

AGREEMENT FOR LAW ENFORCEMENT CANINE TRAINING SERVICES

This agreement ("Agreement"), dated as of July 1, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and D-Tac K9, LLC (hereinafter "Contractor"), a limited liability company authorized to operate in the State of California.

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified in the areas of training canines and canine handlers for law enforcement purposes; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor for the above stated purposes.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform canine training services pursuant to the terms and conditions described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. Contractor shall prepare and complete the Monthly Assessment of Core Competencies (MACC) form attached hereto as Exhibit "B" at the conclusion of each monthly proficiency training session for each canine and handler unit trained pursuant to the Agreement. Contractor shall provide completed training evaluation forms attached hereto as Exhibit "C", Exhibit "D", and Exhibit "E" at the conclusion of each proficiency training session for each patrol master protection canine course, each narcotic/gun detection canine and handler, and each explosive detection canine and handler unit trained under this Agreement. In the event of a conflict between an exhibit and the body of this Agreement, the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in

accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rates set forth in Exhibit "F"; provided, however, that total payments to Contractor under this Agreement shall not exceed six hundred twenty-five thousand dollars (\$625,000) without prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged for each service or cost item. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2025 to June 30, 2028, with the option to extend for two additional one-year terms, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, materials and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', Contractors', subcontractors, or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', Contractors', subcontractors, or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit "G", which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Sheriff-Coroner, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its

services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to

this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Attn: Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Ph: (707) 565-2650
Fax: (707) 565-6018

TO: CONTRACTOR:

Gregory Tawney, Owner, Master Trainer
D-Tac K9, LLC
3801 Murphy Ranch Road
Placerville, CA 95667
Ph: (916) 802-8264
trainers@Dtack9.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

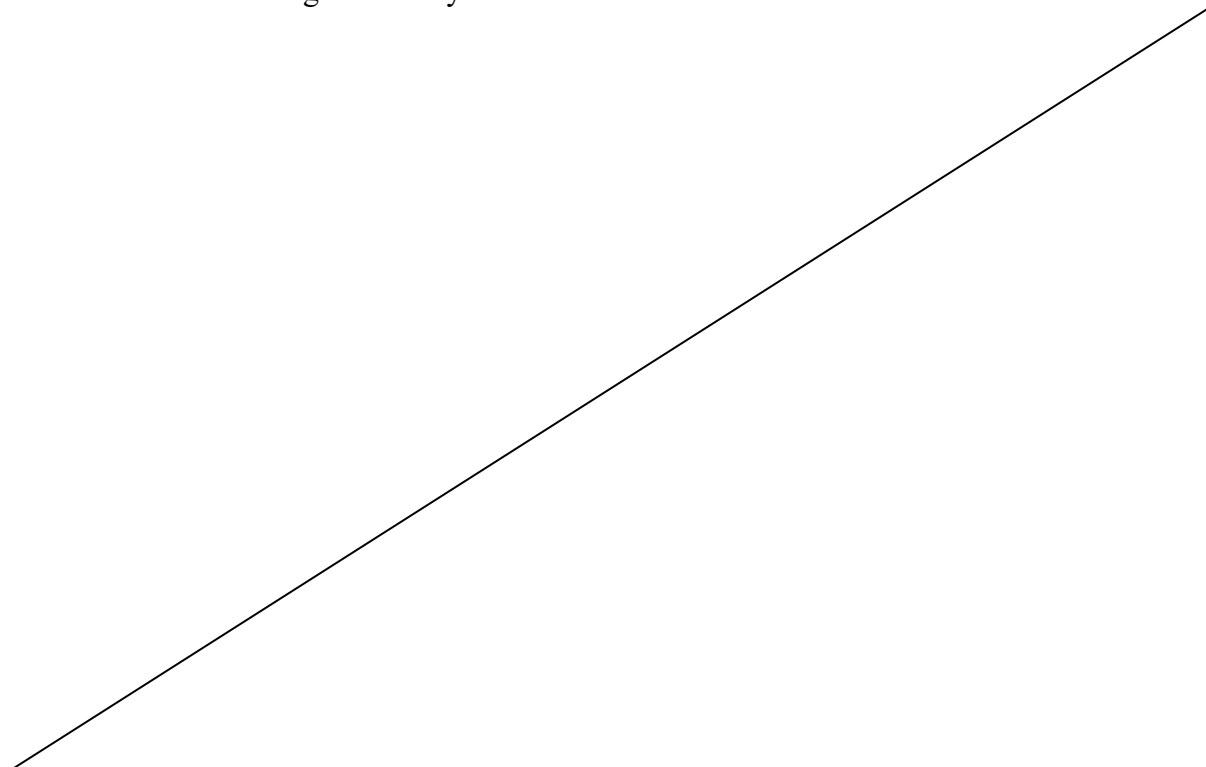
13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

