

CITY OF COSTA MESA
POLICE DEPARTMENT

PURCHASE AGREEMENT

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

1. The 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. The Officer was, in conjunction with his assignment as a K-9 Handler, given the care, custody, and control of a police dog named "Bodi" ("Dog").
3. The dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
4. The sale or transfer of the Dog to a person other than the Officer could generate potential City liability due to the nature of a police working dog, and its bond with the Officer.
5. The age and health of the Dog preclude any further service with the City.
6. The Officer has been the Dog's handler since the purchase of the Dog by the City in 2019. Therefore, the City intends to sell the Dog to the Officer subject to the conditions specified in this agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City hereby sells the Dog to the Officer for \$1.00, payable when this contract is executed. The Officer shall be the owner of the Dog upon execution of this contract and the payment of \$1.00.
2. The Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any other expenses resulting from or arising from the Officer's ownership of the Dog.
3. The City will have no further responsibility or liability for the Dog or the Dog's care, with the exception of the following:
 - a. Any unpaid veterinary expenses incurred by Dog up to the date of retirement (January 27, 2024) shall be the responsibility of the City. These veterinary expenses shall include any unpaid balance currently being considered by the City, expenses not covered by the Dog's insurance carrier, and any other expenses known or unknown at the time of retirement.

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

George Maridakis **Date**
Officer

Ronald A. Lawrence **Date**
Chief of Police

Kim Barlow **Date**
City Attorney

Brenda Green **Date**
City Clerk