

## **VILLAGE OF TEQUESTA**

### **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 OFFICER "BOSS" FROM THE VILLAGE OF TEQUESTA TO CORPORAL MICHAEL VALERIO**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 OFFICER "BOSS" FROM THE VILLAGE OF TEQUESTA TO CORPORAL MICHAEL VALERIO, hereinafter the "Agreement", is entered into and effective this \_\_\_\_ day of November 2017, by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter "the Village"; and CORPORAL MICHAEL ANTHONY VALERIO, an individual and a Corporal with the Village of Tequesta Police Department, whose address is 1014 Sanctuary Cove Drive, West Palm Beach, Florida 33410, hereinafter "Valerio"; and who are collectively referred to herein as "the Parties".

### **WITNESSETH**

The Parties, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, hereby agree as follows:

1. **TRANSFER OF OWNERSHIP:** The Village Council has previously taken action by the adoption of Resolution 55-17 (attached hereto as Exhibit "A") to declare the Village's police K-9 Officer "Boss" as surplus property and to authorize the Village Manager to proceed accordingly. As such, the Village hereby transfers ownership of K-9 Officer "Boss" to Valerio as of the effective date of this Agreement. Likewise, Valerio hereby accepts ownership of K-9 Officer "Boss" as of the effective date of this Agreement.
2. **RESPONSIBILITY FOR CARE:** Valerio accepts full responsibility for all daily care as well as long term care for K-9 Officer "Boss." This shall include, but not be limited to: bathing, grooming, exercise, feeding, veterinary care, medications and kennel maintenance, all as needed, as well as future arrangements for euthanization, funeral and burial; and including all expense and cost associated with all of the above responsibilities.

3. **HOLD HARMLESS AND INDEMNIFICATION:** Valerio hereby agrees to and in fact does release, waive, and discharge the Village, including the Village's officers, employees and agents; and covenant not to take any action in law or equity against the Village, including the Village's officers, employees and agents, regarding any and all known and unknown issues, medical or otherwise, related directly or indirectly to the condition of K-9 Officer "Boss." Further, Valerio hereby agrees to and in fact does indemnify and hold harmless the Village, including the Village's officers, employees and agents, from any and all liability for any loss or damage to property, and for any personal injury or death, and for any claims for same which may be made by Valerio or by any third party, that may arise directly or indirectly out of Valerio's ownership of K-9 Officer "Boss" or that may arise directly or indirectly from the actions of K-9 Officer "Boss" or that may arise directly or indirectly from the intentional or negligent actions of Valerio related to his ownership and care of K-9 Officer "Boss." Valerio hereby agrees to and in fact does assume full responsibility for any risk of bodily injury, death or property damage to himself and his property, due to the actions of K-9 Officer "Boss" and/or the intentional or negligent actions of Valerio related to his ownership and care of K-9 Officer "Boss." It is agreed and understood by the parties that upon the effective date of this Agreement, the Village shall have no further responsibility whatsoever related to the care or the actions of K-9 Officer "Boss" and that all responsibility therefor which the Village may have previously had shall be solely that of Valerio.
4. **TERM; TERMINATION:** This Agreement shall remain in full force and effect for the entire remaining lifespan of K-9 Officer "Boss" and until the death and interment of K-9 Officer "Boss." Upon the death and interment of K-9 Officer "Boss," this Agreement shall automatically terminate. The Parties further agree that this Agreement shall remain in full force and effect until the death and interment of K-9 Officer "Boss" even if Valerio subsequently transfers ownership of K-9 Officer "Boss" to a third party while K-9 Officer "Boss" is still alive. The Parties further agree that this Agreement shall not be subject to any form of early termination.
5. **BINDING AGREEMENT:** This Agreement shall be deemed to constitute a contract made and entered into under the laws of the State of Florida, and not a mere recital. This

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Agreement shall not be filed with a court unless it is necessary to enforce any term or condition of this Agreement.

6. **AMENDMENTS & ASSIGNMENTS:** This Agreement, and all Exhibits attached hereto, constitutes the entire agreement and understanding between the Parties; no modifications shall be made to this Agreement unless in writing, agreed to by the Parties, and attached hereto as an addendum to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the date and year first above written.

WITNESSES:

**MICHAEL ANTHONY VALERIO**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Michael Anthony Valerio, Individually**

ATTEST:

**VILLAGE OF TEQUESTA**

\_\_\_\_\_  
Lori McWilliams, MMC  
Village Clerk

\_\_\_\_\_  
**Michael Couzzo, Village Manager**

(Seal)