

ORDINANCE NO. 2788

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
ACCEPTING THE DONATION OF A POLICE CANINE (“K-9”) TO THE
SALISBURY POLICE DEPARTMENT.**

WHEREAS, the Throw Away Dogs Project is an internationally recognized nonprofit organization that rehomes K-9s deemed unsuitable for their initial purpose by repurposing, retraining and relocating them into Police, Fire, and Veterans services; and

WHEREAS, Delmarva K9, Inc. specializes in police dog training and, through its connection to the Throw Away Dogs Project, facilitates the rehoming of such K-9s in the Delmarva region; and

WHEREAS, Delmarva K9, Inc. wishes to donate a repurposed K-9 to the Salisbury Police Department; and

WHEREAS, the donated K-9 at issue was initially purposed for bed bug detection, but was found to be unsuitable for service in that specific training environment; and

WHEREAS, the K-9 has since been found suitable for police duty, and has been successfully certified in Police Patrol Functions; and

WHEREAS, this trained and certified K-9 has a market value of approximately \$6,000.00; and

WHEREAS, the Salisbury Police Department desires to further train the K-9 to specialize in accelerant (bomb) detection at a cost of \$6,500.00; and

WHEREAS, the Salisbury Police Department has surplus funds available to cover these costs, and has a great need for this type of specialized K-9 given the ever-increasing special events within the City of Salisbury and limited human resources.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The aforementioned K-9, having a market value of \$6,000.00, be and hereby is accepted from Delmarva K9, Inc. and the Salisbury Police Department is authorized to enter into the attached Donation Agreement on behalf of the City of Salisbury; and

Section 2. The same K-9 is approved for further training in accelerant (bomb) detection, at a cost of \$6,500.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

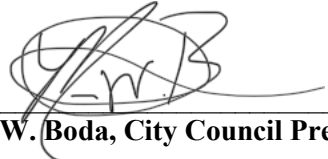
Section 6. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 27th day of March, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 3rd day of April, 2023.

ATTEST:

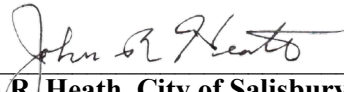


Kimberly R. Nichols, City Clerk



Muir W. Boda, City Council President

Approved by me, this 4th day of April, 2023.



John R. Heath, City of Salisbury, Acting Mayor

**AGREEMENT FOR DONATION OF POLICE DOG
BY AND BETWEEN
Throw Away Dog Project
&
SALISBURY POLICE DEPARTMENT**

CS Initials for Agent of Throw Away Dogs Project

NTM Initials for Agent of Donee

Agreement FOR DONATION OF POLICE DOG

BY AND BETWEEN

Throw Away Dog Project

&

Salisbury Police Department

This Agreement is made on this *[March 1, 2023]*, between *Throw Away Dogs Project, of PO Box 641, Huntingdon Valley, PA 19006*, a corporation organized under the laws of the state of Pennsylvania ("Donor"), and *[Chief Barbara Duncan]*, of *[Salisbury Police Department* ("Donee").

RECITALS

WHEREAS, the goal of the Donor is to RESCUE, REHABILITATE & RELOCATE misunderstood dogs so they can now have a purpose to be HONORED, RESPECTED & TRUSTED as Law Enforcement K9 working dogs.

WHEREAS, the Donee is in need of a police service dog for **Explosive Detection** ;

WHEREAS, the Donee filled out an application for a Police Dog, a copy of which is attached as Exhibit A [attach appropriate application] to this Agreement;

WHEREAS, the Donee was chosen to be the beneficiary of one of Donor's Police Dogs (hereinafter referred to as "Police Service Dog" or "K9").

In consideration of the mutual covenants contained in this Agreement, it is agreed as follows:

CS Initials for Agent of Throw Away Dogs Project

BM Initials for Agent of Donee

ARTICLE I.
POLICE K9 DONATION

§1.1. Consideration. In consideration of Donor donating a Police Dog to Donee, the receipt of which is hereby acknowledged by Donee, and for the further consideration mentioned in this Agreement, Donor agrees to donate and will deliver to Donee or its assigns, and Donee will accept the following-described K9, under the following terms and conditions:

§1.2. Description of Police Service Dog. *Throw Away Dogs Project* is placing the following described Police Service Dog with the Donee:

[Name of animal] Chaos

[Male/Female] Male XX

[Description of breed and markings] Yellow Belgian Malinois

[Number of identification tag] K94052

[Number of microchip tracking identifier] 941-000-022-671-630

Spay/Neuter/Sterilization: *[[Yes [date of procedure]]/No]* K-9 is - Not Neutered

[Approximate Date of Birth] 07/16/2018

§ 1.3. Deliver. Delivery of the Police Service Dog subject to this Agreement is to be to the Donee's Handler on [March 1, 2023], at [0800].

ARTICLE II.

