



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



December 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**ACCEPT THE DONATION OF A DISASTER SEARCH DOG FROM THE NATIONAL
DISASTER SEARCH DOG FOUNDATION FOR THE SOLE PURPOSE TO MAINTAIN
ADVANCED DEPLOYMENT READINESS FOR INSTANCES OF DISASTERS AND
SIGN THE ATTACHED TEAM TRAINING AGREEMENT
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept and formally recognize the National Disaster Search Dog Foundation donation of a trained canine for the Los Angeles County Sheriff's Department's Transit Services Bureau.
2. Authorize the Sheriff or his designee to sign the attached Team Training Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The donated canine will be used to patrol the Metropolitan Transportation Authority's (MTA) transit system with a trained handler from the Los Angeles County Sheriff's Department, Transit Services Bureau. The canine will be available to all areas of Los Angeles County.

Implementation of Strategic Plan Goals

Acceptance of this donation promotes Strategic Goal #4, Fiscal Responsibility by saving the County the cost of purchasing a trained Disaster Search Dog.

A Tradition of Service

FISCAL IMPACT/FINANCING

The annual care, training, and certification costs are estimated at approximately \$6,000 and are included in the Sheriff's Fiscal Year 2003-04 operating budget. There are no other associated costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

State law authorizes the acceptance of gifts for specific County purposes in Government Code Section 25355. The Team Training Agreement sets forth the agreement for use of the canine, the County's indemnification of the National Disaster Search Dog Foundation, and the Sheriff's Department's agreement to participate in joint training with local, state and federal agencies.

The Team Training Agreement has been approved by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the donation provides the Sheriff's Transit Services Bureau with a much needed disaster search canine.

CONCLUSION

Approval of the canine donation from the National Disaster Search Dog Foundation for use by the Sheriff's Transit Services Bureau further demonstrates the value of public/private partnerships that improves County services to the citizens of Los Angeles County. A letter of appreciation will be sent from the Sheriff to the National Disaster Search Dog Foundation.

Respectfully submitted,



LEROY D. BACA
SHERIFF

NATIONAL DISASTER SEARCH DOG FOUNDATION

TEAM TRAINING AGREEMENT

Its Agreement is made as of September 17, 2003 by and between the NATIONAL DISASTER SEARCH DOG FOUNDATION (hereinafter referred to as "NDSDF"), a California Non-Profit Corporation located at 206 North Signal Street, Suite R, Ojai, California, 93023, U.S.A., and the Los Angeles County Sheriff's Department, located at 4700 Ramona Blvd., Monterey Park, CA 91754.

RECITALS

1. Whereas, NDSDF, as part of its public mission, provides to authorized associations, groups, organizations, and other entities its proprietary training, expertise, certification and follow-up continuing education and training in order to create and maintain NDSDF "Advanced Deployment Readiness" certified teams located in various regions of the United States.

2. Whereas, NDSDF desires to establish Canine Disaster Search Teams comprised of handlers and dogs, which teams will be certified by the United States Federal Emergency Management Agency (hereinafter referred to as "FEMA") as "Advanced Certified Canine Disaster Search Teams".

3. Whereas, NDSDF owns all right, title, and interest in and to its corporate name, logos, insignias, service marks, trademarks, copyrights, publications in any and all media, specialized training methods and professional affiliations. NDSDF, in the course of pursuing its public mission, retains all right, title and interest in and to its property.

4. Whereas, the Los Angeles County Sheriff's Department desires to obtain from NDSDF its training and support, leading to NDSDF "Advanced Deployment Readiness Certification" of the Los Angeles County Sheriff's Department planned (1) canine disaster search team with the intent that its team will, in due course, obtain FEMA "Advanced Certification".

5. Whereas, the Los Angeles County Sheriff's Department intends to operate as a NDSDF Deployment Readiness Certified Canine Disaster Search Team, comprising of a one-dog, one-handler team, based in California, and abiding by NDSDF training, operating procedures, and guidelines, while nonetheless being self-supporting.

6. Whereas, the Los Angeles County Sheriff's Department acknowledges that NDSDF incurs substantial costs in obtaining and training disaster search dogs and handlers, and understands that NDSDF and the Los Angeles County Sheriff's Department will share the expenses in training its disaster search dog team as set forth below.

7. Whereas, the Los Angeles County Sheriff's Department acknowledges that in order for its disaster search dog team to maintain a high degree of readiness for deployment in the field, it will be

necessary for such team to attend and participate in future NDSDF-sponsored training and testing events, and that any expenses of such training and testing will be the sole responsibility of the Los Angeles County Sheriff's Department.

