

RESOLUTION NO. R2023-32

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS RETIRING POLICE CANINE KUSO AND TRANSFERRING
OWNERSHIP TO KUSO'S HANDLER**

Whereas, Canine Kuso has been with the police department, and has served the citizens of the city for many years and

Whereas, During Kuso's years of service Lieutenant Jeremy Stewart has been his handler; and

Whereas, following numerous years of dedicated service, the department, in conjunction with consultation of Kuso's handler, have made the determination that Kuso is surplus to the department's needs; and

Whereas, the department recommends the retirement of Kuso from service as a law enforcement canine; and

Whereas, Kuso's handler desires to assume ownership and take possession of Kuso and formerly and maintain ownership of Kuso effective June 1, 2023; and

NOW THEREFORE BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Approval. The agreement attached hereto is hereby approved.

Section two. Authorization. The city manager is hereby authorized to execute an agreement in substantial form as the attachment hereto and take such further action, and execute such ancillary documents, as may be reasonably necessary to facilitate the purpose of this resolution.

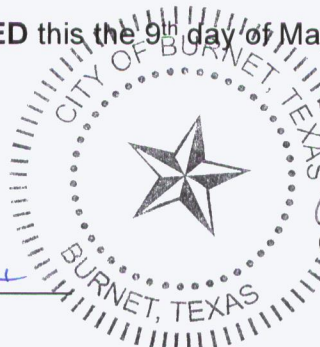
Section three. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section four. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

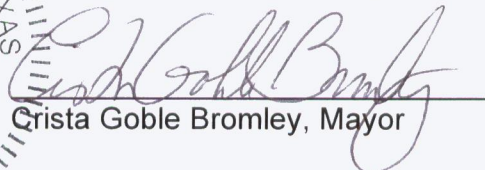
PASSED AND APPROVED this the 9th day of May 2023.

ATTEST:


Kelly Dix, City Secretary



CITY OF BURNET, TEXAS


Crista Goble Bromley, Mayor

CITY OF BURNET CANINE OWNERSHIP TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of May, 2023, by and between the CITY OF BURNET (the "City"), acting on behalf of the BURNET POLICE DEPARTMENT ("BPD") (collectively "City) and Jeremy Stewart, a Lieutenant and canine handler for the BPD (hereinafter "Handler").

RECITALS

- A. Canine Kuso has been with the BPD since 2015. Kuso has served the citizens of the city of BURNET for Seven (7) years.
- B. Following numerous years of dedicated service, the BPD, in conjunction with consultation of Kuso's handler, have made the determination that Kuso is surplus to the needs of BPD and to retire Kuso from service as a law enforcement canine due to his age.
- C. Handler desires to assume ownership and take possession of Kuso and formerly served as the handler for Kuso.
- D. Handler wishes to maintain ownership of Kuso and the City wishes to divest itself of both ownership and vicarious or direct liability for Kuso.

COVENANTS AND AGREEMENTS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, promises and undertakings set forth herein, the signatories to this Agreement voluntarily agree as follows:

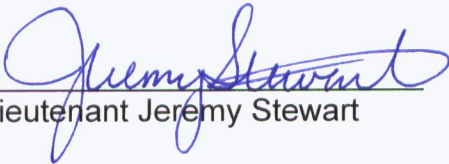
1. The city does hereby agree to relinquish all right, title and ownership interest in BPD canine Kuso whatsoever, effective upon Handler's execution and return of this Agreement to the City.
2. Handler does hereby agree to assume ownership of Kuso "as is", and to assume any and all risks, including but not limited to, risk of injury or death to third persons, and to hold the City and its elected officials, employees, agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of Kuso is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being June 1st, 2023.
3. Handler further agrees to assume all liability for risks and dangers relating to his ownership of Kuso on or after the aforementioned date, and to indemnify and hold the City harmless in the event that any legal or administrative action, whether by

claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the actions or conduct of the subject police dog on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the new owner's assumption of ownership on the date identified herein.

4. Handler agrees to humanely care for Kuso, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for Kuso's health. The City shall continue to cover the costs of Kuso's annual veterinary examinations, vaccines and related routine medical care costs. Moreover, in the event Kuso ever suffers a cataphoric illness or injury, as determined by the City Manager, the City may, but shall not be obliged to, pay all or a portion of the veterinarian, and related, costs necessary to treat such cataphoric illness or injury.
5. Handler agrees to comply with all state and local laws applicable to keeping domestic animals.
6. Handler agrees to notify the City in the event Handler is no longer able to humanely care for Kuso. Upon receipt of notice or a finding that Handler is no longer able to humanely care for Kuso, Kuso shall revert to the possession of the City.
7. Handler acknowledges that he has read and understood the foregoing Agreement and understands that it is contractual in nature and understands and agrees to each of its provisions. Bureau

In consideration for the mutual promises and covenants set forth above the Parties make this Agreement effective as of the date first set forth above.

NEW OWNER



Lieutenant Jeremy Stewart

CITY OF BURNET



David Vaughn, City Manager