

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department *Don J*

BOARD AGENDA # B-12

Urgent

Routine

AGENDA DATE October 5, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

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, Cody, will be purchased for \$1.00 from the Stanislaus Sheriff's K9 Association. In order for the Department to utilize Cody in the canine unit, the dog must be 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 2010-2011 budget. There is no additional impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-630

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini and approved by the following vote,

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

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 Purchase One Canine from the Stanislaus Sheriff's K9 Association

DISCUSSION:

On August 26, 2010 the Stanislaus Sheriff's K9 Association, a 501c3 non-profit association, received a \$10,400 donation from David Moore, a community member, to purchase Cody, a Dutch Malinois, in memory of his son, Cody, who died while serving in the United States Military.

Cody James Moore, 21 years old, was assigned to the United States Army 3rd Brigade Combat Team, 1st Infantry Division. Specialist Moore was awarded the Combat Action Badge, reserved for soldiers who personally engage the enemy. He was also honored with the Army Achievement Medal for meritorious non-combat service; the NATO Medal for North Atlantic Treaty Organization operations; and the Afghan Campaign Medal. Cody passed away in Fort Knox, Kentucky on August 3rd, 2010.

Specialist Moore's father, David Moore purchased K-9 Cody and donated the dog to the Stanislaus County K-9 Association. The canine was then renamed Cody in honor of Specialist Cody Moore.

POLICY ISSUES:

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

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT INFORMATION:

Lieutenant Mick Hardenbrook, Operations Division, (209) 525-7062.

BOARD OF SUPERVISORS CANINE PURCHASE CONTRACT

2010 OCT -7 A 10: 46

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 5 day of ~~September~~ ^{October} 2010, by and between the Stanislaus Sheriff's K9 Association, hereinafter referred to as "OWNER" and Stanislaus County Sheriff's Department, hereinafter referred to as "COUNTY."

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



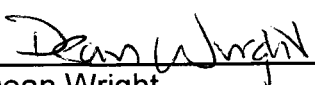
- A. COUNTY wishes to assume ownership and take possession of that certain canine named CODY who is described as a male Dutch Malinois breed.
- B. COUNTY wishes to acquire ownership of the above-referenced dog, and OWNER wishes to divest itself of both ownership and all liability for any and all actions and damages caused by the subject dog.
- C. OWNER does hereby agree to relinquish all of it's or the rights, 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 assumes ownership of the canine named CODY, 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 ~~September~~ ^{October} 5, 2010.

2. OWNER further agrees 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 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 from OWNER to COUNTY.
3. COUNTY further agrees to return ownership of the canine CODY to OWNER in the event that OWNER is no longer a team member of the Sheriff's K9 Unit or when CODY 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.

STANISLAUS COUNTY Department of SHERIFF By:  Adam Christianson Sheriff-Coroner	OWNER By:  Barry Ballance Stanislaus Sheriff's K9 Association
APPROVED AS TO FORM: John P. Doering County Counsel By:  Dean Wright Deputy County Counsel	