



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

HILDA L. SOLIS, CHAIR FIRST DISTRICT	
HOLLY J. MITCHELL SECOND DISTRICT	LINDSEY P. HORVATH THIRD DISTRICT
JANICE HAHN FOURTH DISTRICT	KATHRYN BARGER FIFTH DISTRICT

April 14, 2026

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

Dear Supervisors:

AGREEMENT WITH THE LOS ANGELES COUNTY FIRE SEARCH DOGS, INC. (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into a foundation agreement (Agreement) with the Los Angeles County Fire Search Dogs, Inc. (Search Dogs, Inc.), a California non-profit corporation, for the provision of volunteer services contemplated in this Agreement by the Search Dogs, Inc. to the District.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Authorize the Fire Chief, or his designee, to enter into the Agreement, in substantially similar form as enclosed, with the Los Angeles County Fire Search Dogs, Inc.
2. Delegate authority to the Fire Chief, or his designee, to execute all future amendments, terminations with advance Board notification, modifications, extensions, and augmentations relative to the Agreement, as necessary.
3. Authorize the Search Dogs, Inc. to utilize the District and/or County's logo on the Search Dogs, Inc.'s website to show the partnership and for any joint function or event to use the District and/or County's logo for flyers, handouts, promotional materials, etc. as long as the Agreement is in effect.
4. Approve District employees, as identified in the attached agreement, to serve in Search Dogs, Inc. positions as unpaid volunteers where they may exercise direction and control of foundation

operations and for Search Dogs, Inc., at their discretion.

5. Find the aforementioned actions are exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Agreement will allow the Search Dogs, Inc. to provide philanthropic support to the District's Canine Team enhancing their ability to respond to emergency situations and disaster relief. Search Dogs, Inc. actively supports the District's Canine Team by funding and facilitating the acquisition of search dogs for the District's Canine Team's use, and funding related equipment, specialized training, and medical care for the search dogs that fall outside of the District's responsibility. Search Dogs, Inc. also actively supports the District with community outreach and engagement.

The agreement will allow Search Dogs, Inc. to fundraise and accept in-kind donations designated for the District's Canine Team. Search Dogs, Inc. is required to maintain funds donated for the District Canine Team in a separate account and the funds must be expended for the benefit of the District Canine Team. Should the agreement terminate, all such funds must be distributed to the District's Canine Team.

The County Fiscal Manual (CFM), Chapter 16, Departmental Foundations/Support groups, requires the District to enter into Board approved agreements with affiliated foundations. The District seeks to be formally affiliated with the Search Dogs, Inc. by entering into the Agreement. The term of the Agreement is open and will remain in effect unless and until terminated by either party. The District or the Search Dogs, Inc. may terminate this Agreement without cause upon a 30-day written notice.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan:

- North Star 3, Focus Area Goal A, Strategies i: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.
- North Star 3, Focus Area Goal B, Strategies i: Outreach and Recruitment: Conduct outreach, recruitment and hiring to increase diversity and inclusivity using best practices.

FISCAL IMPACT/FINANCING

This Agreement will have no fiscal impact to the District and no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be administered by the District and is being entered into pursuant to the CFM, in order to set forth the respective duties and obligations of the District and Search Dogs, Inc. with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of District resources.

The Honorable Board of Supervisors

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The Search Dogs, Inc. is a duly incorporated nonprofit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement.

The Agreement will be effective upon approval by both parties and shall remain in effect until terminated by either party.

County Counsel has approved this agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from CEQA according to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the District to collaborate with the Search Dogs, Inc. to support the District's Canine Team in search and rescue missions.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County
Attention: Marcia Velasquez, Head, Planning & Executive Support
1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District contact may be reached at (213) 466-5596.

The Honorable Board of Supervisors

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Respectfully submitted,

A handwritten signature in blue ink that reads "Anthony C. Marrone". The signature is written in a cursive style with a large, stylized initial 'A'.

ANTHONY C. MARRONE

FIRE CHIEF

ACM:kc

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

**AGREEMENT BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND
LA COUNTY FIRE SEARCH DOGS, INC.**

This AGREEMENT is made and entered into this XXth day of XXXX, 202X, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "**DISTRICT**" and the LA COUNTY FIRE SEARCH DOGS, INC., referred to as "**SEARCH DOGS**" a California nonprofit corporation.