8. Whereas, the one (1) individual from the Los Angeles County Sheriff's Department intends to become the handler for the disaster search dogs to which he is assigned by NDSDF, and will be bound by the terms and conditions stated herein.

NOW, THEREFORE, it is agreed by and between the parties as follows:

ARTICLE 1. TRAINING OBJECTIVES.

Commencement of Training.

The Los Angeles County Sheriff's Department's Disaster Search Team shall be considered to be a team in training, and NDSDF is thus hereby authorized to begin the training of one (1) disaster search dog team, comprised of one (1) handler and one (1) dog. Pursuant to its Agreement, its team in training shall have as its objectives (1) attaining and maintaining NDSDF "Advanced Deployment Readiness Certification"; and (2) attaining and maintaining Advanced Certification pursuant to FEMA's rules, regulations, and guidelines.

In-Training; Probationary Status; Use of NDSDF Designation.

Until NDSDF Authorization is issued, the Los Angeles County Sheriff's Department is not authorized to use NDSDF's name, logos, or designation without NDSDF's permission. Only upon issuance of FEMA Certification to the Los Angeles County Sheriff's Department's Disaster Search Team will the Los Angeles County Sheriff's Department be authorized to use the NDSDF designation as a NDSDF Deployment Readiness Certified Canine Disaster Search Team. Such designation will be at all times used in the manner dictated by NDSDF rules, as presently constituted and as subject to change in the future in the sole discretion of NDSDF.

ARTICLE 2. TRAINING.

Estimated Training Timetable of Dogs.

The Los Angeles County Sheriff's Department acknowledges and understands that NDSDF estimates that the one (1) dog chosen by NDSDF entered the Gilroy, California training facility in March of 2003. Training is estimated to be completed approximately six (6) months after commencement of training. The parties acknowledge and agree that any dog may fail at any stage of the training, and that if such failure occurs, a failing dog will have to be replaced by a substitute dog. The Los Angeles County Sheriff's Department acknowledges and understands that such a substitution will necessitate a delay in delivery of the one (1) dog to the Los Angeles County Sheriff's Department, and that NDSDF will use its best efforts to complete the professional training

of the one (1) dog on or before the projected completion date.

2.02. Delivery of Dogs to Handlers.

Upon completion of training the one (1) dog, NDSDF shall contact the Los Angeles County Sheriff's Department to coordinate dates for the commencement of handler training. At the time so agreed, NDSDF will deliver the one (1) dog to the Los Angeles County Sheriff's Department at the training facility in Gilroy, California, subject to change in delivery date due to circumstances beyond the control of NDSDF (including, but not limited to, a dog failing training).

Training of Handlers.

2.03.1. The Los Angeles County Sheriff's Department's handler, at its sole expense, will arrive at the training facility in Gilroy, California. Training shall take place at Sundowners Training Kennel in Gilroy, California, with the one (1) dog. NDSDF anticipates that the first five (5) days of training shall be conducted by NDSDF personnel in a location to be determined by NDSDF, and the last five (5) days of training shall be conducted by Pluis Davern.

2.03.2. If during training, any party to its Agreement, in its discretion, decides that the designated handler is not performing properly or as anticipated, that handler may be replaced by an alternate.

2.03.3. Handlers are not to use remote training collars or prong collars unless under the specific direction and guidance of Sundowners Training Kennel.

2.04. Delivery of Dogs to the Los Angeles County Sheriff's Department.

Upon completion of training in Gilroy, California, NDSDF shall deliver the one (1) dog to the Los Angeles County Sheriff's Department at the Sundowners Training Kennel. The Los Angeles County Sheriff's Department shall be responsible for any and all expenses for transporting the dog to Monterey Park, including but not limited to airfare, insurance, dog carriers, and food. Transportation must be by commercial airline (if flying). The Los Angeles County Sheriff's Department must comply with any and all airline requirements pertaining to transporting the dog. Upon request, NDSDF will provide the Los Angeles County Sheriff's Department with a letter vouching for the dog as a service animal, so that if at all possible, the dog may travel in the passenger compartment of the airplane.

ARTICLE 3. EXPENSES OF TRAINING.

Payment of Expenses of Training in California.

The parties contemplate training of one (1) dog and one (1) handlers, for NDSDF and FEMA Certification making up one (1) search team. The search team shall be based in Monterey Park, CA.

