

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

DEPT: SHERIFF

BOARD AGENDA # \*B-9

Urgent  Routine

AGENDA DATE April 30, 2013

CEO Concur 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 (1) canine from the Sheriff's Department service and enter into a Canine Retirement Contract with the canine's current handler.

FISCAL IMPACT:

The retiring canine, Maximus, will be sold for \$1.00 to the current handler, Deputy Sheriff Antonio (Tony) Hinostroza. There is no additional impact to the General Fund associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2013-202

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.

*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 (1) of the Sheriff's Department current canines. Canine Maximus is a five and a half (5 ½) year-old male German Shepherd breed that began service with the Sheriff's Department in October 2009. Unfortunately Maximus has developed health problems over the last two (2) years, and he has been to the veterinarian several times for dental related medical issues. The cost of the medical expenses over the last two (2) years has been in excess of \$2,700.00. Maximus' current handler, Deputy Sheriff Antonio (Tony) Hinostraza, is also leaving the K9 unit, and Maximus is of an age where he cannot be transferred to another handler.

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

### **CONTACT INFORMATION:**

Sheriff Adam Christianson, (209) 525-7216.

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this \_\_\_\_ day of April, 2013, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Antonio (Tony) Hinothroza, hereinafter referred to as "OWNER".

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


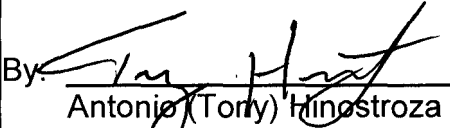
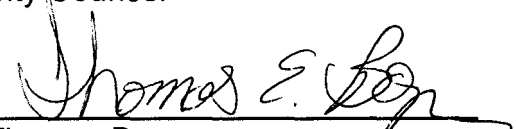
- A. OWNER wishes to assume ownership and take possession of that certain canine named Maximus who is being retired from law enforcement service, described as a Male German Shepherd breed.
  
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself 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 it's or the 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 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 shall defend, indemnify and 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 April \_\_\_\_, 2013.

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. OWNER acknowledges that he has read the foregoing AGREEMENT and understands each of its provisions, and agrees to all terms.
4. OWNER agrees to pay the sum of \$1.00.

<b>STANISLAUS COUNTY</b> Department of SHERIFF By:  Adam Christianson Sheriff-Coroner	<b>NEW OWNER</b> By:  4-18-13 Antonio (Torry) Hinojosa Deputy Sheriff-Coroner
APPROVED AS TO FORM: John P. Doering County Counsel By:  Thomas Boze Deputy County Counsel	