

MERCED POLICE DEPARTMENT CANINE TRANSFER CONTRACT

This AGREEMENT made and entered into in the City of Merced, State of California, this _____ day of _____, 2023, by and between the City of Merced, a municipal corporation of the State of California, hereinafter referred to as “CITY”, and Angela Henke, former canine handler for the Merced Police Department, hereinafter referred to as “HANDLER”.

Whereas, Canine “Sam” has been with the Merced Police Department since January of 2017. “Sam” has served the city for five (5) years. “Sam” was born in July of 2014 and was 8.5 years old as of January 2023. “Sam” has had a long and distinguished career as a police protection and narcotics dog. *HANDLER* acknowledges that he/she has received training on how to care for a retired police canine. “Sam” has reached an age where his health has declined, and he is slowing down. His ability to continue to do police work at an acceptable level no longer exists, and it is recommended he be retired from service.

Whereas, *HANDLER* wishes to assume ownership and take possession of that certain retired City of Merced police canine named “Sam”. *HANDLER* was previously the assigned canine handler for “Sam”.

NOW, THEREFORE, in consideration of this AGREEMENT, the parties hereto agree as follows:

1. In exchange for the monetary consideration of the payment of the sum of one dollar (\$1.00) to the City of Merced and the obligations being assumed by *HANDLER*, *CITY* hereby transfers ownership and responsibility for “Sam” to *HANDLER* pursuant to Merced Municipal Code Section 3.04.370.

2. *HANDLER* agrees to assume ownership of “Sam”, and further agrees to keep the aforementioned canine within a secure kennel of appropriate size with a cover at all times when he/she is not at home to care for the dog.

3. *HANDLER* further agrees to assume all liability for risks and dangers relating to his/her ownership of the subject police canine on and after the aforementioned date, and to indemnify and hold *CITY* harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police canine on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the new owner’s assumption of ownership on the date identified herein.

4. *HANDLER* acknowledges that he/she has read the foregoing AGREEMENT and understands that it is contractual in nature and understands each of its provisions.

IN WITNESS WHEREOF

HANDLER

Angela Henke Date

CITY of Merced

City Manager Date

APPROVED AS TO FORM:

BY: *R. Doyle* 10/5/2023
City Attorney Date