

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

DEPT: SHERIFF ELC

BOARD AGENDA # \*B-2

Urgent  Routine

AGENDA DATE November 3, 2015

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:  
Approval for the Sheriff to Sell Retired Canines Sam and Kane to their Current Handlers

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 retired canine Sam will be sold for \$1.00 to the current handler Deputy Sheriff Marcia Matos. The retired canine Kane will be sold for \$1.00 to his handler Manuel Garcia. There is no additional impact to the General Fund associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2015-550

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

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

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  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval for the Sheriff to Sell Retired Canines Sam and Kane to their Current Handlers

### **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 Sam is a 7 year old male Dutch Shepherd that began service with the Sheriff's Department in August 2011. Sam was recently evaluated and needs to be retired at age 7 due to age and health conditions. During Sam's years of service he has had numerous apprehensions and assists; a notable incident was in Keyes, CA. A known documented Gang Member on parole ran from deputies and dropped a backpack. The door pop was activated on the patrol vehicle and the race was on. Sam apprehended the suspect as he was attempting to jump a fence in the alley way into a backyard. Sam caught, bit and held onto the suspect as he was trying to pull himself over the fence. Once the handler arrived the suspect complied with verbal commands and a modified rifle was located in the backpack along with 152 rounds of ammunition and high capacity magazines. The suspect pled out to 8 years in Federal court.

Canine Kane is a 7 year old male German Shepherd that began service with the Sheriff's Department in March 2012. Kane has experienced dental health issues which has left him with one usable canine tooth. This prevents him from exercising the necessary duties of a Canine Patrol dog. During Kane's years of service he has had several apprehensions and assists; most notably on April 2015 when the Sheriff's Office aided Modesto Police Department (MPD) in a search after shots had been fired at an MPD officer. The suspects fled the vehicle on foot and was successfully tracked from the vehicle to 121 High Street where a SWAT was able to gain entry and apprehend the suspects.

The Sheriff's Department desires to retire both canine Sam and canine Kane from law enforcement service and enter into retirement contracts with their respective current handlers, Deputy Matos and Deputy Garcia. The Department would like to retire the canines to their current handler so the dogs may live out their remaining years with someone who has and will now continue to care of them.

### **POLICY ISSUES:**

This item is being submitted to the Board of Supervisors to approve the contracts necessary to implement the above actions. Approval of this action supports the Board of Supervisor's priorities of A Safe Community and Effective Partnerships.

### **STAFFING IMPACTS:**

There is no staffing impact associated with this item.

### **CONTACT INFO:**

Lieutenant Tori Hughes, (209) 525-7183

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 3 day of November, 2015, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Marcia Matos, hereinafter referred to as "OWNER".

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

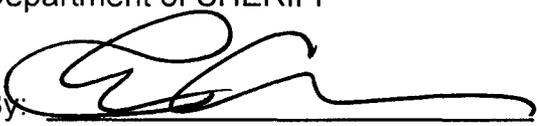
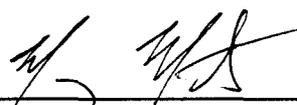
- A. OWNER wishes to assume ownership and take possession of that certain canine named Sam who is being retired from law enforcement service, described as a Male Dutch Shepherd breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself of 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 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 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 November 3, 2015.

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.

<b>STANISLAUS COUNTY</b> Department of SHERIFF  By:  Adam Christianson Sheriff-Coroner	<b>NEW OWNER</b>  By:  Marcia Matos Deputy Sheriff-Coroner
APPROVED AS TO FORM: John P. Doering County Counsel  By:  Robert J. Taro Deputy County Counsel	

## CANINE RETIREMENT CONTRACT

This AGREEMENT, made and entered into in the County of Stanislaus, State of California, this 3 day of November, 2015, by and between the County of Stanislaus, hereinafter referred to as "COUNTY", and Manuel Garcia, hereinafter referred to as "OWNER".

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

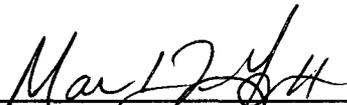
- A. OWNER wishes to assume ownership and take possession of that certain canine named Kane who is being retired from law enforcement service, described as a Male German Shepherd breed.
- B. OWNER wishes to continue and maintain custody of the above-referenced dog, and COUNTY wishes to divest itself 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 Kane, 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 November 3, 2015.

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.

<b>STANISLAUS COUNTY</b> Department of SHERIFF  By:  Adam Christianson Sheriff-Coroner	<b>NEW OWNER</b>  By:  Manuel Garcia Deputy Sheriff-Coroner
APPROVED AS TO FORM: John P. Doering County Counsel  By:  Robert J. Taro Deputy County Counsel	