

Police K9 Agreement With Midwest Professional Canine Services & Paw-a-day Inn K9 Suites, LLC

This agreement is between CHAMPAIGN COUNTY SHERIFF'S DEPARTMENT hereinafter referred to as "DEPARTMENT" and Midwest Professional Canine Services/Paw-a-day Inn K9 Suites, LLC, hereinafter referred to as "TRAINER", collectively referred to as the "PARTIES". This agreement goes into effect at the time it is signed by the Department and Trainer.

WHEREAS, DEPARTMENT desires to have the TRAINER acquire said "DOG" described below and train said "DOG" upon the terms and conditions stated in this agreement with no other terms or conditions stated or implied. An adequate Police Officer that DEPARTMENT supplies for training, hereinafter referred to "HANDLER", will also be trained by Trainer as stated in this agreement with no other terms or conditions implied. One (1) Dog and One (1) Handler collectively will be referred to as "TEAM".

Section 1: Dogs

Description of Dog

A quality working breed dog able to perform the tasks required.

- a) Breed: German Shepherd, Belgian Malinois, Cross or other working line breed.
- b) Sex: Male
- c) Age: maximum of 24 months

Dog at time of purchase is in good health, current on all vaccinations (required by Illinois State Law) and Veterinarian checked.

Dog Warranty

Dog has a 1 (one) year health guarantee (skeletal and genetic), beginning at the time the Trainer purchases the Dog. Skeletal refers to hips, elbows and spine. Genetic refers to any genetic disease that precludes the canine from performing the tasks of a police service dog. (Non-genetic illness and/or injury to the K9 while in the Department and/or Handler's care is not covered by this warranty.)

Dog is guaranteed to have workability and compatibility with the Handler as long as the Team follows the training and instruction that is provided by the Trainer. To clarify this, if the dog is found not to possess the drives or temperament for police service work, or if there is a problem that cannot be corrected by the Trainer's staff then the dog will be replaced.

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This DOES NOT apply if the dog has been abused or neglected while under the Department and/or Handler's care as determined by the Trainer.

This DOES NOT apply if the Department and/or Handler's attempts to experiment or place the dog into training situations that were not intended for this dog.

At NO time, will Dog be replaced if found to be handler aggressive. Handler Aggressive dog is a term used to describe a dog that has learned to use aggression to stop the handler from asking things from him the dog simply doesn't like or it deems as unfair.

At NO time, will Dog be replaced if found to have been in dog fights after the Handler has taken physical custody of the dog.

Dog is fully vaccinated (Distemper, Parainfluenza, Parvovirus, Leptospira and rabies) upon handler taking control of dog. These vaccinations will be provided to the handler and/or department. Any vaccinations given unnecessarily to dog may cause damage to his immune system and cause health issues later. Please vaccinate with care. Over vaccinating will void this warranty. To be clear, this is any vaccine given that was unnecessary. Flea and Tick Prevent and Heartworm Prevention such as Nextar, Simparica, Bravecto, Trifexis or Credelio or any other Isooxazoline class drugs or preheat injections will void the warranty.

Any injury, illness or death, including but not limited to heat stroke, broken teeth or bones or adverse reaction to drugs, vaccines or anesthesia given by the Department and/or Handler during your ownership will not be covered in the contract and may void the warranty.

Trainer has the right to have the dog evaluated by an independent dog trainer and/or licensed veterinarian to validate all claims by Department and/or Handler; at the Trainer's expense.

If replacement becomes necessary for health or workability, Trainer has forty-five (45) days to acquire a suitable dog for your needs and thirty (30) days to train. If after this time Trainer cannot locate a replacement dog a refund minus Trainer's expenses will be refunded.

Section 2: Training and Equipment

Trainer will train the Team in the following: Dual Purpose Patrol Narcotic Detection Police K9:

- a) Narcotic Detection (passive alert)
- b) Tracking
- c) Obedience
- d) Article Search
- e) Controlled Aggression
- f) Handler Protection
- g) Building Suspect Search
- h) Area Suspect Search

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Team course is defined as a Basic K9 Handler Course.

