



**Resolution 2019-02  
RETIRING CANINE AGREEMENT**

**This agreement shall be entered between The Town of Davidson and Sergeant Greg Frostbutter of the Town of Davidson Police Department.**

**WHEREAS**, the Davidson Police Department shall retire police canine Maky on January 22, 2019; and

**WHEREAS**, Maky is personal property of the town and will no longer be of use or value to the Town of Davidson and its police department from this date forth; and

**WHEREAS**, due to Maky's specialized training as a police canine, the canine will not be safe for public adoption; and

**WHEREAS**, Sergeant Frostbutter is Maky's handler, has bonded with, worked with the canine and is willing and able to provide immediate care for Maky; and

**WHEREAS**, Sergeant Frostbutter will adopt and take full responsibility for Maky and relieve the Town of Davidson of all obligations and responsibilities of the canine in accordance with the provisions of this agreement; and

**WHEREAS**, this agreement is intended to be a full and complete agreement between the Town of Davidson and Sergeant Frostbutter; and

**WHEREAS**, Sergeant Frostbutter is not being coerced, forced, or inappropriately encouraged by the Davidson Police Department to adopt this canine; and

**WHEREAS**, this agreement is intended to be in effect until such time as the canine, Maky, is no longer living.

**NOW THEREFORE, the parties agree to the following provisions:**

- (1) Sergeant Frostbutter shall assume full care and responsibility of the canine, Maky, including, but not limited to:
  - (a) Providing adequate food, water, and shelter to the canine for the duration of her life; and
  - (b) Providing the canine with adequate health care; including but not limited to vaccinations, medication, and all other medical necessities as needed or as required by the county's animal control requirements; and
- (2) Sergeant Frostbutter shall assume all liability that may result from the canine's actions occurring subsequent to the time this agreement becomes effective, including but not limited to those actions and behaviors learned as a result of the canine's specialized training as a police canine provided by the Town of Davidson; and

- (3) Sergeant Frostbutter shall not purposefully, negligently, or knowingly use the canine's special skill set developed as a result of its career as a police canine either for profit, personal gain, or in any capacity, whether this would put others in danger or not; and
- (4) Sergeant Frostbutter hereby releases the Town of Davidson from liability from any sickness or health deficiencies that resulted from the canine's work with the Town of Davidson Police Department; and
- (5) Sergeant Frostbutter shall not lend, give away, or sell the canine without the written approval of the Town of Davidson, provided, however, that nothing shall prohibit Sergeant Frostbutter – without the necessity of approval of the Town of Davidson – from temporarily placing the canine in the custody or care of third parties for the purpose of veterinary care and/or temporary boarding, so long as such third parties are professionals engaged in such services.
- (6) In the event that Sergeant Frostbutter shall predecease the canine, the canine shall be placed with an agency or organization specializing in the adoption of canines retired from law enforcement and/or military service; and
- (7) Ownership of any and all personal property equipment assigned specifically to Maky (collar, leashes) and any shelter previously constructed on Sergeant Frostbutter's property is hereby conveyed and transferred to Sergeant Frostbutter. This does not include specialized police equipment (protective equipment, special police issued equipment); and
- (8) Sergeant Frostbutter shall become the canine's primary caregiver as evidenced by his signature of this agreement and notarization by the proper authority.

**TOWN OF DAVIDSON,  
A North Carolina Municipal Corporation**

ATTEST: (SEAL)

By: \_\_\_\_\_  
Rusty Knox, Mayor

\_\_\_\_\_  
Elizabeth K. Shores,  
Town Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

**Owner**

\_\_\_\_\_  
Pieter Swart, Finance Officer  
Town of Davidson

\_\_\_\_\_  
Greg Frostbutter

Approved as to form on behalf of the Town of Davidson.

\_\_\_\_\_  
Notary (SEAL)

\_\_\_\_\_  
Cindy Reid  
Attorney for the Town of Davidson