AS Initials for Agent of Throw Away Dogs Project

DM Initials for Agent of Donee

§2.1. Experience. Donee has been told and is aware that the dog which Donor accepts into its program are acquired through Broker/Breeder donation, owner surrender/shelter surrender or rejection. Although the Donor has trained its Police Dogs, due to the background of the dog, an experienced handler is required for the Police Dog that is the subject of this Agreement. This handler must be approved by Donor.

§2.2. Living Requirements. The Police Dog must live, at all times, with its assigned handler in his/her home. The dog shall not, at any time, be kenneled for more than a few hours at any police/sheriff department to include correctional facilities away from the assigned handler. This does not include kenneling as related to the assigned handler being out of town for vacation, classes, etc. as long as the dog is kenneled in a safe environment with adequate food and water and well-being checks throughout the time the handler is away. If Donee intends to house Police Dog outside, whether at handler's home or at a department, Donee shall at all times make certain the outdoor conditions are adequate for the dog's comfort and survival. Adequate outdoor conditions shall mean the dog has shelter, adequate food and water and shall take into account outdoor temperatures and changing weather conditions. Routine well-being checks shall be required whenever a dog is placed outside for any period of time. At no point shall Police Service Dog be left outside when the temperature is 32 degrees Fahrenheit or lower or 90 degrees Fahrenheit or during a Heat Advisory or during a Severe Weather Warning.

§2.3. Replacement of Handler. The Police Dog under this Agreement shall always have an assigned and experienced handler. If the originally-approved handler can no longer fill his/her role, a new handler must be chosen. Donor shall be informed of any changes to the Police Dog's handler within twenty-four (24) hours. Should a new handler be required, Donee must first get approval from Donor before integrating a new handler with the Police Dog.

CS Initials for Agent of Throw Away Dogs Project

nm Initials for Agent of Donee

§2.4. Inspection. Prior to the donation of the Police Dog being made, the assigned Handler shall be required to personally train/handle the Police dog for at a location the Donor selects. During that training period, Donor shall also have the right to inspect the Police Dog. During the training period or in the two weeks following, Donee must give notice to Donor in writing of any issues he/she notices in regard to the temperament, condition, quality, or grade of the Dog, and must specify any issues in detail.

§2.5. Breach. Donee's failure to comply with any of the provisions in this section shall constitute a forfeiture of the Police Dog where Donor will immediately be able to take possession of the dog and a waiver of any liability or responsibility that Donor has to the Donee, its heirs or assigns.

**ARTICLE III.
COVENANTS AND WARRANTIES**

§ 3.1. Donor Covenants. Donee recognizes that Donor obtains its dogs from Broker/Breeder donation, owner surrender/shelter surrender or rejection. Donor covenants that, upon delivering the Police Dog, Donor shall have filed all the necessary paperwork to obtain ownership of the dog and, shall conform to the description of the Police Dog that was exhibited to Donee above.

§ 3.2. Donor's Tests. When Donor selects dogs for its program, it runs several temperament tests on its Police Dogs to ensure that they have the capacity and personality to be a working dog. In particular, Donor has evaluated the dog's social skills, evaluated the dog in a variety of different situations to ensure it is stable in all types of environments, evaluated the dog's drive and determination to serve as a Police Service Dog, and ensured the dog is physically in shape to carry out the many duties of a Police Dog.

§ 3.2. Donee Warranties

CS Initials for Agent of Throw Away Dogs Project

DM Initials for Agent of Donee

- A. Donee agrees to house, feed, and always maintain the Police Dog to the satisfaction of the Commanding Officer of its K9 unit.
- B. Donee shall complete all the Police Dog's training within one hundred fifty (150) days from the date of this Agreement. If the dog's training is not completed within that time frame, Donee shall immediately notify Donor. If after discussions with Donor, an agreed-upon extension cannot be reached, Donor shall be able to immediately take possession of the Police Dog and Donee shall forfeit the donation.
- C. The Donee agrees to contact the Donor immediately if any questions or concerns arise about the Dog, such as housing, diet, temperament, health or training. If at any time Donee believes that the Police Dog becomes unacceptable for training, Donee must immediately notify Donor in writing.

§ 3.3. ADDITIONAL WARRANTIES.

- A. THE Donee WARRANTS AND COVENANTS, UNDER NO CIRCUMSTANCE, EVER TO SURRENDER THE POLICE DOG TO A SHELTER, RESCUE, SELL, GIFT, OR DESTROY IT.
- B. If the Donee is unable or unwilling to maintain the Police Dog for any reason, or finds it unacceptable for training, the Donor retains right of first refusal to take possession or the Donor will assist the Donee in placement of the Police Dog into a new suitable home. The Police Dog is never to come into residency with any other individual without prior written, signed and notarized consent of the Donor. The Police Dog MUST be returned to the Throw Away Dogs Project.
- C. The Donee agrees to provide yearly veterinarian exams, appropriate vaccinations and heartworm preventative, flea & tick preventative as well as to provide appropriate veterinary care should the puppy/dog become ill or injured.
- D. The K-9 will be gifted to the handler once the K-9 is retired from service with signed agreement and release of liability.

