

DRUG DOG AGREEMENT

This Drug Dog Agreement (the "Agreement"), dated ____ of _____, 2024, ("the Effective Date") is entered into between Middlebury School Corporation, an Indiana corporation, located at 56853 Northridge Drive, Middlebury, Indiana 46540 (the "School") and the Town of Bristol, Indiana and the Bristol Police Department ("collectively Bristol PD"), located at 303 E. Vistula Street Bristol, IN 46507, and collectively, the "Parties" states:

WHEREAS, the School has purchased and owns a Drug Dog named Raider (the "Drug Dog"), to assist with drug and tobacco searches during the school year;

WHEREAS, the School Resource Officer Gary Smith ("Smith") currently houses, manages, and cares for the Drug Dog;

WHEREAS, Smith is transferring to Bristol PD and taking the Drug Dog with him;

WHEREAS, Bristol PD will be taking ownership of the Drug Dog;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Ownership and Residence.** The School owns the Drug Dog and is transferring ownership to Bristol PD upon its employment of Smith.

2. **Expenses.** All food, veterinary appointments, grooming, toys, treats, and any other expenses related to the Drug Dog will hereafter be the responsibility of Bristol PD fully or as otherwise agreed upon between Smith and Bristol PD. The School shall not be responsible for any such expense which occur after the Effective Date herein and Bristol PD shall not be responsible for any such expenses which predate the Effective Date herein

3. **Exercise and Training.** It will be the responsibility of Bristol PD to continue the Drug Dog's exercise and training requirements. The Drug Dog is trained to detect unlawful substances, such as narcotics and marijuana, as well as tobacco and nicotine. The School shall not be responsible for any exercise and training requirements following the Effective Date

4. **Insurance.** The Drug Dog will be covered by appropriate coverage of liability insurance. Bristol PD shall, at its cost, purchase the required insurance following the Effective Date. Smith shall have the insurance information with him at all times when they are with the Drug Dog. The School shall not be responsible for payment of any such insurance premium or other expense following the Effective Date.

5. **Chip and Tags.** The Drug Dog possesses an identification chip along with identification tags on the collar. The chip identifies the School as the Drug Dog's owner but identifies Smith as the contact point if the Drug Dog is lost. Bristol PD shall appropriately and promptly update that identification information showing Bristol PD as owner of the Drug Dog.

6. **School Searches.** The Drug Dog was originally purchased for the School's drug and tobacco/nicotine searches on the school grounds. The School will still need to perform such searches. Bristol PD agrees to perform up to four (4) searches per school year at no cost to the School. Any searches in excess shall be paid for by the School at an agreed upon price.

7. **Indemnification.** To fullest extent permitted by law, each party herein agrees to keep the School, its agent indemnify and hold harmless the other party, including its directors, officers, agents, and employees free, harmless, and indemnify them from and against all from any third-party claims, suits, or causes or actions of action arising from or in any way out of the performance of duties by or relating to the Drug Dog while owned by Bristol PD, that are alleged to have occurred during each party's ownership or beneficial use.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the date first written above by their respective officers.

"THE SCHOOL"

Middlebury School Corporation

By: _____
Dr. Jason Snyder, Superintendent

"Bristol PD"

Bristol Police Department

By: _____
