

REDONDO BEACH POLICE DEPARTMENT CANINE OWNERSHIP TRANSFER AGREEMENT

This Canine Ownership Agreement made on May 11, 2021, in the City of Redondo Beach between OFFICER Kyle Lofstrom (Serial No. 1296, Police Officer for the City of Redondo Beach (hereafter “OFFICER”), and the City of Redondo Beach, a municipal corporation (hereafter, “CITY”), provides as follows:

RECITALS

WHEREAS, CITY wishes to retire K-9 Ammo (“CANINE”) from active service with the Police Department K-9 Unit;

WHEREAS, OFFICER was one of the K-9 handlers assigned by the Redondo Beach Police Department to serve with CANINE in the K-9 Unit and to care for and maintain CANINE during off-duty hours at OFFICER’s home;

WHEREAS, OFFICER desires and has requested that CITY transfer ownership and complete responsibility for CANINE’s care, food, veterinary attention, lodging, maintenance and supervision solely to OFFICER; and

WHEREAS, CITY and the Police Department desire to transfer all rights, obligations, and ownership of CANINE to OFFICER.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS TO BE DERIVED BY THE PARTIES AND FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE PARTIES AGREE AS FOLLOWS:

1. The CITY agrees to assign, convey and transfer sole ownership, custody, care, control and responsibility for CANINE to OFFICER effective May 11, 2021 for the good and valuable consideration of \$1.00.

2. OFFICER agrees to accept sole ownership of CANINE which includes the complete responsibility for CANINE's custody, care, food, veterinary attention, lodging, control, maintenance and supervision.
3. In accepting transfer of CANINE from CITY, OFFICER recognizes that CANINE has received training in police procedures and tactics. By acceptance of CANINE, OFFICER agrees to hold harmless the CITY, the Redondo Beach Police Department, and its officers, employees, servants and agents from any and all liability whatsoever that might arise from acts engaged in by CANINE resulting from his training described herein, as well as any acts by CANINE whether or not attributable to such training. OFFICER further agrees to waive any and all claims of liability against the CITY, the Redondo Beach Police Department, its officers, employees and agents that might arise as a result of the ownership, custody, care and responsibility of CANINE. OFFICER acknowledges that CITY has made no representation concerning the health of CANINE and OFFICER agrees to accept the transfer of CANINE on a "as is" basis and agrees to assume full responsibility for the ownership, custody, care, control, maintenance and supervision of CANINE.
4. OFFICER warrants that he will hold CITY harmless from all claims for loss, injury, damages and liability of whatever kind, caused or alleged to be caused by CANINE, whether OFFICER, or any other person, is deemed negligent or alleged to be negligent or not, with respect to ownership, custody, care, control, maintenance and supervision of CANINE.
5. OFFICER further warrants that he will release, indemnify, to defend and hold harmless the CITY, including the Redondo Beach Police Department, its officers, agents, servants, and employees for any and all claims, liability, injuries, loss, damage, actions, costs, expenses and attorney's fees incurred by CITY, its officers, agents, servants, and employees in defense thereof, arising directly or indirectly from or on account of or concerning any acts engaged in by CANINE that occurs after the date of transfer set forth herein.
6. The parties further agree that CITY is relying on these representations by OFFICER in agreeing to this transfer, and that but for said representations, CITY would not be willing to transfer the ownership, custody, and control of CANINE to OFFICER.

7. This Agreement and all of its provisions shall continue until either the death of CANINE, or subsequent conveyance of CANINE by OFFICER to another individual, whichever shall occur first.
8. The parties agree that each shall give to the other written notice of any claim regarding the subject matter of this Agreement, within (10) days of the receipt thereof. Notice shall be given to OFFICER at the residence address maintained and given by OFFICER to the Redondo Beach Police Department and to CITY in care of the City Attorney of the City of Redondo Beach, at 415 Diamond Street, Redondo Beach, California 90277.
9. This Agreement shall constitute the sole and only understanding between the parties hereto with respect to the subject matter herein, and no other warranties, representation or terms of any kind exist except as set forth herein.

Executed this 11th day of May, 2021 at Redondo Beach, California.

William C. Brand, Mayor
Transferor/Indemnatee, City of Redondo Beach

OFFICER Kyle Lofstrom # 1296
Transferee/Indemnitor

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

RISK MANAGEMENT

Diane Strickfadden, Risk Manager