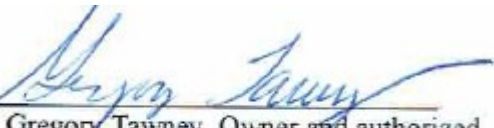
13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

By: 
Gregory Tawney, Owner and authorized
agent of D-Tac K9, LLC
Date: 4/04/2025

COUNTY OF SONOMA:

By: _____
Eddie Engram, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: Petra Bruggisser
Deputy County Counsel

Date: April 4, 2025

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE:

By: _____
Department Analyst

Date: _____

Exhibit A – Scope of Work

The Contractor shall perform the services below under this Agreement.

1. Guidelines. Contractor shall adhere to the California Narcotic Canine Association (CNCA) and Peace Officer Standards and Training (POST) guidelines, and the certification standards set forth in those guidelines for acceptable performance of a canine team. Contractor shall be knowledgeable in all available current information on the trafficking, concealment, manufacturing and scent masking techniques utilized by persons involved in the narcotic trade. Contractor shall provide County's handler with written material covering applicable current case law, concealment techniques, canine first aid for drug intoxication, general first aid, and other related materials.

2. Specific Training Services. Training service provided by the Contractor shall include the following:

- a. Contractor shall submit a training plan to Sonoma County Sheriff's Office (SCSO) Canine Lieutenant and/or Canine Sergeant for approval. The plan shall be based upon a minimum of eight (8) hours of training each month and include a description of training scenarios to be covered during each training session.
- b. Contractor shall provide a trained or professional agitator for each eight (8) hour training session.
- c. Contractor shall provide a fully-trained canine within six (6) months of initial training date.
- d. Contractor will design training scenarios to train the canine teams in the most effective use of the canine, specifically incorporating law enforcement problems and situations as much as possible.
- e. Training sites shall be varied throughout the County and shall be determined in advance of the scheduled training sessions. The Contractor shall coordinate with SCSO Canine Lieutenant and/or Canine Sergeant to identify and coordinate use of training sites.
- f. A basic handler course to patrol law enforcement canine teams. The course should include appropriate International Police Canine Association certification.
- g. Narcotics detection training that enables the narcotic detection canines to be utilized for the detection of methamphetamines, cocaine, and heroin.
- h. Explosives detection training that enables the explosive detection canine to detect the primary components of improvised explosive devices, and conduct article, gun, ammunition, and evidence searches.
- i. Contractor shall limit the number of teams being trained at each session to ten (10) teams. The number of teams may exceed 10 with advanced approval by SCSO Canine Lieutenant and/or Canine Sergeant in order to maximize the quality of training. SCSO Canine Lieutenant and/or Canine Sergeant shall approve all canine teams attending a training session.

3. Proficiency Training Schedule. Contractor shall conduct, at minimum, monthly proficiency training while Sheriff's Office deputies are on duty, inclusive of basis handler training for patrol, narcotic detection and explosive detection. Training sessions may be in a group or with individual

canines/canine teams. Contractor, SCSO Canine Lieutenant and/or Canine Sergeant Proficiency shall supplement proficiency-training sessions with additional corrective training sessions as deemed necessary. Occasionally, upon approval of SCSO Canine Lieutenant and/or Canine Sergeant, a regular session may be skipped or re-scheduled.

