

## AGREEMENT FOR LAW ENFORCEMENT CANINE TRAINING SERVICES

This agreement ("Agreement"), dated as of July 1, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Golden Gate K9, LLC (hereinafter "Consultant"), a limited liability company authorized to operate in the State of California.

### R E C I T A L S

WHEREAS, Consultant 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 Consultant 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

#### 1. Scope of Services.

1.1 Consultant's Specified Services. Consultant 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. Consultant shall prepare and complete the canine training evaluation forms 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. Consultant 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. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant 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. Consultant 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 Consultant to perform work hereunder, Consultant 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. Consultant 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 Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates set forth in Exhibit "F"; provided, however, that total payments to Consultant under this Agreement shall not exceed five hundred fifty thousand dollars (\$550,000) without prior written approval of County. Consultant 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 Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant 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 Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant 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 Consultant 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, Consultant 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, 2022 to June 30, 2025<sub>2</sub>, 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 Consultant 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 Consultant 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, Consultant, 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 Consultant or Consultant's subcontractors, consultants, 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, Consultant 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 Consultant 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, Consultant 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 Consultant.

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. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', Consultants', subcontractors, or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', Consultants', subcontractors, or invitees' performance or obligations under this Agreement. Consultant'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 Consultant's expense, subject to Consultant'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 Consultant 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, Consultant shall maintain and shall require all of its subcontractors, consultants, 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 Consultant'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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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 Consultant 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 Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant 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 Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant and shall control the work and the manner in which it is performed. Consultant 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, Consultant 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. Consultant 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. Consultant 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 Consultant becomes debarred, Consultant has the obligation to inform the County.

9.4 Taxes. Consultant 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. Consultant 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 Consultant'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, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant 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. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant 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. Consultant 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, Consultant 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 Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant 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, Consultant 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, Consultant 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. Consultant 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. Consultant 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 Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant 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 Consultant or Consultant's subcontractors, consultants, 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, Consultant 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. Consultant 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 Consultant.

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: CONSULTANT:

Frank Romano, Owner, Master Trainer  
Golden Gate K9, LLC  
416 Horn Avenue  
Santa Rosa, CA 95407

Ph: (707) 654-4469  
frank@goldengatek9.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. Consultant 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. Consultant 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.



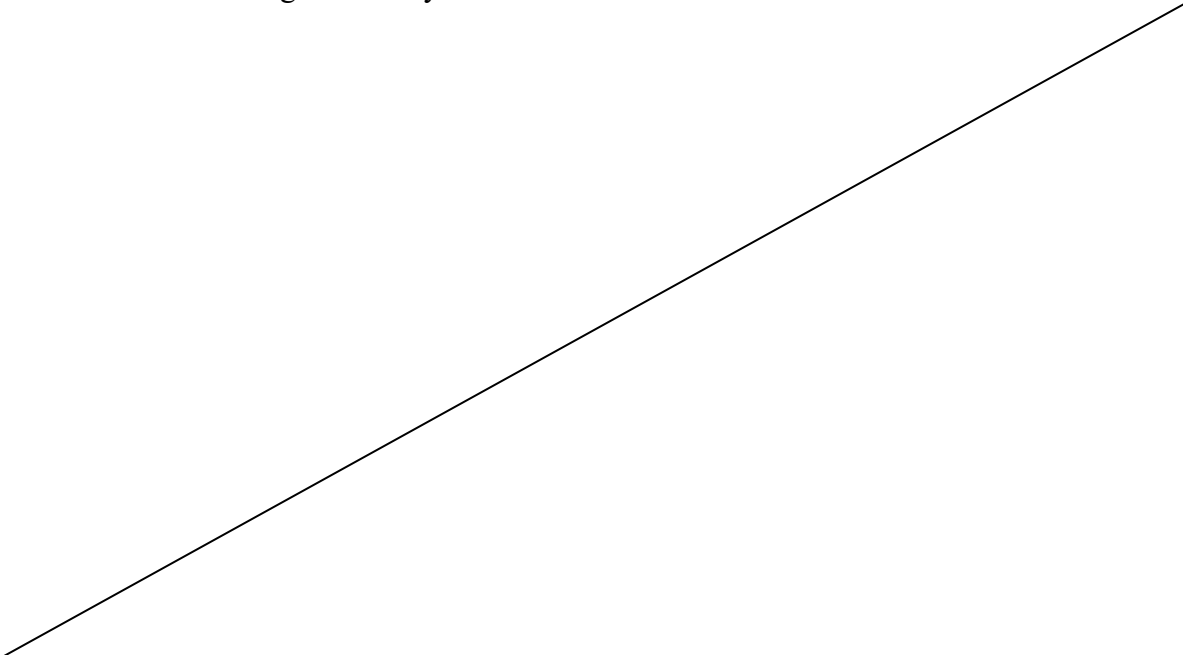
13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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.

