

**AGREEMENT BETWEEN THE CITY OF CHIPLEY, FLORIDA AND OFFICER  
JAMES WEBB FOR THE USE OF TRAINED K-9 FOR CITY LAW ENFORCEMENT  
PURPOSES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF CHIPLEY, FLORIDA**, a Florida municipal corporation, with a mailing address of Post Office Box 1007, Chipley, Florida 32428 hereinafter referred to as the "City," and **OFFICER JAMES WEBB**, with a mailing address of \_\_\_\_\_ hereinafter referred to as the "Handler," for the use of the trained K-9 named Chase, hereinafter referred to as the "K-9," for law enforcement purposes within the City.

**WHEREAS**, the City of Chipley seeks to enhance its law enforcement capabilities through the utilization of specially trained K-9 units; and

**WHEREAS**, Officer James Webb is a duly appointed and acting law enforcement officer of the City, who has been trained in the handling of K-9 units and is the handler of a trained K-9 named Chase, hereinafter referred to as the "K-9"; and

**WHEREAS**, the City desires to employ the services of the "K-9" under the care and command of the "Handler" for the purpose of conducting law enforcement activities within the jurisdiction of the City; and

**WHEREAS**, the "Handler" has agreed to deploy the "K-9" for the benefit of the City's law enforcement efforts, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:**

The purpose of this Agreement is to outline the terms and conditions under which Officer James Webb agrees to deploy the K-9 for law enforcement activities within the City of Chipley.

**2. K-9 Utilization:**

Officer James Webb agrees to deploy the K-9 for law enforcement activities, including but not limited to:

- Narcotics detection

**3. Responsibilities of Officer James Webb:**

Officer James Webb agrees to the following responsibilities:

- Ensure the health, safety, and welfare of the K-9 at all times.

- Provide proper care, feeding, and veterinary services for the K-9 as needed.
- Maintain the K-9's training and proficiency in accordance with law enforcement standards.
- Abide by all applicable laws, regulations, and departmental policies governing the use of K-9 units.

#### **4. City's Responsibilities:**

The City agrees to the following responsibilities:

- Provide necessary support and resources for the deployment of the K-9.
- Reimburse Officer James Webb for reasonable expenses related to the care and maintenance of the K-9, subject to budgetary constraints.
- Ensure that Officer James Webb receives appropriate training and support for the handling of the K-9.

#### **5. Liability:**

To the extent permissible by Florida law, both parties agree to indemnify and hold harmless each other from any claims, damages, or liabilities arising out of the use of the K-9, except in cases of willful misconduct or negligence.

#### **6. Term and Termination:**

This Agreement shall commence on [insert start date] and shall remain in effect until terminated by either party upon written notice to the other party.

#### **7. Amendment:**

Any amendment to this Agreement must be made in writing and signed by both parties.

#### **8. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

(THIS SPACE LEFT INTENTIONALLY BLANK, SIGNATURES TO FOLLOW)

**CITY OF CHIPLEY, FLORIDA**

**OFFICER JAMES WEBB**

By: Tracy Andrews, its Mayor

ATTEST:

Witness:

\_\_\_\_\_  
Sherry Snell, City Clerk

\_\_\_\_\_  
Print Name: \_\_\_\_\_