Initial training shall take place in Gilroy, CA at a facility and with training personnel chosen solely at the discretion of NDSDF. Any and all expenses of training shall be paid by the Los Angeles County Sheriff's Department. If training of the Los Angeles County Sheriff's Department handlers cannot be commenced on the date set by NDSDF, any additional expense for training occasioned by such delay shall be borne by the Los Angeles County Sheriff's Department.

Handler Expenses for Training in California.

The Los Angeles County Sheriff's Department shall be responsible for any and all expenses for transportation, accommodations, meals, local car rental, and other incidentals incurred in attending the training in California.

ARTICLE 4.CERTIFICATION BY NDSDF AND FEMA.

NDSDF Certification.

Upon successful completion of training set forth in Article 2 above, it is contemplated that each team will test for "Deployment Readiness Certification". Deployment Readiness Certification is the highest certification accorded to a team (1 dog, 1 handler) by NDSDF. Upon successful achievement of Deployment Readiness Certification, each team will be permitted to refer to itself as a NDSDF Deployment Readiness Certified Canine Disaster Search Team, and will be authorized to wear and display the NDSDF logo and insignia. The Los Angeles County Sheriff's Department agrees that any and all expenses of testing and Certification, as well as all expenses in obtaining and displaying NDSDF logo and insignia clothing and materials, shall be the sole responsibility of the Los Angeles County Sheriff's Department.

Maintenance of NDSDF Certification.

4.02.1. In order to continue to qualify as a NDSDF Deployment Readiness Certified Canine Disaster Search Team, the Los Angeles County Sheriff's Department and each Advanced Certified Canine Disaster Search Team will at least bi-annually, following issuance of the original Certification, participate in NDSDF continuing training programs designed to maintain the level of skill and readiness to meet Deployment Readiness Certification requirements. Attendance at NDSDF certification maintenance and training sessions at locations of NDSDF's choosing will be at the sole expense of the Los Angeles County Sheriff's Department.

4.02.2. If at any time a NDSDF Deployment Readiness Certified Canine Disaster Search Team shall fail to recertify as provided herein, NDSDF, in its sole discretion, will provide additional training as set forth in Paragraph 2.05.3 above. The expense of any such additional training shall be the sole responsibility of the Los Angeles County Sheriff's Department pursuant to the terms and conditions set forth in Paragraph 3.04 above.

FEMA Certification.

The Los Angeles County Sheriff's Department and its canine shall obtain certification and designation as an "Advanced Certified Canine Disaster Search Team" by FEMA, at the sole expense of the Los Angeles County Sheriff's Department. NDSDF will cooperate and assist the Los Angeles County Sheriff's Department in obtaining such certification by providing additional training as set forth in Paragraphs 2.05 and 3.04 above. Thereafter, the Los Angeles County Sheriff's Department represents and warrants that it will, at its sole expense, maintain such FEMA certification pursuant to FEMA provisions.

ARTICLE 5. OWNERSHIP OF DISASTER SEARCH DOGS AND CARE EXPENSES.

Dogs to Remain the Property of NDSDF until FEMA Certification.

Until such time as FEMA issues its Advanced Certification to each search team, NDSDF retains ownership of the dog selected and provided by NDSDF. Until delivered to the Los Angeles County Sheriff's Department in Gilroy, California pursuant to Paragraph 2.04 above, NDSDF is solely responsible for the care and upkeep of each dog, and the Los Angeles County Sheriff's Department shall be entitled to review and obtain copies of the dog's records prior to delivery. After delivery to the Los Angeles County Sheriff's Department, all expenses for the care and upkeep of each dog, including but not limited to regular vaccinations, veterinary services, flea, tick and heartworm medications, food, shelter, and grooming, are the sole responsibility of the Los Angeles County Sheriff's Department. The Los Angeles County Sheriff's Department agrees that its dog will undergo a semi-annual routine veterinary examination, to be performed by a licensed veterinarian. The Los Angeles County Sheriff's Department shall pay all expenses related thereto, including transportation. The Los Angeles County Sheriff's Department also agrees that it will maintain, for each dog, current policies of veterinary care and homeowner's insurance covering dog-related injuries and damages (or other comparable coverage). NDSDF retains the right to review and obtain copies of each dog's records, including any and all policies of veterinary care and homeowner's insurance maintained for each dog, including even after transfer of ownership.

