

**City of Beaumont
Agreement for Sale of K-9 Police Service Dog
(Ryan Brieda)**

THIS AGREEMENT FOR SALE OF K-9 POLICE SERVICE DOG ("Agreement") is entered into as of the 20th day of June 2023 ("Date of Execution"), by and between the City of Beaumont ("CITY"), a California municipal corporation, and Ryan Brieda ("BRIEDA"), an individual.

RECITALS

WHEREAS, CITY owns a K-9 Service Dog known as Mila ("Subject Canine" or "Mila"), further described in section 1 of the Agreement; and

WHEREAS, MILA, having served the people of the City of Beaumont, is being retired from law enforcement service by CITY; and

WHEREAS, the CITY seeks to find a good home for the care of K-9 Mila in her senior years; and

WHEREAS, BRIEDA, in his individual capacity, wishes to assume ownership and take possession and custody of Mila as his personal pet; and

WHEREAS, CITY wishes to divest itself of both ownership and all liability for any and all damages caused by the Subject Canine.

WHEREAS, CITY does hereby agree to relinquish all of its rights, title and ownership interest in Mila whatsoever and deliver Mila to BRIEDA, effective upon BRIEDA's execution and return of this document and payment of the sum of \$1.00 to CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. CONSIDERATION. In consideration of the sum of one dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, CITY sells, conveys and transfers to BRIEDA the Subject Canine, more specifically described as:

Dog's Name: MILA
Breed of Dog: Dutch Shepherd
Color of Dog: Black
Date of Birth: 04/06/2015

Sex of Dog: Female

2. REGISTRATION AND OWNERSHIP TRANSFERS: Upon payment in full as set forth above, CITY shall promptly transfer ownership and registration, if applicable, of Mila to BRIEDA.

3. BRIEDA'S REPRESENTATIONS AND DUTIES. From and after the transfer of Mila to BRIEDA, BRIEDA shall humanely care for Mila, and provide adequate nutritional food, exercise, love, veterinary care, and companionship to Mila. BRIEDA makes this Agreement in his individual capacity, and his employment relationship with the Beaumont Police Department is in no manner related to his role as a party to this Agreement. In the event of any future disagreement, claim, dispute, or lawsuit between the parties with respect to this Agreement or to Mila, BRIEDA will not assert that his employment relationship with CITY in any manner enhances his position over that of an unrelated third-party buyer. BRIEDA is aware that Mila was trained as and served as a K-9 Service Dog. In such capacity, Mila was taught to locate illegal substances and track human scent. BRIEDA understands that such training cannot be unlearned. Accordingly, BRIEDA agrees to take all necessary and reasonable precautions to assure that Mila does not wrongfully attack any persons.

4. WARRANTIES: Mila is sold with no express or implied warranties or representations having been made by CITY to BRIEDA other than those expressly stated above.

5. INDEMNIFICATION.

a. BRIEDA does assume ownership of the canine named Mila, and any and all risks arising from actions of said canine, including, but not limited to, risk of injury or death to third persons, and shall defend, indemnify and hold harmless the City of Beaumont, and its employees, officers and agents, from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of the canine is transferred pursuant to this AGREEMENT. That date is hereby fixed by agreement by and among the parties hereto as being the Date of Execution.

b. CITY further agrees to continue to be responsible for all liability for risks and dangers relating to the ownership of the SUBJECT CANINE before the Date of Execution, and to indemnify and hold BRIEDA harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the Subject Canine before the date ownership is transferred from CITY to BRIEDA on the Date of Execution.

6. DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR FROM ANY SUBSEQUENTIAL ACTION OR

OMISSION ON THE PART OF THE SUBJECT CANINE WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

7. ENTIRE AGREEMENT. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

8. INCORPORATION OF RECITALS. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

“CITY”

“BRIEDA”

CITY OF BEAUMONT

A California municipal corporation

RYAN BRIEDA

An Individual

By: _____
Elizabeth Gibbs, City Manager

By: _____
Ryan Brieda

ATTEST: _____
Elaine Morgan, City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

John O. Pinkney, City Attorney