



BOARD OF SUPERVISORS
AGENDA LETTER


Agenda Number:

Clerk of the Board of Supervisors

105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Sheriff
Department No.: 032
For Agenda Of: May 24, 2022
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: 4/5

TO: Board of Supervisors

FROM: Department Sheriff Bill Brown 
Director(s)
Contact Info: Lt. Rich Brittingham x14133

SUBJECT: Transfer of Ownership of Retired Sheriff's Canine

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence: N/A

As to form: N/A

Recommended Actions:

That the Board of Supervisors:

(a) Approve the retirement and transfer of ownership of Sheriff's canine, "Duke", to Deputy Brian Scott for the sum of One Dollar.

(b) Determine that this action is exempt from California Environmental Quality Act (CEQA) pursuant to Section 153 78(b)(5), which exempts organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment.

Summary Text:

Canine "Duke" has served the Santa Barbara County Sheriff's Office for nearly 3 ½ years and has been assigned to his partner Deputy Brian Scott during this entire time. Duke is six years old.

In December of 2020, Duke sustained an injury to his back and rear legs. After seeing several veterinarians to identify the injury, on March 25, 2021, it was determined that Duke had two herniated disks in his lower back. The herniated discs, at times, pinch the nerves to his rear legs and tail. Although Duke's injury could be repaired, the surgery would be extremely expensive and would ultimately end his career as a Sheriff's Canine. After several discussions with the treating veterinarian(s), it was decided Duke could continue to work. However, he would be risking further injury. It was strongly recommended that Duke limit his scope of employment (low impact situations only) and retire soon. Should Duke reinjure himself, he would be forced to retire and could have lifelong issues related to his injury.

Deputy Scott was recently reassigned out of the K9 Deputy position and requested permission to purchase Duke. Deputy Scott will assume all responsibility for Duke, to include food, housing, medical treatment/bills, etc.

Background:

The Santa Barbara County Sheriff's Office is responsible for the care and feeding of departmental canines. The Department is also liable for the actions of the canines. Once sold to the handler, these responsibilities rest with the new owner.

Handlers historically purchase retired canines. Deputy Scott has expressed an interest in purchasing Duke.

Fiscal and Facilities Impacts:

Budgeted: No

Fiscal Analysis:

Narrative: No change in programs or service levels. Other existing canine units will cover the beat vacated by Duke's retirement. Duke may be replaced by another canine as soon as the department secures donated funds to complete the purchase and training of a new canine, and when staffing levels permit. Until the replacement dog is received, some operational savings related to lower food purchase and veterinarian cost will be realized. The total savings will be less than \$1,000.

Special Instructions:

Please forward a copy of the minute order to the Sheriff's Department, Attn: Lt. Rich Brittingham.

Attachments:

None

Authored by:

Rich Brittingham, Lieutenant, Sheriff's Office Ext 14133

**HOLD HARMLESS, INDEMNIFICATION,
AND TRANSFER AGREEMENT**


I agree to and shall fully indemnify, defend, keep and hold the County of Santa Barbara, the Santa Barbara County Sheriff's Office, the Sheriff of Santa Barbara County and all the County's officers, agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives harmless from any and all costs, liability, damage or expense, of every description whatsoever, including cost of suits, attorney's fees and staff time of County Counsel or private counsel claimed by anyone by reason of injury to or death of any person or persons, or damages to or destruction of property in any way arising out of or connected or related to any act or omission of or by the 6-year old canine named "Duke" (XL Von Der Friensklippe) described as a 6-year old male German Shepard.

It is the intent of this Agreement that the County of Santa Barbara, the Santa Barbara County Sheriff's Office, the Sheriff of Santa Barbara County and none of the County's officers, agents, board members, elected and appointed officials and officers, employees, volunteers, or authorized representatives have any financial liability whatsoever resulting from the future action of the above-named canine and that Brian Scott shall be fully and solely responsible for the same.

I, Brian Scott, understand and recognize the above terms and conditions and assume all risks therefor with full knowledge that the canine "Duke" has been trained in Patrol Operations Suspect Apprehension, Explosive Detection, and Urban Hard Surface Tracking and has been used in police service in the past for the aforementioned skillset(s).

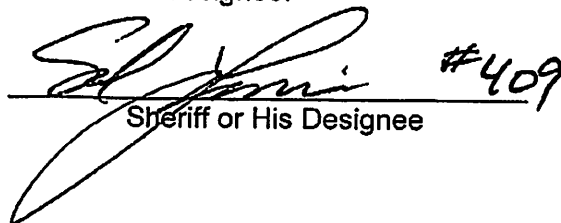
In consideration of the above, and for payment of one dollar (\$1.00), I hereby accept transfer to me of all rights, title and interest in the above-named Police Service Canine, including his kennel and all related accessories.

4/21/22
Date


 #4456
Brian Scott

Acknowledging receipt of one dollar (\$1.00), the County of Santa Barbara Sheriff's Office transfers all rights, title, and interest to the above-named canine effective on the date this Agreement is executed by the Sheriff or his designee.

4.18.22
Date

 #409
Sheriff or His Designee

Approved as to form:
Office of the County Counsel


By: Paul Lee
Senior Deputy County Counsel