



## City Council Staff Report

DATE: December 14, 2011

CONSENT AGENDA

SUBJECT: APPROVE A CONTRACT WITH FALCO ENTERPRISES, INCORPORATED, FOR THE PURCHASE OF TWO (2) POLICE CANINES, TWO (2) ACADEMY COURSES, MONTHLY MAINTENANCE TRAINING AND YEARLY CERTIFICATION.

FROM: David Ready, City Manager

BY: Police Department

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### SUMMARY

It is recommended that the City Council authorize the approval of the 2012 contract with Falco Enterprises, Incorporated for the acquisition of 2 new police canines, their academy training, monthly maintenance training, and certifications for the canine team.

### RECOMMENDATION:

1. Approve a contract with Falco Enterprises, Incorporated (a California Corporation), in a form acceptable to the City Attorney, which authorizes the purchase of two (2) police canines, one (1) Basic Patrol K9 Academy course, one (1) Basic Explosive Detection K9 Academy course, monthly maintenance training for five (5) dogs, and yearly certification training for five (5) dogs in the amount of \$39,995 for the period of January 1, 2012 through December 31, 2012.
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Police Department utilizes five (5) police canine teams (dogs and handlers). Currently, there are four (4) canines assigned to Patrol and one (1) explosives detection canine assigned to the Palm Springs International Airport. These canine resources have proven their value over the last several decades, protecting lives, property, and increasing efficiency.

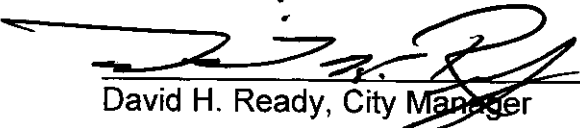
Two of our canines have reached the end of their service lives, so they have been retired and their handlers reassigned. The Police Department needs to replace a Patrol canine and an Explosives Detection canine at the Palm Springs International Airport.

Section 7.04.030 of the Municipal Code provides that the City Council may authorize the acquisition of supplies, equipment or services without competition when it is determined that an unusual or unique situations exists, in that due to experience and expertise demonstrated in prior contracts with the city a particular contractor is uniquely qualified for a particular task, that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Pursuant to the requirements of Section 7.04.030, the Procurement Manager and the Police Chief have determined that the exemplary contract performance over many years, the critical established relationship with our K9's and their handlers, and special expertise of Falco Enterprises warrants your consideration to award the contract to Falco as recommended.

FISCAL IMPACT:

The majority (\$30,871) of this purchase will be funded by the K9 Donation Account. The balance (\$9,124) will be paid for from the Supplemental Law Enforcement Services Grant Fund. There will not be an impact on the General Fund.

  
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Alberto Franz, III, Police Chief

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachment: Contract

**CONTRACT SERVICES AGREEMENT  
PURCHASE ORDER TERMS AND CONDITIONS  
FOR  
Police Canine Acquisition and Academy  
Training, Monthly Maintenance Training,  
and Yearly Certifications  
January 1, 2012 to December 31, 2012**

**1.0 Purpose:**

The purpose of this Contract Services Agreement is to acquire two (2) police canines of the necessary physical traits and health and the necessary psychological temperament for police patrol and explosive detection deployment and the academy training services necessary to condition the canines for police patrol and explosive detection service via achievement of P.O.S.T. certification and City of Palm Springs Police Department standards; as well as Monthly Maintenance training and Yearly Certifications for five (5) canines with all necessary materials and equipment from Falco Enterprises, Incorporated, 615 N. Berry Street, Suite F, Brea CA 92821, for the period commencing January 1, 2012 and ending December 31, 2012 (one year).

**2.0 Minimum Canine Purchase, Academy Training, and Acceptance Standards:**

2.1 Two (2) canines to be provided by Vendor to City shall: **\$17,400** (\$8,700 each)

- Be German Shepherd or Malinois;
- Be between eighteen (18) and thirty six (36) months of age at the time of delivery to the City;
- Be in sound health; size and weight proportionate, free from any congenital defects; free of damage or broken teeth; free of disease and parasites; free of hip dysplasia;
- Not have a cropped or stump tail;
- Not have an undershot bite;
- Be social and of sound temperament; possess confidence in new environments: and hunting drive for police work;
- Have sufficient previous training in obedience, agility, tracking, building and area searches, handler protection and apprehension for the purpose intended for the City.

2.2 Prior to delivery to City, Vendor shall arrange for the canines to be examined by a licensed veterinarian. Results and findings documentation shall be provided to the City's K-9 Unit supervisor upon delivery.

