

## AGREEMENT FOR PURCHASE OF K-9

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Coconut Creek, a Florida municipal corporation (City), and Justin Capaldi (Capaldi), an individual:

### WITNESSETH

**WHEREAS**, Capaldi is employed as a police officer in the City's police department and is assigned to the City's K-9 Unit; and

**WHEREAS**, Capaldi's K-9 partner, Titus, a Belgian Malinois, is acclimated to Capaldi's family and household; and

**WHEREAS**, it is customary in law enforcement for a K-9 animal to be sold to his partner after a K-9's retirement.

**NOW THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1:** That the above recitations are true and correct.

**Section 2:** The City hereby sells to Capaldi, and Capaldi hereby agrees to purchase from the City for the sum of Ten Dollars (\$10.00) Titus, a Belgian Malinois, who will no longer work for the City's police department.

**Section 3:** By agreeing to the purchase of Titus, Capaldi agrees to provide and pay for any and all expenses, including but not limited to Veterinary Pet Insurance (VPI) policy, medical care, veterinary care, feed and boarding expenses of said dog, and undertakes any and all liability for the actions of Titus. The City of Coconut Creek will no longer be held responsible for any expenses in reference to Titus.

**Section 4:** Both parties recognize and agree that the purchase of Titus by Capaldi stops any payment to Capaldi by the City for the care of said dog.

**Section 5:** Capaldi hereby indemnifies and holds harmless the City of Coconut Creek from and against any claim or action for damages brought against the City or in which City is joined as a party arising from or resulting from the actions or inactions of Titus, including but not limited to any liens, judgments, or damages suffered by or imposed against the City, and specifically including attorneys' fees and costs with respect to any such action or any action brought by the City to enforce the indemnification given herein by Capaldi.

**Section 6:** That the City Manager is hereby authorized to execute the attached Bill of Sale, selling Titus to Capaldi.

**Section 7:** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions nor shall any failure to enforce any provision

hereof operate as a waiver of such provision or of any other provision.

**Section 8:** All parties to the Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and elected officials (in the City of Coconut Creek), and that the approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

**Section 9:** In the event it becomes necessary, for any reason, to construe this Agreement as permitted by the rules of evidence of the State of Florida, this Agreement shall be construed as being jointly prepared and drafted by all parties hereto. This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.

**Section 10:** This Agreement shall be construed in accordance with the law of the State of Florida, at any proceeding arising between parties in any manner pertaining to the Agreement shall, to the extent permitted by law, be held exclusively in Broward County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have set their names and seals the day and date first above written.

**CITY**

CITY OF COCONUT CREEK,  
a Florida municipal corporation

ATTEST:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

By: \_\_\_\_\_  
Karen M. Brooks, City Manager

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

\_\_\_\_\_  
JUSTIN CAPALDI  
K-9 Officer

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
Typed or Printed name