

**CITY OF LEWISVILLE, TEXAS
AGREEMENT FOR
THE TRANSFER OF A LAW ENFORCEMENT ANIMAL**

WHEREAS, the City of Lewisville, Texas (the “City”) wishes to retire law enforcement animals to the care of their handler or other persons familiar to the animal; and

WHEREAS, Chapter 614 of the Texas Government Code authorizes a political subdivision to enter into a contract for the transfer without charge of certain law enforcement animals to certain individuals who are capable of humanely caring for the animal; and

WHEREAS, the City wishes to transfer ownership of Cziko (the “Animal”) to Shane Menz, the Animal’s former handler (the “Transferee”); and

WHEREAS, Chief Kevin Deaver of the Lewisville Police Department has determined that the Animal is surplus to the needs of the City because the Animal is at the end of the Animal’s working life, and, after consulting with the Animal’s veterinarian, handlers, and other caretakers, that the Animal is suitable for transfer; and

WHEREAS, the City finds that the Transferee is capable of humanely caring for the Animal and was selected by Chief Deaver as the Transferee due to his experience as the Animal’s former handler.

NOW, THEREFORE, this agreement (the “Agreement”) is hereby made and entered into between the City and the Transferee, as follows:

1. All of the above premises are found to be true and correct legislative and factual findings of the City Council of the City of Lewisville, and they are hereby approved, ratified and incorporated into the body of this Agreement as if copied in their entirety.
2. The Animal is hereby retired from law enforcement service and transferred from the City’s care and ownership to the care and ownership of Transferee without charge to the Transferee.

3. Transferee shall:

- A. humanely care for the Animal, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for the Animal's health;
- B. comply with all state and local laws applicable to keeping domestic animals; and
- C. notify the City if Transferee is no longer able to humanely care for the Animal.

4. This Agreement shall terminate and the City shall take possession of the Animal upon:

- A. receipt of notice from Transferee that Transferee is no longer able to humanely care for the Animal; or
- B. upon a finding by the City Council that the Transferee is no longer able to humanely care for the Animal.

5. Transferee accepts the Animal in its present condition with or without any knowledge of any potential medical concerns. The Animal has been determined to be suitable for transfer, but the City makes no representation as to the health of the Animal.

6. Transferee understands and agrees that, pursuant to Texas Government Code Section 614.215, the City shall not be liable in a civil action for any damages arising from the transfer of the Animal, including damages arising from the Animal's law enforcement training, and that the City is not liable for veterinary expenses of the Animal, including expenses associated with care for a condition of the Animal that existed before or at the time of transfer, regardless of whether the City was aware of the condition.

7. Transferee understands and agrees that the City has not waived its governmental immunity by entering into and performing its obligations under this Agreement.

8. **IN CONSIDERATION FOR THE TRANSFER OF THE ANIMAL TO THE TRANSFEE AT NO COST, TRANSFEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED**

BY THE CITY'S TRANSFER OF THE ANIMAL TO THE TRANSFEREE OR BY ANY NEGLIGENCE OR STRICTLY LIABLE ACT OR OMISSION, OR INTENTIONAL TORT COMMITTED BY TRANSFEREE IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

9. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Transferee, to: Shane Menz
4512 Saddleridge
The Colony, TX 75056

If to City, to: City of Lewisville
Attn: Chief of Police
P.O. Box 299002
Lewisville, TX 75029

10. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

11. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. This Agreement contains the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

13. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures as of the date listed below.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council

TRANSFeree

By: _____
Donna Barron
City Manager

By: _____
Shane Menz
Retired Police Officer

Date: _____

Date: _____

ATTEST:

By: _____
Julie Worster
City Secretary

APPROVED AS TO FORM:

By: _____
Lizbeth Plaster
City Attorney