

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADISON BOARD OF EDUCATION
AND THE CITY OF MADISON REGARDING
WEAPONS DETECTION CANINE**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2025, by and between the City of Madison Board of Education (“COMBOE”) and the City of Madison (“City”), collectively referred to as “Parties.”

I. Purpose

The purpose of this MOU is to establish the applicable terms and conditions agreed between the parties for the acquisition, training, care, maintenance, and operational use of one (1) weapons detection dog (“K9”).

COMBOE will also pay for the costs associated with the initial training expenses of the K9 handler, as well as the following: outfitting one (1) existing City vehicle with a kennel and heat alert system; basic handler startup equipment for the handler; collapsible crate for home/travel use for the K9. The City will assume ownership of the K9s and will also provide for the recurring costs necessary to maintain the K9. This partnership aims to enhance school safety by utilizing the K9 for weapons detection within District properties while ensuring the well-being and effectiveness of the K9 through professional law enforcement support.

II. Responsibilities of COMBOE

COMBOE agrees to:

1. Provide \$41,071.00 in funding for the initial acquisition of the K9 and to pay for initial equipment and specialized training of the police officer in the City’s Police Department (“Department”), designated by the Department as the K9 handler for the K9 and for any District handler(s). If the initial costs associated with the acquisition of the K9, training and equipment exceed that sum, the parties will negotiate in good faith regarding payment of any excess amount.
2. Work collaboratively with the City in the selection and certification of the K9.
3. Allow the City to assume ownership of the K9 under this MOU and to provide for the daily care and deployment of the K9 in accordance with best practices for law enforcement service animals.
4. Authorize and permit access to the K9 and handler for deployment for school safety and security purposes, including weapons detection on or within COMBOE properties during, before or after school hours as deemed necessary or appropriate.
5. Permit City deployment of the K9 on an emergency or as-needed basis when such deployment will not interfere with or jeopardize use of the K9 for school safety and security purposes.

III. Responsibilities of the City

The City agrees to:

1. Designate a trained K9 police officer of the City (“Handler”) who will be responsible for the daily handling, training reinforcement, and deployment of the K9, including payment for specialized training for additional or replacement Handler(s) after the initial specialized training to be provided at COMBOE’s expense to initial Handler(s) designated by the City. All City-provided Handlers will be and remain employees of the City. The City will have sole responsibility for all personnel decisions made regarding a K9 Handler, however, COMBOE will retain the right to deny admission of any Handler to COMBOE facilities if it determines that the behavior or conduct of the Handler is not consistent with policies and procedures applicable to COMBOE employees, or that the presence of a particular Handler on COMBOE facilities is not in the best interest of COMBOE, its students, faculty, administrators or staff. In such event, COMBOE and City agree to work collaboratively on replacement of such Handler and payment of any attendant training costs.
2. Maintain and pay premiums for appropriate insurance coverage for the K9, in coverage and amounts acceptable to COMBOE and which lists COMBOE as an additional insured.
3. Pay for the cost of routine and emergency veterinary care, including vaccinations, medications, and medical procedures necessary for the K9’s health and effectiveness.
4. Provide for the recurring costs of the K9 (food, grooming, and any other necessary recurring costs) to maintain the well-being of the K9.
5. Ensure the K9 and Handler(s) receive ongoing training and certification to maintain proficiency in weapons detection.
6. Deploy the K9 daily within District schools, stadiums, parking lots, athletic fields, and other COMBOE properties according to a schedule set in coordination with the Safety and Security Coordinator and school administrators. On all such deployments, a City provided Handler will transport and accompany the K9 as needed for the deployment.
7. Retain responsibility for the K9’s off-duty housing and care at the Handler’s residence.
8. In the event of the death or other loss of the K9, coordinate application for any applicable insurance proceeds, and work with COMBOE toward acquisition, training and deployment of any replacement K9, applying such insurance proceeds toward costs incurred in doing so.

IV. Ownership and Retirement

1. The K9 shall remain the property of the City throughout its service life.
2. If the K9 is deemed unfit for service due to age, injury, or other factors, the Parties will jointly determine retirement procedures, including potential adoption by the Handler or other appropriate arrangements.
3. In the event of disputes regarding the K9’s use, care, or retirement, the Parties will engage in good-faith negotiations to resolve the matter.

V. Liability and Indemnification

1. COMBOE and City shall each be responsible for their respective employees, agents, and representatives in connection with the implementation of this MOU.
2. COMBOE shall not be liable for any actions taken by the City, its officers, or the Handler in the course of their duties.
3. The City shall, to the extent allowed by law, indemnify and hold harmless COMBOE from any liability arising from the K9s' deployment by the City outside of District property or unrelated to District safety operations.

VI. Term and Termination

1. This MOU shall take effect on the date of execution and remain in force for a period of five years, unless extended or terminated by mutual agreement.
2. Either Party may terminate this MOU with a 30-day written notice to the other Party.
3. Upon termination, the Ownership remains with the City and final disposition of the K9 will be determined.

VII. Miscellaneous Provisions

1. Amendments: This MOU may be amended only in writing, signed by both Parties.
2. Non-Binding Intent: This MOU is not intended to create any legally enforceable obligations beyond the specific terms outlined herein.
3. Governing Law: This MOU shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

Dr. Ed Nichols, Superintendent
City of Madison Board of Education

Paul Finley, Mayor
City of Madison

Attest:

Lisa D. Thomas
City Clerk-Treasurer