

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

DEPT: SHERIFF

BOARD AGENDA #: *B-10

AGENDA DATE: January 24, 2017

SUBJECT:

Approval of the Agreement for the Sheriff to Retire Canine Joker from the Sheriff's Canine Unit

BOARD ACTION AS FOLLOWS:

No. 2017-34

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote.

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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-10

AGENDA DATE: January 24, 2017

CEO CONCURRENCE: *phc*

4/5 Vote Required: Yes No

RG 4/18

SUBJECT:

Approval of the Agreement for the Sheriff to Retire Canine Joker from the Sheriff's Canine Unit

STAFF RECOMMENDATIONS:

Authorize the Sheriff to retire one (1) canine from the Sheriff's Department service and enter into a Canine Retirement Contract with the Canine's current handler.

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 one (1) of the Sheriff's current canines.

Canine Joker is a six and a half (6 ½) year old Belgian Malinois that began service with the Sheriff's Department in June of 2011. Joker was recently evaluated and needs to be retired due to multiple health conditions that prevent him from working in a patrol canine capacity.

The Sheriff's Department desires to retire canine Joker from law enforcement service and enter into retirement contract with his current handler, Deputy Crain so the dog may live out his remaining years with someone who has and will now continue to care for him.

This action is consistent with County practice for retiring canines from duty and transferring ownership.

POLICY ISSUE:

Board of Supervisors' approval is necessary for the transfer of County assets, in this case the transfer of ownership of a Department canine from the County to its handler via retirement contract.

FISCAL IMPACT:

The retired canine Joker will be sold for \$1.00 to the current handler Deputy Sheriff Nathan Crain. There is no additional impact to the General Fund associated with this item.

Approval of the Agreement for the Sheriff to Retire Canine Joker from the Sheriff's Canine Unit

Cost of recommended action:		\$ -
Source(s) of Funding:		
Deputy Crain	1	
Funding Total:		\$ 1
Net Cost to County General Fund		\$ (1)
Fiscal Year:	2016-17	
Budget Adjustment/Appropriations needed:	No	

BOARD OF SUPERVISORS' PRIORITY:

Approval of this action supports the Board of Supervisors' priorities of A Safe Community and Effective Partnerships by ensuring that the Department engages only those canines able to work and coordinating the transfer of care once retirement has been determined.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Lieutenant Tori Hughes, (209) 525-7183

ATTACHMENT(S):

Attachment 1 - Canine Retirement Contract

Attachment 1

CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this ___ day of January, 2017, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Nathan Crain, 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 Joker 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.

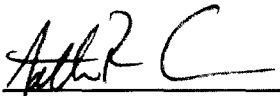
- C. COUNTY does hereby agree to relinquish all of its rights, title and ownership interest in said dog whatsoever, effective upon OWNER's execution and return of this document and payment of the sum of \$1.00 to the COUNTY.

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

- 1. OWNER does assume ownership of the canine named Joker, 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

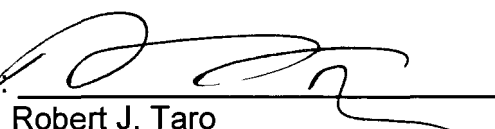
on or after the date ownership of the dog is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being January ____, 2017.

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:  _____ Nathan Crain Deputy Sheriff-Coroner
APPROVED AS TO FORM: John P. Doering County Counsel By: _____ Robert J. Taro Deputy County Counsel	

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