

CITY OF RACINE K-9 PURCHASE AGREEMENT

This agreement, entered into and made by and between the CITY OF RACINE (herein referred to as the "City") and Officer Steve Beal (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 "Dixie ("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 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 August 31, 2021; and

WHEREAS, Officer has been Dog's handler since its purchase by the City on November 5, 2016.

NOW, THEREFORE, the parties agree that the City shall sell Dog to Officer subject to the following conditions:

1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of the Dog upon execution of this contract and payment of \$1.00;
2. Officer agrees and hereby assumes 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;
3. City will have no further responsibility of liability for Dog or Dog's care;
4. Officer agrees to 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;

5. Officer acknowledges and assumes all risks for the medical care and health condition of Dog, whether known or unknown at the time of this agreement;
6. Officer gives up and waives any right he 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;
7. 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;
8. 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 September, 2021.

Witnessed

CITY OF RACINE

BY: _____
Cory Mason, Mayor

ATTEST:

BY: _____
Tara Coolidge, City Clerk

OFFICER

BY: _____
Steve Beal

APPROVED AS TO FORM:

Scott R. Letteney, City Attorney