

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

DEPT: Sheriff

BOARD AGENDA: 6.B.5  
AGENDA DATE: October 30, 2018

**SUBJECT:**

Approval of the Agreements for the Sheriff to Retire Two Canines from the Sheriff's Canine Unit

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0524**

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

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

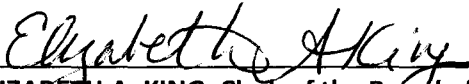
Noes: Supervisors: None \_\_\_\_\_

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: Sheriff

BOARD AGENDA:6.B.5  
AGENDA DATE: October 30, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of the Agreements for the Sheriff to Retire Two Canines from the Sheriff's Canine Unit

**STAFF RECOMMENDATION:**

1. Authorize the Sheriff to retire two (2) canines from the Sheriff's Department service and enter into Canine Retirement Contracts 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 Ace is a 7 ½ year-old Belgian Malinois that began service with the Sheriff's Department in September of 2014. Due to Ace's age, health and behavioral issues, it has been determined that he is no longer able to work in a patrol canine capacity.

Canine Rocky is a 9-year-old Belgian Malinois that began service with the Sheriff's Department in October of 2013. Due to Rocky's age and health issues, it has been determined that he is no longer able to work in a patrol canine capacity.

The Sheriff's Department desires to retire both canine Ace and canine Rocky from law enforcement service and enter into retirement contracts with their current handlers, Deputy Freddie Nevarez and Deputy Wade Carr. The Department would like to retire both canines to their current handlers, so the dogs may live out their remaining years with someone who has and will now continue to care for them.

**POLICY ISSUE:**

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

**FISCAL IMPACT:**

The retiring canines, Ace and Rocky, will be sold for \$1.00 each to their current handlers, Deputy Freddie Nevarez and Deputy Wade Carr. There is no additional impact to the General Fund associated with this item.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended action is consistent with the Boards' priority of *Supporting Strong and Safe Neighborhoods* and *Delivering Efficient Public Services* by ensuring department canines are utilized until their useful working life has been completed.

**STAFFING IMPACT:**

There is no staffing impact associated with this item as existing Sheriff's Department staff will manage the contract process.

**CONTACT PERSON:**

Adam Christianson, Sheriff-Coroner, (209) 525-7216

**ATTACHMENT(S):**

1. Canine Ace Retirement Contract
2. Canine Rocky Retirement Contract

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 30<sup>th</sup> day of October, 2018, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Freddie Nevarez, hereinafter referred to as "OWNER".

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


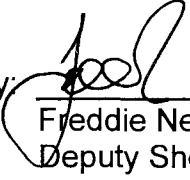

- A. OWNER wishes to assume ownership and take possession of that certain canine named Ace who is being retired from law enforcement service, described as a Male Belgian Malinois breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject canine.
- C. COUNTY does hereby agree to relinquish all of it's or the 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 Ace, and any and all risks arising from actions of said canine, 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 October 30, 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 police canine 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><b>STANISLAUS COUNTY</b> Department of SHERIFF</p> <p>By:  Adam Christianson Sheriff-Coroner</p>	<p><b>NEW OWNER</b></p> <p>By:  Freddie Nevarez Deputy Sheriff-Coroner</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Robert J. Taro Deputy County Counsel</p>	

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 20<sup>th</sup> day of October, 2018, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Wade Carr, hereinafter referred to as "OWNER".

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


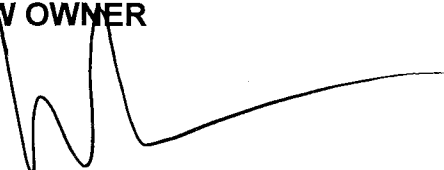

- A. OWNER wishes to assume ownership and take possession of that certain canine named Rocky who is being retired from law enforcement service, described as a Male Belgian Malinois breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of both ownership and all liability for any and all damages caused by the subject canine.
- C. COUNTY does hereby agree to relinquish all of it's or the 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 Rocky, and any and all risks arising from actions of said canine, 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 October 30, 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 police canine 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.

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