- 2.3 For the canines provided, Vendor shall provide to the K-9 Unit supervisor a current health certificate and current rear hip x-rays (with adequate evidence matching it to the animal provided).
- 2.4 **Basic Patrol K9 Training:** The Vendor shall provide Basic Patrol K9 Academy training for one (1) canine provided and their Police Department-assigned handler **(\$5,800)**. The academy will be 7 weeks and cover all necessary training for the handler and dog to work as a patrol K9 team. The subject matter included in the training includes, but is not limited to, such topics as: K9 Handling Skills; Searches; Handler Protection; Article Searches; Documentation; Basic Problem Solving; Dog Care; Liability Issues; and Tactical Deployments.
- 2.5 **Basic Explosive Detection K9 Training:** The Vendor shall provide Basic Explosive Detection K9 Academy training for one (1) canine provided and their Police Department-assigned handler **(\$5,800)**. The academy will be 6 weeks and cover all necessary training for the handler and dog to work as an explosive detection K9 team. The subject matter in the training includes, but is not limited to, such topics as: Team recognizes 7 primary odors (more if requested); conduct proper and effective searches; properly document the searches; and understand legal issues.
- 2.6 All training shall be sufficient to achieve both P.O.S.T. certification and Palm Springs Police Department K-9 Standards.
- 2.7 **Acceptance: Initial (physical) acceptance** – The Palm Springs Police Department's K-9 handlers and K-9 Unit supervisor shall inspect the canines, observe a performance test conducted by the Vendor to demonstrate each canine's temperament and performance, and review each canine's health records. A canine that satisfies the reasonable expectations of the K-9 Unit supervisor will be initially accepted by the City for placement with a handler.
- 2.8 **Final Acceptance** – Final acceptance of each canine is dependent upon successful certification testing. This testing will be conducted after the following events: Initial acceptance, to be followed by 2 weeks of canine-handler bonding; to be followed by the respective and applicable Academy training course; to be followed by 3 weeks of handler/canine on-the-job training while paired with a senior handler. After this sequence of events, the canine/handler team shall be made available to Vendor for a 1-week P.O.S.T. certification and Palm Springs Police Department standards test. A Canine that achieves both P.O.S.T. certification and is in compliance with the Palm Springs Police Department K-9 Standards through this testing process will be (finally) accepted by the City.
- 2.9 (a) **Health Warranty:** The Vendor shall warrant that each canine provided is in good health, physically fit and free of communicable diseases at the time of final acceptance. Additionally, the Vendor shall replace, at no cost to the City, any canine that develops a health issue that disqualifies it from its police duties within

the first year after the final acceptance by the City. The City reserves the right to have any canine proposed by the Vendor examined by a licensed veterinarian of the City's choosing prior to acceptance or at any time during the one year health warranty period. (City will pay all veterinarian fees). If a canine fails the examination, the City, with a written statement from the veterinarian, may return the canine to the Vendor for a full refund or replacement at no cost to the City with an acceptable canine.

(b) Performance/Training Warranty: The Vendor acknowledges that each canine will be used for police work, including scent work and off lead apprehension work, and that Vendor is experienced in breeding/selecting and providing initial training of canines for such work. Vendor warrants that the canines provided possess the appropriate temperament, confidence in new environments, and hunting drive for police work. The City shall have one year from the date of final acceptance to evaluate each canine's temperament, confidence in new environments, and hunting drive for police work. In the event the City reasonably determines during such period that a canine is not suitable for the City's police work or the canine fails to maintain P.O.S.T. or Palm Springs Police Department standards (maintenance of such standards to be tested monthly during the 1-yr warranty period), with a written statement from a qualified trainer selected by the City, the City may return the canine to Vendor for a full refund or replacement at no cost to the City with an acceptable canine.

### **3.0 Maintenance Training for Five (5) Dogs:**

- **\$9,000** (Five (5) dogs x \$1,800 each)
- Provide evaluations and training on a Monthly basis.
- 24-hour emergency assistance.
- Minor remedial training at the academy when necessary.
- Unlimited training assistance via telephone or email.
- K9 Administrator training whenever necessary at the academy or the department.
- Access to the academy for training.
- Free delivery of dog food, training equipment and products.
- Discounts on special seminars and competitions hosted by Falco K9 Academy.
- Timely handouts and researched K9 issues that include training, liability, tactics and other related issues.

Falco K9 Academy will provide a trainer/evaluator once a month for K9 team training and evaluation. Falco K9 Academy will also train employees that PSPD provides to act as decoys and actors.

Once a month Falco K9 Academy will evaluate each team's ability to effectively carry out their duties as a Patrol/Narcotics/Explosive team. The trainer/evaluator will also review the month's activities and review departmental policies and state and federal laws (civil and criminal) in regard to police K9's and detection dogs. If a team is found

to be ineffective or is unable to perform at a minimum standard training will be set up to correct the issue. Training will also be established to advance the team's usefulness in the field. If this issue is persistent and it has become apparent that more stringent training is necessary the trainer/evaluator will recommend the team be suspended from duty until the issue is corrected.

The host department will be responsible for making available a training location for each "monthly" session (unless training at Falco K9 Academy). The training location should be suitable for patrol, narcotics and/or explosive dog training. Narcotics and explosive detection dog handlers will be responsible for providing training aids (odors). PSPD will also be the caretaker and responsible party for the property that is being used for training.

