

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

DEPT: Sheriff ELM

BOARD AGENDA # \*B-6

Urgent  Routine

AGENDA DATE July 15, 2014

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Agreements for the Sheriff to Retire Two Canines in the Sheriff's Canine Unit

STAFF RECOMMENDATIONS:

Authorize the Sheriff to retire two (2) canines from the Sheriff's Department service and enter into a Canine Retirement Contract with the canine's current handlers.

FISCAL IMPACT:

The retiring canines, Anna and Gizmo, will be each sold for \$1.00 to the current handlers, Criminal Investigator Dustin Bruley and Deputy Sheriff Brock Condit. There is no additional impact to the General Fund associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2014-372

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

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

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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval of the Agreements for the Sheriff to Retire Two Canines in the Sheriff's 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 two (2) of the Sheriff's current canines.

Canine Anna is a 10 year old Black Labrador breed that began service with the Sheriff's Department in March 2005. Anna's handler, Criminal Investigator Dustin Bruley, left the Sheriff's Department for a new career at the District Attorney's office in March 2014. A new handler for Anna would require a selection process, extensive training process and re-certification that would extend approximately for one year. This would make Anna 11 years old which is typically the age of retirement for the canines. To extend Anna's career this additional year would not be efficient.

During Anna's years of service she located 3,678 pounds of marijuana, 491 pounds of methamphetamine, 11 pounds of cocaine and 20 pounds of heroin. The total amount of money seized during Anna's years of service was \$2,421,608 for a yearly average of \$242,160.

Canine Gizmo is a 9 year old Belgian Malinois breed that began service with the Sheriff's Department in December 2007. Gizmo was recently evaluated and needs to be retired at age 9 due to age and health conditions. During Gizmo's years of service he has had numerous apprehensions and assists; the most notable was in 2012 when he located a not only a parolee at large but also another person who was violating probation. Both were taken into custody.

The Sheriff's Department desires to retire both canine Anna and canine Gizmo from law enforcement service and enter into retirement contracts with their current handlers, Criminal Investigator Bruley and Deputy Condit. The Department would like to retire the canine's to their current handler so the dogs may live out their remaining years with someone who has and will continue to care for them.

This item is being submitted to the Board of Supervisors to approve the contracts necessary to implement the above actions.

Approval of the Agreements for the Sheriff to Retire Two Canines in the Sheriff's Canine Unit

**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:**

Chief Tori Hughes, (209) 892-5071

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 15<sup>th</sup> day of July, 2014, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Dustin Bruley, hereinafter referred to as "OWNER".

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


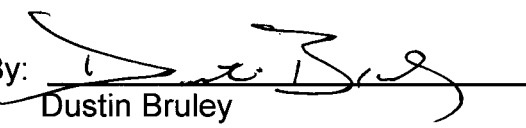
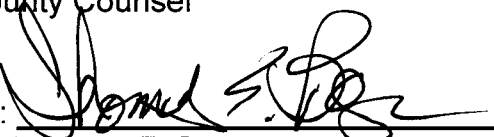
- A. OWNER wishes to assume ownership and take possession of that certain canine named Anna who is being retired from law enforcement service, described as a Female Black Labrador breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself 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 Anna, 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 July 15, 2014.

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/she 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.

<p><b>STANISLAUS COUNTY</b> Department of SHERIFF</p> <p>By:  Adam Christianson Sheriff-Coroner</p>	<p><b>NEW OWNER</b></p> <p>By:  Dustin Bruley Criminal Investigator</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Thomas E. Boze Deputy County Counsel</p>	

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 15<sup>th</sup> day of July, 2014, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Brock Condit, 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 Gizmo who is being retired from law enforcement service, described as a Male Belgian Malinois 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 Gizmo, 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 July 15, 2014.

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.

<p><b>STANISLAUS COUNTY</b> Department of SHERIFF</p> <p>By:  Adam Christianson Sheriff-Coroner</p>	<p><b>NEW OWNER</b></p> <p>By:  Brock Condit Deputy Sheriff-Coroner</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Thomas E. Boze Deputy County Counsel</p>	