

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main St., Monroe, NC 28112 ("Union"), and SHILO GARNER, whose address is \_\_\_\_\_ ("Officer").

W I T N E S S E T H

WHEREAS, the Union County Sheriff's Office currently owns a dog named **Kobe** used for sniffing for the presence of explosives (the "dog"); and

WHEREAS, the Sheriff's Office now plans to retire the dog from service, and Union therefore considers the dog to be surplus property; and

WHEREAS, the Officer is employed with the Union County Sheriff's Office and Sergeant Shilo Garner **has worked as the dog's handler**, and now wishes to purchase the dog from Union County.

WHEREAS, Union is authorized to sell the dog by private sale pursuant to North Carolina General Statutes §§ 160A-266 and 160A-267.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Union agrees to sell the dog to Officer for a cost of One Dollar (\$1.00). Officer agrees that upon sale of the dog to Officer, Union shall have no further responsibility related to the dog's care, activities, or actions.

2. Officer agrees to protect, defend, indemnify and hold harmless Union County, its respective agents, officers and employees free and harmless from and against all losses, professional fees, damages, costs, and other expenses or liabilities of every kind and character arising out of relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of acts of the dog following its sale to Officer that are due, in whole or in part, to the negligence of the Officer.

3. Officer waives, releases and discharges Union County, its respective agents, officers and employees of and from any and all claims, damages, demands, costs, liability and causes of action whatsoever that may arise as a result of any acts of the dog following its sale to Officer, including but not limited to, any claims, causes of action, liability, damages, demands and costs related to loss of or injury to any of the Officer's persons or property. This waiver and release shall inure to the benefit of Union County, and shall bind the Officer along with **his** heirs, legal representatives, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed, this the day and year first above written.

ATTEST:

UNION COUNTY

BY: \_\_\_\_\_  
Lynn West, Clerk to the Board

BY: \_\_\_\_\_  
William M. Watson, County Manager

WITNESS:

**Shilo Garner**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved As to Legal Form \_\_\_\_\_