

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: September 6, 2016

SUBJECT: Transfer of Ownership—Canine Officer Jill of the Henderson County Sheriff's Office

PRESENTER: Sheriff Charles McDonald

ATTACHMENT(S): Yes
1. Resolution

SUMMARY OF REQUEST:

The Henderson County Sheriff's Office requests that the ownership of Canine Officer Jill be transferred to Deputy Josh Albertson as Canine Officer Jill is no longer able to perform her duties. A tentative agreement between the parties has been reached to effectuate the transfer that holds Henderson County harmless for any expense or responsibility.

Canine Officer Jill has served the Henderson County Sheriff's Office, and has significantly contributed to the resolution of numerous cases. Canine Officer Jill has spent her life serving our community and agency. The Henderson County Sheriff's Office thanks Canine Officer Jill for her many years of service.

BOARD ACTION REQUESTED:

The Board is requested to allow Sheriff Charles McDonald and the Henderson County Sheriff's Office to transfer ownership of Canine Officer Jill to Deputy Josh Albertson.

SUGGESTED MOTION:

I move the Board allow Sheriff Charles McDonald and the Henderson County Sheriff's Office to transfer ownership of Canine Officer Jill to Deputy Josh Albertson.

**TRANSFER OF OWNERSHIP, RELEASE, INDEMNITY AND HOLD
HARMLESS AGREEMENT**

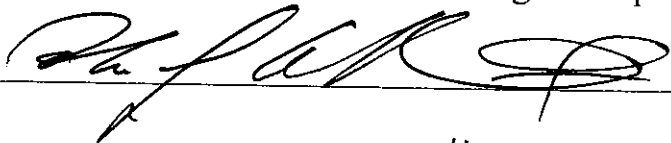
WHEREAS; the Sheriff of Henderson County wishes to transfer ownership of law enforcement canine **Jill** to **Deputy Josh Albertson** and a tentative agreement has been reached between the parties to effectuate such transfer; and

WHEREAS; **Deputy Josh Albertson** acknowledges that upon transfer of law enforcement canine **Jill** to his ownership, the said canine shall become his individual property, for which he bears sole responsibility; and


WHEREAS; upon transfer of law enforcement canine **Jill**, the Sheriff of Henderson County surrenders any interest in or responsibility whatsoever for the said canine; and

WHEREAS; subsequent to such transfer, the Sheriff of Henderson County cannot guarantee the behavioral propensities, discipline or safety of law enforcement canine **Jill**, and accordingly makes no such guarantee, but is reasonable in depending on **Deputy Josh Albertson** to exercise reasonable care in maintaining the these characteristics of the said canine:

NOW, THEREFORE, in consideration for the transfer of ownership of the law enforcement canine **Jill**, **Deputy Josh Albertson**, and his agents, agree to hold harmless, release, and indemnify the Sheriff of Henderson County, the County of Henderson, and any other person, firm or corporation charged or chargeable with responsibility or liability, and their agents, servants, successors, heirs, executors, administrators and assigns, of and from any and all claims and actions relating to law enforcement canine **Jill**, and accruing subsequent to the said transfer.

BY: 

WITNESS my hand and seal this 5th day of August, 2016


Carey M. Larned, Notary Public

My commission expires: 4/18/2020

