

PURCHASE AGREEMENT

This Agreement is entered into by and between the City of Parma (hereinafter "Seller") by its Director of Public Safety and Parma Police Officer Daniel Toporowych (hereinafter "Buyer").

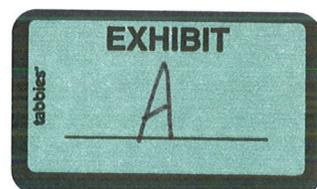
WHEREAS, Seller owns Police K-9 dog Felix (hereinafter "dog") and the dog has been assigned to Officer Toporowych since its acquisition by the Parma Police Department; and,

WHEREAS, Seller states that Buyer has been on an extended work injury furlough and the cost of retraining for dog for reassignment exceeds the expected value of the remaining service period for the dog; and,

WHEREAS, Seller and Buyer have agreed that Buyer will pay the prescribed purchase price for a retired police dog as established in the Ohio Revised Code section 9.62(B); and,

WHEREAS, Buyer will make a donation to the Parma Police Department in the amount of \$3,499.00 to be held by the Department for use in the training of a replacement police dog; and,

WHEREAS, after completion of the bargained exchange, Buyer will be solely responsible for the care of dog without further compensation or assistance from Seller; and,



WHEREAS, Seller and Buyer acknowledge that this sales agreement is contingent on the approval of the Council of the City of Parma and that the approval was provided in Ordinance No.78-16;

NOW, THEREFORE, in exchange for the mutual covenants and promises heretofore made, the parties agree as follows:

The City of Parma (Seller) and Parma Police Officer Toporowych (Buyer) hereby agree to the sale and purchase of dog for the amount of one dollar (\$1.00).

Buyer agrees that Seller shall have no further responsibility for the care of dog and that Buyer fully contemplates and accepts sold responsibility for the ongoing care and maintenance of dog and holds Seller harmless for any current or future conditions and costs associated with dog.

OFFICER DANIEL TOPOROWYCH
[Buyer]

CITY OF PARMA [Seller]

By: _____
For the City of Parma

Date: _____

Date: _____