

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2023-38

ORDINANCE NO.: 2023-38

***AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNATED AGENT TO
ENTER INTO A CONTRACT WITH THE BOONE COUNTY MISSOURI SHERIFF'S
DEPARTMENT FOR BASIC K9 OFFICER TRAINING***

WHEREAS, the City of Lake Ozark, Missouri has a police department that is tasked with professionally serving and protecting the citizens and visitors to the City; and

WHEREAS, the City has solicited and received a proposal from the Boone County Sheriff's Department to provide the department with basic training services for the implementation of the K9 officer program; and

WHEREAS, it is in the best interest of the City of Lake Ozark, Missouri that the Board of Aldermen authorize the Mayor or his designated agent to contract with the Boone County Sheriff's Department as per the contract attached hereto as Exhibit A.

Now, therefore, be it ordained by the Board of Aldermen of the City of Lake Ozark, Missouri, as follows:

Section 1. Approval of Agreement. The contract with the Boone County Sheriff's Department is hereby approved in the form submitted to and reviewed by the Board of Aldermen on the date hereof.

Section 2. Execution: The Mayor or his designated agent is hereby authorized and directed to execute and deliver the contract on behalf of and as the act and deed of the City of Lake Ozark.

Section 3. Further Authority. The Mayor, and the designated officials and agents of City of Lake Ozark are hereby authorized and directed to, take such action, expend such budgeted funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City of Lake Ozark with respect to the contract.

Section 4. Effective Date. This ordinance shall take effect and be in full force from and after its adoption by the Board of Alderman.

First Reading: August 22, 2023

Second Reading: August 22, 2023

DULY READ AND APPROVED THIS 22nd DAY OF AUGUST 2023.


Alderman Jackson	Aye
Alderman Ridgely	Aye
Alderman Denny	Aye
Alderman Neels	Aye
Alderman Watts	Aye
Alderman Thompson	Aye

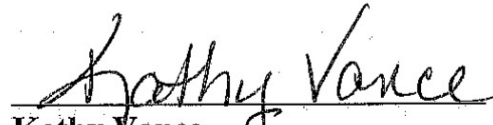
APPROVE:

ATTEST:

MAYOR:

CITY CLERK:


Dennis Newberry


Kathy Vance



**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 5th day of September, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the City of Lake Ozark Police Department (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic 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. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, K-9 aggression control, scenario-based training, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **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.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence

on or about the 23rd day of October, 2023, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **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.
7. **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.
8. **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.
9. **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.

AGENCY: Lake Ozark Police

By: [Signature], Chief
Printed Name: Jeff Christensen

Dated: 8/22/23

ATTEST: Kathy Vance
City Clerk

BOONE COUNTY, MISSOURI

By: [Signature]
Kip Kendrick, Presiding Commissioner

Dated: 9.6.2023

ATTEST: Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED – BCSO: [Signature]
Dwayne Carey, Sheriff

APPROVED AS TO FORM: [Signature]
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:
Kyle Riegan
County Auditor



Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [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 Department, 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 Participant/Date

Caleb Harvey 8/22/23

Printed Name of Participant

Caleb Harvey

