

AGREEMENT

This Agreement is made as of August 22, 2023 by and between the Montgomery County Sheriff Office with offices located at 200 Clark Dr., Fultonville, NY 12072, County of Montgomery with offices located at 20 Park Street, Fonda NY 12068 and Jason R. Nare who resides at 807 Indian Road, Fort Plain, NY 13339.

WHEREAS, the Montgomery County Sheriff's Office has benefited from the service of a police dog named Ginger in its K-9 Unit; and

WHEREAS, Ginger was assigned to Montgomery County Sergeant Jason R. Nare, who was his Canine Deputy/Handler and together they have provided valuable service to the citizens of Montgomery County; and

WHEREAS, it is now appropriate to retire K-9 Ginger from service as a police dog with the Montgomery County Sheriff's Office; and

WHEREAS, Sergeant Jason R. Nare has great affection for K-9 Ginger and desires to acquire ownership of Ginger and to treat him in all respects as his personal dog; and

WHEREAS, the Sheriff's Office wishes to accommodate Sergeant Jason R. Nare's request; and

WHEREAS, the parties wish to formally set forth their understandings in this Agreement to facilitate the transfer of ownership and responsibility of Ginger from the Sheriff's Office and the County of Montgomery to Jason R. Nare.

NOW THEREFORE, in consideration of the promises and understandings set forth herein, the parties agree as follows:

1. The Sheriff's Office and the County of Montgomery agree to transfer all ownership rights of the dog named Ginger (hereinafter the "Canine") to Jason R. Nare (hereinafter the "Owner").

2. The Owner agrees to accept all ownership rights of the Canine and acknowledges his sole responsibility for the care and control of the Canine including but not limited to expenses related to food, housing and medical care for the animal.
3. The Owner agrees and acknowledges that his ownership of the Canine and all activities related to the enjoyment, care and activities concerning the Canine are unrelated to his employment with the Montgomery County Sheriff's Office and the County of Montgomery.
4. The Owner agrees that he waives any right to and shall make no claim whatsoever against the Montgomery County Sheriff's Office, the County of Montgomery, its officials or employees relating to the Canine, his care or activities. Such waiver shall extend to but not be limited to employment benefits under collective bargaining agreements, Fair Labor Standards Act, and retirement plans.
5. The Owner acknowledges that the Canine's training and prior history as a police dog is an important element in determining the proper care and control of the Canine and he agrees to exercise all reasonable care and vigilance. He shall indemnify and hold the Montgomery County Sheriff's Office and the County of Montgomery harmless from any claims arising from the future behavior of the Canine as further set forth in Paragraphs 9 and 10.
6. It is agreed that should the Owner seek to utilize the Canine for the purposes of breeding he shall contact Montgomery County and the Montgomery County Sheriff's Office in writing and receive written permission to proceed. As part of any breeding arrangements the Montgomery County Sheriff's Office shall be afforded the right to select one of the canine offspring at no cost to the Sheriff's Office. It is agreed that a written agreement shall be made with the owner of the female dog involved in the breeding process. The Sheriff's Office shall have the right to participate in negotiations and development of such an agreement.
7. The Owner shall not transfer ownership or possession of the Canine to another person or entity. In the event that the Owner is no longer able to or no longer desires to care for the Canine the parties agree that the Montgomery County Sheriff's Office has the right to assume ownership of the Canine or, Montgomery County and the Montgomery County Sheriff's Office may consent in writing to a transfer or ownership to a person or entity other than the Sheriff's Office. Such consent must be in writing and the determination to give or withhold consent is solely within the discretion of the Sheriff and the Montgomery County Legislature.

8. **TERM:** This Agreement is effective as of the date it is fully executed and shall remain in effect for the entire lifetime of the dog.
9. **HOLD HARMLESS:** The Owner shall indemnify, defend, and hold harmless the Montgomery County Sheriff's Office, the County of Montgomery, its affiliates, agents, officers, directors, and employees from any and all claims, liability, demands, losses arising out of injury to property or persons, including death, any causes of action, damages, lawsuits judgments, and any claim based on any statute, law, ordinance, code, or regulation arising out of, relating to, or sustained in connection with this Agreement. This includes any and all attorneys' fees costs and expenses associated with the foregoing.
10. **LIABILITY:** The County shall not be liable to the Contractor for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Contractor has been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, and any and all other torts.
11. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.
12. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
13. **CONFLICT:** In the event of any conflict between this Agreement and any other document, including exhibits, the terms of this Agreement shall prevail.
14. **ENFORCEMENT:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

15. **VENUES AND DISPUTES:** The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Montgomery County, New York. There shall be no right to binding arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MONTGOMERY

DATED: _____

By: _____

Matthew L Ossenfort
Montgomery County Executive

MONTGOMERY COUNTY SHERIFF'S OFFICE

DATED: _____

By: _____

Jeffery T. Smith
Montgomery County Sheriff

DATED: _____

By: _____

Jason R. Nare

STATE OF NEW YORK)

COUNTY OF MONTGOMERY)

On the day of _____, 2021, before me, the undersigned, personally appeared Jason R. Nare, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)

COUNTY OF MONTGOMERY)

On the day of _____, 2021, before me, the undersigned, personally appeared **Matthew L. Ossenfort**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary

STATE OF NEW YORK)

COUNTY OF MONTGOMERY)

On the day of _____, 2021, before me, the undersigned, personally **Jeffery T. Smith**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Appointed in _____ County

My Commission Expires:

Notary