

K-9 RELEASE AGREEMENT

This agreement, entered into and made by and between the CITY OF RACINE (herein referred to as the “City”) and Officer David Arvai (herein referred to as the “Officer”) is made with reference to the following:

WHEREAS, Officer is a member of the City of Racine Police Department and was assigned a K-9 as a Patrol Officer in the Patrol Division;

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

WHEREAS, Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer;

WHEREAS, the sale or transfer of Dog to a person other than Officer could potentially expose the City to liability based upon the possibility that Dog 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 Dog and its current physical condition preclude any further service with the City of Racine Police Department, and Dog has been retired since June of 2021; and

WHEREAS, Officer has been Dog’s handler since its purchase by the City in January of 2012.

NOW THEREFORE,

1. City hereby transfer possession and ownership of Dog to Officer, in exchange for Officer doing the following:
 - a. Assume ownership and full responsibility for the care, maintenance, food, housing, medical and any and all other expenses that result from or arise out of Officer’s ownership of Dog;
 - 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, Dog or Officer’s actions with Dog outside the course and scope of employment;
 - c. Acknowledge and assume all risks for the medical care and health condition of Dog, whether known or unknown at the time of this agreement;

- d. Waive any right Officer 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's ownership and possession of Dog.
2. Officer acknowledges that he or she has read this agreement in full and understands its terms and conditions, and further understands that Officer is giving up substantial rights by signing of this agreement.
3. City relinquishes ownership and possession of the Dog to Officer upon execution of this agreement.
4. This agreement constitutes the entire understanding of the parties and may not be amended.

In witness thereof, the parties have executed this agreement this _____ day of November, 2021.

Witnessed

CITY OF RACINE

BY: _____
Cory Mason, Mayor

ATTEST:

BY: _____
Tara Coolidge, City Clerk

OFFICER

BY: _____
David Arvai

APPROVED AS TO FORM:

Scott R. Letteney, City Attorney