

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into this 1st day of August, 2023 by and between Santa Ana Police Department Corporal Joshua Gripentrog ("Officer") and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. Officer is a member of the Santa Ana Police Department and was assigned as a K-9 Handler in the K9 Unit.
- B. Officer was, in connection with his assignment as a K9 Handler, given the care, custody, and control of a police dog named "Marko" (Dog).
- C. Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
- D. Dog is over 9 years old, a normal retirement age for police dogs. Based on his age and current physical condition, it would be impractical to reassign Dog to a new canine handler to attend Basic Handlers Course before being put back in service.
- E. Dog is considered "surplus" property and the Director of Finance has agreed to sell Dog to Officer for the total sum of \$1.00.
- F. Officer wishes to purchase and adopt Dog. It is the City's intent to sell Dog to Officer subject to the conditions specified in this agreement.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

- 1. City hereby sells Dog to Officer for the total sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of the Dog upon execution of this contract and payment of \$1.00.
- 2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical and any and all other expenses that result from or arise out of Officer's ownership of Dog.
- 3. Officer agrees that the City shall have no further responsibility of liability for Dog or Dog's care after the date of this Agreement.
- 4. Officer agrees to defend, indemnify and hold harmless the City and its officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises out of, or is in any way related to, Dog or Officer's actions with Dog after the effective date of this Agreement.

5. Officer gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Officer's ownership and possession of Dog.
6. This Agreement contains the entire agreement between the parties and no representations have been made by any of the parties or their representative, except as is contained herein and any representations not expressed herein are invalid and unenforceable. This agreement is valid on the effective date and may not be modified thereafter, except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SANTA ANA



JOSHUA GRIPENTROG
Police Corporal

KRISTINE RIDGE
City Manager

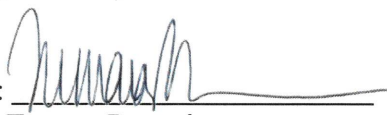
RECOMMENDED FOR APPROVAL:

ATTEST:

DAVID VALENTIN
Chief of Police

JENNIFER L. HALL
City Clerk

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

By: 

Tamara Bogosian
Sr. Assistant City Attorney