for the Reedley Police Department K-9 unit have had the opportunity to train with Mr. Brock since 2016 and all three of the K-9 teams have continued to improve in all aspects of deployment. Their confidence and proficiency levels allowed them to recently compete in the annual Sierra K-9 Trials held in Visalia, California in April 2018. The Reedley K-9 Officers competed well, and scored in the top 5 in several events out of a total of 36 K-9 teams.

Top Dog Training Center will continue to provide two (2) eight (8) hour monthly training sessions to help meet the requirements of the training program and the requirements set forth by POST. The duration of the agreement will be for two (2) years, beginning July 1, 2018 and expiring on June 30, 2020. In addition, Top Dog Training Center has the capability of providing a 5 week POST certification training program for a new handler or police K-9, should the need arise to train a new handler for the Department. By enlisting a quality Trainer to provide K-9 training will allow for the police department to deploy K-9 Teams that are not only certified, but are safe, tactically sound, effective, and meet all the standards set forth from a state and local level.

FISCAL IMPACT

1. Two monthly 8 hour training sessions (\$100 per dog / \$600 month for 3 teams). Should the need arise, additional training sessions can be scheduled for \$100 per 8 hour session.
2. 5 Week Handlers Course \$3,200 for the Patrol Course and \$2,800 for the Narcotics Course (not forecasted as a need at this time).
3. Funds have been appropriated in the FY2018-2019 Public Safety Sales Tax budget for the training of Police K-9's in the amount of \$9,500 (003-4307-2193).

ATTACHMENTS

1. Top Dog - Police service dog monthly maintenance agreement. (2 year agreement)