

TOWN OF LITTLE ELM CANINE OWNERSHIP TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of December, 2023, by and between the TOWN OF LITTLE ELM (the "Town"), acting on behalf of the LITTLE ELM POLICE DEPARTMENT ("LEPD") (collectively "Town") and Eric Thomas, an Officer and Canine Handler for the LEPD (hereinafter "Handler").

RECITALS

- A. Canine Otto has been with the LEPD since 2020. Otto has served the citizens of the Town of Little Elm for three (3) years.
- B. Following his years of dedicated service, the LEPD, in conjunction with consultation of Otto's handler, have made the determination that Otto is surplus to the needs of LEPD and to retire Otto from service as a law enforcement canine due to his age.
- C. Handler desires to assume ownership and take possession of Otto and formerly served as the handler for Otto.
- D. Handler wishes to maintain ownership of Otto and the Town wishes to divest itself of both ownership and vicarious or direct liability for Otto.

COVENANTS AND AGREEMENTS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, promises and undertakings set forth herein, the signatories to this Agreement voluntarily agree as follows:

1. The Town does hereby agree to relinquish all right, title and ownership interest in LEPD Canine Otto whatsoever, effective upon Handler's execution and return of this Agreement to the Town.
2. Handler does hereby agree to assume ownership of Otto "as is", and to assume any and all risks, including but not limited to, risk of injury or death to third persons, and to hold the Town and its elected officials, employees, agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of Otto is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being December 31, 2023.
3. Handler further agrees to assume all liability for risks and dangers relating to his ownership of Otto on or after the aforementioned date, and to indemnify and hold the Town harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the actions or conduct of the subject police dog on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the new owner's assumption of ownership on the date identified herein.

4. Handler agrees to humanely care for Otto, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for Otto's health.
5. Handler agrees to comply with all state and local laws applicable to keeping domestic animals.
6. Handler agrees to notify the Town in the event Handler is no longer able to humanely care for Otto. Upon receipt of notice or a finding that Handler is no longer able to humanely care for Otto, Otto shall revert to the possession of the Town.
7. Handler acknowledges that he has read and understood the foregoing Agreement and understands that it is contractual in nature and understands and agrees to each of its provisions.

NEW OWNER

LITTLE ELM POLICE DEPARTMENT

Eric Thomas, Handler

Rodney Harrison, Chief of Police

TOWN OF LITTLE ELM

Matt Mueller, Town Manager