WHEREAS, DISTRICT and SEARCH DOGS enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental SEARCH DOGS/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and equipment, and the use of DISTRICT resources;

WHEREAS, DISTRICT, pursuant to Section 13861 of the Health and Safety Code, is authorized to affiliate with SEARCH DOGS, in accordance with the terms and conditions set forth herein to render services;

WHEREAS, the DISTRICT maintains a specialized operational unit known as the Los Angeles County Fire Department Canine Search Team referred to as "CANINE TEAM", comprised of DISTRICT personnel and canines deployed for emergency response and disaster relief;

WHEREAS, SEARCH DOGS was founded in 2016 and incorporated in California with its objective under its By-Laws to provide philanthropic support to the CANINE TEAM to enhance their capability to support their response to emergency situations and disaster relief. SEARCH DOGS actively supports the CANINE TEAM by funding and facilitating the acquisition of search dogs for the CANINE TEAM's use, and funding related equipment, specialized training, and medical care for the search dogs that fall outside of the DISTRICT's responsibility (per DISTRICT policy V11-C4-S2). SEARCH DOGS also actively supports the DISTRICT with community outreach and engagement;

WHEREAS, the parties recognize the mutual benefit of the relationship between DISTRICT and SEARCH DOGS, and DISTRICT, in so doing will provide support to SEARCH DOGS as described herein;

WHEREAS, SEARCH DOGS is a duly incorporated domestic 501(c)(3) non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement; and

WHEREAS, a majority of SEARCH DOGS Board of Directors or key positions and members may be DISTRICT employees directly involved with the SEARCH DOGS policy making or its administration and operations. The SEARCH DOGS officers, directors, employees, and board members do not include the top two levels of DISTRICT executive management.

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DISTRICT and SEARCH DOGS do hereby agree to the following:

1. TERM OF AGREEMENT

The term of this Agreement is open, remaining in effect unless and until terminated pursuant to the applicable terms hereof, during which time SEARCH DOGS may perform the services provided for herein.

2. SEARCH DOGS OBLIGATIONS

SEARCH DOGS shall provide the following services to the DISTRICT:

- a. SEARCH DOGS shall acquire and retain sole legal title and ownership of all canines funded by SEARCH DOGS. SEARCH DOGS grants the CANINE TEAM (DISTRICT) the exclusive operational use of said canines for training, emergency response, and disaster relief. This grant of use is subject to the terms of this Agreement and may be revoked by SEARCH DOGS if the welfare of the canine is jeopardized. While the canines are titled to SEARCH DOGS, the DISTRICT assumes full custody, control, and responsibility for the canines during all on-duty hours, deployments, and DISTRICT-sanctioned training. The DISTRICT acknowledges that SEARCH DOGS is a passive owner providing a resource, and that the DISTRICT is solely responsible for the operational conduct, handling, and supervision of the canines.
- b. SEARCH DOGS will provide for the lifetime care of active and retired search canines that are acquired by the SEARCH DOGS; purchasing specialized training equipment, medical for all search canines that fall outside of the DISTRICTS responsibility, and operational equipment; providing training opportunities for canine handlers; and supporting community outreach and disaster preparedness education, to the extent that resources are available and are in the best interest of the SEARCH DOGS and the DISTRICT.
- c. SEARCH DOGS will conduct trainings, meetings, events that solely benefit SEARCH DOGS (inclusive of travel and transportation time) in an off-duty capacity and at no expense to the DISTRICT, unless otherwise authorized by the DISTRICT.
- d. SEARCH DOGS, as a designated nonprofit corporation, may solicit donations, including but not limited to, equipment, monetary, advertising, and other related resources from private entities in accordance with SEARCH DOGS By-Laws and all applicable federal, State, and local laws.
 - i. Where donations are solicited utilizing County resources (e.g. personnel, DISTRICT property, merchandising of the DISTRICT name, etc.), advance written approval by DISTRICT Fire Chief or their designee, is necessary. Each item that is merchandised using the

DISTRICT name must be approved by DISTRICT Fire Chief or their designee. Any approvals by the DISTRICT for use of DISTRICT name is non-transferrable. Any donations received in the name of the DISTRICT and/or County of Los Angeles must be immediately forwarded to the DISTRICT.

