

17-0809

Public
Safety
8-21-17

CONSENT

CITY OF MANITOWOC K-9 PURCHASE AGREEMENT

This agreement between the City of Manitowoc, WI (City) and Officer Jason Koenig (Officer) is made with reference to the following:

1. Officer is a member of the Manitowoc Police Department and was assigned as a K-9 Handler on the Patrol Division.
2. Officer was in conjunction with his assignment as a K-9 Handler, given the care, custody and control of a police dog named "Ully" ("Dog").
3. Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
4. 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.
5. Age of Dog and current physical condition preclude any further service with the City, and Dog has been retired since March 31, 2017.
6. Officer has been Dog's handler since its purchase by the City. It is therefore the City's intent to sell Dog to Officer subject to the conditions specified in this agreement.

Now, therefore, the parties agree as follows:

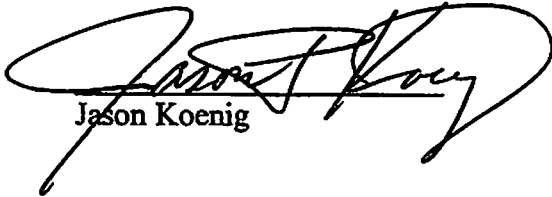
1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of the Dog upon execution of this contract and payment of \$1.00.
2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, 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 with the exception of the following:
 - a. Any unpaid veterinary expenses incurred by Dog up to the date of transfer shall be the responsibility of City. These veterinary expenses shall include any unpaid balance currently being considered by City, expenses not covered by the Dog's insurance carrier and any other expenses either known or unknown at the time of retirement.
 - b. In recognition of Dog's years of service to City, should euthanasia become necessary due to Dog's deteriorating condition, City shall reimburse veterinary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Officer.
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, and to carry appropriate liability insurance coverage for Dog.

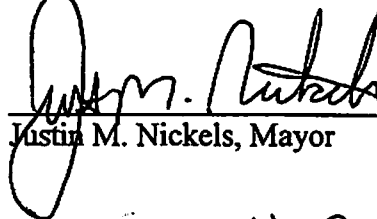
5. Officer gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim or liability arising out of or in any way related to Officer's ownership and possession of Dog.
6. This agreement constitutes the entire understanding of the parties and may not be amended.

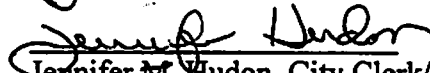
In witness thereof, the parties have executed this agreement this 2ND day of May, 2017.

OFFICER


Jason Koenig

CITY


Justin M. Nickels, Mayor


Jennifer M. Hudon, City Clerk/Deputy City
Treasurer

This agreement was drafted by Kathleen M. McDaniel, City Attorney