

FULL CIRCLE K9 SOLUTIONS, INC.
TRAINING SERVICES AGREEMENT

THIS AGREEMENT, by and between the Full Circle K9 Solutions, Inc., hereinafter referred to as the "Contractor" and "**Stickney Police Department**" hereinafter referred to as the "Client", with the Contractor and Client referred to collectively as "Parties", is entered into as of the date set forth below, with the Contractor and Client agreeing as follows:

A. Services:

Contractor agrees to furnish to the Client the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services. Client acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Initial Term:

Services will be provided as needed and directed by the Client beginning on the date of execution of this Agreement hereof (the "Initial Term") and continuing, until terminated. Either party may terminate this Agreement upon the provision of thirty (30) days written notice and delivered by certified mail. Upon termination the Contractor shall be compensated for all work performed for the Client prior to termination.

Automatic Renewal: At the end of the Initial Term this Agreement shall automatically renew for additional one (1) year period (each, a "Renewal Period") unless written notice, delivered by certified mail, of non-renewal is provided to either party at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Period.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Contractor may adopt revisions to the fee schedule on a not more frequent than annual basis, and shall provide Client with not less than ninety (90) days written notice of such revisions. No such fee increase shall exceed more than 20 percent per year. In the event that Client seeks additional services, Exhibit A and Exhibit B may be modified by the mutual agreement of the parties, and shall be updated and appended hereto. The Parties acknowledge that the services

provided hereunder are not subject to the Illinois Prevailing Wage Act or the Professional Services Selection Act.

In the event that Client has an officer participating in Contractor's training who is injured and unable to participate in Contractor's training for a period of three months or less, there shall be no credit or offset for such period. In the event that Client has an officer participating in Contractor's training who is injured and unable to participate in Contractor's training for a period of more than three months, the Parties may, by agreement, either continue this agreement, suspend payments or receive a credit for future services. In the event that Client's employee is so injured but Client's K9 is available for training, Client shall use its best efforts to assign personnel to continue bringing the K9 to Contractor's training, to maintain the readiness and abilities of Contractor's K9.

D. Ownership of Records and Documents / Confidential Information:

Client shall be provided access to Contractor's training methods and related intellectual property through the receipt of Contractor's services. Client agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Contractor. Client further agrees to keep as confidential any information belonging or relating to the Contractor which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the Contractor. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Client shall notify Contractor of any request for information relating to Contractor pursuant to the Freedom of Information Act or any other related or similar statute, and shall assert any objections or exemptions raised by Contractor in response to or review of such requests.

E. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Will County Circuit Court, Will County, Illinois.

F. Independent Contractor:

The Parties acknowledges that neither Contractor nor its personnel shall be acting as an employee or official representative of the Client, and Contractor shall act solely as an independent contractor. Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means

and methods of completing such work. The Client's compensation to Contractor shall be limited to that described in Exhibit B, and the Client shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the Parties determine, in their mutual discretion, that it is economically advantageous for the Client to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the Parties agree that Contractor shall then utilize the Client's equipment or supplies according to its own determination of their best and appropriate use.

G. Compliance with Applicable Laws and Certifications:

The Parties agree and acknowledge that they shall each comply with all applicable laws and regulations, and provide each other with all certifications as may be required by law.

H. Indemnification:

The Parties agree and acknowledge that Contractor shall be providing training to Client and Client's personnel and employees. Given the nature of the training to be provided, there is a foreseeable risk that Client's personnel may be injured, Client's personal property may be damaged, and/or Client's personnel or personal property may injure a third party or damage third party property. The terms of this Agreement and the calculation of the costs outlined herein have been prepared in a fashion mindful of the risks associated with the services provided, and Contractor's charges have been established based upon an allocation of risk between the Parties.

The Client agrees to indemnify, defend and save harmless the Contractor, including its officials, employees, attorneys and agents (collectively, the "Contractor Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Client or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the Contractor Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the Contractor. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be

limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Client under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois. This indemnification also expressly extends to any claims filed by or on behalf of any third parties relating to Contractor's services to Client, including but not limited to claims based upon the use, deployment or failure to deploy personnel or K9 units in response to an actual or threatened emergency, the training or failure to adequately train personnel or K9 units, or otherwise arising out of Client's use, employment or deployment of personnel or K9 units that receive services from Contractor.

