

STATE OF TEXAS §
 §
COUNTY OF NUECES §

AGREEMENT FOR THE TRANSFER OF A LAW ENFORCEMENT ANIMAL

WHEREAS, Nueces County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy Ryan Walling, Transferee, upon and for the mutual consideration stated herein:

1. Bak, ID# 62839, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.
2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.
3. Transferee shall comply with state and local laws applicable to keeping animals.
4. Transferee shall notify County if no longer able to humanely care for the animal. Transferee shall return the animal to County upon the inability to care for the animal.
5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. In consideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Nueces County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training.

Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Nueces County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

NUECES COUNTY:
Nueces County Judge
901 Leopard, Room 303
Corpus Christi, Texas 78401

Transferee:
Deputy Ryan Walling
4913 French Street
Corpus Christi, Texas 78411

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.

Executed in duplicate originals, this the 18th day of December, 2019 by:

Nueces County

Transferee

By: _____
Barbara Canales
Nueces County Judge

Deputy Ryan Walling

ATTEST:

KARA SANDS, County Clerk

AGREED:

Sheriff J.C. Hooper, County Sheriff

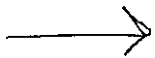
Sec. 614.192. INSURANCE COVERAGE REQUIRED. (a) Each volunteer police force member must be insured or covered by the applicable state agency or political subdivision against any injury suffered by the police force member in the course and scope of performing the person's assigned duties at the request of or under a contract with a state agency or political subdivision.

(b) The applicable state agency or political subdivision may satisfy the requirements of Subsection (a) by:

- (1) providing insurance coverage; or
- (2) entering into an interlocal agreement with another political subdivision providing for self-insurance.

Added by Acts 2007, 80th Leg., R.S., Ch. 1248 (H.B. 2667), Sec. 2, eff. September 1, 2007.

Renumbered from Government Code, Section 614.122 by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 27.001(42), eff. September 1, 2009.



SUBCHAPTER L. RETIREMENT OF LAW ENFORCEMENT ANIMAL

Sec. 614.211. DEFINITIONS. In this subchapter:

(1) "Head of a law enforcement agency" means the highest-ranking peace officer in a law enforcement agency, including the director, sheriff, constable, or police chief, as applicable.

(2) "Law enforcement agency" means an office, department, or other division of this state or a political subdivision of this state, including a county, municipality, school district, or hospital district, that is authorized by law to employ peace officers.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.212. SUITABILITY AND ELIGIBILITY OF ANIMAL. (a) The governing body of a state agency or political subdivision may enter into a contract with a person for the transfer of a law enforcement dog, horse, or other animal that has been determined by the applicable head of a law enforcement agency or that person's designee to be:

(1) suitable for transfer, after consulting with the animal's veterinarian, handlers, and other caretakers; and

(2) surplus to the needs of the state agency or political subdivision because the animal is:

(A) at the end of the animal's working life; or

(B) subject to circumstances that justify making the animal available for transfer before the end of the animal's working life, including:

(i) the death of the animal's handler in the line of duty or as a result of injuries sustained in the line of duty; or

(ii) the medical retirement of the animal's handler as a result of injuries sustained in the line of duty.

(b) The head of a state law enforcement agency may execute a contract under this subchapter on behalf of the state agency.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.213. TRANSFEREE. (a) A law enforcement animal determined to be suitable and eligible for transfer under Section 614.212 may be transferred only to a person who is:

(1) capable of humanely caring for the animal; and

(2) selected by the applicable head of a law enforcement agency or that person's designee in the following order of priority, as applicable:

(A) the animal's former handler who medically retired as a result of injuries sustained in the line of duty;

(B) the parent, child, spouse, or sibling of the animal's former handler if the handler was killed in the line of duty or died from injuries sustained in the line of duty;

(C) a former handler not described by Paragraph (A);

(D) a peace officer, county jailer, or telecommunicator other than the animal's handler; or

(E) another person.

(b) If more than one person in a category of authorized transferees under Subsection (a)(2) requests to receive the animal, the applicable head of a law enforcement agency or that person's designee shall determine which of the potential transferees would

best serve the best interest of the animal and the applicable state agency or political subdivision.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.214. CONTRACT. A contract for a transfer under this subchapter:

- (1) may provide for the transfer without charge to the transferee;
- (2) must require the transferee to:
 - (A) humanely care for the animal, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for the animal's health;
 - (B) comply with all state and local laws applicable to keeping domestic animals; and
 - (C) notify the applicable state agency or political subdivision if the transferee is no longer able to humanely care for the animal; and
- (3) must require the applicable state agency or political subdivision to take possession of the animal on:
 - (A) receipt of the notice under Subdivision (2)(C); or
 - (B) a finding by the governing body of the state agency or political subdivision that the transferee is no longer able to humanely care for the animal.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.215. LIABILITY. A state agency or political subdivision that transfers an animal under this subchapter:

- (1) is not liable in a civil action for any damages arising from the transfer, including damages arising from the animal's law enforcement training; and
- (2) is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of transfer, regardless of whether the applicable law enforcement

agency, state agency, or political subdivision was aware of the condition.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.216. EFFECT OF SUBCHAPTER. This subchapter does not:

- (1) require an animal to be transferred under this subchapter;
- (2) affect a state agency's or political subdivision's authority to care for retired law enforcement animals; or
- (3) waive sovereign or governmental immunity to suit and from liability of the state agency or political subdivision transferring an animal.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.217. EFFECT OF SURPLUS OR SALVAGE LAW. Subchapter D, Chapter 2175, of this code, Subchapter D, Chapter 263, Local Government Code, and other similar laws regarding the disposition of surplus or salvage property do not apply to the transfer of a law enforcement animal under this subchapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.