

ARAPAHOE COUNTY CANINE TRANSFER AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO, acting on behalf of the ARAPAHOE COUNTY SHERIFF'S OFFICE ("ACSO," and collectively, the "County) and Tyler Fechner, a deputy sheriff and canine handler for the ACSO ("Handler"). The County and Handler are each a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, Canine "Atlas" ("Subject Canine") has been with the ACSO since 2020 and has served the citizens of Arapahoe County for over four years; and

WHEREAS, following numerous years of dedicated service, the ACSO has made the determination to retire the Subject Canine from service as a law enforcement canine due to the dog's age and/or health; and

WHEREAS, the County desires to divest itself of ownership of and liability for the Subject Canine; and

WHEREAS, Handler desires to take possession and assume and maintain ownership of the Subject Canine, having previously served as the handler for the Subject Canine.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, promises, and undertakings set forth herein, the Parties agree as follows:

1. Purchase. The County agrees to sell the Subject Canine to Handler for the sum of one and no/100ths dollars (\$1.00). Handler shall take possession of the Subject Canine on October 1, 2024 ("Effective Date"). As of the Effective Date, the County forever relinquishes its right, title and interest in the Subject Canine.

2. Handler Assumption of Interest. On and after the Effective Date, Handler agrees to assume ownership and all responsibility for the condition and care of the Subject Canine and to assume any and all risks associated with ownership of the Subject Canine, including but not limited to risk of injury or death to Handler and third persons. The County makes no promises concerning the Subject Canine's physical or mental health, and Handler's purchase of the Subject Canine is "as is."

3. Acknowledgement of Use and Training. Handler expressly acknowledges that the Subject Canine has received training in police canine procedures and tactics, which training may include, but is not limited to, criminal apprehension training and other forms of potentially aggressive conduct. Handler represents and warrants that he is fully aware of the Subject Canine's training and history and acknowledges this training cannot be un-taught or removed from the Subject Canine. Handler further represents and warrants that he is fully capable of safely handling the Subject Canine.

4. Limitation on Future Use. Handler acknowledges that ACSO has determined the Subject Canine should be retired from further use as a law enforcement working animal. Handler represents and warrants that he will not use or permit the use of the Subject Canine as a working animal, for law enforcement purposes or otherwise, at any time on or after the Effective Date.

5. Limitation on Future Transfer. Handler shall not sell or transfer ownership of the Subject Canine for at least eighteen (18) months after the Effective Date; provided, however, that should Handler determine at anytime within the eighteen (18) months after the Effective Date that he can no longer care for the Subject Canine, ownership of the Subject Canine shall revert to the County upon written acceptance of such reversion by the County.

6. Release. Handler releases, waives and forever discharges the County, its elected officials, directors, employees, agents and volunteers from any and all liabilities, demands, causes of action and/or claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Handler has now or that may subsequently accrue to Handler arising out of or relating to the Subject Canine.

7. Indemnity. Handler agrees to defend, indemnify and hold harmless the County, its elected officials, directors, employees, agents and volunteers from and against and all liability, claims, demands, damages, injuries, losses, administrative proceedings or other responsibilities whatsoever, including but not limited to reasonable attorney's fees and costs, arising out of or relating to the Subject Canine on and after the Effective Date.

8. Handler Opportunity to Review. Handler represents and warrants he has read and understands the terms and conditions of this Agreement. Handler acknowledges the contractual obligations of this Agreement and voluntarily assumes those obligations and voluntarily agrees to each of the provisions contained in this Agreement.

9. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

10. Governing Law, Venue and Enforcement. This Agreement shall be governed by and interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado.

11. No Third-Party Beneficiaries. The County does not intend by this Agreement to assume any contractual obligations to anyone other than Handler, and the Town does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Handler do not intend that there be any third-party beneficiary to this Agreement.

12. Assignment. Neither the County nor Handler shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

13. Entire Agreement. This Agreement contains all agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose.

14. Amendment. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the Parties hereto.

EXECUTED this _____ day of _____, 20__.

TYLER FECHNER, HANDLER

Tyler Fechner Date

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF ARAPAHOE**

Carrie Warren-Gully, Chair Date