

7.2A-1

# REPORT

To the Honorable Mayor and City Council  
From the City Manager

September 22, 2003

**Subject**

Sale of retired Police Canine to Police Handler.

**Recommendation**

The Council authorize execution of sale of retired Police Canine Argo to his handler Officer Dan Marshall for \$1.

**Background**

It is recommended the retired Police Canine Argo be sold to his handler as surplus property. The canine has been designated as no longer qualified for active duty and is currently on an inactive status, but still living with his handler. It has been the past practice of the department to allow police officers to purchase their dogs upon the animals' retirement. Officer Marshall has asked to purchase his partner from the City.

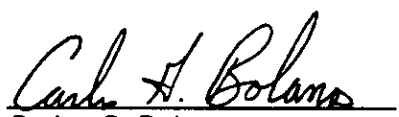
The police staff has contacted Tyson Kennels, the vendor through which the department has purchased its existing police canines. Tyson Kennels recommended that Argo be retired, and that there is no value left in the property. Officer Marshall has agreed to pay \$1 and sign a waiver of liability and hold harmless agreement absolving the City of any future liability of the canine.

**Fiscal Impact**

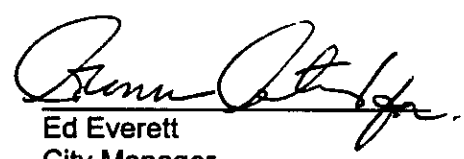
None. All police canines are purchased through donations from the community.



Chris Cesena  
Captain



Carlos G. Bolanos  
Police Chief



Ed Everett  
City Manager

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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DECLARING CERTAIN CITY-OWNED PERSONAL  
PROPERTY SURPLUS AND AUTHORIZING SALE THEREOF**

WHEREAS, the Redwood City Police Department has, upon verification by an expert police canine trainer, been informed that one police dog assigned to the Department is no longer qualified for active duty; and

WHEREAS, the Police Chief has recommended that said canine be declared surplus (as said term is used in § 3 ½ (d) of the Charter of the City of Redwood City) and be "retired" from active duty with the Police Department; and

WHEREAS, the Director of Finance, as City Appraiser, has determined that the appraised value of the aforesaid police canine is \$5,000 or less; and

WHEREAS, the handler to which said canine has been assigned has requested the ownership of said canine be transferred, respectively, to him; and

WHEREAS, in consideration of the unique training provided to police canines and their handlers, and the relationship established between handlers and their police canines, and the potential danger to the public which police canines pose if not under the control of their handlers, this Council desires to authorize the sale of said canine to its respective handler.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF REDWOOD CITY AS FOLLOWS:**

1. That certain police canine identified by name, breed and age in Exhibit "A" hereof, attached hereto and incorporated herein, together with the kennels and any equipment and appurtenances heretofore furnished by the City

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for the use of said canine, is hereby declared surplus, and pursuant to the provisions of § 3 ½ (d) of the Charter of the City of Redwood City of Redwood City, title thereto may be conveyed to the respective handler of said canine (also identified in Exhibit "A") for the consideration specified by the Director of Finance, and upon execution of a waiver of liability and hold harmless agreement (in a form approved by the City Attorney) by said handler.

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**EXHIBIT A  
SURPLUS PROPERTY-POLICE CANINE**

1. Name: Argo
2. Breed: German Shepherd
3. Age: 7 years and 5 months; born April 8, 1996
4. Handler: Dan Marshall

\* \* \*

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**BILL OF SALE, WAIVER OF LIABILITY, AND HOLD  
HARMLESS AGREEMENT FOR RETIRED POLICE CANINE**

The City of Redwood City ("City"), in consideration of One-Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to Dan Marshall ("Transferee"), his successors and assigns, the following retired City police dog known as "Argo," a 7 year and 5 month old male German Shepherd, together with all kennel and housing equipment installed at Transferee's residence by City for the use of said canine.

The canine and kennel facility are transferred in "as is" condition for Transferee's personal use.

It is understood that this canine was removed from police service due to age, performance, or disability which made such canine unqualified for further police purposes. Accordingly, Transferee agrees that he will not attempt to use, or use, said canine for police purposes.

City, its City Council, boards, commissions, officers, agents, and employees (hereinafter collectively referred to as "Releasees") shall have no liability for further care of said canine or for claims or suits, including claims for death or injury to persons, or loss of, or damage to, property, arising out of activities of, or related to, said canine occurring after transfer of said canine to Transferee by City.

Transferee expressly agrees to defend, indemnify, and hold harmless Releasees from and against any and all liability, claims, demands, damages, losses, causes of action, suits, or judgments of any kind whatsoever (including attorneys' fees and all costs and expenses incurred in connection therewith) by reason of injury to, or death of, any person or persons, or property damage, including loss of use thereof resulting from

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any act or omission to act by Releasor associated with said canine, effective upon transfer of ownership of said canine to Transferee.

The duty of Transferee to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Transferee to indemnify Releasees against any responsibility or liability in contravention of any provision of California law.

This release, waiver, and hold harmless agreement is binding upon Transferee, his heirs, executors, administrators, and assigns.

Dated: September \_\_, 2003

\_\_\_\_\_  
Dan Marshall, Transferee

City of Redwood City

Dated: September \_\_, 2003

By: \_\_\_\_\_  
Ed Everett, City Manager

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

Recommended:

Dated: September \_\_, 2003

\_\_\_\_\_  
Carlos Bolanos, Police Chief