PS Initials for Agent of Throw Away Dogs Project

AM Initials for Agent of Donee

- E. I, print name: _____, authorize Donor to this Agreement to contact our veterinarian to request & obtain health records for the dog outlined in this contract.
- F. In the event that the Police Dog passes away, Donor must be notified immediately. The Police Dog's body must be brought directly to its primary veterinarian's office where an autopsy must be promptly done. Should Donee not have money for an autopsy or should Donee not wish to pay for an autopsy, Donee must immediately notify Donor so he can send funds to have the autopsy completed. **AT NO TIME SHALL THE POLICE DOG BE EUTHANIZED WITHOUT NOTIFYING THE DONOR FIRST. At no time shall the Police Service Dog be cremated.** Once an autopsy is completed, the Donor shall be notified so it can pick up the dog's body or work with Donee to schedule a respectful funeral.

CS Initials for Agent of Throw Away Dogs Project

BTM Initials for Agent of Donee

WAIVER AND RELEASE OF LIABILITY

The Donee desires to receive a Police Dog by the Donor, and as an inducement to the Donor to agree to the donation, the Donee hereby represents, acknowledges and agrees as follows:

1. Due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, even a trained animal, including risks of injury to person and property.
2. Donee has voluntarily agreed to accept the donation described in the Agreement attached to this Release and Waiver Agreement with full knowledge of such risks and hereby voluntarily assumes all of such risks.
3. Donee acknowledges that Police Dog will undergo a training program according to Donee's Department requirements. This training shall constitute a material alteration to the Police Dog, thus forfeiting any products liability warranties.
4. Donee will not make any claims against, sue or attach any property of the Donor, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animals donated from the Donor.
5. Donee hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the Donee, or to third parties as a result of any action or activity of any animal(s) donated to me from the Donor. The intent of this instrument is to exempt and relieve the Donor from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.

CS Initials for Agent of Throw Away Dogs Project

Am Initials for Agent of Donee

6. Donee hereby agrees to hold Donor and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of the donation of a Police Dog from Throw Away Dogs Project.

7. THE UNDERSIGNED HAS CAREFULLY READ THE FOREGOING, AND UNDERSTANDS THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY THE DONOR AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ACCEPT THE DONATION OF A POLICE DOG FROM THE DONOR AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.

7. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

8. This Release is governed by the laws of the State of Maryland applicable to Agreements entered into and fully performed therein.

Dated: 3/1/2023

Print: Antonio Gutierrez
Assigned Handler

Signature: [Signature] #6106

Print: Barbara Duncan
Agent/Chief with Binding Authority

Signature: [Signature] ASSIST CHIEF OF POLICE 0183

Donee (Department Name), [Salisbury Police Department, MD]

Print: CAROL SKOZIAK
Throw Away Dogs Project Representative

Signature: [Signature]

CS Initials for Agent of Throw Away Dogs Project

nm Initials for Agent of Donee

K9 Release/Adoption Agreement

It is asked that periodic updates be given to the Throw Away Dogs Project regarding the donated dogs progress as we take immense pride in our donations. We also request photographs of the dog and handler from time to time as this is a way to promote our Organization and keep any future donations coming in. We would also be honored to attend the said canine's graduation ceremony.

PRIVACY POLICY: The Throw Away Dogs Project does reserve the right at its discretion to promote the mission set forth in its bylaws. The organization is committed to the privacy and the protection of all officers, both human and K9.

The undersigned intends to be legally bound hereby.

Contact Information:

Department Name: Salisbury Police Department, MD

Department Address: 699 W. Salisbury Parkway .

City, State, Zip: Salisbury, Maryland 21801 .

Telephone: 410.548.3159

Chief of Police Name: Barbara Duncan

Chief of Police Cell Phone Number: 410.548.3159 .

Handler Name: Antonio Gutierrez

Handler Address: 699 W. Salisbury Parkway Salisbury MD. 21801

Handler Cell Phone Number: 443.366.8898

Handler Email Address: agutierrez@salisburydpd.com

CS Initials for Agent of Throw Away Dogs Project

nm Initials for Agent of Donee



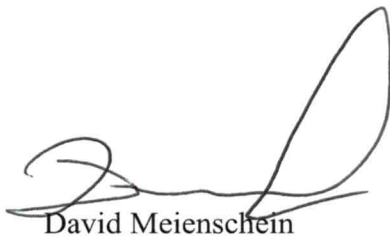
City of
Salisbury
Jacob R. Day, Mayor

March 2, 2023

TO: Andy Kitzrow
FROM: Colonel David Meienschein
SUBJECT: Resolution – Donation of K-9

Attached please find a Resolution to authorize the Salisbury Police Department to accept a donation of a Police K-9. The K-9 has been trained and certified in Police patrol functions. The K-9 has been donated by Delmarva K-9 via Throw-Away Dog Program, Inc.

Unless you or the Mayor has further questions, please forward this Resolution to the City Council.



David Meienschein
Assistant Chief of Police