

## **AGREEMENT FOR TRANSFER OF OWNERSHIP OF CANINE**

**THIS AGREEMENT** made and entered into on this 16th day of July 2024, by and between the City of Killeen, a municipal corporation, under the laws of the State of Texas, hereinafter referred to as the “City”, and Christopher Ache, an individual.

**WHEREAS**, the Killeen Police Department has one police service dog (PSD Edy) known as Officer “Edy”,

**WHEREAS**, the City desires to retire PSD Edy from active service with the Killeen Police Department K-9 Unit;

**WHEREAS**, Peace Officer, Christopher Ache, is a member of the Killeen Police Department and is assigned to the K-9 Unit as a K-9 Handler. Christopher Ache in conjunction with his assignment as a K-9 Handler, was given care, custody, and control of the PSD Edy, which included training and providing medical care on and off duty and while at work and at home. PSD Edy has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by Officer Christopher Ache;

**WHEREAS**, Christopher Ache desires and has requested that the Killeen Police Department transfer ownership and complete responsibility for said retired PSD Edy’s care, including but not limited to, food, veterinary attention, lodging, maintenance, supervision, and any and all financial costs associated with the care and maintenance of PSD Edy;

**WHEREAS**, should euthanasia become necessary due to the dog’s deteriorating condition, the decision to euthanize the dog, is at the sole, absolute, and unreviewable discretion of Christopher Ache, and is the financial responsibility of Christopher Ache;

**WHEREAS**, the City and Christopher Ache agree that it is in the best interest of the parties and PSD Edy that this agreement shall be made, which provides for the transfer of PSD Edy’s ownership, the responsibility of care, and supervision from the City of Killeen to Christopher Ache.

**NOW, THEREFORE**, it is the City’s intention to transfer sole ownership, custody, and responsibility of PSD Edy to Christopher Ache, on 16<sup>th</sup> day of July 2024. Christopher Ache will accept sole ownership and responsibility of PSD Edy, and the parties do mutually agree subject to the conditions specified in this agreement as follows:

1. **Transfer of Rights.** The City agrees to assign, convey, and transfer all rights, title and interest in the police canine dog known as PSD Edy to Christopher Ache.

2. **Care of Canine.** Christopher Ache agrees to humanely care for the PSD Edy, including providing food, shelter, and regular and appropriate veterinary care, including any medication, to properly provide for the PSD Edy's health.

Further, Christopher Ache will comply with all state and local laws applicable to keeping domestic animals; and notify the City if Christopher Ache is personally no longer able to humanely care for PSD Edy.

The City agrees, that upon notice that Christopher Ache can no longer personally humanely care for PSD Edy, or if the City finds that Christopher Ache can no longer personally humanely care for PSD Edy, the City will take possession of PSD Edy from Christopher Ache.

3. **Acknowledgment of Training and Release of Liability.** In accepting transfer from the City of PSD Edy, Christopher Ache recognizes that said animal has received training in police procedures and tactics, that training is specialized and could result in liability from the actions of PSD Edy. By acceptance of this animal, Christopher Ache, for and in consideration of the transfer to him of PSD Edy, agrees to take sole responsibility for any actions that PSD Edy might take which could result in any liability to any person.

Christopher Ache further agrees to waive all claims of liability insofar as the City, the Killeen Police Department, its officers, employees, and agents are concerned that might arise as a result of his use and/or possession of said animal.

It is further understood by Christopher Ache that, in consideration of this transfer, the City makes no representations concerning the health of the animal, which is transferred "as is" and Christopher Ache assumes all responsibility and obligation for the condition, care and acts of said animal.

4. **Indemnification.** Christopher Ache agrees to assume any and all risks from the date first written above. Christopher Ache further agrees to release, indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, whether such liability is in negligence or gross negligence, injuries, loss, damage, expense, actions and claims, including costs and reasonable or actual attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the City against liability for any activities of said canine prior to said transfer date.

5. **Governmental Immunity**. The City does not waive government immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as sovereigns pursuant to Texas state law and any other laws.
6. **Applicable law/venue**. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas. The Courts of the State of Texas shall have jurisdiction over this Agreement and the parties, and the venue shall be in Bell County, Texas.
7. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 16th day of July 2024.

CITY OF KILLEEN

CHRISTOPHER ACHE

By: \_\_\_\_\_  
Kent Cagle  
City Manager

By: \_\_\_\_\_  
Christopher Ache

Attest:

By: \_\_\_\_\_  
Laura Calcote  
City Secretary