Team will attend a 6 (six) week training program at the Trainer's facility. Training will consist of class room, hands on, testing and certification. Training will be on and off site of Trainer's facility.

Dog will be trained as required by (50 ILCS 705/10.12) Illinois Law Enforcement Training and Standards Board in Narcotic Detection to include the "Initial Canine Minimum Requirements" according to ILETSB. The "Drug Detection Canine Initial Training Canine Team Daily Training Summary" will be completed daily during training.

The Team will also be trained to the standards set forth by the North American Police Working Dog Association (NAPWDA) (For Certification through NAPWDA see Section 4).

Equipment:

Trainer will provide the following required equipment for Class (these items are included in the price of the agreement)

Balls on Rope (3), 4' Leather Leash (1), 6' Leather Leash (1), 30' Tracking Leash (1), Reward Towels (24), Electronic Training Collar (1), Correction Collar (1), Leather Collar (1), Latex Gloves (2 boxes)

Section 3: Maintenance Training

The Team will receive 12 (twelve) months maintenance training, at no charge, that begins at the end of the initial 6 (six) week Basic K9 Handler Training. Training is limited to a maximum of 8 hours per month.

After the first 12 (twelve) months, the Department has the option of purchasing continuing maintenance training for the Team at a cost of \$1,000 (one thousand dollars) annually. Maintenance training is limited to a maximum of 8 hours per month. Times, dates and location is determined by the Trainer.

Section 4: Agreement to Participate and Liability Waiver

The Department accepts full responsibility and also agrees to indemnify and hold harmless the Trainer and its agents, employees, heirs and assigns for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer of ownership. Which is effective the date when the Handler accepts physical control of the dog.

The Department and Handler are fully aware of the nature of the training the Dog will or has received and the nature of the work the Dog will perform during its time with the Department and Handler.

The Department and Handler are responsible for maintaining adequate training for the Team, and to include maintaining a healthy, secure environment and current vaccinations and health examinations by a State Licensed Veterinarian for Dog.

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Section 5: Pricing and Payment

Department agrees to pay the sum of \$15,500 (fifteen thousand five hundred dollars) for 1 (one) dog as defined in Section 1 and training as defined in Section 2. Payment of 50% (\$7,750) is due 30 (thirty) days prior to the first day of class (November 8, 2022). Remaining balance of (\$7,750) is due on the first day of class.

For certification through the North American Police Working Dog Association, Department agrees to pay \$600 (six hundred dollars) to cover the cost of the NAPWDA Master Trainer, due the first day of class. Department is responsible for K9 Team NAPWDA membership fees. (Please mark check the appropriate box.)

Yes _____ Department desires the NAPWDA Certification

No X PER CAPT. COOK. Department DOES NOT desire the NAPWDA Certification

Due to each K9 being hand selected to meet the department's needs, Department agrees to provide signed contract 30 days prior to class start date. This gives Trainer time to select and pre train K9.

Projected start date is November 7, 2022. Projected end date is December 16, 2022.

Handler will be responsible for providing necessary items for training at the cost of the Department and/or Handler. A list of items is attached in Appendix A.

Section 6: Signatures

This agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g., DocuSign) shall be deemed to have the same legal effect as an original ink signature.

Signed this 4 day of October, 2022

[Signature]
Champaign County Sherriff or Representative

[Signature]
Title

[Signature]
Witness

[Signature]
Title

[Signature]
Midwest Professional Canine Services/
Paw-a-day Inn K9 Suites Representative

OWNER/TRAINER
Title

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Appendix A.

Necessary items for School:

1. One (1) pair of working gloves
2. Departmental vehicle
3. Access to Narcotics
4. Hot dogs for Obedience and Tracking dogs only, approx. 4-6 packages a week.

Optional Items for Dual Purpose K9 Teams:

1. Bite Sleeve
2. Hidden Bite Sleeve
3. Muzzle
4. Harness
5. Bite Suite (allow 12-16 weeks for ordering. Times may be extended due to Covid)

Some items may be purchased by Trainer and billed to the Department. Please contact Trainer a minimum of 4 (four) weeks advance notice if you need the Trainer to purchase these items.