

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR THE TRANSFER OF
A LAW ENFORCEMENT ANIMAL**

WHEREAS, Fort Bend County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County 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 its 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 County and **Benjamin Pirsch**, herein after "Transferee", upon and for the mutual consideration stated herein:

1. **Blitz**, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of 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. County 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. County has confirmed with the animal's veterinarian the animal is suitable for transfer; however, County 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 County if no longer able to humanely care for the animal. Transferee shall return the animal to County upon the inability to care for the animal.
5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County'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 County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.
7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Fort Bend 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 Transferee, 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 Transferee, including damages arising from the law enforcement animal's training. Transferee 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 Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim. County 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. County is not liable for 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 County was aware of the condition.
8. 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.
9. 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.
10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
11. **APPLICABLE LAW.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort

Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

12. **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.

13. **NOTIFICATION**. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

FORT BEND COUNTY:
Fort Bend County Judge
301 Jackson Street
Richmond, Texas 77469

Transferee:
Benjamin Pirsch
27222 Fulshear Bend Dr #3319
Fulshear, Texas 77441

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FORT BEND COUNTY

KP George

County Judge KP George

**KP George,
Fort Bend County Judge**

11-9-2021

Date

TRANSFeree

BB

Transferee Signature

Benjamin Fesch

Transferee - Printed Name

9/6/21

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

AGREED:

Eric Fagan

Sheriff Eric Fagan, County Sheriff