5.02. Replacement of Dog before Certification; Risk of Death or Disability of Dogs; No Warranty of Dogs.

5.02.1. The Los Angeles County Sheriff's Department acknowledges and understands that dogs are domesticated animals, the future performance, demeanor, behavior, and health of which can neither be predicted nor guaranteed by NDSDF. If a dog fails to qualify for Advanced Certification for causes, which, in the sole discretion of NDSDF, are not attributable to handler deficiencies, NDSDF will use its best efforts to provide a replacement dog, including negotiation with the Los Angeles County Sheriff's Dept. to provide such replacement at a reasonable cost. In the event of replacement, the Los Angeles County Sheriff's Dept. acknowledges and agrees that minimum expenses equal to five (5) days training at the Gilroy, California Training Kennel and transportation to the Los Angeles County Sheriff's Dept., as set forth above, will be the Los Angeles

County Sheriff's Department's sole responsibility.

5.02.2. The Los Angeles County Sheriff's Department assumes the risk that the dog may die or become injured or disabled after delivery to the Los Angeles County Sheriff's Dept. at the Gilroy, CA facility. NDSDF will use its best efforts to provide a replacement dog, including negotiation with the Los Angeles County Sheriff's Department to provide such replacement at a reasonable cost. In the event of replacement, the Los Angeles County Sheriff's Department acknowledges and agrees that minimum expenses equal to five (5) days' training at the Gilroy, California Training Kennel and transportation to the Los Angeles County Sheriff's Department's home, as set forth above, will be the Los Angeles County Sheriff's Department's sole responsibility.

5.02.3. Prior to delivery of each dog to the Los Angeles County Sheriff's Department in Gilroy, California pursuant to Paragraph 2.04 above, NDSDF will, at its sole expense, have each dog examined by a veterinarian, spayed or neutered, and fully vaccinated. Notwithstanding such veterinary examination and procedures, no warranty of any kind, express or implied, is made by NDSDF to the Los Angeles County Sheriff's Department with respect to the past, present, or future physical condition, temperament, performance, or any other quality or attribute of any dog.

5.03. Cause for Removal of Canine.

NDSDF shall have the absolute right to remove the dog where there is abuse, neglect, lack of medical attention, use of remote training or prong collars in violation of Paragraph 2.03.3, above, nonattendance of at least 90% at training, failure to follow NDSDF training regimen or NDSDF policies and procedures or leaving the training group. In the event of removal of a dog, NDSDF will not replace the dog and NDSDF will have no further obligation under its Agreement.

5.04. Transfer of Dogs upon FEMA Certification.

Upon attainment of FEMA Advanced Certification pursuant to Paragraph 4.03 above, NDSDF will transfer ownership of the disaster search dog to the Los Angeles County Sheriff's Department.

5.05. Return of Dogs to NDSDF after Certification.

5.05.1. Notwithstanding the terms of Paragraph 5.03 above, if for any reason, or at any time (including prior to or after Advanced Certification by NDSDF or FEMA), a dog fails to maintain current Advanced Certification by FEMA and Deployment Readiness Certified by NDSDF pursuant to Article 4 above, it is agreed by and between the parties hereto that NDSDF shall have the right, upon demand, to recover the dog and require the Los Angeles County Sheriff's Department to return the dog to NDSDF. Return of the dog to NDSDF shall be at the Los Angeles County Sheriff's Department's sole expense, and subject to the provisions set forth in Paragraph 5.04.3 below.

5.05.2. Notwithstanding the terms of Paragraph 5.03 above, if for any reason, or at any time (including prior to or after Advanced Certification by NDSDF or FEMA), a dog ceases to be part of any search team with the Los Angeles County Sheriff's Department, it is agreed by and between the parties hereto that NDSDF shall have the right, upon demand, to recover the dog and require the Los Angeles County Sheriff's Department to return the dog to NDSDF. Return of the dog to NDSDF shall be at the Los Angeles County Sheriff's Department's sole expense, and subject to the provisions set forth in Paragraph 5.04.3 below.

5.05.3. In the event of replacement and substitution of a dog selected and provided by NDSDF to the Los Angeles County Sheriff's Department, the Los Angeles County Sheriff's Department shall be responsible for any and all expenses for transporting the dog to the Los Angeles County Sheriff's Department's home, including but not limited to airfare, insurance, dog carriers, and food. Transportation must be by commercial airline (if flying), and the Los Angeles County Sheriff's Department must comply with any and all airline requirements pertaining to transporting the dogs. Upon request, NDSDF will provide the Los Angeles County Sheriff's Department with a letter vouching for the dogs as service animals, so that if at all possible, the dogs may travel in the passenger compartment of the airplane.