4. Canine Unit Training Records. Contractor shall prepare Canine Unit Training Records for each canine team in a format approved by the SCSO Canine Lieutenant and Canine Sergeant (which may be subsequently revised by the Office). Canine training records shall document the Contractor's evaluation of each canine and canine handler's progress, each Canine's capability to perform, and any other information deemed necessary for the SCSO to assess its Canine Program and future training needs. These records shall be shared with SCSO Canine Lieutenant and/or Canine Sergeant on a monthly basis.

5. Performance Concerns. Contractor shall immediately notify the SCSO Canine Lieutenant and/or Canine Sergeant of any actual or potential performance concerns with respect to each canine team. Contractor shall document concerns and any recommended or completed actions to address such concerns in the individual canine unit training records.

6. New Canines. At the request of SCSO, Contractor shall provide new qualified law enforcement canines to the County and shall conduct initial training for new canines and/or new handlers. Contractor shall work with SCSO Canine Lieutenant or Canine Sergeant to identify in writing, the tasks and objectives of the new canine team, the price of the initial training and cost of a new canine, and the number of training hours required, prior to the purchase of the new canine. Upon completion of a new canine purchase, Contractor shall provide the following:

- a. County shall have seventy-two (72) hours to test and evaluate any canine considered for purchase under this Agreement.
- b. County shall have the opportunity to request the sex and breed of any canine considered for purchase under this Agreement. County shall also have the opportunity to provide input into the canine selection process.
- c. Contractor shall replace any canine accepted by the County if the canine becomes incapacitated and/or is unable to perform its intended duties due to a non-training issue or genetic defect, such as hip dysplasia, or other, for a period of two (2) years from the date of purchase of any canine provided through this Agreement.
- d. Contractor guarantees that any canine provided through this Agreement will be free of illness and in good overall health for a period of two (2) years from the date of purchase. Contractor specifically guarantees that the hips and elbows of any canines purchased under this Agreement will be free of disease and in good overall health for a period of two (2) years from the date of purchase.
- e. Prior to a final purchase, County shall select an independent veterinarian of their choice to assess canine's overall health, provide x-rays and perform a physical exam at the expense of Contractor.
- f. Contractor guarantees that a canine will be replaced within six (6) months of the purchase of a fully-trained canine or commencement of any Contractor training course, if canine has any training issues.

- g. Training sessions for new canines and/or new handlers shall continue until the new canine and/or new handler reach a level of proficiency that allows them to satisfactorily perform the tasks as determined by the SCSO Canine Lieutenant and/or Canine Sergeant.
- h. Contractor shall provide a monthly written assessment of the new canine and/or handler's training progress to the SCSO Canine Lieutenant and/or Canine Sergeant in a format approved by the Sheriff's Office.
- i. Contractor shall certify, in writing, to SCSO Canine Lieutenant and/or Canine Sergeant that new canines/handlers are capable of independently performing the agreed upon tasks to the satisfaction of Contractor within an identified period of time after the initial training. In the event Contractor is unable to make such a certification, Contractor shall notify SCSO Canine Lieutenant and/or Canine Sergeant, in writing, that the canine/handler require additional training or should be terminated from the program and provide justification for the recommendation.

7. Other Services. Contractor shall provide the following, as needed:

- a. Court appearances with regard to services rendered, with prior notification to the SCSO Canine Sergeant.

8. Good Faith Meeting. Upon the request of the Sheriff's Office, Contractor shall meet with the Sheriff's Office to discuss training program issues and seek to resolve them in good faith.

9. Responsibilities of the County. County shall provide the following:

- a. Canine Teams. County is responsible for providing the canine teams and all necessary supplies for the teams, including medical care for the canines.
- b. Supervising Sergeant. County is responsible for providing a Sheriff's Office sergeant responsible for supervising the handlers and managing the canine teams. At the direction of the Canine Lieutenant, the designated Canine Sergeant shall act as the primary liaison to the Contractor.

Exhibit B – Monthly Assessment of Core Competencies (MACC)

MONTHLY ASSESSMENT OF CORE COMPETENCIES (MACC)

Based on the California POST Law Enforcement K-9 Guidelines (2024)

DATE	LOCATION
K9 HANDLER	
CANINE	
EVALUATOR	
K9 SUPERVISOR	Present <input type="checkbox"/> Assessment reviewed <input type="checkbox"/>

The purpose of the monthly assessment of core competencies (MACC) is to evaluate the proficiency, control and standard patrol-related performance of each K9 team using scenario-based and/or field exercises. Exercises can be conducted in random order. Based on this assessment and the results, recommendations may be made by the K9 Supervisor and/or K9 evaluator for improving the performance of a K9 team and addressing any deficiencies at subsequent daily and/or weekly training sessions. This assessment will be retained in the K9 handler's training file.

