

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE LONG BEACH K-9 OFFICERS ASSOCIATION AND THE CITY OF**  
**LONG BEACH POLICE DEPARTMENT RELATED TO DONATION OF K-9**

**35813**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered as of November 24, 2020, for reference purposes only, by and between THE CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, through the LONG BEACH POLICE DEPARTMENT, (hereinafter "CITY") and the LONG BEACH K-9 OFFICERS ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, since the inception of CITY's Police Service Dog Unit, the ASSOCIATION has purchased and provided all police service dogs (hereinafter "K-9") for use by the CITY; and

WHEREAS, historically, ASSOCIATION has also been providing funding for off-duty veterinary care for K-9, as well as food and certain equipment for the K-9s; and

WHEREAS, when a K-9 reaches the end of its service life and retires, ASSOCIATION has also provided post-retirement veterinary care and food for K-9s; and

WHEREAS, CITY and ASSOCIATION seek to memorialize that such care, purchases and transfers of K-9 by ASSOCIATION to CITY shall be deemed a donation, and CITY shall be deemed to have ownership of the K-9s; and

WHEREAS, the purpose of this MOU is to establish that funding for off-duty medical care, food, and certain equipment provided by ASSOCIATION to CITY, as well as ownership of all K-9s purchased and transferred, past, present and future, by ASSOCIATION to CITY, shall continue to be provided at no cost to CITY, and CITY shall release ASSOCIATION of any rights or obligations related to said K-9; and

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the CITY and ASSOCIATION agree as follows:

1. RECITALS. The recitals stated above are incorporated in the MOU by this reference.

1                   2.     TERM. The term of this MOU shall commence on November 30,  
2 2020, and shall continue indefinitely, unless terminated by either party. Intent to terminate  
3 this MOU shall be communicated, in writing, thirty (30) days prior to termination of the  
4 MOU. Written notice of intent to terminate shall be by registered or certified mail addressed  
5 as follows:

6                   To CITY:                                   CITY OF LONG BEACH  
7   400 W. Broadway  
8   Long Beach, California 90802  
9   Attn: Chief of Police

10                   To ASSOCIATION:                       LONG BEACH K-9 OFFICERS ASSOCIATION, INC.  
11   P. O. Box 17366  
12   Long Beach, California 90807  
13   Attn: President

14                   3.     DONATION. ASSOCIATION has donated and will continue to donate:  
15 K-9s to CITY for use by the Long Beach Police Service Dog Unit; funding for off-duty  
16 veterinary care as well as food for K-9s and post-retirement; and certain equipment to CITY  
17 for the K-9s. Satisfaction of any and all tax liabilities, whether City, County, State, or  
18 Federal arising from said donations and use shall be the sole responsibility of CITY.

19   Satisfaction of any tax liabilities arising from said donations and use  
20 shall be the sole responsibility of CITY and CITY shall hold harmless, indemnify, and  
21 defend ASSOCIATION from any and all liability arising from said tax liabilities.

22                   4.     OWNERSHIP AND USE. CITY shall be the sole owner of and have  
23 complete responsibility for any K-9 upon taking possession of said K-9, and such use shall  
24 be in compliance with all applicable federal, state and local laws, ordinances, and  
25 regulations. Upon a K-9's retirement and adoption by the handler or any other person,  
26 CITY shall ensure an Adoption Waiver and Release is signed by the adopter including the  
27 requirement that the adopter shall care for the K-9 in a humane and responsible manner  
28 and shall provide the K-9 with clean and adequate shelter, proper licensing, food, water,

1 and veterinary care to the extent it is not provided by ASSOCIATION.

2           5.     RELEASE. Upon the transfer of a K-9 by ASSOCIATION to CITY,  
3 CITY assumes all risk(s) associated with the possession, use, and deployment of the K-9  
4 and hereby expressly releases and discharges ASSOCIATION from any and all liability,  
5 damages, claims, causes of action, losses, suits, proceedings cost and expenses arising  
6 from or connected with the donation of the said K-9 to the CITY, the use of the K-9s by any  
7 person after their transfer to CITY, or the condition, ownership or transfer of the K-9s.

8           6.     WAIVER OF GENERAL RELEASE. CITY expressly waives the rights  
9 and benefits available to it under section 1542 of the California Civil Code which provides:

10                   “A general release does not extend to claims which the creditor does  
11 not know or suspect to exist in his [or her] favor at the time of executing the  
12 release, which is known by him [or her] must have materially affected his  
13 [or her] settlement with the debtor.”

14           7.     GENERAL PROVISIONS.

15                   A.     This MOU shall be governed by and construed under the laws  
16 of the State of California.

17                   B.     In the event suit is filed relating to any provision hereof, venue  
18 shall be in the Los Angeles County Superior Court.

19                   C.     If any part of this MOU is declared by a Court of competent  
20 jurisdiction to be invalid or unenforceable, the remainder of its provisions shall  
21 remain in full force and effect.

22                   D.     Nothing herein contained is intended to create a joint venture,  
23 partnership, principal-agent, master-servant or employer relationship between the  
24 parties.

25                   E.     Any notice given hereunder shall be in writing and personally  
26 delivered or deposited in the United States Postal Service, postage prepaid,  
27 registered or certified mail, addressed to ASSOCIATION and CITY at the addresses  
28 provided in Section II hereof. Notice of change of address shall be given in the

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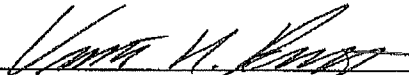
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same manner as stated herein for other notices. Notice shall be deemed given on the date personal delivery is made or on the date deposited in the United States Mail, whichever first occurs.

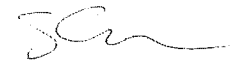
F. This MOU constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior discussions, understandings, or writings.

G. Any amendment or modification hereof shall be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding between the CITY OF LONG BEACH, a municipal corporation ("CITY") through the LONG BEACH POLICE DEPARTMENT ("LBPD") and LONG BEACH K-9 OFFICERS ASSOCIATION ("ASSOCIATION") to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

LONG BEACH K-9 OFFICERS ASSOCIATION  
By 12-1, 2020   
Vincent Bunting, President

"ASSOCIATION"  
CITY OF LONG BEACH, a municipal corporation, by and through the LONG BEACH POLICE DEPARTMENT  
By 1.11.21, 2020   
Robert Luna, Chief of Police,  
Long Beach Police Department

"CITY"  
This Agreement is approved as to form on December 21, 2020.  
CHARLES PARKIN, City Attorney  
By   
Sarah E. Green, Deputy