5.06. Euthanasia Policy.

5.06.1. In the event of an injury to any dog on a deployment site where a medical doctor is in attendance, all effort shall be made to obtain the assistance of a veterinarian. If a veterinarian is not available, the decision to euthanize shall be made in accordance with the Los Angeles County Sheriff's Department's policy.

5.06.2. In the event of an injury to any dog on a deployment site where a veterinarian is in attendance, if the veterinarian recommends euthanasia, the decision to euthanize shall be in the sole discretion of the handler. If the veterinarian recommends that the dog be transported, the dog shall be transported.

5.06.3. In the event of an injury to any dog while not on deployment, the dog shall be transported to a veterinarian for examination and necessary procedures. If the veterinarian recommends euthanasia, the decision to euthanize shall be in the sole discretion of the handler. If the veterinarian recommends surgery and the handler agrees, the handler may authorize the surgery. If the veterinarian recommends surgery and the handler disagrees, NDSDF must speak with the veterinarian and agree to the euthanasia before the dog is euthanized.

5.06.4. In any event of euthanasia, a second handler on site should whenever possible remain to lend support to the dog's handler, as well as to provide clarity of thought and decision. The second handler should also request a chaplain to remain on standby, even if the dog's handler does not think it necessary.

5.06.5. In the event of illness, NDSDF must speak with the veterinarian and agree to the euthanasia before the dog is euthanized.

5.07. Lifetime Advocacy Policy.

The Los Angeles County Sheriff's Department understands and agrees that NDSDF has covenanted to third parties furnishing the dogs to NDSDF that NDSDF will ensure the proper care and handling of the dogs for their lifetime. If at any time NDSDF determines, in its sole discretion, that a dog selected and provided by NDSDF to the Los Angeles County Sheriff's Department is not receiving such proper care and handling, it is agreed by and between the parties hereto that NDSDF shall have the right, upon demand, to recover the dog and require the Los Angeles County Sheriff's Department to return the dog to NDSDF. Return of the dog to NDSDF shall be at the Los Angeles County Sheriff's Department's sole expense, and subject to the provisions set forth in Paragraph 5.04.3 above.

ARTICLE 6. LIABILITY FOR ACTS OF THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND DOGS.

6.01. Release of Liability.

From the time of delivery of the dogs to the Los Angeles County Sheriff's Department pursuant to Paragraph 2.04 above and at all times during which the dogs are in the custody, care, and control of the Los Angeles County Sheriff's Department, its agents and handlers, the Los Angeles County Sheriff's Department does hereby release NDSDF from any and all liability, claims, suits, demands, or causes of action which may arise out of or be brought against the Los Angeles County Sheriff's Department by virtue of any act or omission by the Los Angeles County Sheriff's Department or any dogs furnished to the Los Angeles County Sheriff's Department under the terms of its Agreement. NDSDF shall not be liable to the Los Angeles County Sheriff's Department on any theory of legal liability including the sole or concurrent negligence of NDSDF for any injury, death, or damage directly or indirectly caused by any dog furnished to the Los Angeles County Sheriff's Department following delivery of such dog to the Los Angeles County Sheriff's Department.

6.02. Assumption of Liability and Hold Harmless.

The Los Angeles County Sheriff's Department shall assume all liability associated with the rights granted to it herein, arising out of or occasioned by, directly or indirectly, the release of the dog to the Los Angeles County Sheriff's Department. The Los Angeles County Sheriff's Department expressly agrees to defend, pay, indemnify and hold harmless NDSDF from all suits, actions, losses, damages, claims, or liability of any character, type or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly or indirectly, the release of dogs to the Los Angeles County Sheriff's Department.

6.03. Applicable Damages.

Its release of liability shall apply to all known, unknown, and unanticipated damages resulting from the release of the dogs to the Los Angeles County Sheriff's Department's care, custody, and control.

ARTICLE 7. AUTHORITY OF THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT.

7.01. The Los Angeles County Sheriff's Department Not Employee, Partner, or Joint Venturer.

Its Agreement does not create a relationship between NDSDF and the Los Angeles County Sheriff's Department, wherein the Los Angeles County Sheriff's Department may be construed to be an employee, partner, or joint venturer of NDSDF. NDSDF will not provide and has no obligation to provide the Los Angeles County Sheriff's Department or its designated handlers with any benefits normally granted employees. The Los Angeles County Sheriff's Department will be solely responsible for any and all expenses of such benefits, which may arise as a result of its Agreement.

