

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AGREEMENT FOR THE
TRANSFER OF A
LAW ENFORCEMENT ANIMAL
(EKTER)**

THIS AGREEMENT FOR THE TRANSFER OF A LAW ENFORCEMENT ANIMAL (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Deputy Mark Bell for the purposes of transferring the possession, ownership, and care of law enforcement animal Ekter (Canine # 13934-K9 03).

WHEREAS, the County has determined that law enforcement animal Ekter has reached the end of his working law enforcement life; and

WHEREAS, the County desires to retire law enforcement animal Ekter to the care of his handler; and

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

WHEREAS, the County has determined that law enforcement animal Ekter is surplus to the needs of the Williamson County Sheriff's Office and the County; and

WHEREAS, Subchapter L, Chapter 614 of the Texas Government Code provides that a governing body of a political subdivision may enter into a contract with a person for the transfer of a law enforcement animal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Ekter (Canine # 13934-K9 03), a law enforcement animal, is retired from law enforcement services and transferred from the County's care to the care of Deputy Mark Bell ("Transferee").
2. Transferee hereby agrees to the following:
 - a. take sole responsibility to humanely care for the law enforcement animal, including providing food, shelter, regular and appropriate veterinary care, including medication, to properly provide for the animal's health;
 - b. accept the law enforcement animal in its present condition with or without knowledge of any potential medical concerns;
 - c. comply with state and local laws applicable to keeping animals; and

- d. notify County if Transferee is no longer able to humanely care of the law enforcement animal and return the animal to the County;
3. County shall take possession of the law enforcement animal on receipt of the notice under section 2.d. and/or a finding by County that Transferee is no longer able to humanely care for the law enforcement animal.
4. After the transfer, County shall not be liable for any veterinary expenses, nor shall County compensate or provide funds for the care of the law enforcement animal. Further, County assumes no liability for damages to the property, personal injuries, disabilities, or death of Transferee, or to any other person, arising from or incident to the transfer of the law enforcement animal.
5. IN CONSIDERATION OF THE RECEIPT OF A LAW ENFORCEMENT ANIMAL AT NO COST, RECEIPT OF WHICH IS ACKNOWLEDGED, TRANSFEEE RELEASES, ACQUITS, AND FOREVER DISCHARGES COUNTY AND ITS AGENTS, SERVANTS, SUBSIDIARIES, AFFILIATES, INSURERS, SUCCESSORS, LEGAL REPRESENTATIVES, ATTORNEY, EMPLOYEES, DIRECTORS, MEMBERS, OFFICERS, WILLIAMSON 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 TRANSFEEE, 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 TRANSFEEE, INCLUDING DAMAGES ARISING FROM THE LAW ENFORCEMENT ANIMAL'S TRAINING. TRANSFEEE 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 TRANSFEEE, INCLUDING CLAIMS FOR CONTRIBUTION OR INDEMNITY, AND THE REASONABLE AND

NECESSARY COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN DEFENSE OF ANY SUCH CLAIM.

6. This Agreement does not waive sovereign or governmental immunity to suit and from liability of the County.
7. This Agreement shall take effect upon the date of the last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the law enforcement animal.
8. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
9. **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 Williamson County, Texas.
10. **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.
11. **NOTIFICATION.** 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:
 - a. If to Williamson County:
Name: Williamson County Judge
Address: 710 Main
Georgetown, TX 78626
 - b. If to Transferee:
Name: Deputy Mark Bell
Address: [REDACTED]
[REDACTED]
12. 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.

SIGNATURES TO FOLLOW

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____
County Judge/Presiding Officer

Date: _____

TRANSFeree

By: MB #113834
Deputy/Individual

Date: 7-17-24

RECOMMENDED AND APPROVED:

By: Michael T. Mason
County Sheriff

Date: 07/17/2024