

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5496

THIS FIRST AMENDMENT to that Agreement for Services #5496 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and John A. Riboni, an individual doing business as John Riboni's Sport Dog Training, duly qualified to conduct business in the State of California, whose principal place of business is 8425 Horseshoe Hill Road, Loomis, CA 95650, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide initial and ongoing training for Police Canines and Officers pursuant to Agreement for Services #5496, dated March 23, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional tasks to the scope of work, amending **ARTICLE I Scope of Services**, and adding additional **Scope of Work**;

WHEREAS, the parties hereto desire to amend the rate schedule for the remainder of the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding additional Billing Rates;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE I Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I Scope of Services, Consultant agrees to furnish the personnel and equipment necessary to provide initial and ongoing training for Police Canines and Officers for the Sheriff's Office and the District Attorney's Office. Services shall include, but not limited to, a minimum of sixteen (16) hours of canine training per month in accordance with post requirements, six week initial basic police service or narcotic canine and handler officer training and POST certification of new canine/handler teams for deployment into the field on an "as requested" basis, on-going weekly maintenance of police canines and handlers currently working in the field, and maintenance of all records of training and attendance. Consultant and County responsibilities shall be as follows:

Consultant's Responsibilities

1. Ongoing, weekly canine maintenance training;
2. A minimum of sixteen (16) hours of canine training per month in accordance with POST requirements;
3. Six week "Basic Academy" training for police service and/or narcotic canines in accordance with Post requirements;
4. Obtaining POST certification for canine/handler teams deployed into the field;
5. Other various functions relating to the County's canine team as mutually agreed upon from time to time between Consultant and County, and;
6. Maintenance of all pertinent records of training offered to County, and attendance at each said training
- 7.) Six Week K9 Trainer/Handler class to cover tracking, obedience, searching both inside buildings and outside area searches and apprehension of suspects.

County's Responsibilities

1. Maintenance of all pertinent administrative, training and service records of each canine team;
2. Provision of correct and safe training equipment;
3. Provision of personnel to be trained as and act in the capacity of role players, helpers or agitators for each session, and;
4. Provision of suitable training site.

- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: County agrees to pay, for services provided herein, the Consultant monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, for the period beginning with the effective date of the Agreement through the effective date of the First Amendment to the Agreement, the billing rate shall be \$300 per canine/handler team, and \$150 for the narcotic detention dogs trained per month, with a minimum total monthly charge of \$1500.00 per month; Canine/Handler Basic Police Service Six Week Class: \$3000.00 per Canine/Handler team;

For the period beginning the effective date of the First Amendment to the Agreement through the expiration of the Agreement, the billing rate shall be \$300 per canine/handler team, and \$150 for the narcotic detention dogs trained per month, with a minimum total monthly charge of \$1500.00 per month; Canine/Handler Basic Police Service Six Week Class: \$3000.00 per Canine/Handler team; Canine/Handler Narcotics Training Six Week Class:

\$3000.00 per Canine/Handler team; K9 Trainer/Handler Six Week Class: \$5,000.00.

Consultant agrees to invoice the Sheriff and District Attorney separately.

Total amount of this Agreement shall not exceed \$150,000.

III. ARTICLE XVIII, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit A, marked "California

Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #5496 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5496 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- JOHN A. RIBONI, AN INDIVIDUAL DBA JOHN RIBONI'S SPORT DOG TRAINING--

By: John A. Riboni
John A. Riboni
President
"Consultant"

Dated: 4/3/25

**JOHN A. RIBONI, AN INDIVIDUAL
DBA JOHN RIBONI'S SPORT DOG TRAINING
Exhibit A
California Levine Act Statement**

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

4/3/25
Date

John A. Riboni
Signature of authorized individual

John Riboni Sport Dog Training
Type or write name of company

John A. Riboni
Type or write name of authorized individual