

TRANSFER OF RETIRED CANINE AGREEMENT

WHEREAS, the City of Margate utilizes trained police canines; and,

WHEREAS, police canines reside with its individually assigned police officer during active duty with the City of Margate; and

WHEREAS, the police officer and assigned canine develop a close personal relationship with each other after living, training, and working together over the course of time; and

WHEREAS, upon the retirement of police canines, the City of Margate wishes to transfer ownership of the retired canine to those police officers who have expressed a desire and willingness to care for the canine during its retirement years; and

WHEREAS, the City of Margate recognizes that it is in the best interest of the police canine to remain with police officers who wish to gain full ownership and assume care for the them after retirement; and

WHEREAS, in the event a City of Margate police canine handler does not wish to own the retired assigned canine, the Chief of Police may extend this Transfer of Retired Canine to other officers or any responsible person deem suitable, under the same terms and conditions noted herein.

NOW THEREFORE, in consideration of \$10.00 paid by _____ to the City of Margate (“City”), the parties agree as follows:

1. _____ (“Owner”) does hereby accept full ownership, care, and custody of, and liabilities for, the retired police canine known as _____ (“K9”).
2. The Owner agrees that he/she will be fully responsible for the care of the K9, and that the K9 would no longer be the property of the City upon the Owner’s acceptance of the K9 and the full execution of this agreement. The Owner accepts the K9 as is. By accepting the K9, the Owner agrees the City is no longer responsible for the care of the K9 for any previous, current, or future conditions, treatment, or maintenance, notwithstanding the terms and conditions contained within this agreement.
3. The Owner agrees to accept all liability for the actions of the K9 subsequent to his/her acceptance of the dog, and hereby releases the City, its officers, employees, and their heirs and assigns from any duties, obligations, or liabilities incurred for actions by and/or related to the K9, subsequent to the full execution of this agreement.

- 4. The City of Margate agrees to pay for an annual well patient medical examination with routine lab work, vaccines, heartworm and flea/tick medications, and food cost for the retired police canine for a period of two years from the date of full execution of this agreement, at a cost not to exceed \$1,800.00 annually.
- 5. The Owner agrees that he/she shall not transfer ownership of the above dog to any other individual within 365 days of the execution of this agreement.

ATTEST:

CITY OF MARGATE, FLORIDA

City Clerk Jennifer M. Johnson

Cale Curtis, City Manager

OFFICER:

Print Name: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

Date