Contractor agrees that it shall indemnify, defend and hold harmless the Client from any claims arising solely out of the negligent or intentional misconduct of Contractor, provided that such obligation shall be limited to not exceed the greater of: 1) the sum of all applicable insurance coverage actually available to Contractor and which covers the contractual indemnity contemplated herein; or, 2) the sum of payments made by Client to Contractor within the calendar year preceding an incident giving rise to a request for indemnification. Contractor shall procure and maintain such insurance as it shall determine to be appropriate given the nature of services provided. This indemnification shall extend to injuries to the Contractor's personnel caused by Client's K9s, provided that Client's employees are following the direction of Contractor's personnel and do not engage in negligent or intentionally harmful behavior or disregard Contractor's directions.

Client agrees and acknowledges that any personnel which are participants in any services offered by Contractor, including personnel who participate in such services, benefit from such services, or observe such services, shall be obligated and required by Client to execute an indemnification and hold harmless agreement substantially in the form attached hereto as Exhibit C. A signed hard copy of each such agreement shall be provided to Contractor prior to the initiation of services to any of Client's personnel.

Client further agrees and acknowledges that all services provided herein are provided through the corporate entity of Contractor. Under no circumstances shall Client or any of Client's personnel pursue a claim against any of Contractor's personnel in their individual or personal capacity, nor against Contractor's personnel's employer police agencies. Client shall indemnify, defend and hold harmless Contractor's personnel (in their individual capacities) and their respective employer police agencies from any and all claims arising out of or relating to this training or any services provided hereunder.

I. Intellectual Property:

All materials, handouts, Power Points, drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the

services to be furnished hereunder shall remain the property of Contractor. Contractor agrees to furnish Client with training logs or outlines in form and content mutually acceptable to each of the parties, upon request.

J. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The Parties may negotiate appropriate adjustments acceptable to both parties to accommodate any changes in scope of service requested by either of the Parties.

K. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

Contractor: Address: 1709 Larkspur Drive, Plainfield, IL 60586

Client: Address: Village of Stickney
Attn: Chief of Police James Sassetti
6533 W. Pershing Road
Stickney, IL 60402
james.sassetti@stickneypolice.com

With a Copy To: Del Galdo Law Group, LLC
Attn: Tiffany Nelson-Jaworski
1441 South Harlem Avenue
Berwyn, IL 60402
jaworski@dlglawgroup.com

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

L. Subcontractors and Third Parties:

Neither of the Parties shall assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the other of the Parties. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

M. Operational Deployment:

The Parties acknowledge that nothing within this Agreement shall require Contractor or any of Contractor's personnel to provide sworn law enforcement services to Client; the services contemplated herein are training services only. Client shall not have the ability or authority to utilize Contractor for emergency callouts or operational deployment, except and unless Client has a mutual aid relationship with Contractor's employer police agency and such deployment is a component of a standard operational practice through the employer police agency.

Agreed to this 4th day of February 2022

Contractor:

Full Circle K9 Solutions, Inc.

Robert R. Badertscher III

Robert R. Badertscher III, President

Client:

Name

Exhibit A:

Description of Work

The Contractor will provide basic mandatory monthly maintenance training to Client. This training includes obedience, article search, area search, tracking/trailing, building search, aggression control, and detection training for narcotic, explosive, cadaver, and search and rescue. For future development, Contractor will provide advance classes whereas Client will be notified and given priority for registration and participation in specialized training courses at additional cost.

The Contractor will provide monthly training as outlined, in a bi-monthly program. This bi-monthly program will consist of two (2) training days of eight (8) hours each. These training days will be set on a written schedule with approximately six months advance notice for client. If cancellation occurs due to emergency situation notification to Participant will be communicated and at earliest available time client administrator will be notified. Contractor will provide notification of training location and time at least forty-eight (48) hours in advance of training to the participant and administrator. Training time changes may occur to provide both day and night time training for tactical reasons.

The Contractor will provide an in-house evaluation for the Client and their administrator four (4) times per year. The in-house evaluations will be in a written or electronic form to provide proper training documentation. The bi-monthly training documentation will be provided to Client's handler, and if requested, to the Client's administrator.

Upon request, the Contractor will provide an opportunity for yearly certifications through North American Police Work Dog Association from a third party Master Trainer not associated with Contractor. This certification is for members of North American Police Work Dog Association. If Client seeks to obtain such certification, Client must become a member of said Association, and must pay all associated membership fees. Membership in the Association is not required for completion of the Contractor's training program.

