



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Mayor Tell and the Honorable Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Eve R. Irvine, Chief of Police

DATE: September 20, 2011

SUBJECT: Approval of the Transfer of Ownership of Retired Police Service Dog Rex to a Manhattan Beach Police Department Canine Handler for the Sum of One Dollar.

RECOMMENDATION:

Staff recommends that the City Council approve the transfer of ownership of retired police service dog Rex and authorize the City Manager to execute the attached agreement approving the transfer of Rex to his handler.

FISCAL IMPLICATION:

The sale amount is one dollar (\$1.00).

DISCUSSION:

During the past seven years, police service dog Rex has served the Manhattan Beach Police Department with honor, under the care of his handler, a Manhattan Beach Police Officer. During Rex's length of service, he has been involved in numerous felony arrests and has received recognition and awards for his capabilities.

Police service dog Rex recently retired from the Canine Program. He has experienced several physical limitations that are consistent with a dog of his age, and is no longer capable of performing his duties as a police service dog, forcing him to retire from active service in the Canine Unit. It has been department policy to transfer ownership of the canines that have reached the end of their active service life, to their handlers for a nominal sum. In doing so, all responsibility for future costs and liability association with the canine becomes the responsibility of the new owner. Police service dogs are typically loved members of the handler's family, and generally there is no better home for a retired service dog than with its handler.

A staff survey of several other law enforcement agencies that use canines affirms that they have the same policy. The policy is in the best interests of the animal and removes the possibility of any potential liability to the City. Council has approved such transfers in the past when service dogs have reached an age or developed medical conditions, which prevent their continued service.

Attachment A: Transfer of Ownership Agreement

Transfer of Ownership Agreement for Retired Police Canine

This Transfer of Ownership ("Agreement") is made as of _____, 2011, between the City of Manhattan Beach, a California municipal corporation, ("City") and _____ an individual, ("Owner") regarding the Police Canine commonly known as "Rex" ("Canine").

Recitals

- A. City, through its Police Department, maintains a canine program to assist in its law enforcement and public safety functions. Typically, each canine is assigned to a Police Officer who serves as handler.
- B. Owner has served as a canine officer and handler in the Manhattan Beach Police Department Canine Unit and is an experienced dog handler.
- C. Canine has served as a police dog in the Manhattan Beach Police Department Canine Unit. After years of loyal and distinguished service, Canine has reached the point of retirement from the canine program.
- D. At the time of retirement, Owner was assigned as handler for Canine. Owner and Canine have developed a strong bond. Owner desires to continue to care for and to be responsible for Canine. Owner also desires to continue the mutual companionship between himself and Canine.
- E. Owner is familiar with Canine because the dog has lived with him during the period of time when he served as Canine's handler.
- F. Where a strong bond exists between former handler and dog and where a former handler is willing and able to accept responsibility for care, the City prefers to transfer ownership of a retired police dog to the former handler. City believes that the transfer of a retired police dog to a former handler is in the best interest of the City, the dog and program. The City also believes that transfer to the former handler provides for a responsible and humane post service placement for the dog. The City also believes that such transfers are in the best economic interest of the City.
- G. Owing to Owner's demonstrated commitment to Canine, and his expressed willingness to accept complete responsibility for the containing care and supervision of Canine, City has transferred ownership of Canine to Owner. The parties now desire to formally record the retirement of Canine and transfer of ownership, as provided in this Agreement.

Agreement

1. The Animal

The Canine to be transferred is commonly known as "Rex" and has served as a police service dog for the past seven years and retired on _____. Owner acknowledges that he is intimately familiar with Canine.

2. Retirement and Transfer of Ownership

a. City has determined that Canine is no longer needed for City purposes and is without monetary value and based this determination, City has concluded that it is in City's and Canine's best interest that ownership be transferred to Owner, in accordance with this Agreement, for the consideration of \$1.00.

b. Effective on the date indicated in Section 1 above, Canine was retired from service. As of such date, City transferred to Owner and Owner accepted ownership, care, custody, supervision and control of Canine. City hereby confirms that it has transferred its entire ownership interest in Canine to Owner. Owner agrees to responsibility and humanely care for Canine, in compliance with all applicable federal, state and local laws.

c. Owner agrees that he will not permanently transfer possession or ownership of Canine to any person.

3. Other Terms and Conditions

a. Owner agrees to maintain Canine in accordance with all current and future state, county and municipal laws and ordinances where Owner resides or will reside and as otherwise applicable.

b. Owner agrees to properly license Canine, according to the requirements of the applicable local jurisdiction or jurisdictions.

c. Owner acknowledges that he is familiar with Canine, including the dog's temperament, habits, appearance and health. City makes no promises, representations or warranties of any kind, express or implied, with regard to Canine, including, without limitation, the dog's history or its current or future condition, safety and needs.

d. After the date of retirement, City assumes no responsibility and owner releases City from all responsibility for any time and expenses associated with the dog, including feeding, veterinary care, shelter and grooming.

e. City renounces all responsibility or liability for dog-inflicted injuries on and after the date of retirement. Since Owner assumes full responsibility for supervision and control of Canine, Owner hereby releases and agrees to defend, indemnify and hold harmless City, including its City Council and each member thereof, and all officers, agents and employee, from and against all liability, injuries, damages, judgments, costs or expenses to persons or property caused by, alleged to have been caused, or contributed to, by Canine or in any manner related to Owner's

ownership, care, custody, supervision or control of Canine. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Owner.

f. Upon request, City will provide to Owner copies of any registration, health and training records for Canine that are in possession of City. City will cooperate with Owner in obtaining any such records in the possession of others by authorizing their release directly to Owner.

g. Any notices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth as follows: If to City: Chief of Police, City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, California 90266; If to Owner: _____, 1400 Highland Avenue, Manhattan Beach, California 90266, or such other addresses as the parties may, from time to time, designate in writing.

h. This Agreement shall be binding on Owner's heirs and authorized successors in interest.

i. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

j. This Agreement will be governed by and construed in accordance with the internal laws of the State of California and without reference to any rules of construction regarding the party responsible for drafting this Agreement.

k. Additional terms, if any, are stated in Exhibit "A," attached to this Agreement. If no additional terms apply, Exhibit "A" will acknowledge that there are no additional terms.

l. This Agreement sets forth the final, complete and exclusive agreement between the parties with respect to the subject matter of this Agreement. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

Owner:

City of Manhattan Beach:

David N. Carmany, City Manager

Liza Tamura, City Clerk

Approved as to Form:



Roxanne M Diaz, City Attorney

Exhibit A

Additional Terms
(If "none," state "none" below)

NONE