7.02. NDSDF Policies and Procedures.

The Los Angeles County Sheriff's Department understands and agrees that it will not hold itself out as authorized to represent or bind NDSDF except as expressly set forth in its Agreement, or as specifically authorized under a separate written authorization executed by the Executive Director, Program Coordinator, or other authorized officer of NDSDF. Notwithstanding attainment and/or maintenance of NDSDF Certification, the Los Angeles County Sheriff's Department will not be permitted at any time to represent that NDSDF endorses or underwrites any of the Los Angeles County Sheriff's Department's personnel, programs, or participants without the prior specific written authorization of NDSDF.

7.03. NDSDF's Confidential Information.

In the course of the term of its Agreement, NDSDF may disclose to the Los Angeles County Sheriff's Department information, data, concepts, ideas, processes, methods, techniques, know-how, trade secrets, donor lists, membership lists, and improvements which are confidential and proprietary to NDSDF (hereinafter referred to as "Confidential Information"). The Los Angeles County Sheriff's Department agrees to hold all Confidential Information in confidence and agrees not to disclose or otherwise disseminate the Confidential Information to others. CONTRACTOR will not reproduce Confidential Information nor use Confidential Information commercially or for any purpose other than as permitted by NDSDF. The Los Angeles County Sheriff's Department's obligations of confidentiality and nondisclosure survive the termination of its Agreement.

7.04. The Los Angeles County Sheriff's Department Funding.

7.04.1. The Los Angeles County Sheriff's Department will be solely responsible for raising all funds necessary for it to pay its financial obligations set forth herein. Upon the request of the Los Angeles County Sheriff's Department to raise funds for its local expenses in cooperation with NDSDF, NDSDF may, in its sole discretion, agree to lend such cooperation upon the execution of a separate written agreement between the parties, which will incorporate and be subject to the policies, procedures, and reporting requirements established by NDSDF.

7.05. NDSDF's Tax-Exempt Status.

The Los Angeles County Sheriff's Department has been informed and understands that NDSDF is a California non-profit corporation, which has been granted tax exempt status by the Internal Revenue Service under Internal Revenue Code §501(c)(3). The Los Angeles County Sheriff's Department agrees to conduct its performance under its Agreement in such a way as to preserve NDSDF's exempt status.

ARTICLE 8. GENERAL PROVISIONS.

8.01. Notices.

Notice under its Agreement shall be sufficient only if personally delivered by a major commercial delivery service or mailed by certified or registered mail (return receipt requested) to the other party at its address set forth above, unless either party notifies the other in writing to the contrary. If not received sooner, notices by mail shall be deemed received five (5) days after deposit in the United States mail.

8.02. Entire Agreement.

With respect to its subject matter, its Agreement contains the entire understanding between the parties, and supersedes any prior agreements and communications between the parties.

8.03. Binding Effect.

Its Agreement shall inure to the benefit of and be binding upon the parties, and their respective legal representatives, successors, and assigns.

8.04. Amendment and Waiver.

The parties may amend any provision of its Agreement or waive the observance of any provision only by written consent of the parties. Either party's failure to enforce any provisions of its Agreement shall not be construed as a waiver of that party's right to enforce such provisions.

8.05. Assignment.

Neither party may assign or otherwise dispose of its rights or obligations under its Agreement without the prior written consent of the other party.

8.06. Governing Law and Jurisdiction.

Its Agreement shall be interpreted under the laws of the State of California, United States of America, with the Superior Court of Ventura County, State of California, United States of America having exclusive jurisdiction over all disputes.

8.07. Attorneys' Fees.

In any action under its Agreement, the prevailing party shall be entitled to attorneys' fees and costs to be paid by the losing party.

8.08. Severability.

If any provision of its Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so its Agreement shall otherwise remain enforceable in full force and effect.

8.09. Construction.

Headings and captions are only for convenience and are not to be used in the interpretation of its Agreement. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine, or neuter gender.

8.10. Counterpart Copies.

Its Agreement may be signed in counterpart copies, each of which shall represent an original document, and all of which shall constitute a single document.

The parties execute its Agreement as of the date stated above.

**NATIONAL DISASTER SEARCH
DOG FOUNDATION**

Debra Tosch

By: Debra Tosch

Title: Program Coordinator

Dated: 11-17-03

**THE LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Yee Baca

By: Los Angeles County Sheriff's Department

Title: Disaster Search Dog Handler

Dated: 11/19/03