CONSULTANT:

COUNTY OF SONOMA:

By: \_\_\_\_\_  
Frank Romano, Owner and authorized  
agent of Golden Gate K9, LLC

By: \_\_\_\_\_  
Mark Essick, Sheriff-Coroner

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

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

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
Deputy County Counsel

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

CERTIFICATES OF INSURANCE ON  
FILE WITH SHERIFF'S OFFICE:

By: \_\_\_\_\_  
Department Analyst

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

## Exhibit A – Scope of Work

The Consultant shall perform the services below under this Agreement.

1. Guidelines. Consultant 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. Consultant 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. Consultant 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 Consultant shall include the following:

- a. Consultant 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. Consultant shall provide a fully-trained canine within six (6) months of initial training date.
- c. Consultant shall provide a trained or professional agitator when provided a 14-day notice prior to training session.
- d. Consultant 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 Consultant shall coordinate with SCSO Canine Lieutenant and/or Canine Sergeant to identify potential training sites.
- f. Narcotics detection training that enables the narcotic detection canines to be utilized for the detection of methamphetamines, cocaine, and heroin.
- g. 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.
- h. Consultant 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. Consultant 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. Consultant, 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. Consultant 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 Consultant'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. Consultant shall immediately notify the SCSO Canine Lieutenant and/or Canine Sergeant of any actual or potential performance concerns with respect to each canine team. Consultant 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, Consultant shall provide new qualified law enforcement canines to the County and shall conduct initial training for new canines and/or new handlers. Consultant 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, Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant.
- f. Consultant guarantees that a canine will be replaced within six (6) months of the purchase of a fully-trained canine or commencement of any Consultant 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. Consultant 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. Consultant 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 Consultant within an identified period of time after the initial training. In the event Consultant is unable to make such a certification, Consultant 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. Consultant shall provide the following, as needed:

- a. Canine boarding for SCSO canines.
- b. 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, Consultant 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 Consultant.

**Exhibit B – Canine Patrol Training Schedule & Evaluation Form**

# PATROL DOG COURSE

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*TRAINING SCHEDULE (DATE)*

**WEEK 1:**

BASIC OBEDIENCE

- SOLO TEAM
- ON LEASH
- SIT, DOWN, STAY, HEEL COMMANDS
- VERBAL/HAND COMMANDS
- WALKING MOVEMENTS

INTERMEDIATE OBEDIENCE

- CONTINUE BASIC OBEDIENCE
- ON LEASH
- BUILD DISTANCE END OF LEASH
- SIT, DOWN, STAY, HEEL, HERE COMMANDS
- VERBAL/HAND COMMANDS
- WALKING/RUNNING MOVEMENTS
- KNEELING FIRING POSITION
- SOLO/GROUP
- WITH/WITHOUT MUZZLE

BASIC PATROL WORK

- ON LEASH
- DROP LEASH
- FULL MOUTH BITES
- BITE SUIT
- LEG, BACK, CHEST, ARM BITES
- TAKEN OFF BITES STRONG
- OBSTACLE COURSE ON LEAD
- BUILDING SEARCHES

**WEEK 2:**

INTERMEDIATE OBEDIENCE

- CONTINUE INTERMEDIATE OBEDIENCE WEEK 1
- BUILD DISTANCE AND TIME WITH LONG DROP LINE

**ADVANCED OBEDIENCE**

- DROP LEAD SOLO/GROUP
- INTRODUCTION HAND SIGNALS
- PRONE FIRING POSITION

**INTERMEDIATE PATROL WORK**

- CONTINUE BASIC BITE WORK WEEK 1
- BUILD DISTANCE AWAY FROM DOG ON DROP LEAD/LONG LINE
- HANDLER ASSAULT WITH/WITHOUT MUZZLE
- BOX SEARCHES
- AREA SEARCHES
- BUILDING SEARCHES
- FELONY CAR STOPS
- SLEEVES, HIDDEN SLEEVE, SLIP SLEEVE
- OBSTACLE COURSE DROP LEASH
- MUZZLE SHORT FIGHTS

