

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

DEPT: Sheriff's Department

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE September 29, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

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, Zeus, will be sold for \$1.00 to the current handler, Deputy Sheriff Jesse Grogan. Over the last 2 years, Zeus has been to the veterinarian several times for various medical issues. This last year, medical expenses for Zeus exceeded \$1,600 dollars.

BOARD ACTION AS FOLLOWS:

No. 2009-649

On motion of Supervisor Monteith, 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) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



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. Zeus is an approximately 9 year old male Australian Shepherd. He was acquired as a narcotics K-9 in March of 2005 from Sunset K9 Academy in Texas. Zeus is no longer able to continue in service to the Sheriff's Department due to failing health. He is also showing signs of old age in his movements which affects his ability to perform his job duties.

The Sheriff's Department desires to retire canine Zeus from law enforcement service and enter into a retirement contract with his current handler, Deputy Sheriff Jesse Grogan, 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.

CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 29th day of September 2009, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and JESSE GROGAN, 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 ZEUS who is being retired from law enforcement service, described as an approximately 9 year old male Australian Shepherd.

- 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 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 ZEUS, 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 September 29, 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.

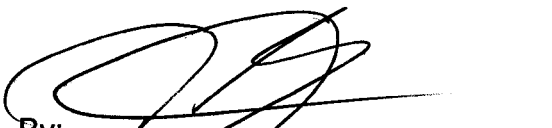
3. The parties have read this agreement and agree to be bound by its terms.

STANISLAUS COUNTY
Department of SHERIFF

By:  _____

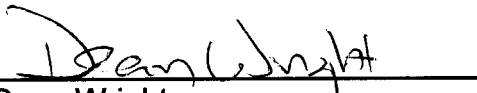
Name: Adam Christianson
Title: Sheriff-Coroner

NEW OWNER

By:  _____

Name: Jesse Grogan
Title: Deputy

APPROVED AS TO FORM:
John P. Doering
County Counsel

By:  _____

Dean Wright
Deputy County Counsel