

RESOLUTION NO. R2016-001

A RESOLUTION of the City Council of the City of Tumwater, Washington declaring police service dog “Otis” as retired and surplus to the City’s needs and authorizing the sale of Otis to his handler, Officer Russell Mize, according to the Retired Police Service Dog Agreement.

WHEREAS, in 2006, the City purchased a German Shepard named Otis, who after ten years of service is being retired; and

WHEREAS, the Tumwater Police Department has determined that Otis is no longer needed for current operations; and

WHEREAS, Otis has been under the constant care of his handler, Officer Russell Mize, for his working life; and

WHEREAS, the City Council finds that it is in the best interests of the City to sell Otis to his handler rather than sell him by some other means;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Surplus Declaration. Police Service Dog “Otis” is retired and hereby declared surplus to the needs of the City of Tumwater.

Section 2. Sale to Handler. Otis shall be sold to Officer Russell Mize according to the terms of the Retired Police Service Dog Agreement, attached hereto as Exhibit “A”.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

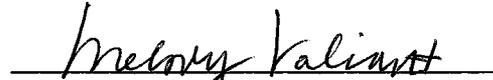
RESOLVED this 19th day of April, 2016.

CITY OF TUMWATER



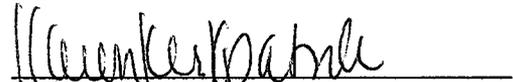
Pete Kmet, Mayor

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney

Retired Police Service Dog Agreement

Effective April 19, 2016, The City of Tumwater ("City") and [K9 Handler] Russell Mize ("Caregiver") agree to the following regarding the disposition of "Otis", a retired police service dog formerly with the City of Tumwater Police Department K9 Unit.

1. Caregiver acknowledges that City has determined that the above referenced police service dog ("the dog") is no longer of benefit to City.
2. Caregiver agrees to purchase the dog from City for the sum of \$1.00.
3. Caregiver agrees to purchase the dog voluntarily and solely at his own request.
4. Caregiver acknowledges that Caregiver is assuming the care giving duties for the dog voluntarily and not at the direction of any person associated with City.
5. Caregiver agrees to assume all care giving costs incurred by owning the dog, including but not limited to: food, shelter, grooming and medical expenses.
6. Caregiver acknowledges that the pay incentive normally granted to active Tumwater Police Department K9 officers will not continue if Caregiver is not a current K9 officer.
7. Caregiver agrees to indemnify, hold harmless, and defend City, including its City Council, officers, agents, and employees from any and all liability, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts or omissions of the Caregiver while Caregiver owns the dog or from the acts of the dog after the date of this Retired Police Service Dog Agreement ("Agreement").

8. Caregiver agrees to maintain and, upon request, present evidence to the Risk Manager that Caregiver has reasonable insurance coverage for homeowners or renters.
9. Caregiver agrees that this Agreement contemplates personal performance by Caregiver and is based on determination of Caregiver's unique competence and experience in caring for Police Service Dogs. Caregiver agrees not to sell, assign or transfer any rights to the dog.
10. Caregiver and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Caregiver and City.
11. Caregiver and City agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF TUMWATER



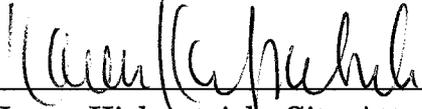
John Doan, City Administrator

CAREGIVER



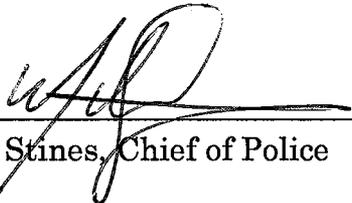
Russell Mize [K9 Handler]

APPROVED AS TO FORM



Karen Kirkpatrick, City Attorney

APPROVED AS TO CONTENT



John Stines, Chief of Police