

AGREEMENT TO RELEASE POLICE SERVICE DOG

This AGREEMENT TO RELEASE POLICE SERVICE DOG ("Agreement") is made and entered into this 25th day of November, 2017, by and between the City of Pomona ("City"), a municipal corporation, and Mr. Theo Joseph, Pomona Police Officer and current Handler, collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City of Pomona Police Department has had on its team a Police K-9 by the name of "Baco" who is now ten (10) years old;

WHEREAS, the Pomona Police Department's K-9 Procedure 330 sets forth the criteria for consideration of the retirement of police dogs from K-9 service with the City of Pomona;

WHEREAS, due to Officer Theo Joseph's service retirement in November 2017, and due to "Baco" reaching retirement age as well, it is being recommended that the K-9 be removed from active service with the service retirement of Officer Theo Joseph;

WHEREAS, when a Police K-9 is recommended for removal from active service, the Police Department's Policy provides that the K-9's handler shall have first priority on taking the retiring K-9;

WHEREAS, there are no current members of the Pomona Police Department that desire to take on the responsibility of "Baco;" and,

WHEREAS, it has been determined that the most appropriate placement for "Baco" would be with his current Handler, Officer Theo Joseph.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City of Pomona agrees to sell Police K-9 "Baco" to Pomona Police Officer Theo Joseph for the sum of \$1.00.
2. Officer Theo Joseph agrees to assume all responsibilities in caring for "Baco," including but not limited to, providing appropriate and regular veterinary medical care and providing "Baco's" annual dog license without any assistance from the City, financial or otherwise.
3. This agreement shall be in effect commencing with the date of Officer Theo Joseph's service retirement on November 25, 2017.

4. Officer Theo Joseph agrees to defend, indemnify and release from all liability the City, its officials, officers, employees and agents on account of any and all claims, lawsuits, actions, or demands, whether asserted by the undersigned or third parties, arising from the purchase or ownership of "Baco," and on account of any injuries or damages of any nature, including to person or property, caused by said dog from the effective date of this Agreement forward, whether or not the City of Pomona, its officials, officers, employees and agents contributed in any way to any injuries or damages claimed. Buyer further agrees to notify the City of Pomona prior to the sale, transfer of possession or disposal of the aforementioned dog, and agrees that any subsequent owner, buyer or transferee shall be subject to the same obligation as Buyer to defend and indemnify the City, its officials, officers, employees and agents. The duties and obligations of Buyer shall survive any such sale, transfer of possession or disposal of said dog.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

BUYER:

CITY OF POMONA:

Theo Joseph, Police Officer

Paul Capraro, Chief of Police

Date

Date