

**CITY OF FONTANA
RELEASE OF K-9 DOG AGREEMENT
CONTACT NUMBER: MS-70-PD-23**

This Agreement is made and entered into this **27th day of September 2022**, by and between the **City of Fontana**, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”) and **Bradley Terwilliger** (“Handler”), hereinafter “Agreement.” City and Handler are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to sell property.

B. Handler is a police officer in the City’s Police Department K-9 Unit and handles “Axl,” who is ready to retire.

C. The City desires to release “Axl” and some of his accompanying K-9 dog equipment to Handler for a fee of \$1.00.

D. Handler is willing to and desires to give the City of Fontana \$1.00 in exchange for receiving “Axl” and some of his accompanying K-9 dog equipment, including a kennel, transportation kennel, custom fit muzzle, Dogloo, and two leashes (hereinafter “K-9 Dog Equipment”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Payment. Handler agrees to pay the sum of \$1.00 to the City of Fontana by October 31, 2022, in exchange for receiving “Axl” as his personal dog along with Axl’s accompanying K-9 Dog Equipment

3. Release of “Axl” and Accompanying K-9 Equipment. Upon City’s receipt of \$1.00 from Handler for the purpose of releasing “Axl” and his accompanying K-9 Dog Equipment to him, City shall so release “Axl” and the accompanying K-9 Dog Equipment within thirty (30) days.

4. Acknowledgment. Handler hereby acknowledges that he understands that upon the City releasing “Axl” and his accompanying K-9 Dog Equipment to him, they will become Handler’s personal property and the City will retain no proprietary interest in them whatsoever. Handler further acknowledges that he understands that the change of property characterization from City property to Handler’s personal property shall become operative upon the date of

signature ("Effective Date") of this Agreement. Handler further acknowledges that as of the Effective Date of this Agreement, Handler may not represent to anyone that "Axl" is a dog of the City or of the City's Police Department but may represent that "Axl" is a retired dog of the City or the City's Police Department.

5. Indemnification. As of the Effective Date of this Agreement, to the fullest extent permitted by law, Handler shall defend, indemnify, and hold the City, the City Council, each of the City Councilmembers, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of "Axl." This obligation shall survive any termination of this Agreement.

6. General Release. It is the intention of the Parties that this Agreement is effective as a bar to all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of any character, nature, and kind, known or unknown, suspected or unsuspected; in furtherance of which intention the Buyer expressly waives any and all right and benefit conferred upon him by the provisions of Section 1542 of the California Civil Code, which reads as follows:

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.

7. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. All counterparts shall be construed together and shall constitute one single Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
CITY OF FONTANA
RELEASE OF K-9 DOG AGREEMENT
CONTRACT NUMBER: MS-70-PD-23**

CITY OF FONTANA

BRADLEY TERWILLIGER

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____
William P. Green
Chief of Police