

CANINE TRANSFER 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 ("City") and Justin Lindsey ("Transferee"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns and has in its possession a six-year-old, male, neutered, black German Shepherd, known as K-9 Officer Archer (referred to herein as the "Canine"), which has been an active member of the North Port Police Department's canine unit; and

WHEREAS, Transferee was the designated handler of the Canine from August 21, 2021, to current date, and during that timeframe participated in a substantial amount of training with the Canine; and

WHEREAS, the City desires to retire the Canine, which now has no useful purpose and no value for the City or any other entity; and

WHEREAS, Transferee desires to accept ownership of the Canine; and

WHEREAS, Transferee fully understands that this breed of dog, in general, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis, and even death; and

WHEREAS, Transferee is willing to assume said risks and dangers in order to take possession of the Canine and provide for its care.

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. The City agrees to transfer possession and ownership and to relinquish all claims of right, title, ownership, and possession to the Canine to Transferee, effective immediately upon all Parties signing this Agreement.
2. Acceptance and Terms of Ownership.
 - a. Transferee 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 the medical care, food, and shelter for the Canine.
 - b. Transferee agrees not to offer or put the Canine into service as a drug, patrol, passive or dual purpose dog for any private or public entity at any time, including actual use in narcotics searches, detection, patrol, passive, or dual purpose functions, as well as for any training associated with narcotics, searches, detection, patrol, passive or dual purpose functions. Transferee further agrees not to personally use Canine for narcotics detection or patrol, passive, or dual-purpose functions.
 - c. Transferee agrees to use the Canine only as a pet, but except as set forth herein, may train the Canine and enter competitions.

- d. Transferee agrees that Canine's certification for conducting narcotics detection, searches, patrol, passive, or dual-purpose functions will expire upon Canine's retirement from service with the City as of the date of this Agreement. Transferee agrees not to attempt to recertify Canine for narcotics detection, searches, patrol, passive, or dual-purpose functions. Transferee agrees not to retrain Canine for other police-related services (*i.e.*, patrol, search, etc.) for the purposes of financial gain.
 - e. Transferee is aware of the nature of training the Canine received and the nature of the work that the Canine performed during the City's ownership and understands the need to provide the Canine with suitable shelter, maintenance, and reasonable surroundings in keeping with the Canine's training and work experience. Transferee agrees to take all reasonable measures to ensure the Canine is not possessed, housed, maintained, and/or owned in a negligent or reckless manner, including ensuring that all precautions are taken to ensure that no person is bitten or otherwise harmed by the Canine.
 - f. Transferee agrees to possess, house, maintain, and care for the Canine in full compliance with Florida Statutes Chapters 767 and 828, and all applicable state and local laws that concern dogs.
 - g. Transferee agrees to possess, house, maintain, and care for the Canine in full compliance with all North Port Police Department policies or protocols regarding the handling of police-trained dogs.
3. Acknowledgement of Training. In accepting transfer and ownership of the Canine, Transferee recognizes that said dog has received training in police procedures and tactics and by acceptance of this dog, Transferee assumes entire responsibility for the Canine from the date of this Agreement forward.
4. Release of Liability and Indemnification.
- a. **Transferee agrees to assume any and all risks from the date of this Agreement and Transferee further agrees to 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 Canine's activities from the date of this Agreement forward, including but not limited to: (1) the transfer of the Canine, including negligence on the part of Transferee or the City; (2) acts the Canine engages in resulting from its training; (3) any other acts of the Canine, whether or not attributable to said training; and (4) Transferee's use and/or possession of the Canine.**
 - b. **Transferee further expressly agrees to indemnify the City, its officers, employees, and agents, and agrees to hold them harmless from any and all claims and actions for personal injury, death, or property damage and from any other losses, and all damages, charges, or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer of possession and/or ownership of the Canine.**

5. No Warranties. The Parties recognize and agree 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. Transferee further understands that, in consideration of this transfer, the City makes no representations concerning the Canine's current or future health. Transferee accepts the Canine "as is" and assumes all responsibility and obligations for the condition, care, acts, and behavior of the Canine.
6. Secondary Transfer of Canine Prohibited. Transferee shall not sell, transfer, or give the Canine to any individual or entity without first obtaining the express written consent of the City Manager or designee. Transferee agrees not to sell, loan, or give Canine away for the purpose of engaging in narcotics detection, searches, or patrol functions.
7. 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.
8. Amendments to Agreement. The Parties agree that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.
10. Applicable Law and Venue. This Agreement and all 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.
11. 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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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates identified below.

Date: _____

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

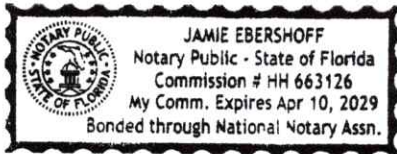
TRANSFEEE

[Signature]
JUSTIN LINDSEY

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of March 2020 by Justin Lindsey.



[Signature]
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____