



## STAFF REPORT

**Date:** May 21, 2015  
**To:** Bryan Montgomery, City Manager   
**From:** Dan Gomez, Chief of Police  
**SUBJECT:** Resolution Acknowledging the Retirement of K-9 Oleg and approving conveyance agreement with David Riddle.

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### **Background and Analysis**

Our K-9 service dog, "Oleg," has served the residents of Oakley well over the past several years. Oleg is now seven years old and suffers from seizures for which he is taking medication. Oleg's handler has been Officer David Riddle who will be leaving the Contra Costa Sheriff's Office to take a position with the City of Vacaville.

While Oleg may have another year of service life remaining, provided his seizures remain under control with continued regular medication, there is currently no experienced officer on staff who would be able to assume the necessary care and control of Oleg. Oleg's age and medical condition have precluded interest from outside police agencies from considering the purchase of Oleg. The totality of the circumstance is such that this seems like a good time to announce Oleg's retirement and to enter into an agreement with David Riddle to provide a good home and continued medical care as Oleg lives out his retirement years. The attached agreement would memorialize this conveyance and is presented to you for your consideration.

The City does not currently have another police service dog. There are plans to bring another police service dog on board after the Police Department transition has taken place.

### **Fiscal Impact**

The proposed agreement conveys all financial responsibility and liability to David Riddle. There is an anticipated cost savings of \$12,000 during the course of the transition to an independent Police Department when another K-9 dog can be acquired and officer trained.

### **Recommendation**

Adopt a resolution approving agreement to convey K-9 Service Dog Oleg to David Riddle.

### **Attachments**

1. Resolution
2. Conveyance Agreement

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

**RESOLUTION APPROVING AN AGREEMENT WITH DAVID RIDDLE FOR THE CONVEYANCE OF K-9 SERVICE DOG SHADOW TO DAVID RIDDLE**

**WHEREAS**, canine "Oleg" has been with the Oakley Police Department since August of 2011 and has served the City for approximately 4 years; and,

**WHEREAS**, "Oleg" has reached an age and medical condition where his performance will decline, and his ability to do police work at an acceptable level can no longer be certain, and the Police Chief has recommended that he be retired from police service; and,

**WHEREAS**, Officer David Riddle was "Oleg's" assigned canine handler and now wishes to assume responsibility for the ownership and care of "Oleg", and the City wishes to transfer ownership of "Oleg" to Officer Riddle on the terms and conditions set forth in the Oakley Police Department Canine Transfer Agreement, a copy of which is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Oakley that the attached Oakley Police Department Canine Transfer Agreement between David Riddle and the City of Oakley is hereby approved.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Oakley held on the 9<sup>th</sup> day of June, 2015, by Councilmember \_\_\_\_\_, who moved its adoption, which motion being duly seconded by Councilmember \_\_\_\_\_, was upon voice vote carried and the resolution adopted by the following vote:

- AYES:
- NOES:
- ABSTENTIONS:
- ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

**Agreement for Sale of City of Oakley  
K9 Service Dog - Oleg**

**THIS AGREEMENT** for Sale of Service Dog (the "Agreement") is entered into as of the 31st of May, 2015, by and between the City of Oakley ("CITY") and David Riddle, an individual "RIDDLE."

**RECITALS**

**WHEREAS**, the K-9 Service Dog "Oleg," having served the people of the City of Oakley, is nearing retirement; and

**WHEREAS**, the CITY seeks to find a good home for the care of Oleg in his senior years; and

**WHEREAS**, David Riddle, in his individual capacity, has agreed to purchase Oleg and to keep and care for Oleg as a pet;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

**1. CONSIDERATION.** In consideration of the sum of one dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, CITY sells, conveys and transfers the City of Oakley K-9 Service Dog "Oleg," more specifically described as:

Dog's Name: Oleg	
Breed of Dog: Belgian Malinois	Color of Dog: Black/Brown
Dog's Date of Birth: 10/22/08	Sex of Dog: X Male 0 Female
Registration# (if applicable): N/A	
Sire Name: Unknown	Registration# (if applicable):
Dam Name: Unknown	Registration# (if applicable):

**2. REGISTRATION AND OWNERSHIP TRANSFERS:** Upon payment in full as set forth above, CITY shall promptly transfer ownership and registration, if applicable, of Oleg to RIDDLE.

**3. CITY'S REPRESENTATIONS:** CITY warrants to RIDDLE that CITY is the legal and true owner of Oleg and that CITY has the unqualified right to sell Oleg. Furthermore, CITY warrants that Oleg is sold free and clear of any lien, security interest, or other encumbrance.

**4. RIDDLE'S REPRESENTATIONS AND DUTIES.** From and after the transfer of Oleg to RIDDLE, RIDDLE shall humanely care for Oleg, and provide adequate nutritional food, exercise, love, veterinary care, and companionship to Oleg. RIDDLE makes this Agreement in his individual capacity, and his employment relationship with Contra Costa County (who provides contract police services to CITY) is in no manner related to his role as a party to this Agreement. In the event of any future disagreement, claim, dispute, or lawsuit between the parties with respect to this Agreement or to Oleg, RIDDLE will not assert that his employment relationship with County in any manner enhances his position over that of an unrelated third party buyer. RIDDLE is aware that Oleg was trained as, and served as a K-9 Service Dog. In such capacity, Oleg was taught to attack persons on command, and that Oleg on many occasions has attacked persons resulting in personal injury to them. RIDDLE understands that such training cannot be unlearned. Accordingly, RIDDLE agrees to take all necessary and reasonable precautions to assure that Oleg does not wrongfully attack any persons.

**5. WARRANTIES:** Oleg is sold with no express or implied warranties or representations having been made by CITY to RIDDLE other than those expressly stated above.

**6. INDEMNIFICATION.** RIDDLE hereby agrees to indemnify and hold harmless the City of Oakley, and its employees (specifically including any and all employees who have trained or handled Oleg), officers and agents, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") for any injuries or death caused to any persons and for any damage to any property, caused by Oleg subsequent to the transfer of his ownership to RIDDLE.

**7. DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR FROM ANY SUBSEQUENT ACTION OR OMISSION ON THE PART OF THE DOG "OLEG," WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

**8. ENTIRE AGREEMENT.** This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**CITY OF OAKLEY**

**DAVID RIDDLE**

By: \_\_\_\_\_  
**Bryan H. Montgomery, City Manager**

\_\_\_\_\_  
**David Riddle, Individually**

Approved as to Form:

By: \_\_\_\_\_  
**William R. Galstan, Special Counsel**

Attest:

By: \_\_\_\_\_  
**Libby Vreonis, City Clerk**