

K-9 RELEASE AGREEMENT

This agreement (herein referred to as "Agreement"), entered and made by and between the CITY OF RACINE (herein referred to as the "City") and Former Police Officer David Arvai (herein referred to as "Officer Arvai") is made with reference to the following:

WHEREAS Officer Arvai was until his retirement on January 22, 2026, a member of the City of Racine Police Department and was assigned a K-9 as part of the Patrol Division;

WHEREAS Officer Arvai was tasked with the care, custody, and control of a police dog named Karma (herein referred to as "K-9 Karma") in conjunction with his assignment as a K-9 handler;

WHEREAS K-9 Karma has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by Officer Arvai;

WHEREAS the sale or transfer of K-9 Karma to a person other than Officer Arvai could potentially expose the City to liability based upon the possibility that K-9 Karma may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based upon prior training;

WHEREAS the age of K-9 Karma and her current physical condition preclude any further service with the City of Racine Police Department, and K-9 Karma has been retired since January of 2026; and

WHEREAS Officer Arvai has been K-9 Karma's handler since her purchase by the City.

NOW THEREFORE,

1. City hereby transfers possession and ownership of K-9 Karma to Officer Arvai, in exchange for Officer Arvai doing all the following:
 - a. Assume ownership and full responsibility for the care, maintenance, food, housing, medical, and all other expenses that result from or arise out of K-9 Karma's care;
 - b. Defend, indemnify, and hold harmless the City and its officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises out of, or is in any way related to, K-9 Karma or Officer Arvai's actions with K-9 Karma outside the course and scope of employment.
 - c. Acknowledge and assume all risks for the medical care and health condition of K-9 Karma, whether known or unknown at the time of this Agreement; and
 - d. Waive any right Officer Arvai may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising

out of or in any way related to Officer Arvai's ownership and possession of K-9 Karma.

2. Officer Arvai acknowledges that he has read this Agreement in full and understands its terms and conditions, and Officer Arvai further understands that he is giving up substantial rights by the signing of this Agreement.
3. City relinquishes ownership and possession of K-9 Karma to Officer Arvai upon execution of this Agreement.
4. This Agreement constitutes the entire understanding of the parties and may not be amended.

The parties execute this Agreement this _____ day of _____, 2026.

CITY OF RACINE

BY: _____
Cory Mason, Mayor

ATTEST:

BY: _____
Tara McMenamin, City Clerk

OFFICER ARVAI

BY: _____
David Arvai

APPROVED AS TO FORM:

Scott R. Letteney, City Attorney