

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

**AN ORDINANCE AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE TO ENTER INTO AN AGREEMENT FOR THE SALE OF THE DRUG CANINE "HARRY" TO THE BOARD OF COMMISSIONERS OF PICKAWAY COUNTY TO BE USED BY THE PICKAWAY COUNTY SHERIFF'S DEPARTMENT AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Circleville and the County of Pickaway are desirous of entering into an intergovernmental agreement for the transfer of ownership of the drug canine known as "Harry" to Pickaway County in consideration of receiving reasonable compensation for this canine; and

**WHEREAS**, the sale of this drug canine to the county will not be detrimental to the citizens of the City of Circleville and same ought to be done;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Circleville, Pickaway County, Ohio, as follows:

**SECTION I.** That the Director of Public Safety, Division of Police is hereby authorized to enter into an agreement with the Board of Commissioners of Pickaway County for the sale of the drug canine known as "Harry" to be used by the Pickaway County Sheriff's Department for drug detection purposes.

**SECTION II.** That pursuant to the terms of this intergovernmental agreement, the sale of this drug canine shall be for an amount not less than Twelve Thousand Dollars (\$12,000.00) and otherwise in accordance with the terms and conditions of the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION III.** That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the citizens of the City of Circleville, such emergency arising out of the immediate need to complete this governmental transaction so as to provide sufficient funding to the City for the training and handling of another drug detection canine to be used by the Police Department without undue delay, so that this ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY D. KENWORTHY  
CIRCLEVILLE CITY LAW DIRECTOR

REVIEWED BY LAW DIRECTOR  
AND APPROVED AS TO FORM

## INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered hereinto by and between the City of Circleville, Ohio, by and through its Safety Director hereinafter referred to as the "City" and the Board of Commissioners of Pickaway County, Ohio, by and through the Pickaway County Sheriff, hereinafter referred to as the "County".

**Whereas**, the City and County both have a canine program for assistance of the respective law enforcement agencies in the detection and prosecution of drug related activities; and

**Whereas**, the Officer specifically trained as the canine handler of the police canine of the City known as "Harry" has terminated his employment with the City and commenced his employment with the Pickaway County Sheriff's Office; and

**Whereas**, to allow the Sheriff's Office to immediately have available another canine officer without the necessity of further canine training for this officer with a new drug canine, the County is willing to purchase the current drug canine of the City known as "Harry" and to further make available to the City a drug canine upon request until a new canine handler and replacement for this canine can be trained and ready for service by the City.

**NOW, THEREFORE**, and in consideration of the mutual covenants, agreements and conditions hereinafter set forth, the parties hereto agree as follows:

### **SECTION I: Purchase Price and Payment:**

In consideration of the sum of \$12,000.00 to be paid by the County, the City agrees to sell, convey and deliver to County the City's drug canine known as "Harry" to be utilized by the Pickaway County Sheriff's Office for drug detection and enforcement purposes. It is agreed that the amount of the purchase price for the City's canine is based upon this canine's estimated fair market value as determined by the canine provider and trainer and in consideration of his age and expected remaining useful life as a drug detection animal. Payment by County to the City shall be made within the normal vouchering process period not to exceed twenty-one (21) days after receipt of this canine.

### **SECTION II: Delivery and Transfer of Ownership:**

Delivery of the City canine shall be made to County with the pickup of canine "Harry" to be from Shallow Creek Kennels by the Sheriff's Office within 24 hours after the passage of the Ordinance by the Council of the City of Circleville authorizing completion of this transaction. Further, ownership of the dog shall be considered as transferred to the County immediately upon the passage of this Ordinance and execution of this Agreement by both parties.

### **SECTION III: Representations of the City:**

City represents and warrants to County as follows:

- A. City is the legal and true owner of the drug canine known as "Harry" and has full right and authority to sell this canine.
- B. The drug canine herein is being sold free and clear of any lien, security interest, charge or other encumbrance.
- C. The drug canine known as "Harry" has completed all training necessary to be used for drug detection purposes.
- D. To the best knowledge of the City, this dog is in good health and free from any injuries or other physical defects which would prevent it from performing drug detection duties. City, however, does not provide any warranty as to the dog's fitness for any specific purpose other than as is noted herein.

### **SECTION IV: Representation of County:**

- A. Upon approval of this agreement and transfer of ownership, County will be solely responsible for any and all expenses of the canine incurred after taking possession of "Harry" including all necessary veterinary care, regular vaccinations and training expenses.
- B. County, through its Sheriff, shall take all action necessary to process payment for this canine through the normal county vouchering process to ensure payment to the City of this animal within the time frames established pursuant to this agreement.
- C. County releases City from any and all liability, costs or damages caused by the canine "Harry" after placement with County, including but not limited to, damage to or destruction of property, and injury to any person.
- D. Until the City is able to obtain a replacement canine for "Harry" and properly train a handler for this canine, the Pickaway County Sheriff's Office will provide a pro-active presence in the City with its canine units and otherwise make a drug detection canine available to the Circleville Police Department upon request.

### **SECTION V: Obligation of Prior Dog Handler:**

As part of the consideration for the purchase of this canine from the City, it is agreed that the prior dog handler for "Harry", upon execution of this agreement, is relieved from any further obligation for reimbursement to the City of sums otherwise due from this handler for the cost of this Officer's initial canine handler training as a result of his early termination of employment with the City as set forth in the Police Collective Bargaining Agreement and the Addendum to this Agreement between the City and said dog handler.

**SECTION VI: Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**SECTION VII: Entire Agreement**

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

**SECTION VIII: Modification of Agreement**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**SECTION IX: Binding Effect**

This agreement shall bind and inure to the benefit of the respective parties hereto as well as all successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound hereby, have hereunto set their hands on this \_\_\_\_\_ day of March, 2020.

**City of Circleville**

By: Tony Chamberlain  
Tony Chamberlain-Safety Director

**Pickaway County, Ohio**

By: Robert B. Radcliff  
Robert B. Radcliff-Sheriff