

## **CANINE RETIREMENT OWNERSHIP AGREEMENT**

This Agreement is made and entered into as of January 8th, by and between the TEHAMA COUNTY SHERIFF'S OFFICE ("County") and CHRISTOPHER BENSON ("Handler"), collectively referred to as the "Parties."

### **1. Transfer of Ownership**

1.1 Handler wishes to assume ownership and take possession of the service canine named ROGUE, a male German Shepard breed, who is being retired from law enforcement service.

1.2 The canine named Rogue is nine years old and has faithfully served the Tehama County Sheriff's Office since 2022. Due to his age, Rogue can no longer continue to do law enforcement work, and it is the recommendation of the Sheriff-Coroner that Rouge be allowed to retire from service. Therefore, the County has determined that Rogue is no longer needed for public use, and that his fair market value does not exceed \$1.00.

1.3 County does hereby agree to relinquish all title and right of ownership of Rogue whatsoever effective upon Handler's execution and return of this agreement as well as payment of the sum of \$1.00 to the County.

### **2. Assumption of Responsibility**

2.1 The Handler assumes full responsibility for the care, maintenance, and well-being of the canine, including but not limited to healthcare, food, shelter, and any other necessary expenses.

2.2 The Handler agrees to provide adequate veterinary care, including routine check-ups and emergency medical attention as needed.

2.3 The County will no longer be responsible for any costs, liabilities, or obligations associated with the canine following the execution of this Agreement.

### **3. Prohibition of Law Enforcement Activities**

3.1 The Handler agrees that the canine shall not be used for any future law enforcement activities, including but not limited to patrol, detection, or apprehension.

3.2 The Handler shall not transfer ownership of the canine to any individual or organization for law enforcement purposes.

### **4. Release of Liability**

4.1 The Handler releases the County, its officers, employees, and affiliates from any liability arising from the ownership, care, or actions of the canine following retirement.

4.2 The Handler agrees to indemnify and hold harmless the County against any claims, damages, or legal actions, whatsoever arising or related to the canine post-retirement.

**5. Governing Law**

5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.2 Any disputes arising from this Agreement shall be resolved through mediation or arbitration as deemed appropriate by the Parties.

**6. Acknowledgment and Execution**

By signing below, the Parties acknowledge and agree to the terms and conditions set forth in this Agreement.

**IN WITNESS WHEREOF**, County and Handler have executed this agreement on the day and year set forth below.

**COUNTY OF TEHAMA**

Date: \_\_\_\_\_

\_\_\_\_\_

**DAVE KAIN, SHERIFF-CORONER**

Date: \_\_\_\_\_

\_\_\_\_\_

**BOARD OF SUPERVISOR CHAIRMAN**

**HANDLER**

Date: \_\_\_\_\_

\_\_\_\_\_

**CHRISTOPHER BENSON**