#### **4.0 Certification for Five (5) Dogs:**

4.1 **\$1,995** (5 dogs x \$399 each): On an annual basis each Patrol, Narcotic and/or Explosive detection team will be tested using the Falco K9 Academy standard and California Police Officer Standards and Training "Voluntary Standards". Each team will also receive advanced training in the team's particular discipline. Upon a satisfactory result the team will receive a certificate signifying passage of both standards.

4.2 Acceptance: Final acceptance by the City of the canine training is dependent upon successful certification testing. This testing will be conducted after the training courses are completed and the canines achieve certification and are in compliance with the Palm Springs Police Department K-9 Standards.

#### **5.0 Insurance, Indemnification and Bonds:**

**5.1 Types of Insurance.** Vendor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Vendor, its agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Vendor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Vendor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

- a) **Commercial General Liability Insurance.** Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence

basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverage's for contractual liability, personal injury, independent vendors, broad form property damage, products and completed operations.

- b) **Workers' Compensation Insurance.** Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Vendor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subvendors, if any, to do likewise under their workers' compensation insurance policies. If Vendor has no employees, Vendor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.
- c) **Business Automobile Insurance.** Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.
- d) **Employer Liability Insurance.** Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this agreement. Vendor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Vendor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Vendor pursuant to this Agreement:

- 5.3.1 For any claims related to this Agreement, Vendor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-

insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Vendor's insurance and shall not contribute with it.

- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Vendor and available or applicable to this Agreement are intended to apply to each insured, including additional insured's, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Vendor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Vendor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Vendor agrees to ensure that subvendors, and any other parties involved with the Project who are brought onto or involved in the Project by Vendor, provide the same minimum insurance coverage required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon request, all agreements with subvendors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.



- 5.3.8 Vendor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Vendor agrees to provide immediate notice to City of any claim or loss against Vendor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Vendor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Vendor may be held responsible for the payment of damages resulting from the Vendor's activities or the activities of any person or person for which the Vendor is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Vendor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverage's required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Vendor's insurers to provide

complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Vendor's obligation to provide them.

**5.6 Performance Bond (waived\*).** ~~Concurrently with execution of this Agreement, Vendor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original, notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Vendor promptly and faithfully performs all terms and conditions of this Agreement.~~

**6.0 Payment and Taxes:**

The total payment made by the City to the Vendor for all goods and services under this Purchase Order Contract Service Agreement shall be \$39,995.00 (Thirty nine thousand nine hundred and ninety five dollars). The breakdown of the cost is:

Two (2) Police Canines: \$17,400.00  
One (1) Basic Patrol K9 Academy Course: \$5,800.00  
One (1) Basic Explosive Detection K9 Academy Course: \$5,800.00  
Monthly Maintenance training for Five (5) Dogs (2012): \$9,000.00  
Yearly Certification for Five (5) Dogs (2012): \$1,995.00  
*\*All applicable taxes, shipping and any other associated costs are included in total price*  
**NOT-TO-EXCEED TOTAL: \$39,995.00**

Payment Terms: \$8,700 (50% of the \$17,400 cost of the 2 new canines) is due and payable once the Contract Services Agreement has been executed and the Palm Springs Police Department has given Vendor Notice to Proceed to begin the acquisition process of the new canines. Vendor shall provide a valid invoice for this portion of the purchase upon request of the Palm Springs Police Department. \$8,700 for the remainder of the canines purchase price is due and payable upon final acceptance of the new canines (post training and certification). Vendor shall provide a valid invoice for this portion of the purchase upon completion of the course. All other payments are subject to valid invoices and acceptance by the City, and payment terms are Net 30 days.

**7.0 Termination Prior to Expiration of Term:** City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Vendor, except that where termination is due to the fault of Vendor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Vendor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Vendor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Vendor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

**8.0 Corporate Authority:**

The persons executing the agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver the goods and services contained herein on behalf of said party, (iii) by so executing the agreement, such party is formally bound to the terms and conditions of the agreement, and (iv) the entering into this agreement does not violate any provision of any other agreement to which such party is bound.

**9.0 Acknowledgement and Acceptance:**

THE CITY OF PALM SPRINGS HEREBY OFFERS TO PURCHASE FROM VENDOR THE GOODS AND SERVICES SPECIFIED IN THIS PURCHASE ORDER AGREEMENT, AND THE VENDOR DESIRES TO ACCEPT THIS OFFER. SIGNATURES BY THE PARTIES BELOW SHALL CONSTITUTE AN OFFER BY THE CITY AND ACCEPTANCE BY THE VENDOR OF THIS OFFER TO PURCHASE AND ALL OF ITS ATTACHED TERMS AND CONDITIONS.

(Signatures on next page)

Contract Services Agreement and Purchase Order Terms and Conditions for Police  
Canine Acquisition and Academy Training, Monthly Maintenance Training and Yearly  
Certifications for the period January 1, 2012 – December 31, 2012.

ACKNOWLEDGMENT

CITY OF PALM SPRINGS, a Charter City and  
California municipal corporation.

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Not to Exceed \$ \_\_\_\_\_ Initialed: \_\_\_\_\_

Falco Enterprises, Incorporated,  
A California corporation

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney