

..T

ORDINANCE AUTHORIZING THE TRANSFER OF OWNERSHIP OF POLICE DOG

..B

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “Village”) is an Illinois home rule municipality; and

WHEREAS, a Village police dog (Hary) has arthritis in his hips and spondylosis in his lumbar spine area, both of which are permanent debilitating conditions; and

WHEREAS, the Corporate Authorities of the Village have, therefore, determined that the said police dog Hary is no longer able to be useful to the Village and should be retired from active duty; and

WHEREAS, Hary’s handler, Village Police Officer David Staszak, wishes to take ownership and possession of Hary and agrees to accept full ownership and future responsibility of and for Hary, as of April 1, 2018; and

WHEREAS, the Corporate Authorities of the Village have agreed to turn over full ownership and responsibility of Hary to Police Officer Staszak free of charge.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

SECTION 1

The above preambles are hereby incorporated into this Section as fully as if restated in their entirety herein.

SECTION 2

The President and the Board of Trustees of the Village of Orland Park find that police dog Hary now owned by the Village of Orland Park, Illinois, is no longer able to be useful to the said Village, and its best interests will be served by the transfer of ownership and future responsibility of Hary to his Police Officer handler free of charge.

SECTION 3

Police Officer David Staszak may take ownership of Hary as of April 1, 2018, and upon the execution of the “Release, Hold Harmless and Covenant Not to Sue” agreement in substantially the same form as that attached hereto and incorporated herein by reference as EXHIBIT A. The Village Manager is hereby authorized to sign said agreement on behalf of the Village of Orland Park and take all steps necessary to transfer the ownership of police dog Hary to David Staszak.

SECTION 4

This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE

WHEREAS, the Village of Orland Park owns a male dog named Hary (hereinafter "Hary") that the Village no longer finds useful or of value to the Village of Orland Park; and

WHEREAS, the Village of Orland Park wishes to dispose of Hary; and

WHEREAS, Hary's handler, Police Officer David Staszak, wishes to take ownership and possession of Hary; and

WHEREAS, the Village agrees to turn over full ownership and responsibility of Hary to David Staszak free of charge; and

WHEREAS, David Staszak agrees to accept full ownership and future responsibility of and for Hary.

NOW, THEREFORE, in consideration of the Village of Orland Park agreeing to transfer ownership of Hary to David Staszak for no cost or expense, David Staszak agrees as follows:

Hary shall be conveyed free of charge to David Staszak on an "as-is, where-is" basis, without any representations or warranties of any kind, express or implied, either oral or written, made by the Village of Orland Park or any agent, employee or representative of the Village of Orland Park with respect to the physical, mental or any other condition of Hary, including any propensities of or training of Hary. David Staszak agrees to take Hary on an "as-is, where-is" basis.

In addition, David Staszak, his beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs, shall defend, indemnify and hold harmless the Village of Orland Park, its officers, trustees, servants, agents, successors,

assigns and employees thereof, respectively (collectively, "Village Affiliates"), both in their capacities as municipal representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner incurred relating to or growing out of the transfer of the ownership interest in and possession of Hary to David Staszak. In the event that the Village Affiliates, or any one of them, are named as defendants in a lawsuit arising out of the matters to be indemnified hereunder, the Village Affiliates, and each of them, shall have the right to choose the attorneys who represent them in said lawsuit, and the costs, expenses and fees associated with said attorneys in relation to said lawsuit shall be paid by David Staszak, his heirs, successors or assigns.

David Staszak and his heirs, successors and assigns hereby agree to release, waive and covenant not to sue and forever discharge the Village Affiliates, and each of them, for any claims, suits or action, whether or not well founded in fact or in law, which David Staszak has or may have, arising or growing out of the transfer of the ownership interest and possession of Hary to it from the Village of Orland Park. It is the express purpose of this document that upon transfer of the ownership of Hary to David Staszak by the Village of Orland Park, David Staszak shall assume all responsibility, damages, liability and obligations for and resulting from the condition and actions of Hary and that the Village Affiliates will at no time assume responsibility or liability for the actions of that animal. As between the Village Affiliates and

David Staszak, David Staszak shall be held solely responsible to all persons or property that come into contact with Hary.

DAVID STASZAK

VILLAGE OF ORLAND PARK,
a municipal corporation

SUBSCRIBED AND SWORN TO
before me this ____ day of
_____, 2018.

SUBSCRIBED AND SWORN TO
before me this ____ day of
_____, 2018

Notary Public

Notary Public