

REQUEST FOR PROPOSALS



K9 MAINTENANCE TRAINING SERVICES FOR THE CITY OF LATHROP POLICE K9 UNIT

**Proposals Due:
NOVEMBER 13, 2025 @ 5:00pm**

**POLICE DEPARTMENT
940 RIVER ISLANDS PARKWAY
Lathrop, CA 95330
Phone: (209) 647-6400
Fax: (209) 647-6428**

Approved: _____
Krystal Pronske, Operations Lieutenant

Date: October 30, 2025

A. GENERAL INFORMATION

The City of Lathrop (“City”) requests proposals from qualified businesses and training providers (individually, a “Respondent” and collectively, “Respondents”) to furnish California POST-compliant K-9 Maintenance Training Services (“Project”) for Lathrop Police Department K-9 handlers and dogs.

Training shall comply with applicable California POST standards and maintenance training. All instructors, decoys, facilities, equipment, and lesson plans must meet industry best practices and applicable legal, safety, and POST requirements.

Request for Proposal (RFP) packets are available on the City of Lathrop website:
<https://www.ci.lathrop.ca.us/rfps>.

B. BACKGROUND

The City of Lathrop is located in the Northern San Joaquin Valley at the junction of Interstate 5, Interstate 205, and State Route 120. Incorporated in 1989, Lathrop continues to be one of California’s fastest-growing communities, with a January 1, 2024 population of 37,033.

The Lathrop Police Department operates an active K-9 program supporting patrol and specialized operations. The City seeks a training partner to provide recurring, documented, high-quality K-9 maintenance training that sustains operational readiness, enhances public safety, reduces risk, and aligns with City policy and current case law.

C. ANTICIPATED SCOPE OF SERVICES

Provide 16 hours of monthly K-9 maintenance training services on a recurring schedule (e.g., weekly, bi-weekly, etc.), including curriculum, instructors/decoys, training sites (within the city of Lathrop or pre-approved appropriate location(s)), safety oversight, records, and reporting.

1) Curriculum & Standards

- Provide POST-aligned maintenance training covering, but not limited to, and as applicable to each team: Obedience & Control, Handler Control/Outs, Area & Building Searches, Article/Evidence Search, Tracking/Trailing, Criminal Apprehension, Bite & Suits/Sleeves, Vehicle Extractions, High-Risk Stops, Suspect Management, Handler Protection, Scenario-Based Decision Making, Detection Work (e.g., narcotics or firearms), Environmental Neutrality, Muzzle Work, Legal & Case-Law Update (e.g., use-of-force considerations), and Policy Integration.
- Include structured remediation/coaching plans for identified performance gaps.

2) Instructors & Decoys

- Lead instructors must have demonstrable K-9 operational and instructional experience.

- Utilize professional decoys proficient in modern techniques (targeting, grips, pressure, outs) and safety.
- Maintain appropriate instructor-to-team ratios to ensure safety and quality of coaching.

3) Safety, Risk Management & Welfare

- Conduct safety briefings each training day (site hazards, PPE, med plan).
- Provide/ensure suitable protective equipment (bite suits/sleeves, hidden sleeves, muzzles, long lines, eye/ear protection).
- Have a canine and handler emergency plan, including nearest vet/ER and heat mitigation.
- Ensure training scenarios are policy-compliant, reasonably necessary, and force-on-force moderated to prevent unnecessary injury.
- Adhere to current legal standards for K-9 deployments and handler decision-making.

4) Training Sites & Logistics

- Provide training sites within the city limits or pre-approved appropriate location(s); Respondent should also maintain access to varied environments (residential, commercial, industrial, schools/fields, vehicles, multi-story buildings, stairwells, slick floors, tight spaces, low light, etc.).
- Coordinate an annual training calendar; accommodate make-up sessions as feasible.