- ii. SEARCH DOGS shall disclose to potential donors the types of items, activities, and programs for which donations will be used.
- e. SEARCH DOGS and the DISTRICT will mutually cooperate to ensure compliance with all DISTRICT/County of Los Angeles SEARCH DOGS policies, including ensuring that DISTRICT employees engaging in SEARCH DOGS activities, that solely benefit SEARCH DOGS, do so in an off-duty capacity, unless it is authorized in writing by the DISTRICT Fire Chief or designee.
- f. SEARCH DOGS will provide goodwill to the DISTRICT.
- g. SEARCH DOGS shall immediately notify the DISTRICT if SEARCH DOGS is considering amending its By-Laws or its Articles of Incorporation that would change its purpose or objectives in any manner, or if the amendment could create a conflict of interest so as to allow the DISTRICT Fire Chief or designee to determine if such changes impacts the nature of the relationship between DISTRICT and SEARCH DOGS as stated herein.
- h. SEARCH DOGS will purchase all supplies and equipment at its own expense, unless authorized in writing by the DISTRICT Fire Chief or designee.
- i. SEARCH DOGS shall maintain its books in compliance with accepted accounting standards and satisfactorily provide the following information and/or reports to the DISTRICT/County of Los Angeles:
 - i. Submit to the DISTRICT the Annual Reporting Form for SEARCH DOGS Activities, a California Exempt Organization Annual Information Return (Form 199), a list of assets, and a list of all County officers and employees who received compensation (e.g. salary, bonus, etc.) from the SEARCH DOGS identifying the compensation received for the past year for their services and, pursuant to Section j. below, a list of all County officers and employees who SEARCH DOGS anticipates will receive compensation and their SEARCH DOGS position no later than August 31st annually.
 - ii. Upon written request by the DISTRICT, SEARCH DOGS will make available to DISTRICT and the Los Angeles County Auditor-Controller any requested founding documents, timekeeping records of officers/members on-duty work and/or work releases for SEARCH DOGS, and financial records associated with items/programs/services

- provided to the DISTRICT for review and audit within 30 days. This provision shall survive for 5 years after termination of the Agreement.
- iii. Upon written request by the DISTRICT, SEARCH DOGS will provide an account of and supporting documentation for the tangible/intangible benefits provided to DISTRICT in a format designated by the DISTRICT that describes the items/programs/services provided. This provision shall survive for 5 years after termination of the Agreement.
 - iv. SEARCH DOGS will maintain federal and State tax-exempt eligible status, maintain in good standing with the Internal Revenue Service, California Franchise Tax Board, California's Secretary of State, California Attorney General's Registry of Charities and Fundraisers, and any required business license(s) if it solicits monetary donations from the public and upon written request by the DISTRICT, not less than 30 days' notice, provide related documentation to the DISTRICT. SEARCH DOGS shall immediately notify the DISTRICT if its tax-exempt status is suspended, delinquent, revoked, or is otherwise not in good standing with the Internal Revenue Service, California Franchise Tax Board, California Secretary of State, California Attorney General's Registry of Charities and Fundraisers, or any other agency.
 - v. SEARCH DOGS will maintain an insurance policy including, but not limited to, general liability insurance with the DISTRICT and County as additional insureds, and Directors & Officers insurance.
 - vi. SEARCH DOGS will maintain a benefit accounting system such that benefits provided to the DISTRICT can be separately identified and provided to DISTRICT upon request. This provision shall survive for 5 years after termination of the Agreement.
- j. SEARCH DOGS must comply with Los Angeles County Code Section 5.44.030, which requires SEARCH DOGS to obtain prior written approval of the County Board of Supervisors to provide compensation to a County employee for services rendered to SEARCH DOGS or the County. DISTRICT employees who receive compensation from the SEARCH DOGS, who are in an official decision-making position for the SEARCH DOGS or perform administrative or support functions on County time for the SEARCH DOGS on a recurring basis must disclose this information and complete the annual Employee Report on Outside Employment Activities to the DISTRICT. This provision shall survive after termination of the Agreement.
- i. SEARCH DOGS identifies current employees, with their County title, who serve on the SEARCH DOGS board as Exhibit A.
 - ii. SEARCH DOGS must obtain Board of Supervisors' advance approval prior to any additional County/DISTRICT employees serving on SEARCH DOGS board where they exercise direction and control of

the SEARCH DOGS's operations, pursuant to the Los Angeles County Fiscal Manual 16.1.3. DISTRICT and SEARCH DOGS will cooperate to obtain Board of Supervisors' approval.

