

INTERGOVERNMENTAL TRANSFER OF SURPLUS PROPERTY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2023 by and between Snohomish County, a political subdivision of the State of Washington ("the County"), hereinafter referred to as the County, and the City of Arlington, a Washington municipal corporation, through its Police Department, hereinafter referred to as "the City" recognizes that the parties agree as follows:

- I. PURPOSE. The purpose of this agreement is to permit the County to transfer surplus property, one (1) German Shepherd dog known as "K-9 Riggs," to the City in a manner that ensures the County will not incur liability for the dog's care, condition, or actions after it is delivered.
- II. ACCEPTANCE. By signing this agreement, the City hereby accepts and acknowledges delivery of K-9 Riggs from the County, effective January 17th, 2023.
- III. ASSUMPTION OF RISK / AGREEMENT TO INDEMNIFY. The City recognizes that K-9 Riggs is a police service dog that has received training in police canine apprehension procedures and tactics training. As a result of such training and use as a police service dog, or for other reasons, K-9 Riggs may pose a risk of causing serious injury and/or death and/or property damage. The City agrees that it has had the opportunity to review all available information from the County regarding K-9 Riggs, and that the City has consulted a veterinarian, animal behaviorist, or other professional as deemed necessary to decide whether to accept K-9 Riggs under the terms of this agreement and agrees to accept K-9 Riggs.

In consideration of the County transferring K-9 Riggs to the City, the City hereby agrees to assume all risks and to waive any and all claims of liability against the County, its elected and appointed officials, officers, employees and agents that arise out of the City's ownership, use and/or possession of K-9 Riggs.

The City hereby further agrees to protect, save harmless, indemnify, and defend, at his own expense, the County, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damage of any nature whatsoever, including costs and reasonable attorney fees, relating to the condition, care, or acts of K-9 Riggs after the date of delivery under this agreement.

The foregoing paragraph is not intended to indemnify the County against liability for those damages solely caused by the gross negligence or willful misconduct of the County or its employees acting within the scope of their employment, or to indemnify the County against liability for acts of K-9 Riggs that occurred before the date of delivery. In all other respects, the indemnity is intended to be as broad and as inclusive as is permitted by the law of the State of Washington, and if any portion or aspect of it is held invalid or unenforceable, it is agreed that the balance shall continue in full legal force and effect.

- IV. NO WARRANTY. The City expressly acknowledges and agrees that the transfer of K-9 Riggs is made without warranty of any kind, either express or implied. It is understood by the City that the County makes no representation concerning the health or disposition of K-9 Riggs, which is transferred in an "as is" condition, and the City assumes all responsibility and obligation for the condition, care, and acts of K-9 Riggs after the date of delivery.
- V. VENUE AND ATTORNEY FEES. The laws of the State of Washington shall govern this agreement, and any lawsuit regarding this agreement must be brought in Snohomish County,

Washington. In any lawsuit brought to enforce the terms of this agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

VI. AUTHORITY. The City acknowledges and agrees that it has the authority to enter into this Agreement and to bind the City to its terms.

VII. SIGNATURE / ENTIRE AGREEMENT. The parties have read and voluntarily sign this agreement, acknowledging full understanding of its contents, and agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

CITY Jonathan Ventura DATE: 09 JAN 2023
Jonathan Ventura, City of Arlington Police Chief

SNOHOMISH COUNTY

Dave Somers, County Executive
Ken Klein
Executive Director

DATE: _____

RECOMMENDED FOR APPROVAL:

Adam Fortney DATE: 01/11/2023
Adam Fortney, Sheriff

APPROVED AS TO FORM:

Lyndsey Downs DATE: 1/11/2023
Deputy Prosecuting Attorney

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.01.11 14:55:48 -08'00'
Risk Management

DATE: _____

COUNCIL USE ONLY
Approved <u>2/1/2023</u>
ECAF # <u>2023-0066</u>
MOT/ORD <u>Motion 23-026</u>