

**DONATION AGREEMENT AND RELEASE AND WAIVER OF  
LIABILITY AND INDEMNIFICATION AGREEMENT FOR  
RECEIPT OF DONATED POLICE SERVICE DOG**

WHEREAS, the **City of Torrance** (hereinafter, the "City") desires to donate AS-IS WITHOUT WARRANTY, the Police Service Dog described in **Exhibit A** to the **City of Redondo Beach ("Donee")**.

WHEREAS, the Donee, as recipient of the donated Police Service Dog listed in Exhibit A, acknowledges the condition of said dog;

WHEREAS, the Donee, acknowledges the donated Police Service Dog is a trained Dual Purpose Police Dog and may be aggressive in certain situations;

WHEREAS, the Donee, as recipient of the donated Police Service Dog, acknowledges that use of said dog as a Police Service Dog will require ongoing maintenance and training;

WHEREAS, the Donee acknowledges that it shall remain responsible for obtaining any necessary maintenance and training in order to use the donated Police Service Dog;

WHEREAS, the Donee acknowledges that it is responsible for the proper operation of the donated Police Service Dog;

NOW, THEREFORE, the Donee agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Equipment.** The Donee acknowledges receipt of the following Police Service Dog donated by the City to the Donee: See "**Exhibit A**".

2. **No Warranties.** The City, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, capabilities, or use of the donated Police Service Dog. The City makes no representations as to the health, abilities, or general condition of the donated Police Service Dog.

3. **Waiver of Liability.** The Donee does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the donated Police Service Dog. The entire risk as to the performance of the donated Police Service Dog is assumed by the Donee. In no event shall the City or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the donated Police Service Dog.

4. **Indemnification.** Donee agrees to indemnify and hold harmless the City, the City Council, each member therefore, present and future, its officers, agents and employees from and against any and all claims, liability and damages, arising from the use of the donated Police Service Dog. The obligation to indemnify, defend, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees.

**IN WITNESS WHEREOF**, the City and Donee have caused this instrument to be executed on its behalf by officials duly authorized, therefore.

**CITY OF REDONDO BEACH,  
a chartered municipal corporation**

**CITY OF TORRANCE,  
a municipal corporation**

\_\_\_\_\_  
James A. Light, Mayor

\_\_\_\_\_  
George Chen, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Rebecca Poirier, City Clerk

APPROVED AS TO FORM:  
JOY A. FORD  
City Attorney

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

By: \_\_\_\_\_  
Joy A. Ford  
City Attorney

By: \_\_\_\_\_  
Jeanne-Marie K. Litvin  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: A) Police Service Dog to be Donated

## **EXHIBIT A**

**The following Police Service Dog will be donated to CITY OF REDONDO BEACH, POLICE DEPARTMENT:**

<b>Description</b>	<b>Acquisition Date</b>	<b>Current Value</b>
<b>“Max” – Dutch Shepherd breed, Dual Purpose Police Service Dog</b>	<b>11/16/2023</b>	<b>\$9,635.00</b>