EXERCISE #1 – Obedience	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #2 – Verbal out	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #3 - Tactical release (physical out)	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #4 - Tactical release with supplemental methods	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #5 - Call off	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #6 – Building search (inaccessible)	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #7 – Area search (inaccessible)	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #8 – Control and de-escalation	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #9 – Directed bite	Passed <input type="checkbox"/> Failed <input type="checkbox"/>
EXERCISE #10 – Building or area search (accessible)	Passed <input type="checkbox"/> Failed <input type="checkbox"/>

EVALUATOR COMMENTS:

Monthly Assessment of Core Competencies (MACC)

☐ EXERCISE #1 - OBEDIENCE

The handler will demonstrate the ability to control the police dog during an obedience performance test.

☐ EXERCISE #2 – VERBAL OUT (without use of an e-collar)

The dog will be directed to bite a decoy/agitator. The dog will control the decoy/agitator with a secure bite until verbally called off by the handler no less than 10 yards from the decoy/agitator within 10 seconds of the initial command to release the bite and remain under the control of the handler upon release without rebiting.

☐ EXERCISE #3– TACTICAL RELEASE (physical out)

The dog will be directed to bite a decoy/agitator in a prone position. The dog will control the decoy/agitator with a secure bite until physically removed by the handler within 10 seconds of the initial physical action to release the bite and remain under the control of the handler upon release.

☐ EXERCISE #4– TACTICAL RELEASE USING SUPPLEMENTAL METHODS

The dog will be directed to bite a decoy/agitator in a standing position. The dog will control the decoy/agitator with a secure bite until physically removed by the handler within 10 seconds of the initial command and/or physical action to release the bite using supplemental methods that may include but are not limited to a breaker bar, e-collar, pinch collar or other devices or techniques, and remain under the control of the handler upon release.

☐ EXERCISE #5 – CALL OFF (without use of an e-collar)

A decoy/agitator will appear visually at a reasonable distance from the K9 team and begin running away. The handler will verbally order the decoy/agitator to stop. The decoy/agitator will continue to run. The handler will send the unleashed dog for a bite. The decoy/agitator will stop in mid-flight and stand still. The handler will verbally order the dog to abandon the pursuit and not bite. The dog must not physically contact or bite the decoy/agitator after the “call off” command(s) from the handler.

☐ EXERCISE #6 – BUILDING SEARCH (INACCESSIBLE)

Under direction and reasonable control by the handler, and within a reasonable amount of time, the unleashed dog shall actively and systematically search a building until it locates a hidden inaccessible decoy/agitator (with no equipment present) and will audibly alert to the presence of the decoy/agitator when located. The handler will inform the evaluator of the location of the decoy/agitator.

☐ EXERCISE #7 – AREA SEARCH (INACCESSIBLE)

Same scenario as “Building Search” (Exercise #6) in an outdoor open area.

☐ EXERCISE #8 – CONTROL AND DE-ESCALATION

The circumstances of the scenario are at the discretion of the evaluator. The handler will approach an aggressive, non-compliant decoy/agitator with the dog nearby and under control of the handler as the handler attempts to gain compliance from the decoy/agitator for a minimum of 20 seconds.

☐ EXERCISE #9 – DIRECTED BITE

Same scenario as “Call Off” (Exercise #4) except the decoy/agitator will not stop running and the handler will direct the dog to pursue and bite the suspect. The dog will control the suspect with a secure bite until verbally called off or physically removed by the handler within 10 seconds of the initial command and/or physical action to release the bite and remain under the control of the handler upon release.