The State of Illinois Narcotic Certification can be administered by Contractor; however, Illinois Law Enforcement Training Standards Board (ILETSB) will govern the certification process. Client shall be responsible for all ILETSB fees applicable for the provision of ILETSB-qualified training through a Mobile Training Units (MTU's).

Contractor will provide adequate staff for the training days. Contractor will coordinate through participating clients training locations, training equipment, and training aides to facilitate K9 training, tactical training, and reality based scenario training to enhance Client's handler's ability for real world deployments.

Client shall be responsible for the provision of:

- 1) Handlers and K9 units to show proper documentation that they have successfully completed basic K9 course completion and accreditation.
- 2) All handler and K9 specific equipment, including personal protective equipment.
- 3) Food and consumables for handlers and K9.
- 4) All detection training aids possessed by Client.

Exhibit B:

Fee Schedule

Client will provide payment to Contractor for services rendered at the following schedule. This fee schedule is noted by paragraph (C) Compensation and will be amended as needed by Contractor or Client:

- Bi-monthly Maintenance Training: (2) 8 hour training days at \$300.00 per month.
- For additional individual training both K9 and tactical deployments inside clients jurisdiction the pay rate will be \$75.00 per hour, billable by monthly Statement from Contractor.
- Specific weekly additional training will be based on number of hours to accomplish that training for certification or performance based training situations.

Exhibit C:

Hold Harmless Agreement:

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in training and programs provided by or through or facilitated by Full Circle K9 Solutions, Inc ("Contractor"), or its agents or employees including but not limited to police training, K9 training, role playing, simulated search or arrest or other activities undertaken with Contractor ("Activities"), I, for myself, my personal representatives, assigns, agents, beneficiaries, insurers, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of performing Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities may be conducted over public roads, runways, taxiways, ramps, parking areas, trails, sidewalks, within or around buildings and facilities open to the public or closed to the public during the Activities and may be conducted at or within facilities not open to the public. I further acknowledge that the Activities may include realistic training including the deployment of trained or untrained police canines, deployment of other physical force, realistic police training including physical contact, physical restraint, application of handcuffs or other restraints, deployment of chemical, physical or electronic agents or equipment, non-lethal protective equipment and training, and other similar, high-strain physical activities that pose a potential threat of harm to myself or others. While protective equipment may be utilized, I acknowledge that such equipment may fail to provide adequate protection even if properly deployed and utilized. I further acknowledge and agree that hazards of traveling and participating in the Activities are to be expected use of open spaces, paths, roads, fields, trails or other areas, and participation in Activities includes inherent risks of injury from many possible sources including but not limited to injuries from falling, exposure, dehydration, hypo or hyperthermia or other medical conditions, tripping, slipping, crashing, being injured from contact with objects, cars, aircraft, fences, guardrails, holes, cracks, grates or other obstacles, rollover of vehicles, animal bites or scratches, contact with other participants, injury due to exertion or physical activity, injury due to ground or field conditions, negligence of public property owners, lessors or occupiers, injury due to weather conditions, and other risks. I agree and warrant that if, at any time, I believe conditions to be unsafe or I believe myself to be incapable of safely completing the Activities, I will immediately discontinue further participation in the Activities. I agree and warrant that I shall provide all personal protection equipment which is required to safely participate in the Activities.

I further acknowledge that I have received all training required to participate in Activities and to operate any equipment or vehicles involved therein, that I possess the requisite mental and physical ability to perform Activities and to operate equipment or vehicles involved, and that I will cease participation of Activities if I should encounter any dangerous or unsafe conditions or circumstances that exceed my ability, skill or training.

2. FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS

AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities. I understand and agree that the Releasees, as identified below, shall not be obligated to supervise, control, manage, support, or otherwise assist myself or any other participants in the Activities, nor shall the Releasees be responsible for the enforcement of any rules, guidelines or other regulations that may be applicable to the Activities. I acknowledge that prior to my participation in the Activities and as an ongoing component of my participation in the Activities, I shall undertake a thorough investigation of the premises to be utilized to identify the existence of any defects or potentially harmful conditions, and I shall conduct myself in a reasonable and responsible fashion. I undertake any and all responsibility for compliance with any laws, ordinances or regulations applicable to my actions or my participation in the Activities, and acknowledge that I am responsible for obtaining permission to enter upon any private property to conduct the Activities, prior to so entering.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE "Full Circle K9 Solutions, Inc.", its administrators, directors, agents, attorneys, insurers, employees, servants, officers, members, volunteers, and other participants, any sponsors of the Activities or advertisers or donors associated with the Activities, the employer police agencies of any officers, directors or employees of Full Circle K9 Solutions, Inc., and, if applicable, any and all other owners, occupiers or lessors of premises on which the Activities takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, INJURIES, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS AND/OR ATTEMPTS TO PROVIDE OR ARRANGE FOR THE PROVISION OF EMERGENCY CARE OR FIRST AID; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or asserting any claim or interest by virtue of their relationship to me, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. To the extent that any portion of this Agreement is unenforceable, I agree that such provision shall be severable and the balance shall remain in full force and effect, to the greatest extent of the law.

4. HAVE READ AND SHALL COMPLY WITH THE RULES FOR ACTIVITIES, attached hereto as Appendix 1.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. WITHOUT LIMITING THE GENERAL NATURE OF THIS AGREEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT IS BEING GIVEN SO THAT I MAY PARTICIPATE IN

THE ACTIVITIES, AND THAT RELEASEES WOULD NOT AGREE TO MY PARTICIPATION IN THE ACTIVITIES WITHOUT THIS RELEASE.

Print Your Name

Sign Your Name

Date

Emergency Contact Information: (Name / Phone Number / Relationship)

Home Address:

Appendix 1: Rules for Activities:

1. All participants must wear appropriate attire. Participants shall be required to wear: 1) long pants; 2) full coverage shoes (no sandals, flip-flops or open toed footwear) and socks; 3) a full coverage shirt, short or long-sleeved, that offers at least as much coverage as a standard crew-neck t-shirt. Participant is responsible for providing his/her own clothing, and additional clothing based upon weather conditions. Participant may be required to wear additional protective clothing gear provided by the Contractor, but no guarantee is made as to Participant's safety or the protectiveness of such additional clothing or gear provided. Participant may be required to provide his or her own protective equipment in form and content acceptable to Contractor. Activities may be terminated or not permitted for any person dressed inappropriately. Please inquire if you have questions about attire. If Participant is provided with any gear or protective clothing, or is directed to provide his or her own gear or protective clothing, Participant shall wear the same at all times during the Activities.
2. Participant shall be assigned to be accompanied by one or more Contractor personnel. Participant shall follow all directions provided by the identified Contractor personnel. Contractor personnel shall have the ability to terminate the Activities at any time and for any reason, but shall not be responsible for supervising Participant and shall not be responsible for ensuring Participant's safety.
3. Participant is responsible for his or her own meals and beverages.
4. Participant shall not take any photographs, video recordings, audio recordings, or otherwise document the Activities without the express, written permission of Contractor personnel being recorded.
5. Participant shall not use any cellular telephone or portable electronic device during Activities without the consent of the Contractor personnel accompanying Participant. Participant shall not make or receive phone calls, send or receive text messages or emails, or otherwise send voice or data communications during the Activities.
6. Transportation provided by Client (agency) or Participant.
7. Medical Insurance - Participant provides proof of disclaimer or coverage.
8. If Contractor personnel deem the Participant(s) to be incapable, uncooperative, or otherwise non-compliant, then he/she will be asked to leave training with no further participation until meeting with representative of the Client.
9. Participant shall bring various length leashes and control devices for the K9 participating in the training, along with all other standard issue police / K9 gear customarily available to participant.
10. Participants shall comply with all direction provided by Contractor with regard to the use or handling of firearms. At any point in training where any simulated firearm or training firearm is in use, or at any point where training firearms are being utilized to demonstrate use of force techniques, Participants shall strictly comply with all direction provided. AT NO TIME SHALL PARTICIPANTS DEPLOY OR POINT ANY LOADED FIREARM AT ANY PERSON UNDER ANY CIRCUMSTANCES DURING TRAINING, unless in response to an actual crime in

progress (and then pursuant to their applicable use of force policies from their home agency).
AT NO TIME SHALL A PARTICIPANT HAVE ON THEIR PERSON OR IN THEIR PRESENCE A
LOADED FIREARM WHEN SIMULATED FIREARMS ARE BEING DEPLOYED AS A TRAINING
TOOL. Participants shall safely secure loaded firearms when simulated firearms are being
utilized.