

## AGREEMENT FOR SALE OF A POLICE SERVICE DOG AND RELEASE OF LIABILITY

This AGREEMENT FOR SALE OF A POLICE SERVICE DOG AND RELEASE OF LIABILITY AGREEMENT (“Agreement”) is entered into by and between Erik Valtierra, individually (“Buyer”) and CITY OF RIALTO, a California municipal corporation (“City”). City and Buyer are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

### Recitals

- A. The City of Rialto Police Department (“Police Department”) has provided for the training of a Police Service Dog named Yuri (“Yuri”).
- B. Erik Valtierra has been Yuri’s handler as a Police Service Dog since March of 2017 and has participated with Yuri in all phases of training since then.
- C. On September 8, 2024, Yuri officially retired from patrol duties with the Police Department.
- D. The Police Department desires to ensure that Yuri has a comfortable, humane, and caring environment for the remainder of his life. Buyer desires to provide such care and comfort to Yuri for the remainder of Yuri’s life and Buyer will provide the necessities for Yuri at his own expense.
- E. Pursuant to Rialto Municipal Code Section 2.48.390.F.4, the Interim City Manager has determined in writing that the negotiated disposition of Yuri is in the best interests of the City.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Police Department agrees to sell Police Service Dog Yuri to Buyer for the sum of **\$1.00**, and in return, Buyer agrees to provide a comfortable, humane, and caring environment for the remainder of Yuri’s life. Buyer will purchase all necessities for Yuri, including but not limited to any medication or food, at his own expense. Buyer is fully aware of the nature of the training Yuri received and the nature of the work that the Yuri performed during the period of ownership by the City, and understands the need to provide Yuri with suitable shelter and reasonable surroundings in keeping with its training and work experience.

2. To the full extent permitted by law, Buyer shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence of Buyer and/or any alleged injury or damage to any person or property that may occur or be caused by Yuri after the transfer of ownership. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence. The indemnity obligation shall be binding on successors and assigns of Buyer and shall survive termination of this Agreement.

3. Buyer agrees to use Yuri only as a pet and will not use Yuri to perform any searches or activity related to patrol duties. Buyer will not sell, gift, or otherwise dispose of Yuri without the prior written approval of the City.

IN WITNESS WHEREOF, the City and Buyer have caused this Agreement to be executed the day and year first written below.

**CITY:**

CITY OF RIALTO, a municipal corporation

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G. Michael Milhiser, Interim City Manager

**ATTEST:**

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Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

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Eric S. Vail, City Attorney

**BUYER:**

By:

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Erik Valtierra