

BOARD ACTION SUMMARY

DEPT: Probation

BOARD AGENDA:5.B.3
AGENDA DATE: July 17, 2018

SUBJECT:

Approval of the Agreement for the Chief Probation Officer to Retire Canine Bear from the Probation Department

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0359

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

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


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, Clerk of the Board of Supervisors

File No.

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

DEPT: Probation

BOARD AGENDA:5.B.3
AGENDA DATE: July 17, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Agreement for the Chief Probation Officer to Retire Canine Bear from the Probation Department

STAFF RECOMMENDATION:

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

DISCUSSION:

Canine Bear is a black Labrador born on June 11, 2007. He began service with the Probation Department in October 2008, and was the Department's very first detection canine. Over the last several months, Canine Bear has sustained a steady decline in his physical ability to safely perform his tasks as a detection canine. Due to Canine Bear's age and health, it has been determined that he is no longer able to work in a detection canine capacity.

The Probation Department desires to retire Canine Bear from service effective July 17, 2018, and enter into a retirement contract with his current handler, Deputy Probation Officer III, Cris Strode. The Department would like to retire Canine Bear to his handler so that he can live out his remaining years with someone who will continue to care for him.

POLICY ISSUE:

Board of Supervisors' approval is necessary for the transfer of this County asset.

FISCAL IMPACT:

Canine Bear will be sold for \$1.00 to his current handler, Deputy Probation Officer III, Cris Strode. There is no additional impact to the General Fund associated with this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Supporting Strong and Safe Neighborhoods* by ensuring the Department deploys only canines that are able to work safely and by coordinating the transfer of care once retirement has been determined.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Mike Hamasaki, Chief Probation Officer

Telephone: (209) 525-4503

ATTACHMENT(S):

1. Canine Retirement Contract

CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 17th day of July, 2018, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Cris Strode, 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 Bear who is being retired from law enforcement service, described as a Black Labrador breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced canine, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject canine.
- C. COUNTY does hereby agree to relinquish all of its rights, title and ownership interest in said canine 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 Bear, 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 canine is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being July 17, 2018.
- 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 canine before the date ownership is transferred from COUNTY to OWNER.
- 3. OWNER acknowledges that he 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
PROBATION DEPARTMENT**

By: 

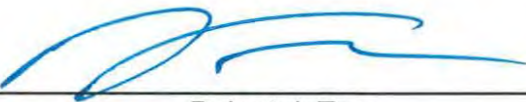
*Mike Hamasaki, Chief Probation Officer
Stanislaus County Probation Department*

NEW OWNER

By: 

Cris Strode
Deputy Probation Officer III

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

Robert J. Taro
Deputy County Counsel