☐ EXERCISE #10 – BUILDING OR AREA SEARCH (ACCESSIBLE)

Under direction and reasonable control by the handler, and within a reasonable amount of time, the unleashed dog shall actively and systematically search a building or outdoor open area until it locates a hidden accessible decoy/agitator (with proper equipment) and will audibly alert on the decoy/agitator or bite the decoy/agitator when located. The handler will inform the evaluator of the decoy/agitator’s location and recall or remove the dog verbally or physically from the bite within 10 seconds once notified to do so by the evaluator.

Today’s search was conducted in a; BUILDING ☐ OPEN OUTDOOR AREA ☐

Exhibit C –K9 Detection Training Form



DETECTION TRAINING FORM

Handler _____ Canine _____
Trainer _____ Date _____
Location _____

	Pass	Fail
1. Building search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
2. Vehicle search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
3. Outside area search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
4. Other area search (Describe in Comments) Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>

Trainer Comments



DETECTION TRAINING FORM

Handler_____ Canine_____

Trainer_____ Date_____

Location_____

Pass

Fail

1. Building search

Substances detected / Weight

☐☐

2. Vehicle search

Substances detected / Weight

☐☐

3. Outside area search

Substances detected / Weight

☐☐

Trainer Comments

Exhibit D – P.O.S.T. K9 Team Evaluation Form - Detection



P.O.S.T. K9 Team Evaluation DETECTION

Handler _____ Canine _____
Evaluator _____ Date _____
Location _____

Detection

The evaluator will be fully apprised of the pertinent agency policies and regulations prior to the commencement of the exercise. The "correct" response or reaction of the handler, the K-9, or the two acting together, may differ from agency to agency, based on prevailing agency policy.

While demonstrating reasonable control and coordination between the handler and the K-9 used in detection, the K-9 must find—within a reasonable period of time—the odor(s) identified.

There should be a recognized signal "alert" from the K-9 to the handler which indicates that the K-9 has located each odor. The handler must be able to interpret the K-9's "alert" clearly enough to be able to inform the evaluator of the substance's location.

Once a handler has signaled their K-9's "alert" to the evaluator, the exercise is complete.

The handler must demonstrate the ability to control the K-9 fully throughout all phases of the search. The evaluation should contain at least one trained odor in each environment evaluated.

Detection Scenarios for K-9 Team Evaluations

The evaluator shall set up hides in test environments suitable to the K9 team being tested. Environments may include but are not limited to:

1. **Building Search**
A minimum of three rooms, only one trained odor should be placed in any given room; one room must be blank with no trained odors present
2. **Open Area Search**
Large, exterior area with one trained odor
3. **Vehicle Search**
Minimum of three vehicles; only one trained odor should be placed on any vehicle; one vehicle must be blank with no trained odors present
4. **Other Search Area**
As determined by the evaluator based on the needs of the agency

EVALUATOR SIGNATURE _____



P.O.S.T. K9 Team Evaluation DETECTION

Handler _____ Canine _____
Evaluator _____ Date _____
Location _____

	Pass	Fail
1. Building search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
2. Vehicle search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
3. Outside area search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
4. Other area search (Describe in Comments) Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>

Comments



P.O.S.T. K9 Team Evaluation DETECTION

Handler_____ Canine_____
Evaluator_____ Date_____
Location_____

	Pass	Fail
1. Building search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
2. Vehicle search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
3. Outside area search Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>
4. Other area search (Describe in Comments) Substances detected:	<input type="checkbox"/>	<input type="checkbox"/>

Comments

**Exhibit E – P.O.S.T. K9 Team Evaluation Form – Obedience;
Searches; Apprehension; Call Off / De-escalation**



P.O.S.T. K9 Team Evaluation

OBEDIENCE

Handler_____ Canine_____
Evaluator_____ Date_____
Location_____

1. On a leash:

- a. Two right turns
- b. Two left turns
- c. Two about-turns
- d. Two stop/sits
- e. Two stop/downs

2. Off-leash tactical obedience:

This exercise will be performed using four stations or points of cover. The K-9 team starts from a position of cover near station number one. The K-9 is placed in a stationary position as the handler moves to the second station, leaving the K-9 behind. Once the handler is at the second station in a position of cover, the K-9 is called to a heel. From the second station, the handler has the K-9 heel to the third station. At the third station, the handler again assumes a position of cover, keeping the K-9 beside the handler in a controlled position. The handler leaves the K-9 and moves to the fourth station and assumes a position of cover. The handler recalls the K-9 to a heeling position, concluding the exercise. The K-9 must not break from stationary positions until called upon by the handler.

