

A G R E E M E N T

This Agreement is made and entered into this _____ day of _____, 2025 between the City of Orange, a municipal corporation, hereinafter referred to as “City”, and Michael Osborn, an individual, hereinafter referred to as “Officer Osborn.”

WITNESSETH:

WHEREAS, City owns a German Shepard Dog, commonly known as “Wyatt” (Wyatt), which has served the City for seven years as a member of the Orange Police Department K9 Team; and

WHEREAS, Wyatt has been trained to aid in the apprehension of criminal suspects and could be dangerous to others if not placed in the care of a trainer. For the safety of Wyatt and the public it is preferable that he remains in the hands of the person and family that have been providing his care and training; and

WHEREAS, Officer Osborn is a trained Canine Officer employed by the City of Orange Police Department, and is an experienced dog handler; and

WHEREAS, Officer Osborn is specifically familiar with Wyatt, inasmuch as the animal has lived with Officer Osborn and his family for seven years when Officer Osborn was the dog’s handler; and

WHEREAS, the City desires to relieve itself of the expense of providing care for the animal, and Officer Osborn desires to acquire ownership and assume complete responsibility for Wyatt.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE CITY AND OFFICER OSBORN AS FOLLOWS:

1. The City and Officer Osborn agree that Wyatt has been trained to perform certain Police work and that the dog has, in fact, performed such services for the Orange Police Department for seven years.
2. The City and Officer Osborn agree that Wyatt, due to age, has reached the end of his service duty.
3. Officer Osborn agrees to assume full responsibility for the reasonable care, feeding, and medical attention for Wyatt, at his own expense.
4. Officer Osborn agrees to hold harmless and shall defend the City against any and all claims and suits, regardless of the nature, alleging physical injury and/or property damage resulting from the acts of Wyatt, after he acquires ownership.
5. Officer Osborn agrees that if ownership is transferred to him, he shall not transfer his ownership to any other person. If Officer Osborn, for any reason, becomes unwilling or unable to provide reasonable care, feeding, and medical attention, Officer Osborn shall cause Wyatt to be humanely euthanized.

6. The City has determined Wyatt to be surplus to the City's needs and without monetary value due to the potential liability exposure to the City, and as such, cannot be sold in accordance with City Surplus Property Disposition Laws.

7. The City hereby transfers to Officer Osborn all rights and interest which it has in Wyatt.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first written above.

"OFFICER OSBORN"

MICHAEL OSBORN, an individual

By: 
Printed Name: MICHAEL OSBORN

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

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