

CANINE PURCHASE AGREEMENT

This Agreement is made and entered into by and between the CITY OF PALM BAY "CITY", and Officer JENNIFER BLACKLEDGE, hereinafter referred to as the "PURCHASER".

WITNESSETH

Whereas the "CITY OF PALM BAY" owns and has in its possession a BELGIAN MALINOIS named "ZEKE" purchased on 7/15/2024;

Whereas due to certain medical and training issues with the canine, the CITY believes it would be in the best interest of the City and the canine to accept the purchase offer from JENNIFER BLACKLEDGE_____

Whereas the "CITY OF PALM BAY" is authorized to transfer property which is not needed by the "CITY OF PALM BAY" to the "PURCHASER".

Whereas the "PURCHASER" has use for said BELGIAN MALINOIS ZEKE_____.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the "CITY OF PALM BAY" and the "PURCHASER" hereby agree as follows:

1. The "PURCHASER" agrees to do the following:
 - a. Pay \$ 11,000_____, to the CITY;
 - b. Accept transfer of possession and ownership of the aforesaid BELGIAN MALINOIS ZEKE_____ from the "CITY OF PALM BAY"; and
 - c. The PURCHASER fully understands that former police dogs can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability and death, and these risks and dangers may be caused by PURCHASER or others as well as other risks not known or readily foreseeable at this time.
 - d. The PURCHASER accepts and assumes all risks known and unknown, and assumes all responsibility for the losses, costs and damages following such injury, disability or death, caused by K9 "ZEKE."
 - e. The PURCHASER agrees to release, indemnify, and hold harmless the CITY and all employees, officers and agents from and against any and all liability, claims, demands, suits, actions, losses, damages, expenses, fees or fines, of any kind and nature, arising or growing out of or in any way connected with their ownership of BELGIAN MALINOIS ZEKE. Nothing herein is intended or shall be interpreted to waive or limit any rights that the CITY, its officers, agents and employees have pursuant to Chapter 768, Florida Statutes, or any other applicable or limiting law.
 - f. The PURCHASER understands and agrees that she will not be entitled to maintenance time, any reimbursement or pay related to the care of "ZEKE" as the dog will no longer be employed or an agency-owned police dog. Moreover, the care and transportation of the retired dog is not within the course and scope of the

PURCHASER's scope of employment as an officer of the City of Palm Bay Police Department.

2. The "CITY OF PALM BAY" agrees to do the following:
 - a. After receipt of payment, to transfer possession and ownership of the canine and to relinquish all claims of right, title, ownership and possession to the BELGIAN MALINOIS ZEKE to the "PURCHASER"; and
 - b. Within 7 days of receipt of payment, complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.
3. Mutual Intent. It is agreed between the "CITY OF PALM BAY" and "PURCHASER" that the provisions in this Agreement represent the true intent of the parties and that sufficient consideration exists for each to be bound thereby.
4. Amendments To Agreement. No modification, amendment, or alternation in the terms or conditions contained in this Agreement shall be effective unless contain in a written document executed with the same formality.
5. Assignability. This Agreement shall not be assigned.
6. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
7. No Warranties. The parties recognize and agree that the "CITY OF PALM BAY" makes no warranties, expressed or implied, as to the fitness and reliability of said BELGIAN MALINOIS ZEKE and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid BELGIAN MALINOIS ZEKE for any specific application, performance, result or use. The "PURCHASER" agrees that she is accepting possession and ownership of said BELGIAN MALINOIS ZEKE in "as is" condition. Furthermore, the parties agree that the "CITY OF PALM BAY" expressly denies any further responsibility for the maintenance or behavior of said animal; henceforth the "PURCHASER" shall be fully and solely responsible for the maintenance and behavior of said animal.
8. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
9. Governing Law, Jurisdiction, Venue. This Agreement and all of the rights and obligations of the parties hereto shall be governed both procedurally and substantively by and construed according to the Laws of Florida. The parties further agree that jurisdiction regarding the rights and obligations of all parties under this Agreement and all litigation resulting there from, whether by arbitration or otherwise, shall be vested in the Eighteenth Judicial Circuit, in and for Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF PALM BAY:

City Manager

Chief of Police

date: _____

date: _____

Jennifer Blackledge, Purchaser

date: _____

STATE OF FLORIDA

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SS

COUNTY OF [NAME]

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SWORN TO (or affirmed) AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024 by Jennifer Blackledge.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: