

CITY OF CLEARWATER EQUESTRIAN PATROL EQUINE USER AGREEMENT

This is a User Agreement among the City of Clearwater (hereinafter “City”), Nancy Miller and Deborah Storey (hereinafter “owners”) for the use of two horses for a period of three (3) years.

WHEREAS, the City and owners previously entered into Agreements for the use of horses owned by Nancy Miller and Deborah Storey for the purpose of forming a Clearwater Police Department (CPD) Equestrian Patrol; and

WHEREAS, clarification is necessary regarding the reimbursement of a portion of the costs in providing two horses for the CPD Equestrian Patrol and the method by which reimbursement will be made; and

WHEREAS, an example of the Nancy Miller’s costs in providing transportation of both horses to law-enforcement related activities connected with the CPD Equestrian Patrol is as follows:

- Heavy Duty Truck for towing a horse trailer – Approximate cost \$25,000.
- Truck Maintenance – Approximately \$1010 yearly (washing, vacuuming, oil changes, regular maintenance, tires, etc.).
- Horse Trailer – Approximate cost \$12,000.
- Trailer Maintenance – Approximately \$350 yearly (Replace mats, jack, wiring & light replacements, cleaning, shavings, etc.).
- Storage – Location where it will be accessible, safe and not in the way; and

WHEREAS, both horses will be boarded on real property owned by Nancy Miller; and

WHEREAS, an example of the owners’ yearly costs to maintain two horses is as follows:

- Vaccinations annually – (\$100 per horse X 2 times per horse X 2 horses) \$400.
- Ferrier annually – (About 9 times a year at \$35 a visit per horse) \$630.
- Feed, hay, supplements annually - \$4512.
- Grooming supplies, fly spray, hoof meds annually - \$720.
- De-worming annually - \$80; and

WHEREAS, during the period that the CPD Equestrian Patrol has been in operation, the City has derived the following benefits from the below listed deployments:

- Uniformed patrol of areas that are not accessible by traditional methods due to inaccessibility to cruisers or officers on foot - narrow bridges, tall weeds, insects, snakes, etc.

- Public Relations/Outreach – The officers on horses are literally chased down by people to see the horses and touch them, take photos of/with them, etc. Many people that would not otherwise talk to a uniformed officer will approach the mounted riders to talk to them. This aids in public relations and to open communication with the residents in patrolled neighborhoods.
- Special Events – National Night Out, Christmas time patrols of mall, children's events, etc.
- Field Search Capabilities – Missing Person/Child in wooded settings.
- Mutual Aid - Other agencies needing mounted units.

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

1. This User Agreement will be for three (3) years, beginning on August 18, 2017, and ending on August 18, 2020.

2. During the term of this User Agreement, the owners will each provide one horse for use by CPD in law-enforcement related activities and purposes under the direction of CPD and under terms and circumstances contained in the operational procedures of the CPD Equestrian Patrol; however, the owners shall have full rights to utilize the horses for personal use during the term of this User Agreement. Further, the owners agree to maintain the horses in a healthy condition at the owners' expense during the term of this User Agreement.

3. During the term of this User Agreement, the owners will conduct at least twelve deployments each year. For the purpose of this agreement, a training event is considered a deployment.

3. The City will assume responsibility under the terms of Florida Statute 768.28 for injuries to others or damage to property of others arising from the use of the two horses, while the horses are engaged in law-enforcement related activities under the direction of CPD. Nothing herein, however, shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

4. The City assumes limited responsibility for the reasonable cost of veterinary care for the horses only for injuries sustained or incurred by the horses during the course of law-enforcement related activities. During the term of this User Agreement, the maximum amount that the City will pay for veterinary care during the entire term of the Agreement is three thousand five hundred dollars (\$3,500.00) for each horse injured during the course of law-enforcement related activities. If the anticipated cost of veterinary care is expected to exceed three thousand five hundred dollars (\$3,500.00) for any single horse, the owner may choose to have the horse humanely destroyed and receive compensation of three thousand five hundred dollars (\$3,500.00) for the death of the horse, or pay the excess veterinary expenditures himself/herself. Regardless, the maximum amount of the City's payment pursuant to this paragraph during the entire term of the Agreement is three thousand five hundred dollars (\$3,500.00). Routine

medical costs, as well as veterinary costs incurred as a result of the owners' personal use, shall be the responsibility of the owners.

5. CPD shall not be responsible for damage to, of loss of, personal property of the owners, or personal property of another used by the owners, while the owners and horses are engaged in approved law-enforcement related activities associated with the CPD Equestrian Patrol.

6. Nancy Miller is responsible for providing and maintaining in workable order, or ensuring access to, an adequate trailer and associated equipment, including vehicle, for the transportation of the horses to and from approved law-enforcement related activities. CPD will provide mileage reimbursement at the City's prevailing rate to Nancy Miller when the trailer is utilized to transport the horses to and from approved law-enforcement related activities. CPD is not liable for any damages sustained to the trailer or associated equipment, including vehicle.

7. CPD will supply reasonable uniforms, equipment, training, and supplies to the owners in support of approved law-enforcement related activities of the CPD Equestrian Patrol.

8. Payment for medical costs relating to injuries sustained by the owners or other riders designated by CPD during the course of approved law-enforcement related activities will be covered in accordance with the City's Workers Compensation insurance.

9. Because the general costs of purchasing and maintaining a transporting vehicle and trailer are the responsibility of Nancy Miller, and because of the numerous other miscellaneous costs incurred by the owners to maintain two horses, the owners agree to a more simplified and clearer method of offsetting costs by having the City pay \$300 per month to Nancy Miller in addition to mileage reimbursement as stated in Paragraph 6.

10. The undersigned owners have read the operational procedures of the CPD Equestrian Patrol and agree to comply with those outlined procedures.

11. Any party may terminate this User Agreement with or without cause upon written notice to the other parties.

12. This is the entire Agreement between the parties regarding the use of the horses and the responsibilities of the parties. The parties have read this document, understand their duties and responsibilities according to this Agreement, and agree to the terms as evidenced by the signatures below.

Signature Page: Equestrian User Agreement 2017-2020:

Countersigned:

George N. Cretekos
Mayor

Approved as to form:

Robert J. Surette
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By: _____
William B. Horne II
City Manager

Attest:

Rosemarie Call
City Clerk

OWNERS

By: _____
Nancy Miller

By: _____
Deborah Storey