

**CITY OF COSTA MESA
POLICE DEPARTMENT**

PURCHASE AGREEMENT

This agreement between the City of Costa Mesa ("City") and Officer Jerry Hildeman ("Officer") is made with reference to the following:

1. Officer is a member of the Costa Mesa Police Department and is assigned to the Field Operations Division (K-9 Detail) as a K-9 Handler.
2. Officer was, in conjunction with his assignment as a K-9 Handler, given the care, custody and control of a police dog named "Robbie" ("Dog").
3. Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
4. Sale or transfer of Dog to a person other than Officer could generate potential City liability based upon the possibility Dog may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based upon prior training.
5. Age of Dog and current staffing preclude any further service with the City.
6. Officer has been the Dog's handler since the purchase of Dog by the City in 2003. It is therefore City's intent to sell Dog to Officer subject to the conditions specified in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. City hereby sells Dog to Officer for the 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. City will have no further responsibility of liability for Dog or Dog's care with the exception of the following:
 - a. Any unpaid veterinary expenses incurred by Dog up to the date of retirement (December 19, 2007) shall be the responsibility of City. These veterinary expenses shall include any unpaid balance, current being considered by City, expenses not covered by the

Dog's insurance carrier and any other expenses either known or unknown at the time of retirement.

- b. In recognition of Dog's years of service to City, should euthanasia become necessary due to Dog's deteriorating condition. City shall reimburse Officer for normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of Officer.
4. Officer agrees to defend, indemnify, and hold harmless 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 or inaction with Dog outside the course and scope of employment.
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 constitutes the entire understanding of the parties and may not be amended, except by a writing signed by both parties.

Jerry Hildeman
Officer

Date

Christopher Shawkey
Chief of Police

Date

Harold W. Potter
Assistant City Attorney

Date

Julie Folcik
City Clerk

Date