

## **Retired Police Service Dog Agreement**

Effective June 10, 2024, The City of Tumwater (“City”) and [K9 Handler] Russell Mize (“Caregiver”) agree to the following regarding the disposition of “James”, a retired police service dog formerly with the City of Tumwater Police Department K9 Unit.

1. Caregiver acknowledges that City has determined that the above referenced police service dog (“the dog”) is no longer of benefit to City.
2. Caregiver agrees to purchase the dog from City for the sum of \$1.00.
3. Caregiver agrees to purchase the dog voluntarily and solely at his own request.
4. Caregiver acknowledges that Caregiver is assuming the care giving duties for the dog voluntarily and not at the direction of any person associated with City.
5. Caregiver agrees to assume all care giving costs incurred by owning the dog, including but not limited to: food, shelter, grooming and medical expenses.
6. Caregiver acknowledges that the pay incentive normally granted to active Tumwater Police Department K9 officers will not continue if Caregiver is not a current K9 officer.
7. Caregiver agrees to indemnify, hold harmless, and defend City, including its City Council, officers, agents, and employees from any and all liability, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts or omissions of the Caregiver while Caregiver owns the dog or from the acts of the dog after the date of this Retired Police Service Dog Agreement (“Agreement”).

8. Caregiver agrees to maintain and, upon request, present evidence to the Risk Manager that Caregiver has reasonable insurance coverage for homeowners or renters.
9. Caregiver understands that the dog has received training in police canine procedures and tactics, including attack training and other forms of aggressive conduct. Caregiver warrants that they are fully aware of the dog's training and history. Caregiver warrants that they are fully capable of safely handling the dog.
10. Caregiver agrees that this Agreement contemplates personal performance by Caregiver and is based on determination of Caregiver's unique competence and experience in caring for Police Service Dogs. Caregiver agrees not to sell, assign or transfer any rights to the dog.
11. Caregiver and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Caregiver and City.
12. Caregiver and City agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF TUMWATER

CAREGIVER

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Lisa Parks, City Administrator

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Russell Mize [K9 Handler]

APPROVED AS TO FORM

APPROVED AS TO CONTENT

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Karen Kirkpatrick, City Attorney

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Jon Weiks, Chief of Police