ON LEASH OBEDIENCE PASS_____ FAIL_____

OFF LEASH OBEDIENCE PASS_____ FAIL_____

COMMENTS:

Evaluator's Signature_____



P.O.S.T. K9 Team Evaluation

SEARCHES

Handler _____ Canine _____
Evaluator _____ Date _____
Location _____

During all the below exercises, a minimum of two people, which may include the evaluator, shall be present to simulate the presence of a search team. The K-9 should maintain neutrality to all persons present other than the agitator/decoy.

Based on the following criteria listed in this section, the evaluator will develop the certification scenarios which encompass the skills listed below.

The K-9 will demonstrate the following:

Building Search

A structure or building with multiple rooms and hiding locations in which the K-9 will locate a hiding agitator/decoy. This scenario shall be demonstrated off-leash.

Area Search

A large outdoor area with multiple hiding locations in which the K-9 will locate a hiding agitator/ decoy. This scenario shall be demonstrated off-leash.

*The alert to the presence of an inaccessible agitator/decoy with no equipment present. After the handler identifies the alert to the evaluator, the K-9 will then be recalled back to the handler's position. This scenario shall be demonstrated off-leash as part of the building search or area search, as determined by the evaluator.

BUILDING SEARCH PASS _____ FAIL _____

AREA SEARCH PASS _____ FAIL _____

COMMENTS:

Evaluator's Signature _____



P.O.S.T. K9 Team Evaluation

APPREHENSION

Handler_____ Canine_____
Evaluator_____ Date_____
Location_____

Verbal Out

The K-9 will apprehend the agitator/decoy from a distance no less than ten yards from the handler. The handler, using verbal commands only, will have the K-9 release and recall back to the handler. This scenario shall be demonstrated off-leash and without the use of an e-collar correction.

Tactical Release

The handler will demonstrate the ability to physically remove the K-9 from the apprehension of an agitator/decoy, in a reasonable amount of time, in two separate scenarios. For the first, the handler will demonstrate the ability to physically remove the K-9 from an agitator/decoy in a prone position. For the second, handlers will identify a supplemental method they will use in aiding with the release and demonstrate its use in removing the K-9 from an agitator/decoy. Supplemental methods may include but are not limited to a breaker bar, e-collar, pinch collar or other devices or techniques.

VERBAL OUT PASS_____ FAIL_____

TACTICAL RELEASE PASS_____ FAIL_____

COMMENTS:

Evaluator's Signature_____



P.O.S.T. K9 Team Evaluation

CALL OFF / DE-ESCALATION

Handler _____ Canine _____
Evaluator _____ Date _____
Location _____

CALL OFF

This function is critical and separates the K-9 from all other less-than-lethal force options in that the handler has the ability to call off the K-9 prior to making contact with the agitator/decoy, within reason, to avoid a use of force.

1. This exercise will simulate a directed apprehension and will be conducted off-leash and without the use of an e-collar correction.
2. The K-9 will be sent on a directed apprehension, from approximately 30 yards, on a visible and accessible agitator/decoy.
3. Once the K-9 is in the pursuit and committed to the agitator/decoy (approximately halfway), the handler will call off the apprehension using only voice commands.
4. The K-9 is not allowed to make contact with the agitator/decoy.
5. The K-9 may or may not be recalled to the handler at the discretion of the evaluator.

The scenario will conclude when the K-9 is under physical control of the handler.

CONTROL AND DE-ESCALATION

The K9 handler will approach the agitator/decoy. The K-9 will remain under control while the handler attempts to gain compliance from the agitator/decoy for a minimum of 20 seconds. The circumstances of the scenario are at the discretion of the evaluator.

