

DUTIES UPON LEAVING OFFICE

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Presented by:
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Duties Upon Leaving Office

T.C.A. § 8-8-214

Upon leaving office, the sheriff must deliver to the sheriff's successor:

- all books and papers pertaining to the office
- all property attached and levied on and in the sheriff's hands unless authorized by law to retain the same, and
- all prisoners in the jail

Duties Upon Leaving Office

T.C.A. § 8-8-214

Get a receipt – so that you are protected from false claims.

OFFICIAL BOND

Your bond is a written promise, made by you, to turn over to your successor all records, money, and property.

If you fail to perform these duties, the person who is injured may collect damages from the sureties on your official bond.

Your bond does not protect you from liability.

Duties Upon Leaving Office

T.C.A. § 8-8-215

The sheriff is allowed 2 years from the time of going out of office to close unsettled business, with all the power and subject to all the limitations and restrictions of the actual sheriff.

A Sheriff may transact such unsettled business as may be in his hands at the time he goes out of office, but he cannot levy process after his term of office expires, although in his hands at the time he goes out of his term of service.

Haynes v. Bridge, Townley & Co., 41 Tenn. 32 (Tenn. 1860).

Duties Upon Leaving Office

UNEXECUTED PROCESS

The sheriff's power after going out of office is confined to unfinished business. It does not extend to the execution of process not yet commenced.

Duties Upon Leaving Office

UNLEVIED EXECUTION

If the outgoing sheriff has not levied an execution before the expiration of his term and the return date is after the expiration of his term, he has no power to act on the writ afterward.

His only duty is to deliver it to his successor. This rule applies to all unexecuted process.

Duties Upon Leaving Office

UNLEVIED EXECUTION

A failure to execute and return such execution or other process, or deliver it to his successor, is not a breach of the sheriff's bond, and does not render the sheriff's sureties liable.

Duties Upon Leaving Office

UNLEVIED EXECUTION (cont.)

It has been held that the sheriff's failure to deliver an unlevied execution to his successor does not render the sheriff's sureties liable, but the sheriff was liable individually in an action on the case for failure to deliver.

State ex rel. Nolin v. Parchmen, 40 Tenn. 609 (1859).

Duties Upon Leaving Office

SALE AFTER EXPIRATION OF TERM

If the sheriff has levied an execution on personal property and has not sold it before the expiration of his term of office, the sheriff has to sell it afterward and make return in the same manner as if the sheriff's office had continued.

Duties Upon Leaving Office

SALE AFTER EXPIRATION OF TERM

(cont.)

A failure to do so renders the sheriff and the sheriff's sureties liable, and they are not discharged from liability by the sheriff's delivery of the writ and goods to the sheriff's successor.

Evans v. Barnes, 32 Tenn. 292 (1852).

Duties Upon Leaving Office

T.C.A. § 41-4-102

Upon the expiration of the sheriff's term, it is the duty of the sheriff to deliver the jail and the prisoners therein, with everything belonging or pertaining thereto, over to the sheriff's successor or any person duly authorized by law to take charge of the jail.

The failure to discharge this duty is a misdemeanor.

Duties Upon Leaving Office

Audit or Cash Count

Call the Division of Local Audit in the Comptroller's Office and request that they come and do a cash count (reconciliation) of all Sheriff's Office accounts.

Checking Account
Drug Fund
Inmate Accounts
Petty Cash
Money in Evidence Locker

Duties Upon Leaving Office Inventory

Inventory conducted by two employees

Key Count

Equipment

Property Room

Evidence Room

Weapons & Ammo

Vehicles – County & Confiscated Vehicles

All County Property (computers, cell phones, etc)

Duties Upon Leaving Office

T.C.A. § 8-8-214

Get a Receipt

so you are indemnified and protected
from false claims

RECEIPT OF PROPERTY

This Receipt of Property is made and executed by _____, Sheriff Elect of _____ County, Tennessee, pursuant to Tenn. Code Ann. § 8-8-214, effective September 1, 2026.

I, _____, Sheriff-Elect of _____ County, Tennessee, hereby acknowledge the receipt of the property attached and levied on by _____ the Sheriff of _____ County, Tennessee, listed and described in **Exhibit A** attached hereto and incorporated herein by reference as fully as if recited verbatim, which has been delivered to me by my predecessor, Sheriff _____.

Pursuant to the provisions of Tenn. Code Ann. § 8-8-214, this receipt shall constitute an indemnity of the outgoing Sheriff, _____. Accordingly, the undersigned agrees to indemnify and hold _____ harmless from any and all claims, injuries, damages, losses or suits arising out of the undersigned's custody, management, maintenance and control of the property listed and described in **Exhibit A**.

A copy of this Receipt will have the same validity as the original.

RECEIPT OF BOOKS AND RECORDS

This Receipt of Books and Records is made and executed by _____, Sheriff Elect of _____ County, Tennessee, pursuant to Tenn. Code Ann. § 8-8-214, effective September 1, 2026.

I, _____, Sheriff-Elect of _____ County, Tennessee, hereby acknowledge the receipt of the books and papers pertaining to the Office of the Sheriff of _____ County, Tennessee, listed and described in Exhibit A attached hereto and incorporated herein by reference as fully as if recited verbatim, which have been delivered to me by my predecessor, Sheriff _____.

Pursuant to the provisions of Tenn. Code Ann. § 8-8-214, this receipt shall constitute an indemnity of the outgoing Sheriff, _____. Accordingly, the undersigned agrees to indemnify and hold _____ harmless from any and all claims, injuries, damages, losses or suits arising out of the undersigned's custody, management, maintenance and control of the books and papers listed and described in Exhibit A.

A copy of this Receipt will have the same validity as the original.

RECEIPT OF PRISONERS

This Receipt of Prisoners is made and executed by _____, Sheriff Elect of _____ County, Tennessee pursuant to Tenn. Code Ann. § 8-8-214, effective September 1, 2026.

I, _____, Sheriff-Elect of _____ County, Tennessee, pursuant to Tenn. Code Ann. § 41-4-102, hereby acknowledge the receipt of the prisoners in the _____ County Jail, listed and described in **Exhibit A** attached hereto and incorporated herein by reference as fully as if recited verbatim, which have been delivered to me by my predecessor, Sheriff _____.

Pursuant to the provisions of Tenn. Code Ann. § 8-8-214, this receipt shall constitute an indemnity of the outgoing Sheriff, _____. Accordingly, the undersigned agrees to indemnify and hold _____ harmless from any and all claims, injuries, damages, losses or suits arising out of the undersigned's custody, management, maintenance and control of the prisoners listed and described in **Exhibit A**.

A copy of this Receipt will have the same validity as the original.

Last But Not Least

RETENTION OF SERVICE WEAPON UPON RETIREMENT

T.C.A. § 8-8-218

(a) Upon completion of honorable service by a full-time sheriff or deputy sheriff, the sheriff or deputy sheriff, upon retirement, may retain the sheriff's or deputy sheriff's service weapon in recognition of many years of good and faithful service. A sheriff or deputy sheriff who retires on disability retirement may also retain the service weapon.

(b) Subsection (a) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the legislative body of any county to which it may apply.

QUESTIONS?

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