

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

DEPT: Sheriff's Department

BOARD AGENDA # *B-13

Urgent

Routine

AGENDA DATE June 30, 2009

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

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

STAFF RECOMMENDATIONS:

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

FISCAL IMPACT:

The retiring canine, Fons, will be sold for \$1.00 to the current handler, Deputy Sheriff Lloyd MacKinnon. Due to injuries suffered by Fons, it was determined that another canine should be purchased as a replacement and appropriations were included in the Fiscal Year 2008-2009 budget for the purchase. In March of 2009, canine Blade was purchased for \$10,344 from Adlerhorts International, Inc. Canine Fons' last day of service for the Sheriff's Department was May 26, 2009. There is no additional impact to the General Fund associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2009-442

On motion of Supervisor O'Brien, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, 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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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

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 of the Sheriff's Department current canines. Fons is an eight year old male Belgian Malinois breed and is medically unable to continue in service to the Sheriff's Department due to a recurring knee injury that affects his ability to perform his job duties.

The Sheriff's Department desires to retire canine Fons from law enforcement service and enter into a retirement contract with his current handler, Deputy Sheriff Lloyd MacKinnon, so the dog may live out his remaining years with the handler who has and will now continue to care for him. This item is being submitted to the Board of Supervisors to approve the contract necessary to implement this action.

POLICY ISSUES:

Approval of this action supports the Board of Supervisors' priorities of A safe community and Effective partnerships.

STAFFING IMPACT:

There is no staffing impact associated with this item.

BOARD OF SUPERVISORS

CANINE RETIREMENT CONTRACT

2009 JUL 15 A 10: 50

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 4th day of June 2009, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and LLOYD MACKINNON, hereinafter referred to as "OWNER".

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

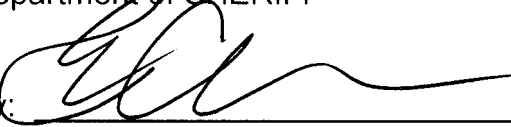

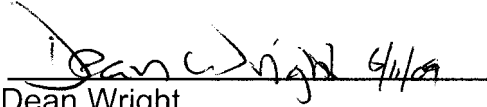
- A. OWNER wishes to assume ownership and take possession of that certain canine named FONS who is being retired from law enforcement service, described as a male Belgian Malinois breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself 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 his right, 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 FONS, 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 to 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 June 4, 2009.

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. COUNTY acknowledges that he/she has read the foregoing AGREEMENT and understands each of its provisions, and agrees to all terms.

<p>STANISLAUS COUNTY Department of SHERIFF</p> <p>By: </p> <p>Name: Adam Christianson Title: Sheriff-Coroner</p>	<p>NEW OWNER</p> <p>By: </p> <p>Name: Lloyd MacKinnon Title: Deputy</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: </p> <p>Dean Wright Deputy County Counsel</p>	