**WEEK 3:**

**ADVANCED OBEDIENCE**

- CONTINUE INTERMEDIATE/ADVANCED OBEDIENCE WEEK 1 & 2
- OFF LEASH
- SOLO/GROUP
- CIRCLE, STEP OVER, STRADDLE DOG

**INTERMEDIATE PATROL WORK**

- CONTINUE INTERMEDIATE PATROL WORK WEEK 1 & 2
- GUN FIRE TRAINING
- LONGER MUZZLE FIGHTS
- STAKE OUT AGGITATION WITH EQUIPMENT DISTRACTOR
- OBSTACLE COURSE OFF LEASH
- HANDLER ASSAULT
- DOOR POP DEPLOYMENTS WITH/WITHOUT MUZZLE
- CALL OUT
- TACTICAL MOVEMENT COVER TO COVER
- BOX SEARCHES WITH EQUIPMENT DISTRACTOR

**WEEK 4:**

**ADVANCED OBEDIENCE**

- CONTINUE PRACTICING ALL WEEKS OBEDIENCE ADDING MORE DISTRACTIONS AND BUILDING DISTANCE AND TIME

**ADVANCED PATROL WORK**

- CONTINUE PRACTICING ALL WEEKS PATROL WORK ADDING MORE DISTRACTIONS

- INTRO SCENARIO BASE TRAINING
- MULTIPLE DECOYS
- CALL OFF
- LONG BITES

## **WEEK 5:**

### ADVANCED OBEDIENCE

- CONTINUE ADVANCED OBEDIENCE WEEK 4
- CERTIFICATION TRAINING

### ADVANCED PATROL WORK

- CONTINUE ADVANCED PATROL WORK WEEK 4
- BUILD TIME AND DISTANCE ON AND OFF LEASH ALL ASPECTS OF PATROL WORK
- CERTIFICATION TRAINING
- INTRODUCTION TO ARTICLE SEARCH

\*THIS SCHEDULE WILL BE FOLLOWED. THE TEAMS THAT LEARN FASTER WILL NOT BE HELD BACK. EXTRA TRAINING TIME WILL BE AVAILABLE FOR THOSE WHO NEED IT. NO TEAM WILL BE LEFT BEHIND!!

\*TRAINING START TIMES AND LOCATION WILL CHANGE DUE TO TYPE OF TRAINING, NIGHT TRAINING, HEAT, AND ETC. YOU WILL BE ADVISED AT THE END OF EACH TRAINING DAY ON WHEN AND WHERE TO REPORT FOR THE NEXT TRAINING DAY.

#### \*EMERGENCY CONTACTS:

FRANK ROMANO (707) 396-3778

**VCA ANIMAL CARE CENTER 24 HOUR** (707)584-4343  
6470 REDWOOD DR., ROHNERT PARK, CA



GOLDEN GATE K9

K9 Patrol Training Form

Date: \_\_\_\_\_ Scheduled Time: \_\_\_\_\_ Agency: \_\_\_\_\_

Location: \_\_\_\_\_

Handler: \_\_\_\_\_ K-9: \_\_\_\_\_ Evaluator: \_\_\_\_\_

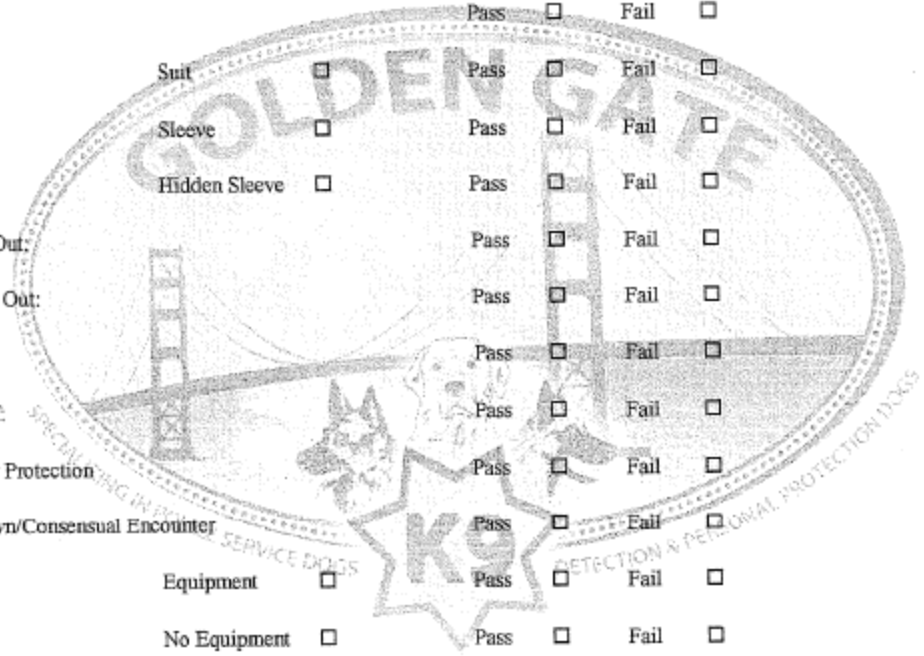
OBEDIENCE

Heel	<input type="checkbox"/>	Slow	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
		Normal	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
		Fast	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Sit	<input type="checkbox"/>	In Motion	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Stay	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Down	<input type="checkbox"/>	In Motion	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Hand Signals	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Recall	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Serpentine	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Kneeling	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Prone	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
On Leash	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Off Leash	<input type="checkbox"/>			Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Distractors:		Loud Vocal	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
		Gun Fire	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
		Decoy	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
		Other	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>

Notes:

SCENARIO #1:

Search: Open Area	<input type="checkbox"/>	Low	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Building	<input type="checkbox"/>	High	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Vehicle	<input type="checkbox"/>	Off Leash	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Article	<input type="checkbox"/>	On Leash	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Find				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Alert				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Bark				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Bite:	Suit	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
	Sleeve	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
	Hidden Sleeve	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Verbal Out:				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Tactical Out:				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Recall:				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Call Off:				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Handler Protection				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Pat Down/Consensual Encounter				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Civil:	Equipment	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
	No Equipment	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Muzzle Fight:				Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Gunfire:	Handler	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
	Decoy	<input type="checkbox"/>		Pass	<input type="checkbox"/>	Fail	<input type="checkbox"/>
Notes:							



**Exhibit C – Patrol (Master Protection) Dog Course Evaluation Form**

*K-9 Team Evaluation*

**Obedience**

*Critical Tasks: Obedience and Control of K-9*

		Date / /
Handler	K9	
Evaluator	Evaluator's signature	
Location	Equipment	

- |  | Pass | Fail |
|--|------|------|
| <p><b>1. On leash</b> <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>At the "forward" direction of the evaluator, handlers will proceed ahead with their dogs at the "heel" position and at a slow, normal, and/or quick pace at the direction of the evaluator .On leash: Two right turns, Two left turns, Two about-turns, Two stop/sits</p>  |      |      |
| <p><b>2. Off leash with distractions</b> <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>At the "forward" direction of the evaluator, handlers will proceed ahead with their dog sat the "heel" position and at a slow, normal, and/or quick pace at the direction of the evaluator. Off leash: Two right turns, Two left turns, Two about-turns, Two stop/sits</p>  |      |      |
| <p><b>3. Down in Motion</b> <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>While continuing forward at a quick pace, the handler will "down" the dog on the evaluator's command and continue to jog forward until reaching a designated point (at least 30 paces away). The handler will then turn and face the dog. At the evaluator's command, the handler will recall the dog to their location by means of voice and/or hand signal(s) to finish "heel" position.</p> |      |      |
| <p><b>4. Down From a Distance</b> <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>With the dog in stand/stay or sit/stay position: The handler, from a location at least 30 paces away, will face the dog, wait for the evaluator's command, then "down" the dog by means of voice and/or hand signals. The handler will then recall the dog upon the command of the evaluator.</p>  |      |      |

Distractions/Comments
-----------------------

K-9 Team Evaluation

# Handler Protection

Critical Tasks: Control, Pursuit, Release

Date	
/ /	
Handler	K9
Evaluator	Evaluator's signature
Location	Equipment

	Pass	Fail
1. Physical Contact	<input type="checkbox"/>	<input type="checkbox"/>
2. Release	<input type="checkbox"/>	<input type="checkbox"/>
3. Remains Under Control	<input type="checkbox"/>	<input type="checkbox"/>

The handler approaches an individual (agitator/decoy) standing nearby and initiates a field interview contact. After approximately 30 seconds the agitator/decoy suddenly physically assaults the handler. The dog should react to the attack by either of the following actions:

1. "Conditioned" defense of handler, no command given;
2. Respond when called upon by the handler's verbal command.

