

CANINE DONATION AGREEMENT

This Agreement is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (the "City") and Shawn and Michelle Galiher (the "Donor"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Donor was the lawful owner of a one-year-old yellow Labrador Retriever (the "Canine"); and

WHEREAS, pursuant to a written donation letter dated February 9, 2026, and attached hereto as Exhibit A, the Donor previously donated and transferred possession and ownership of the Canine to the City; and

WHEREAS, the Parties desire to memorialize, confirm, and formalize the prior donation and transfer of the Canine and to set forth the respective rights and responsibilities relating to such transfer;

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. Description of Canine

Breed: Labrador Retriever
Sex: Male
Date of Birth: 02/21/2025
Color/Markings: Yellow
AKC Registration No.: Not Applicable

2. Transfer of Ownership

The Donor affirms that the donation and transfer of full ownership of the Canine to the City has already occurred, effective as of February 9, 2026, as reflected in the Donor's written donation letter.

By this Agreement, the Parties acknowledge and confirm that the City is the sole lawful owner of the Canine as of the Transfer Date. The Donor hereby again releases and relinquishes any rights, title, interest, or claims to the Canine, including possession and control. This donation is voluntary, permanent, and unconditional.

3. Donor Representations

The Donor represents that:

- a. The Donor was the lawful owner of the canine prior to the Transfer Date; and

- b. The Donor had full authority to transfer ownership of the Canine to the City and has done so; and
- c. The Donor has provided accurate information regarding the Canine.

4. No Warranties

The Canine is donated "as is". The Donor makes no warranties, express or implied, regarding the Canine's health, temperament, behavior, or future performance.

5. Health Records and Documentation

The Donor agrees that all available veterinary records, vaccination history, microchip information, AKC registration documents, and other relevant documentation have been provided to the City or will be provided promptly upon request.

6. Registration Transfer

The Donor agrees to complete any AKC or other applicable registration transfer forms necessary to reflect the City as the lawful owner of the Canine.

7. Acceptance and Terms of Ownership

- a. The City acknowledges that it previously accepted possession and ownership of the Canine as of the Transfer Date and assumes all rights, liabilities, and responsibilities of ownership, including but not limited to the costs associated with medical care, food, and shelter.
- b. The City has sole discretion regarding the Canine's care, training, and deployment as part of its Police Department operations.

8. Miscellaneous

- a. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- b. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement 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 Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

- c. Assignment. Neither Party may assign this Agreement unless expressly permitted in writing by the other Party.
- d. Complete Agreement. This Agreement 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 Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- e. Governmental Immunity: Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any protections, defenses, or limitations of liability provided under Section 768.28, Florida Statutes, or any other applicable law.
- f. Governing Law and Venue. This Agreement and all of the rights and obligations of the Parties hereto 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 Agreement and all litigation resulting therefrom shall be vested in the Twelfth Judicial Circuit Court of Florida, in and for Sarasota County, Florida.
- g. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- h. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

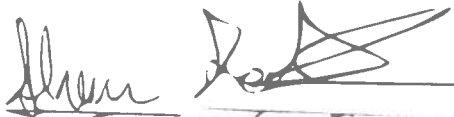
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Approved by the City Commission of the City of North Port, Florida on _____, 20____.

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

Date: _____

Shawn Galiher
Michelle Galiher


Name: Shawn Galiher
Title: _____


Name: Michelle Galiher
Title: _____

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY