

**CANINE TRANSFER AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND THE NEVADA DEPARTMENT OF PUBLIC SAFETY**

This CANINE TRANSFER AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE NEVADA DEPARTMENT OF PUBLIC SAFETY ("Agreement") is made and entered into this 19th day of September, 2008, by and between the City of Las Vegas (the "City") and the Nevada Department of Public Safety ("NDPS"). The City and NDPS 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 two K-9 dogs, Evita and Bronco, that were primarily used by City detention officers in the City's detention facility for law-enforcement purposes. Evita's current value is approximately \$1,000.00, and Bronco's current value is \$1,000.00. Associated K-9 equipment is currently valued at approximately \$500.00.
2. The Department has recently decided to cease its K-9 operations, and NDPS indicated an interest in "adopting" Evita and Bronco for use as police dogs.
3. The City finds that there can be a substantial savings to NDPS if the City donates Evita and Bronco to NDPS, instead of the purchase of new K-9 dogs by NDPS.
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," Evita and Bronco, by donating the dogs and associated K-9 equipment to NDPS. NDPS desires to take ownership of Evita and Bronco, and that Evita and Bronco to assist in NDPS's law enforcement obligations to the residents of the City.
5. NDPS is accepting the gift pursuant to NRS 353.335(5), and by signing the Agreement, NDPS certifies that specific permission has been obtained as required by statute.

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. Donation of Evita and Bronco. Within seven days of the execution of this Agreement by both Parties, the Department shall deliver Evita and Bronco (the "Dogs") to an authorized representative of NDPS. The donation of Evita and Bronco includes the donation of the equipment and gear possessed by the City for the care and handling of the Dogs. The City shall also deliver any and all training, maintenance, medical records and certifications for each of the Dogs to NDPS.

Dogs. The City shall also deliver any and all training, maintenance, medical records and certifications for each of the Dogs to NDPS.

2. Public Benefit. The parties acknowledge that dogs the will be assigned for duty throughout the State of Nevada upon transfer, but NDPS acknowledges that it will respond to situations with DPS K-9's where assistance is necessary to protect the health, safety, and welfare of the City residents.

3. NDPS Representations.

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

b. NDPS understands and acknowledges that each dog must be used in active police service until such time as the dog is medically unfit for active service, or retire from active service.

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

4. Indemnification. NDPS assumes all responsibility for the actions of the dogs after the transfer of the dogs is complete. NDPS 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 dogs after transfer. Transfer is deemed complete once the dogs are delivered to an employee of NDPS, and the failure of the City to deliver all equipment, gear and medical records does not render "transfer" of the dogs incomplete.

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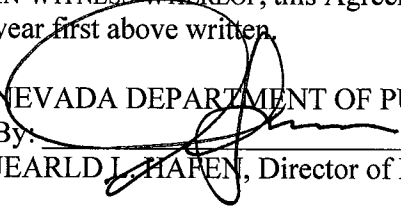
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5. Entire Agreement/Modification. This writing constitutes the entire agreement of the Parties. No modification or amendment to this Agreement may occur unless specifically approved by the Parties in writing.

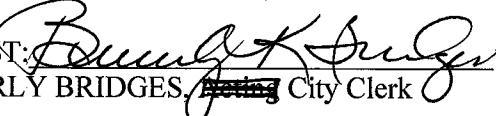
IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

NEVADA DEPARTMENT OF PUBLIC SAFETY


By: 
JEARLD J. HAFEN, Director of Public Safety

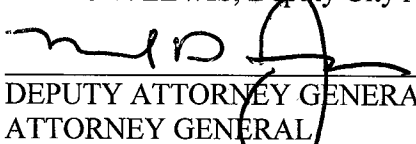
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST: 
BEVERLY BRIDGES, ~~Acting~~ City Clerk

APPROVED AS TO FORM:

 for 9/18/08
JAMES B. LEWIS, Deputy City Attorney

 9/18/08
DEPUTY ATTORNEY GENERAL for
ATTORNEY GENERAL