

AGREEMENT FOR TRANSFER OF OWNERSHIP OF CANINE

THIS AGREEMENT made and entered into on this _____ day of July, 2021, 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 Scott Gillman.

WHEREAS, the Killeen Police Department has one police service dog (PSD) known as Officer "Jaxx", and

WHEREAS the City desires to retire the PSD Jaxx from active service with the Killeen Police Department K-9 Unit; and

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

WHEREAS, Scott Gillman desires and has requested that the Killeen Police Department transfer ownership and complete responsibility for said retired PSD Jaxx's care, food, veterinary attention, lodging, maintenance, and supervision. At the end of Jaxx's service life, the Police Chief approved the City's continued support of proper food, supplies, and medical care from a designated veterinarian, or when necessary, emergency veterinarian services through the police department's K-9 Unit purchasing process; and

WHEREAS, in recognition of PSD Jaxx's years of service to the City, should euthanasia become necessary due to the dog's deteriorating condition, the City shall reimburse normal and necessary costs for such euthanasia through the police department's K-9 Unit process. The decision to euthanize dog is the responsibility of Scott Gillman; and

WHEREAS, the City and Scott Gillman agree that it is in the best interest of the parties and PSD Jaxx that this agreement shall be made, which provides for the transfer of PSD Jaxx's ownership, the responsibility of care, and supervision from the City of Killeen to Scott Gillman.

NOW, THEREFORE, it is the City of Killeen's intention to transfer sole ownership, custody, and responsibility of PSD Jaxx to Scott Gillman, on _____, 2021. Scott Gillman will accept sole ownership of PSD Jaxx, and the parties do mutually agree subject to the conditions specified in this agreement as follows:

1. The City agrees to assign, convey and transfer all rights, title and interest in the dog known as PSD Jaxx to Scott Gillman.

2. **Acknowledgment of Training and Release of Liability.** In accepting transfer from the City of the police service dog known as Jaxx, Scott Gillman recognizes that said animal has received training in police procedures and tactics and by acceptance of this animal, Scott Gillman, for and in consideration of the transfer to her of PSD Jaxx, agrees to hold harmless the City of Killeen, the Killeen Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training.

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

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

3. **Indemnification.** Scott Gillman agrees to assume any and all risks from the date first written above and Scott Gillman further agrees to release, indemnify and promises to defend and hold harmless the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable 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.
4. **Governmental Immunity.** The City does not waive government immunity by entering into this Contract and specifically retains immunity and all defenses available to them as sovereigns pursuant to Texas state law and any other laws.
5. **Applicable law/venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Texas. The Courts of the State of Texas shall have jurisdiction over this Contract and the parties, and the venue shall be in Bell County, Texas.
6. **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 13 day of July,
2021

CITY OF KILLEEN

SCOTT GILLMAN

By: _____
Kent Cagle
City Manager

By: _____
Scott Gillman

Attest:

By: _____
Lucy C. Aldrich
City Secretary