- k. Should the SEARCH DOGS enter into any contracts or agreements that involve DISTRICT or County property or information, impact DISTRICT operations, or software that involves the DISTRICT, advance written approval is required by DISTRICT Fire Chief and subject to County Counsel review. A failure to do so will not obligate the DISTRICT to comply or cooperate with such agreements or contracts and does not bind the DISTRICT or County. This provision shall survive the termination of the Agreement.
- l. The SEARCH DOGS is authorized to use the DISTRICT logo or County seal ("District Intellectual Property"), to the extent expressly authorized by the County Board of Supervisors and within the purpose of this agreement. The authorization to do so is non-transferable. If granted, the use of the DISTRICT logo and/or County seal may only be used to show an affiliation with the SEARCH DOGS. Merchandising of DISTRICT logo and/or County seal is prohibited and subject to a separate licensing agreement.
- m. Any information, including but not limited to employee information, or DISTRICT junior programs' participant/family information, obtained by SEARCH DOGS through its relationship with DISTRICT must be maintained using acceptable industry security standards and kept confidential, as legally required and consistent with County standards. This provision shall survive the termination of the Agreement.
- n. In any of its management of donated funds raised using the DISTRICT name and/or likeness, SEARCH DOGS, as a fiduciary, must act in good faith and in the best interests of the donated funds and the DISTRICT, its beneficiary. In any of its management of Restricted District Funds, SEARCH DOGS, as a fiduciary, must act in good faith and in the best interests of the DISTRICT. In its management of all other funds, SEARCH DOGS acts as a fiduciary for its charitable mission and the public trust, in accordance with California law.
- o. For any donated funds raised using the DISTRICT'S name and/or likeness for the benefit of the DISTRICT (DISTRICT), SEARCH DOGS consents and agrees that should the SEARCH DOGS fail to transmit the District at termination of this Agreement, the District, has a proprietary right to the District in the SEARCH DOG'S account and is allowed access and to transfer and/or collect such funds. For any donated funds specifically solicited by SEARCH DOGS with the express representation that such funds would be granted directly to the DISTRICT (hereinafter "Restricted District Funds"), SEARCH DOGS agrees to hold such funds in trust. Upon termination of this Agreement, SEARCH DOGS agrees to provide an accounting of and remit any remaining balance of these Restricted District Funds to the DISTRICT. However, all other funds raised by SEARCH DOGS in support of its general

charitable mission—including but not limited to the acquisition, training, medical care, and lifetime support of canines—shall remain the sole property of SEARCH DOGS, to be used or distributed in accordance with its Articles of Incorporation and Bylaws.

3. DISTRICT OBLIGATIONS

DISTRICT will assist SEARCH DOGS in the aforementioned services by providing, as legally permissible, the following:

- a. At the discretion of the DISTRICT, and in writing, provide limited and temporary administrative staff support, and temporary and occasional use of space, utilities, supplies, allow travel/transportation, allow limited time for social media activities that further the purpose of this Agreement, or other resources on an as needed basis to the extent that these resources are available and are in the best interest of the DISTRICT, the County, and are in compliance with the County Fiscal Manual.
- b. At the discretion of the DISTRICT, assist SEARCH DOGS in providing releases for key positions to attend monthly board meetings, SEARCH DOGS events, DISTRICT-approved meetings, projects, and events.
- c. DISTRICT will account for all costs incurred to support and monitor the SEARCH DOGS and are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.). The SEARCH DOGS shall cooperate in assisting the DISTRICT to account for said costs.
- d. DISTRICT costs incurred on behalf of the SEARCH DOGS should be commensurate with the volume and significance of the benefit received (i.e., SEARCH DOGS benefit to DISTRICT should outweigh the DISTRICT's costs incurred in maintaining the relationship). The DISTRICT will notify the SEARCH DOGS concerning any cost-benefit concerns related to this Agreement.
- e. DISTRICT will monitor to ensure SEARCH DOGS activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- f. DISTRICT shall have no duty of payment, obligation or liability to SEARCH DOGS, its employees, officers, agents, vendors or subcontractors.
- g. The DISTRICT agrees to recognize SEARCH DOGS as a provider of canines for the CANINE TEAM. Accordingly, the DISTRICT shall accept the placement and operational use of canines acquired and owned by SEARCH DOGS, subject to the canines meeting the DISTRICT'S established operational performance and safety standards.

- h. DISTRICT will use best efforts to expedite the processing of donations from SEARCH DOGS where there is a health and safety component to the canine and/or operation of the canine program.

4. SEARCH DOGS EMPLOYEES AND EQUIPMENT

SEARCH DOGS agrees that SEARCH DOGS has secured or will secure at SEARCH DOGS' own expense all persons, employees and equipment required beyond the aforementioned DISTRICT services to perform the services required under this Agreement and that all such services will be performed under SEARCH DOGS supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from the DISTRICT.

