

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

DEPT: Sheriff

BOARD AGENDA #: *B-5

AGENDA DATE: July 25, 2017

SUBJECT:

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

BOARD ACTION AS FOLLOWS:

No. 2017-408

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


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 RW BOARD AGENDA #: *B-5
AGENDA DATE: July 25, 2017

CEO CONCURRENCE: *phx* 4/5 Vote Required: Yes No

SUBJECT:
Approval of the Agreement for the Sheriff to Retire Canine Smoke from the Sheriff's Canine Unit

STAFF RECOMMENDATIONS:

1. 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 Smoke is a 9 ½ year old Belgian Malinois that began service with the Sheriff's Department in November 2008. Due to Smoke's age and health, it has been determined that he is no longer able to work in a patrol canine capacity.

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

POLICY ISSUE:

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

FISCAL IMPACT:

The retired canine Smoke will be sold for \$1.00 to the current handler Deputy David Thompson. There is no additional impact to the General Fund associated with this item.

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

Cost of recommended action:

Source(s) of Funding:

Detective Thompson

Funding Total:

Net Cost to County General Fund

1
\$ 1
\$ (1)

Fiscal Year:

Budget Adjustment/Appropriations needed:

2017-2018
No

BOARD OF SUPERVISORS' PRIORITY:

This item is being submitted to the Board of Supervisors to approve the contract necessary to implement the above action. 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 Smoke Retirement Agreement

Attachment 1

CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this ____ day of July, 2017, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and David Thompson, 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 Smoke 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.

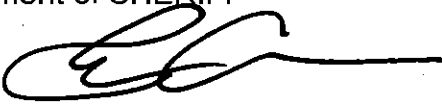


- C. COUNTY does hereby agree to relinquish all of its' rights, title and ownership interest in said dog whatsoever, effective upon OWNER's execution and return of this document and payment of the sum of \$1.00 to the COUNTY.

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

- 1. OWNER does assume ownership of the canine named Smoke, 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 July ____, 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.

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