The dog will defend the handler by making physical contact with the agitator/decoy. The dog must disengage upon a verbal command by the handler. Upon release, the dog will remain under control of the handler.

Comments

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**K-9 Team Evaluation**

**Apprehension**  
*Critical Tasks: Obedience and Control of K-9*

Date		/	/
Handler	K9		
Evaluator	Evaluator's signature		
Location	Equipment		

<b>1. Apprehension Without Contact</b>	<b>Pass</b>	<b>Fail</b>
	<input type="checkbox"/>	<input type="checkbox"/>

Control	Pursuit on command	Call off without contact
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The K-9 team will begin the exercise "off-leash" from a designated starting position. The handler will ensure that the dog remains with them and may hold the dog's collar if needed. Upon the evaluator's signal, a person acting as a "suspect" (agitator/decoy) will present himself visually at a reasonable distance (25-30 yards) from the K-9 team and begin running away. The handler will verbally order the "suspect" to stop. The "suspect" will ignore the order and continue flight. The handler will then send the dog in pursuit of the suspect and may join in the pursuit to ensure full view of the dog and "suspect." Allowing a reasonable distance (20-30 yards), the "suspect" will stop in mid-flight at the evaluator's command and stand still. When the dog is approximately half way to the decoy, the handler will verbally order the dog to abandon the apprehension. The dog must not physically contact the decoy after the "call off" command from the handler.

<b>2. Apprehension With Contact</b>	<b>Pass</b>	<b>Fail</b>
	<input type="checkbox"/>	<input type="checkbox"/>

Control	Pursuit on command	Contact	Release
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This exercise will duplicate the above procedure, except in this scenario the agitator/decoy will not stop and the handler will send the dog to pursue, contact, and apprehend the agitator/decoy. The handler may join in the pursuit. The dog will contact and control the agitator/decoy until called off by the handler. During the apprehension and on verbal command only from the handler, the dog will disengage the contact.

K-9 Team Evaluation

# Search

Critical Tasks: Reasonable Control, Suspect Location, Signal Recognition

Date	
Handler	K9
Evaluator	Evaluator's signature
Location	Equipment

	Pass	Fail
<b>1. Building Search</b>	<input type="checkbox"/>	<input type="checkbox"/>
Control	<input type="checkbox"/>	
Locate	<input type="checkbox"/>	
Recognition	<input type="checkbox"/>	
Reasonable search time	<input type="checkbox"/>	
	Pass	Fail
<b>2. Outdoor Search</b>	<input type="checkbox"/>	<input type="checkbox"/>
Control	<input type="checkbox"/>	
Locate	<input type="checkbox"/>	
Recognition	<input type="checkbox"/>	
Reasonable search time	<input type="checkbox"/>	

Upon command of the evaluator, the K-9 team will approach the designated search area on foot. At the handler's direction and command, the dog shall actively and independently search the test area until the decoy is located or the evaluator terminates the exercise. There should be a recognized signal ("alert") from the dog to the handler which indicates that the dog has located a hidden person. The handler must be able to interpret the dog's "alert" clearly enough to be able to inform the evaluator of the decoy's actual location. Once a handler has signaled the "alert" of their K-9 to the evaluator, the exercise is complete. The handler should demonstrate the ability to control the dog fully throughout all phases of the search.

Comments

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K-9 Team Evaluation

# Tactical Out

Critical Tasks: *Proper Technique and Control of K-9*

Date	
Handler	K9
Evaluator	Evaluator's signature
Location	Equipment

	Pass	Fail
<b>1. Tactical Out Standing Position</b>	<input type="checkbox"/>	<input type="checkbox"/>

Control	Contact on comand	Tactical Out	Release
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The K-9 team will begin the exercise "off-leash" from a designated starting position. The handler will ensure that the dog remains with them and may hold the dog's collar/harness if needed. Upon the evaluator's signal, a standing person acting as a "suspect" (agitator/decoy) will agitate the K-9 Team. The handler will verbally order the "standing suspect" to stop. The "standing suspect" will ignore the order and continue to agitate. The handler will then send the dog for apprehension of the "standing suspect". The handler will then, using proper technique and within a reasonable time, Tactically Out (physically) remove the dog from the apprehension of the "standing suspect". The dog must disengage from the "standing suspect" in a reasonable amount of time and without further contact with the "standing suspect".

