

TRANSFER AGREEMENT WITH DAVID ARNOLD  
FOR REDONDO BEACH POLICE DEPARTMENT CANINE

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into as of this 19th day of August, 2025 ("Effective Date") by and between the CITY OF REDONDO BEACH, a California municipal corporation and charter city ("City"), and David Arnold, an individual ("Transferee"), and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. Transferee (Police Officer for the City of Redondo Beach, Serial No. 1236) is a private individual employed as a member of the Redondo Beach Police Department ("RBPD").
- C. In conjunction with his employment, Transferee was entrusted with care, custody, and control of a police canine named "Balton" ("Dog"). Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued by Transferee. Transferee has been one of Dog's handler since Dog was obtained by City on or about 2016.
- D. Dog is no longer physically able to perform daily tasks as a police canine. City desires to retire Dog from service, and desires to transfer ownership of Dog subject to the conditions specified in this Agreement.
- E. Transfer of Dog to a person other than Transferee could be dangerous given Dog's police training. City desires to transfer permanent ownership of Dog to Transferee due to Transferee's demonstrated relationship with Dog.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Consideration. City hereby transfers Dog to Transferee for the sum of One Dollar and 00/100 (\$1.00), payable at the time this Agreement approved on August 19, 2025 ("Transfer Date"). Transferee shall be the sole owner of the Dog upon execution of this Agreement and payment of One Dollar and 00/100 (\$1.00).

2. Responsibility. Transferee agrees and hereby assumes sole ownership and sole responsibility for the care, control, supervision, maintenance, food, housing, veterinary care, and any and all other expenses that may result from or arise out of Transferee's ownership of Dog, whether or not such care or veterinary treatment arises out of or in connection with a pre-existing condition of Dog or Dog's prior use for law enforcement.
3. No Warranties. Transferee, through his employment, has been Dog's handler and acknowledges and understands that:
  - a. Dog has been trained and used as a police canine;
  - b. Dog is being transferred "as is";
  - c. City makes no representations, warranties, guarantees, or statements of any kind or nature regarding: (i) the physical or mental health of Dog, (ii) the training that Dog has received, or (iii) the temperament, disposition, or suitability of Dog for any use whatsoever; and
  - d. Transferee's acquisition of Dog is desired and entirely voluntary by Transferee and is not in any way, either actual or implied, a condition of employment, remuneration, benefit, retirement, or other aspect of Transferee's employment by City.
4. City's Duties. City will have no further duty, responsibility, or liability for Dog or Dog's care with the exception of the following:
  - a. Any unpaid veterinary expenses incurred by Dog up to the date of transfer shall be the responsibility of City. These veterinary expenses shall include any unpaid balance current being considered by City, expenses not covered by the Dog's insurance carrier and any other expenses whether known or unknown at the time of retirement.
  - b. In recognition of Dog's years of service to City, should euthanasia become necessary due to Dog's deteriorating condition, City shall reimburse normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Transferee.
5. No Subsequent Transfers. Transferee shall not transfer ownership of Dog to any other person or entity without prior written permission of City, the request for which shall be agreed to or denied in the sole discretion of City.
6. Assumption of the Risk. Transferee is aware that Dog could inflict injury to Transferee or others, including but not limited to, bodily injury, personal injury, death, disability, illness, property damage, or loss (hereinafter, "Risk of Injury"). Transferee acknowledges that transfer of Dog is voluntary, and Transferee does so with full knowledge of the Risk of Injury. To the extent authorized by law, Transferee hereby accepts responsibility for any and all Risk of Injury on behalf of himself and his descendants, dependents, spouse, domestic partners, heirs, executors, administrators, devisees, representatives

and assigns, and anyone who might claim on behalf thereof (" Transferee Parties").

7. Waiver and Release. To the extent authorized by law, Transferee on behalf of himself and Transferee Parties, hereby releases, discharges, and holds harmless the City, its officials, officers, agents, representatives, volunteers, employees, contractors, commissions, committees, foundations, and other such persons or bodies ( hereinafter " Released Parties") from any and all liability for claims, demands, causes of action, damages, judgments, costs or expenses, compensation, consideration, remuneration, benefits, including but not limited to attorneys' fees and costs that are caused by, arise out of or in connection with or result from transfer, ownership, custody, care, control, maintenance and supervision of Dog, brought by any person or entity whatsoever at any time (hereinafter " Claims").
8. Unknown Claims. Transferee understands that this Agreement extends to all claims of every kind or nature whatsoever, either in law or in equity, foreseen or unforeseen, known or unknown, which arise or may hereafter arise from transfer of Dog, and that this Agreement discharges the Released Parties from any Claims that Transferee and Transferee Parties may have against the Released Parties. Further, on behalf of Transferee and Transferee Parties, Transferee hereby waives all rights under California Civil Code § 1542, which states:  
  
**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**
9. Defense and Indemnity. Transferee further agrees to indemnify, defend, and hold harmless Released Parties from and against any and all Claims arising directly or indirectly caused by, arise out of or in connection with or result from transfer, ownership, custody, care, control, maintenance and supervision of Dog; or on account of or concerning any acts engaged by Dog that occurs after the Transfer Date set forth herein.
10. Recitals. City and Transferee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.
11. Representations. The parties agree that City is relying on the representations by Transferee made herein and that but for said representations, City would not transfer the ownership, custody, and control of Dog to Transferee.
12. Notice. The parties agree that each shall give to the other written notice of any Claim as described herein, within (10) ten days of the receipt thereof. Notice shall be given to Transferee at the residence address maintained and given by Transferee to the RBPD; and notice shall be given to City at 415 Diamond Street, Redondo Beach, California 90277 Attn: City Attorney

13. Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.
14. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein. This Agreement may only be amended by a writing signed by both parties hereto. This Agreement and all the provisions contained herein shall continue until either the death of Dog .
15. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.
16. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
17. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles, State of California.
18. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.
19. Counterparts. This Agreement may be executed in two ( 2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one ( 1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 19th day of August, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DAVID ARNOLD,  
an individual

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

By: \_\_\_\_\_  
David Arnold

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney