

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as of September __, 2015, by and between the City of Everett, a municipal corporation (the "City") and Matthew Mekelburg ("Mekelburg").

BACKGROUND

- A. The Everett Police Department owns a German Shepherd dog known as K-9 Officer Kira.
- B. The Everett Police Department wants to retire Kira.
- C. Mekelburg is an Everett Police Officer. Mekelburg wants to buy Kira.

AGREEMENT

The City and Mekelburg agree as follows:

1. Purchase. The City agrees to sell Kira for \$10.00. Mekelburg agrees to buy Kira for \$10.00. The date on which Mekelburg takes possession of Mekelburg is referred as the "**Purchase Date**" in this Agreement.
2. As-Is. After Purchase Date, Kira is no longer a K-9 Officer and Mekelburg assumes all responsibility for the condition and care of Kira. The City makes no promises concerning the physical or mental health of Kira. Mekelburg's purchase of Kira is strictly "as is".
3. K-9 Training and Handling. Mekelburg understands that Kira has received training in police canine procedures and tactics. For example, this training includes attack training and other forms of aggressive conduct. Mekelburg warrants that he is fully aware of Kira's training and history. Mekelburg warrants that he is fully capable of safely handling Kira.
4. Waiver. Mekelburg waives, releases and forever discharges the City of Everett and its officers, employees, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Mekelburg now has or that may subsequently accrue to Mekelburg, arising from or relating to Kira. As one example, this includes waiver, release, and discharge from any personal injury claim by Mekelburg or Mekelburg's family arising from or relating to any action by Kira.

5. Indemnity. Mekelburg will indemnify the City of Everett and its officers, employees, and agents from all losses (including reasonable attorney's fees and costs), liabilities and claims arising from or relating to any action of Kira after the Purchase Date. As one example, this requires Mekelburg to indemnify the City of Everett from any claim that arises from any personal injury caused by Kira after the Purchase Date.

6. General Provisions.

A. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

B. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

C. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

D. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the Mayor of the City and Mekelburg.

E. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

F. Attorneys Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorneys fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

G. Opportunity for Counsel Review. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

Executed by the City and Mekelburg as of the date first above written.

CITY OF EVERETT

MEKELBURG

RAY STEPHANSON, MAYOR



MATTHEW MEKELBURG

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

CITY ATTORNEY