	Pass	Fail
<b>2. Tactical Out Prone Position</b>	<input type="checkbox"/>	<input type="checkbox"/>

Control	Contact on command	Tactical Out	Release
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This exercise will duplicate the above procedure, except in this scenario the acting "suspect" (agitator/decoy) will be lying flat on stomach, face down on the ground. The handler will send the dog to contact, and apprehend the "prone suspect". The dog will contact and control the "prone suspect". The handler will then, using proper technique and within a reasonable time, Tactically Out (physically) remove the dog from the apprehension of the "prone suspect". The dog must disengage from the "prone suspect" in a reasonable amount of time and without further contact with the "prone suspect".

## Exhibit D – Narcotics Training Schedule & Evaluation Form

# NARCOTIC DETECTION DOG COURSE

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### *TRAINING SCHEDULE 160 HOURS*

#### **WEEK 1:**

- INTRODUCTION TO NARCOTIC DETECTION
- PRINCIPLES OF CONDITIONAL CLASS
- TRACK TRAINING PERFORMANCE, TRAINING RECORDS CLASS
- NARCOTIC DETECTION PROTOCOL CLASS
- SAFE HANDLING OF NARCOTICS INSTRUCTION
- HANDLER SKILLS CLASS
- SEARCH PATTERN CLASS (OPEN AREA, VEHICLE, CONTAINER, BUILDING)
- IMPRINT COCAINE
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

#### **WEEK 2:**

- CONTINUE WITH COCAINE
- IMPRINT METHAMPHETAMINE
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

#### **WEEK 3:**

- CONTINUE WITH COCAINE AND METHAMPHETAMINE
- IMPRINT HEROIN
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

#### **WEEK 4:**

- TRAIN ALL ODORS IN ALL AREAS FOR CERTIFICATION
- CERTIFICATION



# GOLDEN GATE K9 NARCOTICS TRAINING

Agency	Area	Type of Evaluation	Date																																	
		Proficiency Training																																		
Handler	K9	Scheduled Time																																		
Location of Training																																				
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				<input type="checkbox"/> Fail																																
Evaluator			Date																																	
Reviewed By			Date																																	

**NOTES:**

**Exhibit E – Explosive Detection Training Schedule & Evaluation Form**

# **EXPLOSIVE DETECTION DOG COURSE**

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## *TRAINING SCHEDULE*

### **WEEK 1:**

- INTRODUCTION TO EXPLOSIVE DETECTION
- EXPLOSIVE DETECTION TRAINING AND DEPLOYMENTS
- EXPLOSIVE DETECTION PROTOCOL CLASS
- SAFE HANDLING OF EXPLOSIVES CLASS
- TRAINING RECORDS CLASS; TRACKING TRAINING PROBLEMS
- PRINCIPLES OF CONDITIONING CLASS
- IMPRINT ODOR #1
- SEARCH PATTERN CLASS
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

### **WEEK 2:**

- CONTINUE WITH ODOR #1
- INTRO TO ODOR #2
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

### **WEEK 3:**

- CONTINUE WITH ODOR # 1-2
- IMPRINT ODOR #3,4
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

### **WEEK 4:**

- CONTINUE WITH ODOR # 1-4

- IMPRINT ODOR 5,6
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

**WEEK 5:**

- CONTINUE WITH ODORS #1-6
- IMPRINT ODOR # 7,8
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

**WEEK 6:**

- CONTINUE WITH ODORS #1-8
- IMPRINT ADDITIONAL ODORS IF REQUIRED BY AGENCY POLICY
- OPEN AREA SNIFFS
- VEHICLE SNIFFS
- CONTAINER SNIFFS
- BUILDING SNIFFS

**WEEK 7:**

- TRAIN ALL ODORS FOR CERTIFICATION
- CERTIFICATION

\*An EOD SAFE HANDLING, STORAGE, AND TRANSPORTATION CLASS WILL BE GIVEN UPON SCHEDULING CONVEINIENT FOR AN EOD TECHNICIAN.

\*ODORS AND NUMBER OF ODORS TRAINED ARE ACCORDING TO AGENCY POLICY. MOST CERTIFICATIONS REQUIRE A MINIMUM OF 8 ODORS.

\*TRAINING START TIMES AND LOCATION MAY CHANGE DUE TO TYPE OF TRAINING, NIGHT TRAINING, WHEATHER, LOGISTICS, ETC. YOU WILL BE ADVISED AT THE END OF EACH TRAINING DAY ON WHEN AND WHERE TO REPROT FOR THE NEXT TRAINING DAY.

**\*EMERGENCY CONTACTS:**

FRANK ROMANO (707) 396-3778

VCA ANIMAL CARE CENTER 24 HOUR EMERGENCY (707) 584-4343

6470 REDWOOD DRIVE., ROHNERT PARK, CA 94928

# GOLDEN GATE K9 EXPLOSIVES TRAINING

Page 1 of \_\_\_\_\_

Area	Type of Evaluation	Date																																														
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**Exhibit F – Fee Schedule**

1. Monthly Proficiency Training. County shall pay Consultant \$175 per canine and handler team for each monthly eight-hour proficiency training. Consultant 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.
  
2. Canine Purchase.
  - a. Green Dogs. For the purposes of this Agreement, Green Dogs shall be defined as canines which Consultant 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 Consultant’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.

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

<b>Green Canine Rates</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>
Single Purpose Patrol Canines (Master Protection)	\$ 9,275	\$ 9,275	\$ 9,275
Single Purpose Detector Canines (Narcotics, Explosives)	\$ 8,975	\$ 8,975	\$ 8,975
Dual Purpose Patrol Canines (Patrol/Narcotics)	\$ 9,850	\$ 9,850	\$ 9,850
Dual Purpose Patrol Canines (Patrol/Explosives)	\$ 9,850	\$ 9,850	\$ 9,850

- 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.

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

<b>Fully Trained Canine Rates</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>
Patrol Canine (Master Protection)	\$ 18,900	\$ 18,900	\$ 18,900
Narcotic Detection Canine	\$ 14,900	\$ 14,900	\$ 14,900
Explosive Detection Canine	\$ 18,900	\$ 18,900	\$ 18,900
Patrol / Narcotic Detection Canine	\$ 21,900	\$ 21,900	\$ 21,900
Patrol / Explosive Detection Canine	\$ 24,900	\$ 24,900	\$ 24,900

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 Consultant’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.

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

<b>Canine/Handler Training Course Rates</b>	<b>Training Hrs.</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>
Patrol Canine Course (Master Protection)	200	\$ 6,000	\$ 6,000	\$ 6,000
Narcotic Detection Canine Course	160	\$ 4,800	\$ 4,800	\$ 4,800
Explosive Detection Canine Course	280	\$ 7,400	\$ 7,400	\$ 7,400

3. Agitator’s Course. Consultant shall be paid at a rate of \$200 per hour for a sixteen (16) hour Agitator course for an unlimited number of attendees per year.
4. Remedial and Problem Solving Training. Consultant shall be paid at a rate of \$125 per hour for Remedial/Problem solving training. Each training will include a decoy and up to two (2) trainers per course.
5. 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 Consultant prior to the commencement of such training.
6. Boarding Services and Use of Facilities. With proper notification to Consultant, all canine/handler teams receiving monthly proficiency training under this Agreement shall have free access to the Consultant’s swimming pond, training field, and obstacle course seven (7) days a week with prior notification. Consultant shall be paid \$42 per night per canine for boarding services. County canine/handler teams shall have twenty-four hour access to boarding facilities. Consultant shall be paid a \$25 drop off fee if canine is dropped off after regular business hours.
7. Court Appearances. In the event the Consultant is required to make a Court appearance in connection with services rendered under Exhibit “A” of this Agreement, County shall pay Consultant at a rate of \$175 per hour for actual time spent: in the courtroom, traveling to and from the court, making phone calls, and reviewing and preparing reports for court.

## Exhibit G – Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, 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 Consultant 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 Consultant 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 Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant 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 Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- 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. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant 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 Consultant 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 Consultant 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/Golden Gate K9, LLC.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant 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. Consultant 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

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

### 6. Material Breach

If Consultant 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.