

**INTERGOVERNMENTAL AGREEMENT
TRANSFERING POLICE SERVICE DOG**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between Snohomish County, a political subdivision of the State of Washington, acting on behalf of the Snohomish Regional Drug Task Force and its Participating Jurisdictions, hereinafter collectively referred to as "the SRDTF", and Washington State Department of Corrections, an agency of the State of Washington, hereinafter referred to as "the DOC."

- A. **Purpose.** The purpose of this Agreement is to establish a terms and conditions under which the SRDTF will transfer ownership to and deliver one (1) German Shorthaired Pointer dog known as K9 Cash to DOC.
- B. **Effective Date.** This Agreement shall take effect on the date it is executed by the parties and remain in effect until the obligations of the parties are discharged.
- C. **Delivery.** The SRDTF will transfer ownership and deliver K9 Cash to DOC on February 14, 2024.
- D. **Assumption Of Risk / Indemnification.** K9 Cash is a police service dog that has received training in police canine money detection procedures and tactics, including but not limited to sniffing of inanimate objects with an aggressive response by scratching aggressively on the object. As a result of such training and use as a police service dog, or for other reasons, K9 Cash may pose a risk of causing serious injury and/or death and/or property damage. The SRDTF represents that it has provided DOC with all available information and records regarding K9 Cash. DOC has had an opportunity to review SRDTF's records relating to K9 Cash, and if necessary, consult with a veterinarian, animal behaviorist, or other professional to decide whether to accept K9 Cash under the terms of this Agreement.

In consideration of SRDTF transferring ownership and delivering K9 Cash at no cost to DOC, the DOC agrees to assume all risks and to waive any and all claims of liability against SRDTF, it's Participating Jurisdictions, and their elected and appointed officials, officers, employees and agents relating to K9 Cash arising after the date of delivery and out of DOC's ownership, use and/or possession of K9 Cash.

The foregoing paragraph is not intended to indemnify SRDTF against liability for those damages solely caused by the gross negligence or willful misconduct of the SRDTF, it's Participating Jurisdictions, and their elected and appointed officials, officers, and employees acting within the scope of their employment, or to indemnify SRDTF against liability relating to K9 Cash which arose before the date of delivery to DOC.

- E. **No Warranty.** DOC expressly acknowledges and agrees that the transfer of K9 Cash is made without warranty of any kind, either express or implied. It is understood by DOC that the SRDTF makes no representation concerning the health or disposition of K9 Cash, which is transferred in an "as is" condition, and DOC assumes all responsibility and obligation for the condition, care, and acts of K9 Cash after the date of delivery.

- F. Waiver of Immunity under State Industrial Insurance Laws. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the parties' waiver of immunity under the State Industrial Insurance laws, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.
- G. Survival. The provisions of sections D and F shall survive the expiration of this Agreement.
- H. 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.

DEPARTMENT OF CORRECTIONS



DATE: 2/8/2024

SNOHOMISH COUNTY

Dave Somers, County Executive Ken Klein
 Executive Director

DATE: _____

RECOMMENDED FOR APPROVAL:



DATE: 2.20.24

Susanna Johnson, Sheriff

APPROVED AS TO FORM:



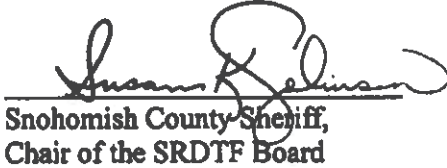
DATE: 2.8.2024

Deputy Prosecuting Attorney


 Barker, Sheila
 Digitally signed by Barker, Sheila
 Date: 2024.02.22 11:50:13 -08'00'

DATE: _____

Risk Management



DATE: 2-20-24

Snohomish County Sheriff,
 Chair of the SRDTF Board

COUNCIL USE ONLY	
Approved	<u>3/13/2024</u>
ECAF #	<u>2024-0238</u>
MOT/ORD	<u>Motion 24-101</u>