



City of Fair Oaks Ranch Police Department

7286 Dietz Elkhorn Road
Fair Oaks Ranch, Texas 78015

Phone: (210) 698-0990 Fax: (210) 698-1647
Non-Emergency/Dispatch: (830) 249-8645

May 01, 2025

To:

Ref:

Agreement for the Transfer of Law Enforcement Animal

Whereas, the City of Fair Oaks Ranch, Texas, hereinafter referred to as "City," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal in accordance with Chapter 614 of the Texas Government Code; and

Whereas, the City 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; and

Now, Therefore, This Agreement is hereby made and entered into by the City of Fair Oaks Ranch and Fair Oaks Ranch Police Officer David Magness, hereinafter "transferee," upon and for the mutual consideration stated herein:

1. K-9 Buddy, hereinafter "Buddy," a law enforcement animal, is retired from law enforcement service and transferred from the City's care to the care of the 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. City 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. City has confirmed with the animal's veterinarian the animal is suitable for transfer, however City 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 City if no longer able to humanely care for the animal. Transferee shall return the animal to the City upon the inability to care for the animal.
5. City shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon City'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 City shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Transferee agrees that at no time shall Buddy be utilized under any capacity, in any role, as a police dog, for any law enforcement or voluntary agency, or for any purpose other than as a personal pet from the date of this agreement. Transferee further agrees that Buddy will not be utilized for tracking of persons, narcotics detection of any kind, criminal apprehension, or any other role or task Buddy has been trained to perform during his official capacity as a Fair Oaks Ranch Police canine.

8. Transferee agrees to allow the Fair Oaks Ranch Police Department to utilize Buddy's likeness and work history, including any special awards while Buddy was active duty for the Fair Oaks Ranch Police Department, in any manner specified by the Fair Oaks Ranch Police Department or its agents, to promote or provide history of the Canine Unit of the Fair Oaks Ranch Police Department.

9. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges the City and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, City Judge and Council Members, and any parent, successor or predecessor, governmental agency or elected, appointed persons, firms, organizations or governmental entities in privity with the City, whether or not names 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, their 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 animals training. Transferee further agrees to indemnify, defend, and hold harmless City 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 the defense of any such claim. City 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. City is not liable for the 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 City was aware of the condition.

10. 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.

11. 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.

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

13. **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 Bexar County, Texas.

14. **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 the Agreement, which shall remain in full force and effect.

15. **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:

City of Fair Oaks Ranch
ATTN: City Manager
7286 Dietz Elkhorn Road
Fair Oaks Ranch, TX 78015

Transferee
ATTN: David Magness

AGREED AND APPROVED:
City of Fair Oaks Ranch

Scott M. Huizenga, City Manager

Date: _____

Transferee:

David Magness

Date: _____

RECOMMENDED AND APPROVED:

Todd Smith, Chief of Police

Date: _____