CALL OFF PASS _____ FAIL _____

CONTROL AND DE-ESCALATION PASS _____ FAIL _____

COMMENTS:

Evaluator's Signature _____

Exhibit F – Fee Schedule

1. Monthly Maintenance Training. County shall pay Contractor the following monthly maintenance fee for up to 10 canine/handler teams for each monthly eight-hour proficiency training. Contractor shall limit the number of teams being trained at each session to ten (10) teams. The number of teams may exceed 10 with advanced approval by SCSO Canine Lieutenant and/or Canine Sergeant in order to maximize the quality of training. EOD monthly maintenance training shall be scheduled and conducted separately from the SCSO Canine Unit as coordinated and approved by the EOD Sergeant. The EOD monthly maintenance fee is included in the following fee schedule.

Monthly Maintenance Training

(Option A) Monthly Patrol training (8 hours) *D-Tac K9 will supply 2 trainers and 1 decoy	\$2150
(Option B) Monthly Patrol training (8 hours) *D-Tac K9 will supply 1 trainer and 1 decoy	\$1850
Monthly EOD training (8 hours)	\$300/per team

2. Canine Purchase.

- a. Green Dogs. For the purposes of this Agreement, Green Dogs shall be defined as canines which Contractor deems suitable for law enforcement use and which are well-adjusted to the work environment they will be working in. Green dogs will have received basic training in online obedience and bite/hold; will have a fanatical hunt, prey, defense, fight and play drives; and will not be handler aggressive. All dogs are evaluated by Contractor's Trainers to determine their level of suitability as police service dogs. Dogs will possess basic foundation training in on line obedience, and bite/hold. Dogs will have a fanatical hunt, prey, defense, fight, and play drives. Dogs will be environmentally sound. Dogs will not be handler aggressive. Applicable sales tax will be added unless exempt.

Contractor shall be paid the following Green Dog rates for the term of this Agreement:

Patrol Dog Costs

Dual Purpose Canine (Obedience/bite work foundation)	\$17,500
Single Purpose Canine (Detection dog)	\$10,500

- b. Fully Trained Dogs. For the purpose of this Agreement, Fully Trained Dogs shall be defined as canines from a working breed bloodline, which are between the ages of 13 months and 30 months. Dog breeds will include Labrador Retriever, Belgian, Malinois, German Shepherd, and Dutch Shepard. Other breeds are available upon request. All dogs will receive a medical clearance/certification to include hip and elbow x-rays. Dogs will also include current vaccinations.

Contractor shall be paid the following Fully Trained Dog rates for the term of this Agreement:

Fully Trained Canine Rates	FY 25-26	FY 26-27	FY 27-28
Patrol Canine (Dual Purpose - Master Protection)	\$ 25,000	\$ 25,000	\$ 25,000
Patrol / Explosive Detection Canine	\$ 24,000	\$ 24,000	\$ 24,000
Patrol / Narcotic Detection Canine	\$ 22,000	\$ 22,000	\$ 22,000
Patrol Canine (Single Purpose - Master Protection)	\$ 15,000	\$ 15,000	\$ 15,000
Narcotic Detection Canine	\$ 15,000	\$ 15,000	\$ 15,000
Explosive Detection Canine	\$ 17,000	\$ 17,000	\$ 17,000

Fully trained dog rates include a two-week team course and certification after a bonding period. Canine purchase prices do not include sales tax. County shall pay all applicable sales tax for all canines purchased, upon Contractor's submission of an invoice.

Canine/Handler Training Courses. The cost of each course below includes canine and handler team training, and canine certification by a disinterested party. A Basic Handler Course is included with each of the below courses.

Basic Handler Classes

Basic Patrol Handler Class (6 weeks)	\$7,500
Detection (Narcotics/Firearms) Handler Class (4 weeks)	\$4,500
EOD Basic Handler Class -12 odors (6 weeks)	\$6,500

Contractor shall be paid the following Canine/Handler Training Course rates for the term of this Agreement:

3. Other Training. Additional training services not mentioned herein shall be paid at a rate agreed upon in writing by the Sonoma County Sheriff's Office designee and the Contractor prior to the commencement of such training.
4. Court Appearances. In the event the Contractor is required to make a Court appearance in connection with services rendered under Exhibit "A" of this Agreement, Contractor shall provide services as a consultant and expert witness to the County at no charge.

Exhibit G – Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents, and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

4. Documentation

- a. The Certificate of Insurance must include the following reference: **Sheriff's Office/D-Tac K9, LLC.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents, and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

5. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.