K-9 MAINTENANCE TRAINING AGREEMENT

| THIS AGREEMENT dated | the day of | , 202_ | j is entered | into by: | and | | | |
|---|------------|--------|--------------|----------|-----|---|--|--|
| between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), | | | | | | | | |
| and the City of Columbia, Missouri for the Columbia Police Department (Agency): | | | | | | | | |
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| | 1.4 | | | | | _ | | |

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training stuff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

- 1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience and explosives detection. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.
- 2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
- 3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Dollars (\$1,000.00) for the training contemplated herein, calculated at a rate of \$50/session. Agency shall pay one-half, or \$500.00, upon execution of this contract and the remaining one-half, or \$500.00, after ten (10) sessions have been completed for the first term of this Agreement, as shown on the Invoice, attached as Exhibit "B" and incorporated herein. BCSO shall Invoice Agency upon renewal of the contract term and enrollment of a K-9 and K-9 handling in the training.
- 4. TERM AND TERMINATION. The term of this Agreement shall begin on the 1st day of January, 2026, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$50.00 per session.
- 5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall

be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

- 6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
- 7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
- 8. AUTHORITY. The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

CITY OF COLUMBIA, MISSOURI

| By: | | | |
|-------|--|---|----------------------|
| | De'Carlon Seewood | | |
| | City Manager | | |
| Date: | The manufactured of the state o | | |
| ATTES | STED BY: | | |
| Sheel | a Amin, City Clerk | Adopting the Parties of the Control | |
| APPRO | OVED AS TO FORM: | | |
| Nancy | / Thompson, City Counselor/ | nc | |
| | | t the above expenditure is within the purpose of the appropr | |
| | | 502010 , and that there is an unencumbered bala | ince to the credit (|
| | ppropriation sufficient to pay t E-SIGNED by Matthew Lue | erecol. | |
| By; o | n 2025-12-03 19.15:04 GMT | | |
| | or of Finance | _ | |

| By: Boone County Commission | | |
|---|--------------------|-----------------------|
| Kip Kendrick, Presiding Commissioner | MATERIAL MATE | |
| ATTEST: | | |
| Brianna L. Lennon, County Clerk | The power as self- | |
| APPROVED AS TO FORM: | | |
| CJ Dykhouse, County Counselor | • | |
| in accordance with RSMo 50.660, I hereby of and is available to satisfy the obligation(s) a | | |
| required if the terms of this contract do not | • | |
| Kyle Rieman, County Auditor | Date | Appropriation Account |

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Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the __K-9 Maintenance Training__ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

| Signature of Participar | nt/Date | |
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| | | |
| Printed Name of Parti | cipant | |