5) Documentation & Reporting

- Assist with teams maintaining accurate training logs, lesson plans, performance notes, and remediation plans.
- Provide regular training reports summarizing progress, risk trends, and recommendations.
- Annual POST Certification Scheduling. Respondent is solely responsible for scheduling, coordinating, and conducting the annual POST-compliant K-9 team certification/evaluation for each active team. This includes: providing the date no fewer than 60 calendar days in advance; securing an eligible certifying evaluator/proctor; reserving a suitable venue; providing all required equipment/decoys; and issuing pre-event instructions. If operational needs, illness, or injury prevent a team from attending, Respondent shall offer an alternate date within 30 days at no additional scheduling fee.

6) Frequency & Availability

- Typical cadence: Four training sessions per month per K9 team, each lasting four hours (or as specified by the City).
- Provide on-call consultation for deployment-related training questions and after-action recommendations (as-needed scope).

7) Pricing

Provide a Proposed Price Schedule that is fully inclusive of all costs to provide the Services, including: hourly/day rates, instructors/decoys, equipment, consumables, curriculum development, insurance, travel/lodging, and any surcharges. Identify:

- Per-team per-day rate (or per-group day rate with max team count).
- Decoy day rate(s) if separate.
- Scenario/equipment add-ons (e.g., vehicles, sim rounds, specialized props).
- Make-up/extra session rates.
- Any excluded services and associated optional pricing.

8) Taxes

City shall only pay mandated federal and state taxes and/or fees, as required. All other Respondent costs must be included in proposed rates.

D. RFP CONTENT

Proposals shall include, at minimum:

1. **Firm Profile** – History, core services, K-9 training philosophy, and California POST experience.
2. **Key Personnel** – Instructor and decoy resumes; relevant certifications and instructional experience.
3. **Curriculum** – Sample lesson plans, maintenance training matrix, legal update plan, remediation approach.
4. **Safety & Risk Management** – Safety plan, equipment list, emergency/medical plan, welfare protocols.
5. **Training Sites** – Available locations and environmental diversity; plan for securing/rotating sites.
6. **References** – At least three (3) current or recent law-enforcement K-9 clients.
7. **Price Schedule** – As detailed in C (7); list any optional services.
8. **Exceptions** – Identify any terms of the City's Service Contract the Respondent cannot accept and state reasons.
9. **Insurance** – Evidence of ability to meet City insurance/endorsement requirements.

E. EVALUATION CRITERIA

The City may consider, among other factors:

- Demonstrated experience with law-enforcement K-9 maintenance training in California.
- Instructor/decoy qualifications.
- Curriculum quality and POST alignment.
- Risk management practices and legal/policy integration.
- References and prior professional performance.
- Value and clarity of the proposed pricing.
- Overall responsiveness and understanding of City needs.

F. AGREEMENT FOR SERVICES

A sample Service Contract is included as Attachment 1. Provide a written statement of your firm's willingness to accept the terms. Specifically identify each term you are unwilling to accept and why. Include proposed Compensation Exhibit (price schedule) and Scope of Work Exhibit (curriculum and calendar outline). The selected firm shall comply with all applicable federal, state, and local regulations.

Within ten (10) calendar days of the Notice of Intent to Award, the top-ranked respondent shall provide: acceptable insurance and endorsements, City business license proof, any other required documents, and a signed Service Contract.

G. REVISION TO THE RFP

The City reserves the right to revise or extend the RFP prior to the response due date. All addenda will be posted on the City's website. It is the Respondent's responsibility to check for addenda at: [Bids and RFPs | City of Lathrop CA](#). The City may reject any or all responses and may re-initiate or abandon the process.

H. SELECTION PROCESS

The City will review responses for completeness, clarity, and content. Based on qualifications and fit, the City may shortlist firms for further consideration (e.g., interviews, site visits, or demonstrations). Submission of a proposal constitutes a waiver of any right to protest aspects of this RFP. Recommendation of award is potentially subject to City Council approval.

The City reserves the right to reject any and all proposals or negotiate separately as necessary to serve the City's best interests. Non-acceptance does not imply criticism or deficiency.

I. PROPOSED SCHEDULE

Release Request for Proposals	October 30, 2025
RFP Response Deadline	5:00 PM, November 13, 2025
Notice of Intent to Award	November 20, 2025
Commence Services	December 2025

Costs for responding to this RFP are the Respondent's responsibility. All material submitted becomes City property.

Submission Instructions. Submit one (1) bound copy or one (1) electronic PDF (no USB drives). Proposals shall be signed by an authorized representative and delivered on or before the deadline to:

Krystal Pronske, Operations Lieutenant

Lathrop Department
940 River Islands Parkway
Lathrop, CA 95330

Email (PDF copy): kpronske@ci.lathrop.ca.us

For general questions, only the authorized project representative should contact Krystal Pronske, Operations Lieutenant electronically at kpronske@ci.lathrop.ca.us.

Thank you for your interest in serving the people of the City of Lathrop.

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL SERVICES WITH CONTRACTOR

**TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS
P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT**

THIS AGREEMENT, dated for convenience this _____ day of [month], 2025 is by and between **CONTRACTOR** ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONTRACTOR has expert-level expertise and is skilled with specialized knowledge necessary to train, consult and advise law enforcement agencies, security personnel and other individuals in the use of canines to perform a wide variety of tasks and roles; and

WHEREAS, the CITY's law enforcement personnel requires those expert, skilled and specialized canine training services; and

WHEREAS, P.O.S.T. recommends that an in-service K-9 team complete 16 hours of documented training monthly to maintain basic patrol and/or detection proficiency; and

WHEREAS, CONTRACTOR is willing to train, consult, and advise the City of Lathrop's canine teams, as hereinafter defined, on the following terms and conditions; and

NOW, THEREFORE, CONTRACTOR and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONTRACTOR agrees to provide K-9 Monthly Maintenance Training which meets or exceeds P.O.S.T Standards for the Lathrop Police Department in accordance with the scope of work and fee proposal provided by CONTRACTOR, attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

CONTRACTOR shall be solely responsible for coordinating the location of the training facility and establishing the training schedule. CONTRACTOR will ensure that the facility is suitable for the training requirements and that the schedule is communicated to the CITY in a timely manner for review and acknowledgment. CONTRACTOR will ensure that all training locations are located within city limits of Lathrop unless prearrangements are made prior to the scheduled training time and date.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **\$XX,XXX through June 30, 2027**, for the services set forth in Exhibit "A". CONTRACTOR shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit "A" unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **[MONTH] _____, 2025** through June 30, 2027. Either CITY or CONTRACTOR may cancel Agreement upon 30 days written notification to the other party.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONTRACTOR is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit. CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONTRACTOR acknowledges that the CITY has relied on CONTRACTOR capabilities and on the qualifications of CONTRACTOR principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONTRACTOR Authorized Representative: **[AUTHORIZED REPRESENTATIVE]**. CITY shall be notified by CONTRACTOR of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONTRACTOR of any changes of CONTRACTOR project staff prior to any change.

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S authorized representative. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as additional insured with coverage from ISO form CG 20 10 or its equivalent. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

- (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONTRACTOR, at CONTRACTOR own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONTRACTOR must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONTRACTOR cost, any extended reporting provisions of the policy should the CONTRACTOR cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR breach.

(11) Indemnification - CONTRACTOR Responsibility

As to the CONTRACTOR work hereunder, it is understood and agreed that (a) CONTRACTOR has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONTRACTOR to perform the work in a skillful and professional manner, and (c) CONTRACTOR thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONTRACTOR profession.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. Payment for services provided is due only through last day of maintenance training.

(15) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Lathrop Police Department
940 River Islands Parkway
Lathrop, CA 95330
MAIN: (209) 647-6403

To CONTRACTOR: CONTRACTOR
ADDRESS
CITY, CA ZIP
Phone:

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during the CONTRACTOR's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T. STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR TO
PROVIDE MONTHLY MAINTENANCE TRAINING WHICH MEETS OR EXCEEDS P.O.S.T.
STANDARDS FOR THE LATHROP POLICE DEPARTMENT K9 UNIT

(19) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form:

City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Police Chief

Stephen Sealy Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONTRACTOR:

CONTRACTOR
ADDRESS
CITY, CA ZIP

Fed ID #
Business License #

Signature Date

Print Name and Title

Signature Date

Print Name and Title