

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

DEPT: Sheriff's Department

BOARD AGENDA #                      \*B-8

Urgent

Routine

AGENDA DATE July 24, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Agreement for the Sheriff to Purchase Two Canines from the Stanislaus Sheriff's K9 Association

STAFF RECOMMENDATIONS:

Authorize the Sheriff to enter into and sign agreements to purchase two canines from the Stanislaus Sheriff's K9 Association for \$1.00 each.

FISCAL IMPACT:

The new canines, Sam and Joker, will be purchased for \$1.00 each from the Stanislaus Sheriff's K9 Association by the Stanislaus County Sheriff's Department for use in the canine unit. The cost of the care and handling of the canines is included in the Sheriff's Contract Cities fiscal year 2012-2013 budget and will be reimbursed by the cities of Riverbank and Patterson. There is no additional impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2012-393

On motion of Supervisor Withrow, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2)        Denied

3)        Approved as amended

4)        Other: This Item was removed from the consent calendar for discussion and consideration.

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval of the Agreement for the Sheriff to Purchase Two Canines from the Stanislaus Sheriff's K9 Association

The Stanislaus Sheriff's K9 Association, a 501(c)(3) non-profit association, received a \$12,000 donation to purchase Sam, a Dutch Shepherd. The donation came from Louise and Larry Sanders whose son, Jon, passed away after a long battle with cancer. The Sanders family wanted to donate money for the Sheriff's Department to purchase a canine. Two conditions had to be met to receive the donation: First, the canine had to be stationed in the City of Riverbank and second, the canine must be named Sam. When the canine handler, Deputy Marcia Matos, went to purchase the canine, the one and only dog she tested just happened to already be named Sam.

Sam was purchased for \$10,400 and the remainder of the donation from the Sanders family was used to provide Deputy Matos with the proper equipment necessary to become a K9 handler. The K9 Association desires to sell Sam to the Sheriff's Department for one dollar to be a part of the Sheriff's Canine Unit in the City of Riverbank.

The Stanislaus Sheriff's K9 Association also received a \$16,000 donation from several community members in Patterson and surrounding areas to purchase Joker, a Belgian Malinois, for the City of Patterson.

The Sheriff's Department K9 Unit thought it would benefit the City of Patterson to include a canine in their patrol division since the City currently relies on a canine being transported from the Modesto area or the City of Newman. This extended time frame allows criminals, lost persons and pursuits to be miles away by the time a canine arrives. Having a canine assigned to the City of Patterson would allow quick apprehension of suspects or the safe return of a loved one.

The citizens of Patterson and surrounding areas answered the request for donations to add a canine to the patrol operations for the City. The donations were overwhelming as many citizens agreed that a canine would benefit the City tremendously. These funds will be used for the purchase and the cost of care and handling for the new canine. The K9 Association desires to sell Joker to the Sheriff's Department for one dollar to be a part of the Sheriff's Canine Unit in the City of Patterson.

### **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:**

Chief Bill Pooley, Riverbank Police Services, (209) 869-7139

## CANINE PURCHASE CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this \_\_\_\_ day of July 2012, by and between the Stanislaus Sheriff's K9 Association, hereinafter referred to as "OWNER" and the 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:

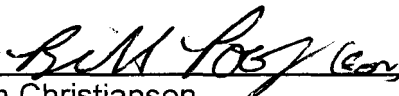
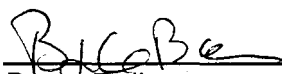
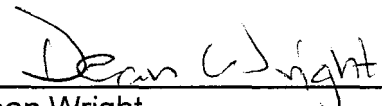
- A. COUNTY wishes to assume ownership and take possession of that certain canine named SAM who is described as a male Dutch Shepherd breed, identified further by birth date April 29, 2008.
- B. COUNTY wishes to acquire ownership of the above-referenced dog, and OWNER wishes to divest itself of both ownership and liability for any and all actions and damages caused by the subject dog.
- C. OWNER does hereby agree to relinquish all of its 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 SAM, 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 July \_\_\_\_\_, 2012.

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 SAM to OWNER in the event that OWNER is no longer a team member of the Sheriff's K9 Unit or when SAM 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.

<b>STANISLAUS COUNTY</b> Department of SHERIFF  By: <u></u> Adam Christianson Sheriff-Coroner	<b>STANISLAUS COUNTY SHERIFF'S K9 ASSOCIATION</b>  By: <u></u> Barry Ballance President
APPROVED AS TO FORM: John P. Doering County Counsel  By: <u></u> Dean Wright Deputy County Counsel	

## CANINE PURCHASE CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 24<sup>th</sup> day of July 2012, by and between the Stanislaus County Sheriff's K9 Association, hereinafter referred to as "OWNER" the 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:



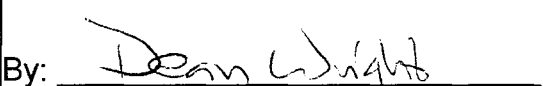
- A. COUNTY wishes to assume ownership and take possession of that certain canine named JOKER who is described as a male Belgian Malinois breed, identified further by birth date April 8, 2011.
- B. COUNTY wishes to acquire ownership of the above-referenced dog, and OWNER wishes to divest itself of both ownership and liability for any and all actions and damages caused by the subject dog.
- C. OWNER does hereby agree to relinquish all of its 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 JOKER, 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 July 24, 2012.

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 JOKER to OWNER in the event that OWNER is no longer a team member of the Sheriff's K9 Unit or when JOKER 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.

<b>STANISLAUS COUNTY</b> Department of SHERIFF  By:  Adam Christianson Sheriff-Coroner	<b>STANISLAUS COUNTY SHERIFF'S K9 ASSOCIATION</b>  By:  Barry Ballance President
APPROVED AS TO FORM: John P. Doering County Counsel  By:  Dean Wright Deputy County Counsel	