

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

*B-10

DEPT: Sheriff's Department

BOARD AGENDA #

Urgent

Routine

AGENDA DATE September 1, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the Agreement for the Sheriff to Purchase One Canine from the Stanislaus Sheriff's K9 Association

STAFF RECOMMENDATIONS:

Authorize the Sheriff to enter into and sign an agreement to purchase one canine from the Stanislaus Sheriff's K9 Association for \$1.00.

FISCAL IMPACT:

The new canine, Maximus, will be purchased for \$1.00 from the Stanislaus Sheriff's K9 Association. In order for the Department to utilize Maximus in the canine unit, the dog must be the property of the Stanislaus County Sheriff's Department. The cost of the care and handling of the canine has been included in the Department's Fiscal Year 2009-2010 budget. There is no additional impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-565

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

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X 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 Purchase One Canine from the Stanislaus Sheriff's K9 Association

DISCUSSION:

On August 12, 2009 the Stanislaus Sheriff's K9 Association, a 501c3 non-profit association, received a \$10,100 donation from the Wal-Mart community fund to purchase Maximus, a German Shepherd. The K9 Association desires to sell Maximus to the Sheriff's Department for one dollar so that Maximus can be a part of the Sheriff's Canine Unit.

POLICY ISSUES:

Approval of this action supports the Board of Supervisors' priority of A Safe Community.

STAFFING IMPACT:

There is no staffing impact associated with this ite

CANINE PURCHASE CONTRACT

BOARD OF SUPERVISORS

2009 SEP 24 P 12: 39

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this day of 9-1- 2009, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Stanislaus County Sheriff's K9 Association, hereinafter referred to as "OWNER".

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

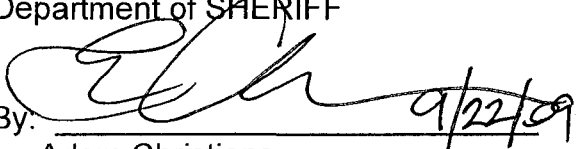
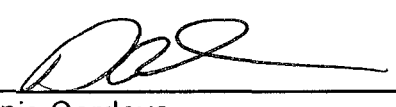

- A. COUNTY wishes to assume ownership and take possession of that certain canine named MAXIMUS. Described as a male German Shepherd breed.
- B. COUNTY wishes to acquire ownership of the above-referenced dog, and OWNER wishes to divest himself of both ownership and liability for actions of the subject dog.
- C. OWNER does hereby agree to relinquish all of his right, title and ownership interest in said dog whatsoever, effective upon COUNTY's execution and return of this document and payment of the sum of \$1.00 to the OWNER.

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

1. COUNTY does assume ownership of the police canine named MAXIMUS, 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 OWNER 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 9-1-, 2009.

2. OWNER further assumes all liability arising from actions of said dog prior to the aforementioned date, and to indemnify and hold COUNTY 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.
3. COUNTY further agrees to return ownership of the canine name MAXIMUS to OWNER in the event that OWNER is no longer a team member of the Sheriff's K9 Unit or when MAXIMUS is retired from the K9 Unit for any reason. OWNER will reimburse COUNTY for the original purchase amount of \$1.00
4. OWNER acknowledges that he 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:  9/22/09 Adam Christianson Sheriff-Coroner</p>	<p>OWNER</p> <p>By:  Dennis Cordova Stanislaus Sheriff's K9 Association</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  8/21/09 Dean Wright Deputy County Counsel</p>	