

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 Michael McDonagh, 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 Blade ("Blade").
- B. Officer Michael McDonagh has been Blade's handler as a Police Service Dog since January 2016 and has participated with Blade in all phases of training since then.
- C. On September 12, 2021, Blade officially retired from patrol duties with the Police Department.
- D. The Police Department desires to ensure that Blade has a comfortable, humane, and caring environment for the remainder of his life. Buyer desires to provide such care and comfort to Blade for the remainder of Blade's life and Buyer will provide the necessities for Blade at his own expense.

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:

The Police Department agrees to sell Police Service Dog Blade 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 Blade's life. Buyer will purchase all necessities for Blade, including but not limited to any medication or food, at his own expense. Buyer is fully aware of the nature of the training Blade received and the nature of the work that the Blade performed during the period of ownership by the City, and understands the need to provide Blade with suitable shelter and reasonable surroundings in keeping with its training and work experience.

Buyer hereby releases and forever discharges the City, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by Blade. Buyer accepts full responsibility and also agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns for any alleged injury or damage to any person or property that may occur or be caused by Blade after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

Buyer agrees to use Blade only as a pet and will not use Blade to perform any searches or activity related to patrol duties. Buyer will not sell or give away Blade without the written approval of the City.

[SIGNATURE PAGE TO FOLLOW]

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

Marcus Fuller, City Manager

ATTEST:

Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

Eric S. Vail, City Attorney

BUYER:

By:

Michael McDonagh