

## **K-9 SALE AND HOLD HARMLESS AGREEMENT**

THIS HOLD HARMLESS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between The City of Delray Beach (hereinafter referred to as the "City") and Andrew Mintus, (hereinafter referred to as "Employee").

### **WITNESSETH**

WHEREAS, the City, through its Police Department, is desirous of retiring and selling an animal currently being utilized in the City's K-9 program, and animal being identified as follows: "Ghost" German Shepherd/Belgian Malinois (hereinafter referred to as "Canine"), and

WHEREAS, Employee is desirous of purchasing, keeping, training, and assuming full responsibility for Canine as a pet at his place of residence or other appropriate kennel facility, and

WHEREAS, there is a unique relationship between the officer and the K-9 during the years of working in partnership, and it is in the best interests of the City to release the K-9 to his handler after the K-9's retirement, and

NOW, THEREFORE, for mutual consideration, covenants, and matters set forth herein, as of the date set forth below, the parties hereto do hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. The City does hereby sell the Canine to Employee in an "as is" condition for One Dollar and 00/100 (\$1.00) and other good and valuable consideration.
3. Employee shall henceforth be solely and completely responsible for said Canine, including, but not limited to, providing for the care and

maintenance (including all regular and veterinary expenses) for the remainder of the Canine's life.

4. Employee shall defend, indemnify and hold harmless the City, its agents, officers, officials and employees from any and all claims, suit, causes of action or any claim whatsoever made arising from property damage and/or personal, bodily or mental injury to a human or animal caused or allegedly caused by the actions of said Canine as a result of or following the date of this Agreement.

5. This Agreement shall be governed by the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida. By entering into this Agreement, the parties expressly waive any right either party may have to a trial by jury of any civil litigation, or any claim related to this Agreement.

6. Employee, by signing below, affirms that he has read and understands this Agreement and that he has been given the opportunity to have the attorney of his choice review this Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Katerri Johnson, City Clerk

BY: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

EMPLOYEE

BY: \_\_\_\_\_  
Andrew Mintus, Police Officer

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of person acknowledged).

Personally known \_\_\_\_ OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida