

**CANINE TRANSFER AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND THE METROPOLITAN POLICE DEPARTMENT**

This CANINE TRANSFER AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE METROPOLITAN POLICE DEPARTMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Las Vegas (the "City") and the Metropolitan Police Department ("Metro"). The City and Metro may hereinafter be referred individually as a "Party" or collectively as the "Parties."

**RECITALS**

1. The City of Las Vegas, through its Department of Detention and Enforcement (the "Department"), owns one K-9 dog, Bosco that was primarily used by City detention officers in the City's detention facility for law-enforcement purposes. Bosco's current value is approximately \$2500.
2. The Department has recently decided to cease its K-9 operations, and Metro indicated an interest in "adopting" Bosco for use as police dog, as Metro desires to increase staffing in its K-9 unit.
3. The City currently funds a portion of Metro's yearly expenses, and finds that there can be a substantial savings to Metro if the City transfers without consideration Bosco to Metro, instead of the purchase of new K-9 dog by Metro.
4. Pursuant to NRS 268.008, the City can "dispose" of its personal property for the public benefit, and the City desires to dispose of its "personal property," Bosco, by transferring without consideration the dog to Metro. Metro desires to take ownership of Bosco, and that Bosco will be used to assist in Metro's law enforcement obligations to the residents of the City.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. Transfer of Bosco. Within seven days of the execution of this Agreement by both Parties, the Department shall deliver Bosco (the "Dog") to an authorized representative of Metro. The transfer of Bosco includes the transfer of the equipment and gear possessed by the City for the care and handling of the Dog. The City shall also deliver any and all medical records for the Dog to Metro.
2. Public Benefit. The Parties acknowledge that the Dog will be assigned for duty throughout the Las Vegas Valley upon transfer to Metro, but Metro acknowledges that it

will respond to situations with Metro K-9's where assistance is necessary to protect the health, safety, and welfare of the City residents.

3. Metro Representations.

a. Metro understands and acknowledges that an employee of Metro trained in the handling of police service dogs reviewed the service and medical record of the dog and Metro is aware of each its temperament, current medical condition and general character and such employee is satisfied with the Dog's temperament, current medical condition and general character.

b. Metro understands and acknowledges that the dog must be used in active police service until such time as the dog is medically unfit for active service, or found to be too vicious for active service.

c. Metro understands and acknowledges that it may not transfer ownership of the dog (prior to retirement of the dog) to another party without the express approval of the City.

4. Indemnification. Metro assumes all responsibility for the actions of the Dog after the transfer of the Dog is complete. Metro will hold the City harmless, and agrees to indemnify and defend the City, its elected officials, officers or employees for any personal or property damage, injury or death caused by the Dog after transfer. Transfer is deemed complete once the Dog is delivered to an employee of Metro, and the failure of the City to deliver all equipment, gear and medical records does not render "transfer" of the dog incomplete.

5. Entire Agreement/Modification. This writing constitutes the entire agreement of the Parties. No modification or amendment to this Agreement may occur unless specifically approved by the Parties in writing.

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

METROPOLITAN POLICE DEPARTMENT

By: \_\_\_\_\_

CITY OF LAS VEGAS

By: \_\_\_\_\_

OSCAR B. GOODMAN, Mayor

ATTEST: \_\_\_\_\_

BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JAMES B. LEWIS, Deputy City Attorney