

**CONTRACT FOR TRANSFER OF CANINE FROM THE CITY OF NORTH PORT, FLORIDA
TO CITY OF NORTH MIAMI BEACH, RELEASE AND INDEMNIFICATION**

This contract (the "Contract") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and City of North Miami Beach Police Department, whose principal place of business is 16901 NE 16th Avenue, North Miami Beach, Florida 33162 ("NMBPD"), collectively known as the "Parties".

WITNESSETH:

WHEREAS, the City owns and has in its possession a five (5) year old male unaltered, black and tan in color, German Shepherd, known as K-9 Officer Rio (referred to herein as the "Canine"), which has been part of the North Port Police Department's canine unit; and

WHEREAS, the City desires to transfer the Canine to NMBPD, an agency that desires to acquire the Canine for law enforcement purposes; and

WHEREAS, NMBPD accepts full responsibility for the Canine's care, management, and handling; and

WHEREAS, NMBPD is fully aware of the Canine's past temperament and having completed its own individual assessment prior to entering into this Contract, desires to accept ownership of the Canine; and

WHEREAS, NMBPD fully understands the dangers and risks of serious bodily injury associated with the Canine's breed, including permanent disability and death; and

WHEREAS, NMBPD is willing to assume said risks and dangers in order to take possession of the Canine; and

WHEREAS, the City and NMBPD, by execution of this document and in full consideration of the covenants contained herein do mutually contract for the full transfer of Canine, including any and all attendant ownership interests, possessory interest, obligations, responsibilities, and liabilities.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms set forth herein and other good and valuable consideration, the Parties agree as follows:

1. Transfer of Ownership.

- a. In exchange for NMBPD's payment of consideration in the amount of ten dollars (\$10.00), full receipt and sufficiency of which hereby acknowledged, the City agrees to transfer possession and ownership and to relinquish all claims of right, title, and interest in the Canine to NMBPD, within seven (7) days of the Effective Date of this Contract.
- b. The City shall provide all relevant veterinary records, training history, and behavioral reports to NMBPD at the time of transfer.

2. Effective Date

- a. This Contract will become effective on the date the last party approves or executes it (the "Effective Date").

3. Acknowledgment of Condition and Behavioral Issues

- a. NMBPD has conducted an independent, in-person assessment of the Canine prior to executing this Contract and acknowledges that it is fully aware of the Canine's behavior, current temperament, past behavior and any associated risks. NMBPD agrees that its acceptance of the Canine is made voluntarily and with full knowledge of the Canine's condition and training history.
- b. NMBPD accepts the Canine "as-is" and assumes all risks associated with these behaviors.

4. Assumption of Ownership Responsibilities

- a. NMBPD agrees to accept possession and ownership of the Canine and to assume all rights, liabilities, and responsibilities of ownership, including but not limited to the costs associated with medical care, food, and shelter. In accepting transfer and ownership of the Canine, NMBPD recognizes that the dog has received training in police procedures and tactics and assumes full responsibility for the Canine from the date of this Contract forward.
- b. NMBPD is aware of the nature of training the Canine has received and the work performed during the City's ownership, and understands the need to provide suitable shelter, maintenance, and reasonable surroundings in keeping with the Canine's previous training and work experience.

5. Release of Liability and Indemnification.

- a. **NMBPD agrees to assume any and all risks from the date of this Contract and NMBPD further agrees to forever release, indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the Canine's activities from the date of this Contract forward, including but not limited to: (1) negligence on the part of NMBPD; (2) acts the Canine engages in resulting from its prior or future training; (3) any other acts of the Canine, whether or not attributable to said training; and (4) NMBPD's use and/or possession of the Canine.**

6. Miscellaneous

- a. Authority to Execute. The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind the entity for which the person purports to act hereunder.
- b. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by the Parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Contract amendments on behalf of City that do not change the City's financial obligations under this Contract.
- c. Assignability. Unless otherwise permitted herein, neither party shall assign its rights or obligations under this Contract. Notwithstanding the foregoing, nothing herein shall prevent NMBPD from assigning, transferring, or otherwise conveying ownership or possession of the Canine, provided, however, that NMBPD's indemnification contained in paragraph 5, herein shall remain in full effect.
- d. Applicable Law and Venue. This Contract and all of the rights and obligations of the Parties hereunder shall be governed both procedurally and substantively by and construed according to the laws of the State of Florida. The Parties further agree that jurisdiction regarding the rights and obligations of all Parties under this Contract and all litigation resulting therefrom shall be vested in the Twelfth Judicial Circuit Court of Florida, in and for Sarasota County, Florida.
- e. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- f. Complete Agreement. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- g. No Warranties. NMBPD recognizes and agrees that the City makes no warranties, express or implied, as to the fitness and reliability of the Canine and specifically disclaims any warranties of merchantability, fitness, and suitability for a particular use or purpose. NMBPD further understands that the City makes no representations concerning the Canine's current or future health.
- h. Governmental Immunity. The City does not waive any protections, available defenses, or limitations of actions to which the City may be entitled in accordance with Florida Statutes Section 768.28 and all other applicable laws.

- i. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- j. Severability. In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- k. Termination. The City and NMBPD agree that any non-conformance of any term contained within this document shall serve as a material breach of this Contract. Any material breach of this Contract shall immediately cause the breaching party to be liable for any actual damages, consequential damages, incidental damages, equitable damages, or punitive damages available in law or equity. A breach of this Contract shall in no way affect any obligation either party to this Contract has regarding the validity of the release and indemnification described in paragraph 5.

(This space left intentionally blank; signature page to follow)

Approved by the City Commission of the City of North Port, Florida on _____, 202__.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST,
MMC, FCPC CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates identified below.

Date: 01/06/26

CITY OF NORTH MIAMI BEACH
POLICE DEPARTMENT

By: [Signature]
Name: JUAN F. PEREZ
Title: CHIEF OF POLICE

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of JANUARY 2026 by JUAN F. PEREZ (name), as CHIEF OF POLICE (title) for CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT (entity).

[Signature]
Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

