

**City of DeFuniak Springs  
Office of the City Marshal**

Chief James W. Hurley, Jr.  
City Marshal



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*"Committed to Community Service"*

**DeFuniak Springs Police**  
99 South 18<sup>th</sup> Street  
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**K-9 RETIREMENT OR TRANSFER AGREEMENT**  
(Waiver, Release, Indemnification)

**K-9: Mercy**  
**Receiving K-9: Panama City Police Department**

This K-9 Transfer Agreement (the "Agreement") is made and entered into this 25<sup>th</sup> day of November, 2025 (the "Effective Date"), by and between the DeFuniak Springs Police Department (the "DFSPD"), and Panama City Police Department (the "PCPD"), for the transfer of the law enforcement trained canine, Mercy.

WHEREAS, DFSPD currently owns a dog known as K-9 Officer, "Mercy"; and

WHEREAS, Mercy has been utilized by DFSPD as a member of the K-9 unit; and

WHEREAS, DFSPD has determined that, it is in the best interest of both the DFSPD and Mercy to transfer and no longer use Mercy as an active member of the DFSPD K-9 unit; and

WHEREAS, PCPD now wishes to assume responsibility for the care of Mercy as a member of their K-9 program, and DFSPD wishes to transfer Mercy to PCPD upon certain terms and conditions.

NOW THEREFORE, DFSPD transfers, Mercy, to PCPD subject to the following terms and conditions.

CONSIDERATION: DFSPD hereby transfers and relinquishes its ownership interest in Mercy to PCPD and will no longer make use of Mercy's services as a part of DFSPD's K-9 unit. In consideration of this transfer, PCPD agrees to assume full responsibility, ownership and control of Mercy, including, but not limited to, food, shelter, veterinary needs, and any other expenses related to Mercy's care and maintenance, and promises, agrees and covenants to release and indemnify DFSPD, its officials, officers, employees, agents and assigns, against any liability arising from or relating to Mercy or his actions.

**AS-IS CONDITION:** DFSPD makes no warranties, either express or implied, as to Mercy's condition (physical, mental or otherwise). As of the Effective Date, Mercy shall no longer be considered a K-9 Officer with DFSPD, and PCPD hereby assumes all liability and responsibility for the condition, care, maintenance and actions of Mercy.

**K-9 TRAINING AND HANDLING:** PCPD is fully aware of the training that Mercy has received in police canine procedures and tactics, as well as the nature of the work that Mercy has performed during the full period of his ownership by DFSPD. PCPD hereby warrants and represents they are fully capable of safely handling Mercy in light of Mercy's training and experience.

**WAIVER AND RELEASE:** PCPD waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including but without limitation death, dismemberment, and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages or whatever nature), arising from the actions or in any way related to Mercy, from the Effective Date.

**INDEMNITY AND HOLD HARMLESS:** PCPD accepts sole responsibility for any and all claims relating to the actions of Mercy, and agrees to indemnify DFSPD against any such claims. PCPD shall indemnify, defend and hold the City of DeFuniak Springs Florida, DFSPD, and its officers, employees, agents and assigns, harmless from and against any actions (whether legal, equitable, or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorney's fees), judgements, orders, decrees, liens and other encumbrances, liabilities, injures to person (including without limitation death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to Mercy from the Effective Date.

**COMPLETE AGREEMENT:** This Agreement constitutes the entire agreement of the parties relating to the subject matter contained herein. This Agreement supersedes and replaces all other written or oral agreements thereto. No Amendments to this Agreement will be effective unless they are in writing and signed by the City Marshal of DeFuniak Springs or his designee and Chief of PCPD or his designee.

**INTERPRETATION AND SEVERABILITY:** This Agreement will continue to be valid even if portions of it are held to be invalid in the future. PCPD expressly agrees that the Agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding any invalid portions, continue in full force and effect. This Agreement shall not apply to any actions,

proceedings, demands, claims or causes of action arising from the actions Mercy occurring before the date of this Agreement.

**GOVERNING LAW:** The validity, interpretation and effect of this Agreement shall be determined under Florida law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts in Bay County, Florida. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

**GOVERNMENTAL IMMUNITY:** The PCPD does not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by Florida Statute 768.28, or any other provision of law.

The Parties represent that they have had an opportunity to read this Agreement and seek the advice of independent legal counsel and that they are entering into this Agreement voluntarily and with a full understanding of its content.

**IN WITNESS WHEREOF,** the Parties hereto have caused their duly authorized representatives to sign this agreement, and if in counterparts, each of which shall be deemed an original contract, shall be as of the date written above.

**DFSPD City Marshal or Designee**

(Print) James Hurley

(Sign) 

**PCPD Chief or Designee**

(Print) Mark Smith 1024

(Sign) 