5. CONFLICT OF INTEREST

- a. SEARCH DOGS and its agents and employees shall comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. SEARCH DOGS warrants that it is not now aware of any fact which creates a conflict of interest. If the SEARCH DOGS hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such fact to DISTRICT. Full written disclosure shall include, without limitation, identification of all persons implicated, and a complete description of all relevant circumstances. Failure to do so may be cause for immediate termination by the DISTRICT.
- b. SEARCH DOGS' Board of Directors and key positions may be filled by individuals who are DISTRICT employees in circumstances consistent with the County Fiscal Manual Section 16.1.3. No DISTRICT/County employee whose position with the DISTRICT/County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by SEARCH DOGS or have any other direct or indirect financial interest in this Agreement. No officer or employee of SEARCH DOGS who may financially benefit from the relationship between DISTRICT and SEARCH DOGS will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the DISTRICT'S/County's approval or ongoing evaluation of such work.
- c. The parties agree to maintain its relationship and operations consistent with Chapter 16 – Departmental SEARCH DOGSs/Support Groups, of the County Fiscal Manual.

6. TERMINATION

- a. DISTRICT or SEARCH DOGS may terminate this Agreement without cause upon a 30-day written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination. Upon termination of this Agreement by either party, SEARCH DOGS will immediately and permanently cease the use of DISTRICT Intellectual Property, including all fundraising activities and efforts conducted in the name of, in association with, and/or referring to DISTRICT or its programs. SEARCH DOGS cease use of DISTRICT or County property including but not limited to office space, supplies, identification badges, keys or facility access cards, and will return all such property to DISTRICT. SEARCH DOGS may continue to function in accordance with its charter and by-laws, but will immediately and permanently cease all use of, association with, or referral to DISTRICT or its programs, in its name or activities.
- b. Upon termination, the disposition of funds held by SEARCH DOGS shall be governed by Section 2 of this Agreement. Specifically, SEARCH DOGS shall remit any remaining 'Restricted District Funds' to the DISTRICT. All other assets, funds, and property of SEARCH DOGS shall remain the sole property of the Nonprofit, to be used for its charitable purposes or distributed to other 501(c)(3) entities in accordance with its Articles of Incorporation.
- c. Upon termination of this Agreement, the DISTRICT's right to use canines owned by SEARCH DOGS shall immediately cease. The DISTRICT shall surrender physical custody of all SEARCH DOGS-owned canines to SEARCH DOGS or its designated handlers within 72 hours of termination.

7. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for furthering the objectives recited herein and in any authority from the Board of Supervisors and that the services provided under this Agreement are within the power of DISTRICT to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that SEARCH DOGS has adopted or amended its By-Laws or amended its Articles of Incorporation with the result that, as determined by the DISTRICT Fire Chief or his designee, SEARCH DOGS policies or programs conflict with the purpose originally declared in SEARCH DOGS Articles of Incorporation or with the purpose of this Agreement, DISTRICT shall notify SEARCH DOGS immediately concerning any such conflict and shall provide SEARCH DOGS with 30 days to amend its By-Laws or Articles of Incorporation so as to resolve any such conflict or potential conflict. If, after 30 days' notice the conflict or potential conflict has not been resolved, the DISTRICT Fire Chief may terminate this Agreement forthwith and/or seek available legal remedies, and SEARCH DOGS shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the DISTRICT.

9. CONFIDENTIALITY

- a. SEARCH DOGS shall maintain the confidentiality of all records, including but not limited to DISTRICT records, and information/records obtain through this relationship, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges. Any documents submitted by SEARCH DOGS and this Agreement become the exclusive property of the County/DISTRICT. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act), and which are marked "trade secret," "confidential," or "proprietary." The County/DISTRICT will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. DISTRICT shall maintain the confidentiality of all records, including but not limited to SEARCH DOGS records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.
- c. This provision shall survive the termination of the Agreement.

