

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Sheriff

BOARD AGENDA #: *B-5

AGENDA DATE: October 25, 2016

SUBJECT:

Approval of the Agreement for the Sheriff to Retire Canine Cody and Canine Ringo from the Sheriff's Canine Unit

BOARD ACTION AS FOLLOWS:

No. 2016-531

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff
Urgent Routine

BOARD AGENDA #: *B-5

AGENDA DATE: October 25, 2016

CEO CONCURRENCE: 

4/5 Vote Required: Yes No

SUBJECT:

Approval of the Agreement for the Sheriff to Retire Canine Cody and Canine Ringo from the Sheriff's Canine Unit

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to retire two (2) canines from the Sheriff's Department service and enter into a Canine Retirement Contract with the Canine's current handlers.

DISCUSSION:

It has been the Department's practice to retire canines to their handlers when they reach an age or condition where they can no longer be of service. There is a need to retire two (2) of the Sheriff's current canines.

Canine Cody is a 10 year old Belgian Malinois that began service with the Sheriff's Department in November 2010. Cody was recently evaluated and needs to be retired due to age. Canine Ringo is a 9 year old Belgian Malinois that began service with the Sheriff's Department in July 2011. Ringo was recently evaluated and needs to be retired due to health conditions that do not allow him to work in a patrol canine capacity.

The Sheriff's Department desires to retire both canine Cody and canine Ringo from law enforcement service and enter into retirement contracts with their respective current handlers, Deputy Ballance and Deputy Stovall. The Department would like to retire the canines to their current handler so the dogs may live out their remaining years with someone who has and will now continue to care of them.

POLICY ISSUE:

Board of Supervisors approval is necessary for the transfer of these County Assets.

FISCAL IMPACT:

The retired canine Cody will be sold for \$1.00 to the current handler Deputy Sheriff Barry Ballance. The retired canine Ringo will be sold for \$1.00 to his handler Deputy Sheriff Adam Stovall. There is no additional impact to the General Fund associated with this item.

Approval of the Agreement for the Sheriff to Retire Canine Cody and Canine Ringo from the Sheriff's Canine Unit

Cost of recommended action:	\$	-
Source(s) of Funding:		
Deputy Ballance and Deputy Stovall	2	
Funding Total:	<u>\$</u>	<u>2</u>
Net Cost to County General Fund	<u>\$</u>	<u>(2)</u>

Fiscal Year:

2016-17
No

Budget Adjustment/Appropriations needed:

BOARD OF SUPERVISORS' PRIORITY:

This item is being submitted to the Board of Supervisors to approve the contracts necessary to implement the above actions. Approval of this action supports the Board of Supervisor's priorities of A Safe Community and Effective Partnerships.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Lieutenant Tori Hughes, (209) 525-7183

ATTACHMENT(S):

Attachment 1 - Canine Cody Retirement Agreement

Attachment 2 - Canine Ringo Retirement Agreement

ATTACHMENT 1

CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this ____ day of October, 2016, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Barry Ballance, hereinafter referred to as "OWNER".

This AGREEMENT is made with regard to the following recitals which are part of this agreement:

- A. OWNER wishes to assume ownership and take possession of that certain canine named Cody who is being retired from law enforcement service, described as a Male Belgian Malinois breed.

- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject dog.




- C. COUNTY does hereby agree to relinquish all of it's or the rights, title and ownership interest in said dog whatsoever, effective upon OWNER's execution and return of this document and payment of the sum of \$1.00 to the COUNTY.

NOW, THEREFORE, in consideration of this AGREEMENT, the parties hereto agree as follows:

- 1. OWNER does assume ownership of the canine named Cody, and any and all risks arising from actions of said dog, including, but not limited to, risk of injury or death to third persons, and shall defend, indemnify and hold COUNTY harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur

on or after the date ownership of the dog is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being October 25th 2016.

2. COUNTY further agrees to continue to be responsible for all liability for risks and dangers relating to the ownership of the subject canine before the aforementioned date, and to indemnify and hold OWNER harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police dog before the date ownership is transferred from COUNTY to OWNER.
3. OWNER acknowledges that he/she has read the foregoing AGREEMENT and understands each of its provisions, and agrees to all terms.
4. OWNER agrees to pay the sum of \$1.00.

STANISLAUS COUNTY Department of SHERIFF  By: _____ Adam Christianson Sheriff-Coroner	NEW OWNER  By: _____ Barry Ballance Deputy Sheriff-Coroner
APPROVED AS TO FORM: John P. Doering County Counsel  By: _____ Robert J. Taro Deputy County Counsel	

ATTACHMENT 2

CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this ____ day of October, 2016, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Adam Stovall, hereinafter referred to as "OWNER".

This AGREEMENT is made with regard to the following recitals which are part of this agreement:

- A. OWNER wishes to assume ownership and take possession of that certain canine named Ringo who is being retired from law enforcement service, described as a Male Belgian Malinois breed.

- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject dog.


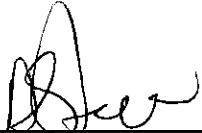
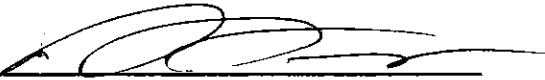
- C. COUNTY does hereby agree to relinquish all of it's or the rights, title and ownership interest in said dog whatsoever, effective upon OWNER's execution and return of this document and payment of the sum of \$1.00 to the COUNTY.

NOW, THEREFORE, in consideration of this AGREEMENT, the parties hereto agree as follows:

- 1. OWNER does assume ownership of the canine named Ringo, and any and all risks arising from actions of said dog, including, but not limited to, risk of injury or death to third persons, and shall defend, indemnify and hold COUNTY harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur

on or after the date ownership of the dog is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being October ____, 2016.

2. COUNTY further agrees to continue to be responsible for all liability for risks and dangers relating to the ownership of the subject canine before the aforementioned date, and to indemnify and hold OWNER harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police dog before the date ownership is transferred from COUNTY to OWNER.
3. OWNER acknowledges that he/she has read the foregoing AGREEMENT and understands each of its provisions, and agrees to all terms.
4. OWNER agrees to pay the sum of \$1.00.

<p>STANISLAUS COUNTY Department of SHERIFF</p> <p>By:  Adam Christianson Sheriff-Coroner</p>	<p>NEW OWNER</p> <p>By:  Adam Stovall Deputy Sheriff-Coroner</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Robert J. Taro Deputy County Counsel</p>	