

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 24-77

**RESOLUTION AUTHORIZING RETIREMENT AND TRANSFER OF OWNERSHIP
OF POLICE CANINE OFFICERS, HUNTER AND EKO, AND APPROVING
CAREGIVER AGREEMENTS FOR SAID RETIRED CANINE OFFICERS**

WHEREAS, the Police Department of the Borough of Red Bank (the "Borough") previously established a K-9 Unit consisting of certain Officers of the RBPD and patrol service dogs; and

WHEREAS, police canine officers Hunter and Eko have rendered faithful performance and conducted themselves in a most exemplary manner while serving the Red Bank Police Department K-9 Unit; and


WHEREAS, Hunter and Eko are no longer viable or able to work as police canine officers and are to be retired effective March 31, 2024; and

WHEREAS, the handler for Hunter is Patrolman Stanley Balmer, and the handler for Eko is Patrolman Tanner Shea, who have respectively agreed to accept ownership of Hunter and Eko, and to provide maintenance and support for Hunter and Eko for the remainder of their natural lives; and

WHEREAS, in connection with the retirements of Hunter and Eko, the Borough hereby approves the Agreements for Transfer of Ownership and Acceptance of Retired Police Canine Officer with Patrolmen Balmer and Shea, which Agreements are attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Red Bank that:

1. The Borough is hereby authorized to transfer ownership of the retired police canine officer known as "Hunter" to Patrolman Stanley Balmer, and the Borough Manager is hereby authorized to execute the Transfer of Ownership and Acceptance of Retired Police Canine Officer to effectuate same.
2. The Borough is hereby authorized to transfer ownership of the retired police canine officer known as "Eko" to Patrolman Tanner Shea, and the Borough Manager is hereby authorized to execute the Transfer of Ownership and Acceptance of Retired Police Canine Officer to effectuate same.

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT	<div>I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on March 14, 2024.</div> <div> Laura Reinertsen, Borough Clerk</div>
Councilmember Bonatakis			✓				
Councilmember Cassidy			✓				
Councilmember Facey-Blackwood			✓				
Councilmember Forest	✓		✓				
Councilmember Jannone		✓	✓				
Councilmember Triggiano			✓				
Mayor Portman			✓				
ON CONSENT AGENDA	Yes	✓		No			

AGREEMENT FOR TRANSFER OF OWNERSHIP AND ACCEPTANCE OF RETIRED POLICE CANINE OFFICER

This Transfer of Ownership and Acceptance Agreement is hereby entered into by and between the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey 07701 (the “Borough”) and Patrolman Stanley Balmer, Red Bank Police Department, 90 Monmouth Street, Red Bank, New Jersey 07701 (the “Caregiver”) as to the transfer of ownership by the Borough and the acceptance by the Caregiver of the retired police canine officer known as “Hunter”.

WHEREAS, Hunter has rendered faithful performance in an exemplary manner while serving the Red Bank Police Department K-9 Unit; and

WHEREAS, Hunter is no longer viable or able to work as a police canine officer and has retired effective March 31, 2024; and

WHEREAS, the Caregiver has agreed to accept the Borough’s transfer of ownership of Hunter to the Caregiver, who will provide all maintenance and support for Hunter with certain assistance from the Borough as set forth in this Agreement;

NOW, THEREFORE, in consideration of the Borough’s transfer of ownership of Hunter to the Caregiver, and the Caregiver’s agreement to provide all maintenance and support for Hunter in retirement, the Parties hereby agree as follows:

1. Acceptance of Ownership. The Caregiver hereby acknowledges the Borough’s transfer of ownership of the retired police canine officer known as “Hunter” to the Caregiver, and further accepts personal ownership of Hunter upon the execution of this Agreement.

2. Provision of Care. The Caregiver hereby agrees to provide any and all necessary maintenance and support for Hunter from the date of this Agreement going forward, provided that the Borough shall provide certain assistance as set forth in paragraph 3 hereinbelow.

3. Annual Veterinary Allowance. The Borough shall pay directly or reimburse the Caregiver up to \$1,000.00 annually for veterinary services required by Hunter while Hunter is harbored and maintained by the Caregiver. The Borough reserves the right to select the veterinary facility to be utilized by the Caregiver and Hunter.

4. Restriction on Transfer of Ownership. The Caregiver agrees to retain ownership of Hunter for the remainder of Hunter’s natural life. The Caregiver is expressly prohibited from transferring ownership of Hunter to any other person or entity. In the event transfer of ownership becomes necessary, the Caregiver may only transfer ownership of Hunter back to the Borough.

5. Indemnity and Hold Harmless. The Caregiver recognizes the increased risk of dog bites due to the inherent nature of Hunter's patrol training. The Caregiver agrees to accept all liability associated with Hunter following the execution of this Agreement and to thereby indemnify the Borough, its agents, officials, officers, and employees from all liability for personal injury, property damage, or other damage however caused. The Caregiver further agrees to defend, protect and hold the Borough harmless from and against all liabilities, losses, claims, allegations, demands, costs, expenses (including attorneys' fees and expenses) and judgments of any nature arising from the Caregiver's ownership, harboring, maintenance and support of Hunter following the execution of this Agreement.

6. Integration Clause. This Agreement represents and contains the entire agreement and understanding with respect to the subject matter of this Agreement and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties hereto unless incorporated herein. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

7. Construction. In the event that one or more of the provisions or portions of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. This Agreement is entered into in the State of New Jersey and shall be construed and interpreted in accordance with its laws. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

BOROUGH OF RED BANK

PATROLMAN STANLEY BALMER

Signature: _____

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

AGREEMENT FOR TRANSFER OF OWNERSHIP AND ACCEPTANCE OF RETIRED POLICE CANINE OFFICER

This Transfer of Ownership and Acceptance Agreement is hereby entered into by and between the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey 07701 (the “Borough”) and Patrolman Tanner Shea, Red Bank Police Department, 90 Monmouth Street, Red Bank, New Jersey 07701 (the “Caregiver”) as to the transfer of ownership by the Borough and the acceptance by the Caregiver of the retired police canine officer known as “Eko”.

WHEREAS, Eko has rendered faithful performance in an exemplary manner while serving the Red Bank Police Department K-9 Unit; and

WHEREAS, Eko is no longer viable or able to work as a police canine officer and has retired effective March 31, 2024; and

WHEREAS, the Caregiver has agreed to accept the Borough’s transfer of ownership of Eko to the Caregiver, who will provide all maintenance and support for Eko with certain assistance from the Borough as set forth in this Agreement;

NOW, THEREFORE, in consideration of the Borough’s transfer of ownership of Eko to the Caregiver, and the Caregiver’s agreement to provide all maintenance and support for Eko in retirement, the Parties hereby agree as follows:

1. Acceptance of Ownership. The Caregiver hereby acknowledges the Borough’s transfer of ownership of the retired police canine officer known as “Eko” to the Caregiver, and further accepts personal ownership of Eko upon the execution of this Agreement.

2. Provision of Care. The Caregiver hereby agrees to provide any and all necessary maintenance and support for Eko from the date of this Agreement going forward, provided that the Borough shall provide certain assistance as set forth in paragraph 3 hereinbelow.

3. Annual Veterinary Allowance. The Borough shall pay directly or reimburse the Caregiver up to \$1,000.00 annually for veterinary services required by Eko while Eko is harbored and maintained by the Caregiver. The Borough reserves the right to select the veterinary facility to be utilized by the Caregiver and Eko.

4. Restriction on Transfer of Ownership. The Caregiver agrees to retain ownership of Eko for the remainder of Eko’s natural life. The Caregiver is expressly prohibited from transferring ownership of Eko to any other person or entity. In the event transfer of ownership becomes necessary, the Caregiver may only transfer ownership of Eko back to the Borough.

5. Indemnity and Hold Harmless. The Caregiver recognizes the increased risk of dog bites due to the inherent nature of Eko's patrol training. The Caregiver agrees to accept all liability associated with Eko following the execution of this Agreement and to thereby indemnify the Borough, its agents, officials, officers, and employees from all liability for personal injury, property damage, or other damage however caused. The Caregiver further agrees to defend, protect and hold the Borough harmless from and against all liabilities, losses, claims, allegations, demands, costs, expenses (including attorneys' fees and expenses) and judgments of any nature arising from the Caregiver's ownership, harboring, maintenance and support of Eko following the execution of this Agreement.

6. Integration Clause. This Agreement represents and contains the entire agreement and understanding with respect to the subject matter of this Agreement and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties hereto unless incorporated herein. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

7. Construction. In the event that one or more of the provisions or portions of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. This Agreement is entered into in the State of New Jersey and shall be construed and interpreted in accordance with its laws. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

BOROUGH OF RED BANK

PATROLMAN TANNER SHEA

Signature: _____

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____