10. INDEMNIFICATION

- a. Except as otherwise provided in Sections 3(b) and 10(b), SEARCH DOGS agree to indemnify, defend and save harmless DISTRICT/County of Los Angeles, its agents, officers and employees ("County Indemnitees") from and against any and all liability, expense, including reasonable defense costs and legal fees, claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with SEARCH DOGS operations, or its services hereunder including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. However, SEARCH DOGS shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.
- b. DISTRICT agrees to indemnify, defend and save harmless any member of the SEARCH DOGS, its officers, agents and any member of the Board of Directors ("collectively "SEARCH DOGS Indemnitees") from and against any and all liability, expense, including defense costs and legal fees, and claims

for damages of any nature whatsoever arising out of (i) an action or omission to act provided such actions or omissions to act arose directly from the performance of duties within the scope of work to be performed under this Agreement, or (ii) when under the direction of the Department, the deployment, operation, handling, or training of any canine owned by SEARCH DOGS or equipment funded or provided by SEARCH DOGS. However, DISTRICT shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

c. This provision shall survive the termination of the Agreement.

11. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. DISTRICT employees shall remain employees of DISTRICT notwithstanding the fact they are assisting the SEARCH DOGS.

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. RETENTION OF RECORDS

SEARCH DOGS agree that DISTRICT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, timecards, or other records relating to this Agreement. Such material shall be kept and maintained by SEARCH DOGS at a location in Los Angeles County for a period of five (5) years after completion of this relationship, unless the DISTRICT provides written permission to dispose of such material prior to the end of such period. This provision shall survive the termination of the Agreement.

15. COMPLIANCE WITH LAWS

a. SEARCH DOGS shall comply in all respects with applicable federal, State, and local laws, including but not limited to anti-discrimination requirements of the Los Angeles County ordinances and State regulations.

- b. The parties agree to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives insofar as they pertain to the performance of this Agreement.

16. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

- a. SEARCH DOGS hereby certifies and agrees that it will comply with the County Policy of Equity, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.
- b. SEARCH DOGS agrees and certifies that the policies and regulations provided in 16(a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, X (formerly Twitter) and the like. SEARCH DOGS agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. SEARCH DOGS certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; and the State Fair Employment Practices Acts.
- d. SEARCH DOGS certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap.
- e. All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by SEARCH DOGS in the areas heretofore described. This provision shall survive for 5 years after termination of the Agreement.
- f. While DISTRICT reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by California Fair Employment and Housing Commission and Equal Employment Opportunity Commission that SEARCH DOGS has violated State or federal non-discrimination laws or regulations shall

constitute a finding by DISTRICT that SEARCH DOGS has violated the non-discrimination provisions of this Agreement.

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

SEARCH DOGS agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities. No DISTRICT/County employee shall be on-duty or in uniform in any religious proselytizing or political propagandizing.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

20. NOTICE

a. Any notice or notices required or permitted to be given pursuant to this Guideline may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

b. All notices to the DISTRICT shall be sent addressed to the following:

Fire Chief
Consolidated Fire Protection District of Los Angeles County
1320 North Eastern Avenue
Los Angeles, CA 90063
Attention: Executive Support Division

c. All notices to the SEARCH DOGS shall be sent addressed to the following:

SEARCH DOGS
Edward Ruiz, President
3467 Plata St. #4
Los Angeles, CA 90026

21. COORDINATORS

The DISTRICT's Agreement Coordinator, or another designated person designated by the DISTRICT Fire Chief, shall be the DISTRICT Director of Program and shall have the authority to administer the Agreement on behalf of DISTRICT. Said coordinator or designee shall be mutually acceptable to both the DISTRICT and the SEARCH DOGS. SEARCH DOGS shall provide a representative to be available to the DISTRICT for consultation and assistance during the performance of this Agreement.

22. FURTHER ASSURANCES

The parties confirm and agree that this Agreement is made and entered into in recognition of the longstanding public/private partnership between the DISTRICT and SEARCH DOGS which has evolved over many years and will continue to do so. In light thereof, the parties agree to meet and confer in good faith, upon the reasonable request of the other, regarding the matters set forth in this Agreement.

23. WAIVER

No waiver by either party of any breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24. MISCELLANEOUS

If DISTRICT finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which DISTRICT may determine to immediately cancel, terminate, or suspend this Agreement and/or seek other legal remedies.

IN WITNESS WHEREOF, SEARCH DOGS has executed this Agreement, or caused it to be duly executed and the DISTRICT, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

SEARCH DOGS

By: _____
Edward Ruiz, President

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By: _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer-Clerk
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Jenny Tam
Senior Deputy, County Counsel

Exhibit A

(as of February 2026)

Los Angeles County Fire Department Employees and Los Angeles County Fire Search Dogs, Inc. Board Members

1. Edward Ruiz, President (CEO)
2. Jacob Armendariz, Vice President
3. Nicholas Bartel, Secretary
4. John Paul Hilsabeck, Executive Director (CFO)