

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement with Officer
Brandon Gill to Purchase
Retired K-9 Officer Quay

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Police
 Contact Person D/C St. Clair
 Phone Number (425) 257-8432
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President GT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Agreement	<u>Department(s) Approval</u> Police, Legal
Amount Budgeted	-0-		
Expenditure Required	-0-		Account Number(s):
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

Everett Police Officer Brandon Gill has requested to purchase the recently retired K-9 Officer Quay. K-9 Officer Quay has reached the end of his working life and is being retired from the Police Department. This Agreement assigns, conveys and transfers all rights, title and interest in Quay to Officer Brandon Gill for the sum of \$10.00.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Agreement with Officer Brandon Gill to purchase retired K-9 Officer Quay in the amount of \$10.00.

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as of June __, 2016, by and between the City of Everett, a municipal corporation (the "City") and Brandon Gill ("Gill").

BACKGROUND

- A. The Everett Police Department owns a German Shepherd dog known as K-9 Officer Quay.
- B. The Everett Police Department wants to retire Quay.
- C. Gill is an Everett Police Officer. Gill wants to buy Quay.

AGREEMENT

The City and Gill agree as follows:

1. Purchase. The City agrees to sell Quay for \$10.00. Gill agrees to buy Quay for \$10.00. The date on which Gill takes possession of Quay is referred as the "**Purchase Date**" in this Agreement.
2. As-Is. After Purchase Date, Quay is no longer a K-9 Officer and Gill assumes all responsibility for the condition and care of Quay. The City makes no promises concerning the physical or mental health of Quay. Gill's purchase of Quay is strictly "as is".
3. K-9 Training and Handling. Gill understands that Quay has received training in police canine procedures and tactics. For example, this training includes attack training and other forms of aggressive conduct. Gill warrants that he is fully aware of Quay's training and history. Gill warrants that he is fully capable of safely handling Quay.
4. Waiver. Gill waives, releases and forever discharges the City of Everett and its officers, employees, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Gill now has or that may subsequently accrue to Gill, arising from or relating to Quay. As one example, this includes waiver, release, and discharge from any personal injury claim by Gill or Gill's family arising from or relating to any action by Quay.
5. Indemnity. Gill will indemnify the City of Everett and its officers, employees, and agents from all losses (including reasonable attorney's fees and

costs), liabilities and claims arising from or relating to any action of Quay after the Purchase Date. As one example, this requires Gill to indemnify the City of Everett from any claim that arises from any personal injury caused by Quay after the Purchase Date.

6. General Provisions.

A. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

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 Gill.

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.

F. Attorneys Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorneys fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

G. Opportunity for Counsel Review. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

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

CITY OF EVERETT

GILL

RAY STEPHANSON, MAYOR



BRANDON GILL

ATTEST:

CITY CLERK

5/25/16

DATE

APPROVED AS TO FORM:

CITY ATTORNEY