



STAFF REPORT

Date: September 23, 2014
To: City Council
From: Bryan Montgomery, City Manager
SUBJECT: Resolution Acknowledging the Retirement of K-9 Shadow and approving conveyance agreement with Roger Canady.

Background and Analysis

One of our K-9 service dogs, "Shadow," has served the residents of Oakley well over the past several years and is now of the age of retirement. Shadow's handler has been Officer Roger Canady who will be soon leaving the Contra Costa Sheriff's Office to take a position with the City of Vacaville.

The timing is such that this seems like a good time to announce Shadow's retirement and to enter into an agreement with Roger Canady to provide a good home as Shadow lives out his retirement years. The attached agreement would memorialize this conveyance and is presented to you for your consideration.

Shadow and Officer Canady plan on being present at the Council Meeting and Shadow will be honored by his fellow officers. This also provides an opportunity for the City Council to thank him for his service.

The City has one other K-9 service dog, Oleg, who will be continuing his service and expanding his duties. There are no immediate plans to bring another K-9 service dog on board.

Fiscal Impact

The proposed agreement conveys all financial responsibility and liability to Roger Canady.

Recommendation

Adopt a resolution approving agreement to convey K-9 Service Dog Shadow to Roger Canady.

Attachments

1. Resolution
2. Conveyance Agreement

**Agreement for Sale of City of Oakley
K9 Service Dog - Shadow**

THIS AGREEMENT for Sale of Service Dog (the "Agreement") is entered into as of the 23rd of September, 2014, by and between the City of Oakley ("CITY") and Roger Canady, an individual "CANADY."

RECITALS

WHEREAS, the K-9 Service Dog "Shadow," having served the people of the City of Oakley, is nearing retirement; and

WHEREAS, the CITY seeks to find a good home for the care of Shadow in his senior years; and

WHEREAS, Sheriff's Deputy Roger Canady, in his individual capacity, has agreed to purchase Shadow and to keep and care for Shadow as a pet;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. CONSIDERATION. In consideration of the sum of one dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, CITY sells, conveys and transfers the City of Oakley K-9 Service Dog "Shadow," more specifically described as:

Dog's Name: SHADOW	
Breed of Dog: Belgian Malinois	Color of Dog: Black
Dog's Date of Birth: 05/26/04	Sex of Dog: X Male 0 Female
Registration# (if applicable): N/A	
Sire Name: Unknown	Registration# (if applicable):
Dam Name: Unknown	Registration# (if applicable):

2. REGISTRATION AND OWNERSHIP TRANSFERS: Upon payment in full as set forth above, CITY shall promptly transfer ownership and registration, if applicable, of Shadow to CANADY.

3. CITY'S REPRESENTATIONS: CITY warrants to CANADY that CITY is the legal and true owner of Shadow and that CITY has the unqualified right to sell Shadow. Furthermore, CITY warrants that Shadow is sold free and clear of any lien, security interest, or other encumbrance.

4. CANADY'S REPRESENTATIONS AND DUTIES. From and after the transfer of Shadow to CANADY, CANADY shall humanely care for Shadow, and provide adequate nutritional food, exercise, love, veterinary care, and companionship to Shadow. CANADY makes this Agreement in his individual capacity, and his employment relationship with Contra Costa County (who provides contract police services to CITY) is in no manner related to his role as a party to this Agreement. In the event of any future disagreement, claim, dispute, or lawsuit between the parties with respect to this Agreement or to Shadow, CANADY will not assert that his employment relationship with County in any manner enhances his position over that of an unrelated third party buyer. CANADY is aware that Shadow was trained as, and served as a K-9 Service Dog. In such capacity, Shadow was taught to attack persons on command, and that Shadow on many occasions has attacked persons resulting in personal injury to them. CANADY understands that such training cannot be unlearned. Accordingly, CANADY agrees to take all necessary and reasonable precautions to assure that Shadow does not wrongfully attack any persons.

5. WARRANTIES: Shadow is sold with no express or implied warranties or representations having been made by CITY to CANADY other than those expressly stated above.

6. INDEMNIFICATION. CANADY hereby agrees to indemnify and hold harmless the City of Oakley, and its employees (specifically including any and all employees who have trained or handled Shadow), officers and agents, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") for any injuries or death caused to any persons and for any damage to any property, caused by Shadow subsequent to the transfer of his ownership to CANADY.

7. DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR FROM ANY SUBSEQUENT ACTION OR OMISSION ON THE PART OF THE DOG "SHADOW," WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

8. ENTIRE AGREEMENT. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF OAKLEY

ROGER CANADY

By: _____
Bryan H. Montgomery, City Manager

Roger Canady, Individually

Approved as to Form:

By: _____
William R. Galstan, Special Counsel

Attest:

By: _____
Libby Vreonis, City Clerk