

**AGREEMENT BETWEEN POLICE OFFICER BENNETT
AND THE CITY OF SAN PABLO
RELATING TO THE PURCHASE OF A POLICE K-9**

This agreement is made by and between the City of San Pablo, hereinafter "City" and San Pablo Police Officer Brett Bennett, hereinafter "Officer" according to the below referenced understandings, terms and conditions.

WHEREAS, Officer is a police officer with the City of San Pablo and was assigned to the K-9 unit as a K-9 officer; and

WHEREAS, the City of San Pablo assigned a dog named Tik to be used in the K-9 program and assigned to Officer; and

WHEREAS, Officer utilized Tik in the K-9 program for 6 years; and

WHEREAS, Tik has served the department as a protection K-9; and

WHEREAS, the Police Department has determined that Tik is no longer serviceable; and

WHEREAS, Officer has requested permission to purchase Tik; and

WHEREAS, the City is agreeable to selling Tik to Officer according to the terms and conditions set forth herein;

NOW, THEREFORE, in considerations of the mutual promises hereinafter set forth, City and Officer agree as follows:

1. The City will sell Tik to Officer for the sum of one dollar (\$1.00)
2. Officer agrees that he will assume all responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with Tik after the effective date of this agreement.
3. Officer agrees that the City shall have no further responsibility of any type whatsoever associated with Tik after the date of this agreement.
4. Officer agrees to defend, indemnify and hold harmless the City from any claims, suits, actions or complaints of any type associated in any manner with Tik which might arise after the effective date of this agreement.
5. Officer acknowledges and agrees that he has no claim whatsoever against the City, of any type, relating in any manner to Tik which arose prior to the effective date of this agreement.
6. Officer warrants and represents to the City that he has suitable accommodations at her residence for the care and keeping of Tik and will take reasonable steps to assure that he will continue to have suitable

accommodations at her residence for the care and keeping of Tik in the future.

- 7. This agreement contains the entire agreements between the parties and no representations have been made by any of the parties or their representative, except as is contained herein and any representations not expressed herein are invalid and unenforceable.
- 8. This agreement is valid on the effective date and the signature of the City Manager and may not be modified thereafter, except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on this 1st day of June, 2020.

Dated: _____

Brett Bennett, Officer

Dated: _____

Matt Rodriguez, City Manager

Approved as to form:

Dated: _____

Lynn Tracy Nerland, City Attorney