



**AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF PERSONAL PROPERTY**  
**COF Contract No. 2017-0299**

This agreement ("Agreement") is made and entered into by and between the City of Franklin, Tennessee ("City") and the Williamson County, Tennessee on behalf of its Sheriff's Office ("Buyer") (collectively, "Parties").

**WHEREAS**, the City of Franklin, through its Police Department, owns "Jenks" and "Duke," canines used by City for law enforcement purposes ("Canines"); and

**WHEREAS**, the City has, for the foreseeable future, no continuing use of Canines for law enforcement purposes; and

**WHEREAS**, the Canines are and will be for several more years of prime working age; and

**WHEREAS**, Buyer desires to purchase Canines from City and use them for law enforcement purposes; and

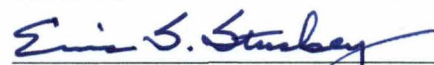
**WHEREAS**, the City desires to transfer Ownership of Canines to Buyer in accordance with Tenn. Code Ann. § 12-9-110.

**NOW THEREFORE**, for and in consideration of the mutual benefits set forth herein, the Parties agree as follows:

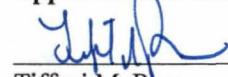
1. The above recitals are incorporated as if fully restated herein.
2. The parties agree, effective as of the date of execution of this Agreement, that ownership of Canines shall be transferred from City to Buyer for the agreed upon amount of \$6,500 per Canine, for a total of \$13,000 for both Canines.
3. City agrees to transfer ownership to Buyer, and Buyer agrees to accept transfer of ownership from City, for no additional amount, of certain canine-related supplies and equipment, to be determined by the Parties, that would no longer be of use or value to the City.
4. Buyer recognizes and acknowledges that Canines have been police canines but that the City offers no warranty as to the current or future condition or health of Canines.
5. Buyer agrees to accept ownership of Canines "as is" and, effective as of the date of receipt of ownership of the Canines, accepts full responsibility for any and all costs associated with the care and maintenance of Canines.
6. The City does not guarantee or represent how Canines will react to persons or property now or in the future.
7. Effective as of the date Buyer accepts ownership of Canines, Buyer agrees to accept and assume full responsibility and liability for any act of any kind or character by Canines that might bring about damage to persons or property.
8. This Agreement is made under and shall be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

In witness whereof, the Parties have entered into this Agreement, this 26<sup>TH</sup> day of JANUARY, 2018.

For CITY

  
Eric S. Stuckey, City Administrator

Approved as to form:

  
Tiffani M. Pope  
Staff Attorney

For BUYER

  
Rogers Anderson, Williamson County Mayor

Approved as to form:

  
Attorney for Williamson County