


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Canine Transfer of Ownership	
PREPARED BY:	DIRECTOR APPROVAL:
Mark Thomas, Commander	
DEPARTMENT:	
Police	
ATTACHMENTS:	
K-9 Purchase Agreement, K-9 Transfer of Ownership Resolution	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: After years of dedicated and tireless service to the Marysville Community and the onset of health related issues, canine Hawkeye is no longer able to perform the official canine duties to the standard and expectations that the job requires. Because of these conditions, a decision has been made to retire Canine Hawkeye from service.</p> <p>With City approval and by Department policy, Hawkeye’s handler, Officer Stacey Dreyer, has first right of refusal to adopt the retired canine, and as such has expressed his desire to officially adopt Canine Hawkeye.</p> <p>Official adoption includes the payment of one dollar (\$1.00) by Officer Dreyer to the City of Marysville.</p> <p>Council action would authorize the Mayor to sign the agreement to transfer ownership of canine Hawkeye to Officer Stacey Dreyer.</p> <p>The Ownership Transfer Agreement has been approved as to form by the city Attorney’s Office.</p>	

<p>RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the agreement transferring ownership of Canine Hawkeye to Officer Stacey Dreyer.</p>
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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ANNOUNCING THE RETIREMENT OF K9 POLICE DOG HAWKEYE, DECLARING THE K9 POLICE DOG HAWKEYE TO BE SURPLUS, AND AUTHORIZING THE SALE OF THE K9 POLICE DOG HAWKEYE.

WHEREAS, the City owns K9 Police Dog HAWKEYE and has determined that HAWKEYE is to be retired and is no longer needed for further public use; and

WHEREAS, has been bonded with one master and for purposes of safety and security and for the well-being of the animal, it should remain with Officer Stacey Dreyer; and

WHEREAS, it is in the public interest sell HAWKEYE to his handler than to sell him by some other means.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that K9 Police Dog HAWKEYE is retired from service and declared surplus to the foreseeable needs of the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE it is in the public interest for the City to sell the dog to Officer Stacey Dreyer for One Dollar (\$1.00).

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Mayor or the Mayor's designee is authorized to sell the dog to Officer Stacey Dreyer.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as of _____, _____, 2017, by and between the City of Marysville, a municipal corporation (the "City") and Stacey Dreyer ("Dreyer").

BACKGROUND

- A. The Marysville Police Department owns a police dog known as K-9 Officer Hawkeye.
- B. The Marysville Police Department wants to retire Hawkeye.
- C. Dreyer is a Marysville Police officer and department K-9 handler. Dreyer has been Hawkeye's handler and wishes to buy the dog.

AGREEMENT

The City and Dreyer agree as follows:

1. Purchase. The City agrees to sell Hawkeye for \$1.00. Dreyer agrees to buy Hawkeye for \$1.00. The date on which Dreyer takes possession of Hawkeye is referred as the "Purchase Date" in this Agreement.
2. As-Is. After Purchase Date, Hawkeye is no longer a K-9 Officer and Dreyer assumes all responsibility for the condition and care of Hawkeye. The City makes no promises concerning the physical or mental health of Hawkeye. Dreyer's purchase of Hawkeye is strictly "as is."
3. K-9 Training and Handling. Dreyer warrants that he is fully aware of Hawkeye's training and history. Dreyer warrants that he is fully capable of safely handling Hawkeye.
4. Waiver. Dreyer releases the City of Marysville and its officers, employees, and agents from all claims that Dreyer now has or that may subsequently accrue to Dreyer, arising from or relating to Hawkeye.
5. Indemnity. Dreyer shall defend, indemnify, and hold the City, its officers, and employees harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts of Hawkeye after the Purchase date, except for injuries and damages caused by the sole negligence of the City.
6. General Provisions.
 - A. Governing Law and Venue. This Agreement will be governed by the laws Washington with venue in Snohomish County.

B. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

C. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

D. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the Mayor of the City and Dreyer.

E. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

Executed by the City and Dreyer as of the date first above written.

CITY OF MARYSVILLE

Jon Nehring, MAYOR

Stacey Dreyer

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY