POULSBO DISTRIBUTION SCHEDULE

RESOLUTION NO. 2025-16	
SUBJECT: Transferring Ownersh	ip of K9 Luna
CONFORM AS TO DATES & SIGNA	ATURES
☐ Filed with the City Clerk: 10. ☐ Passed by the City Council: ☐ Signature of Mayor ☐ Signature of City Clerk ☐ Publication:	
DISTRIBUTED COPIES AS FOLLOW	ZS:
☐ Seattle Times:	Website ment (No Hard Copy Exists)
Katí Díehl	<u>12/11/2025</u>
Deputy City Clerk	Date

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON RATIFYING THE AGREEMENT BETWEEN THE POULSBO POLICE DEPARTMENT AND CRAIG KELLER TO TRANSFER OWNERSHIP OF K-9 LUNA.

WHEREAS, the Poulsbo Police Department (PPD) has one dog known as K-9 Luna (Luna) on the force; and

WHEREAS, Luna is retiring from the PPD, and PPD desires to transfer ownership of Luna to Officer and K-9 Handler, Craig Keller, pursuant to the agreement attached herein as Exhibit A; and

WHEREAS, Officer Keller desires to accept ownership of Luna; and

WHEREAS, the Poulsbo City Council greatly appreciates Luna's service with PPD; and

WHEREAS, the Poulsbo City Council now desires to formalize the transfer of Luna from PPD to Officer Keller by ratifying the agreement attached herein Exhibit A; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

- **Section 1. Findings.** The City Council hereby adopts the foregoing recitals as findings in support of this Resolution.
- **Section 2. Agreement Ratified.** The agreement titled "K-9 Release of Liability and Indemnity Agreement" attached and incorporated as set forth in Exhibit A is hereby ratified by the City Council of the City of Poulsbo.
- **Section 3. Effective Date.** This Resolution shall take effect immediately upon passage by the Poulsbo City Council.

RESOLVED this 10th day of December, 2025.

APPROVED:

DocuSigned by:

MAYOR, BECKY ERICKSON

ATTEST/AUTHENTICATED:

Signed by:

CITY CLERK, RHIANNON FERNANDEZ, CMC

FILED WITH THE CITY CLERK: 10/29/2025 PASSED BY THE CITY COUNCIL: 12/10/2025

RESOLUTION NO. 2025-16

K-9 RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Dated 10.22.25 between the Poulsbo Police Department and Craig Keller

The parties to this Settle	ment Agreeme	ent are the Poulsbo Police Department (PPD) an	d
Lraig	Keller	(New Owr	ner).
1/		•	,

WHEREAS; the PPD has one (1) dog/canine known as K-9 Luna; and

WHEREAS; the PPD desires to transfer ownership of K-9 Luna; and

WHEREAS; the New Owner desires to accept ownership of K-9 Luna.

NOW, THEREFORE; in consideration of the mutual benefits to be derived here from and other good and valuable consideration received by the PPD and the New Owner, the parties herein do mutually agree that, effective the date first written above:

- 1. The PPD agrees to assign, convey and transfer all rights, titles and interests in the canine known as K-9 Luna to the New Owner;
- 2. PPD makes no representations concerning the health of the canine, which is transferred "as is" and New Owner assumes all responsibility and obligation for the condition, care, and acts of said canine;
- 3. Acknowledgment of Training and Release of Liability. In accepting transfer from the PPD of the dog known as K-9 Luna, the New Owner recognizes that said animal has received training in police canine procedures and tactics. By acceptance of this animal, New Owner, for and in consideration of the transfer to him/her, of K-9 Luna, agrees, for New Owner's self, heirs, assigns or other successors in interest, and does hereby release and forever discharge the Poulsbo Police Department, the City of Poulsbo, its officers, agents, employees, agencies, and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which New Owner may have or which may cause injury to New Owner or others, which concern the loss or damage of property, or which may otherwise arise as a result of this transfer, and New Owner does hereby waive any claim against the Poulsbo Police Department, the City of Poulsbo, its officers, agents, employees, agencies, and departments for personal injuries, loss of service, loss or damage of property, or medical expenses of whatever nature which might

K-9 RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Dated 10.22.25 between the Poulsbo Police Department and Craig Keller

arise during or as a result of this transfer, New Owner's use and/or possession of the transferred canine, acts engaged in by the forenamed canine resulting from training as herein described, as well as any other acts of said canine whether or not attributable to such training; New Owner shall prevent use of department-trained skills by the canine in both the public and private sectors of society without the written approval of the Chief of the Poulsbo Police Department;

- 4. Indemnification. New Owner agrees to assume any and all risks from the date first written above and the New Owner further agrees to release and forever protect, defend, hold harmless, and indemnify the Poulsbo Police Department, City of Poulsbo, its officers, agents, employees, agencies, and departments against any and all claims for all injuries, damages, losses, judgments, expenses, actions or claims, attorney's fees, or liabilities incurred by PPD or third persons that may occur as a direct or indirect result of this transfer or New Owner's use and/or possession of the transferred canine, including those resulting directly or indirectly from New Owner's acts or omissions, from the PPD's acts or omissions, or any combinations thereof. This paragraph does not purport to indemnify the PPD against liability for any activities of the transferred canine prior to the date first written above.
- 5. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.
- 6. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Kitsap County.

IN WITNESS WHEREOF, the PPD and New Owner have executed this Agreement the date and year first above written.

Konald & Harding
Chief of Police

City of Poulsbo

Date

Date

New Owner

Poulsbo Police Officers Association

Lukas Bogues, President 19689 7th Ave NE Ste 183 #206 Poulsbo, WA 98370

October 22, 2025

City of Poulsbo Courtesy of Chief Harding 200 NE Moe Street Poulsbo, WA 98370

Dear Chief Harding and City of Poulsbo,

The Poulsbo Police Officers Association is pleased to submit payment in the amount of \$100.00 for the purchase of K-9 Luna on behalf of Officer Craig Keller. Upon receipt of this payment, K-9 Luna will become the personal property of Officer Craig Keller.

We appreciate your cooperation in facilitating this transfer. Please confirm receipt of this payment and the completion of the ownership transfer at your earliest convenience. If you require any additional documentation or information, please contact me directly.

Sincerely,

Lukas Bogues

President

Poulsbo Police Officers Association

Check attached.