



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145294

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DATE: 5/20/2025

SUBJECT: CONSIDERATION OF A LAW ENFORCEMENT ANIMAL TRANSFER AGREEMENT BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY SHERIFF'S OFFICE AND DEPUTY DANIEL HUNT

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a a Law Enforcement Animal Transfer Agreement between Tarrant County, d/b/a Tarrant County Sheriff's Office and Deputy Daniel Hunt, pursuant to Chapter 614 of the Texas Government Code.

BACKGROUND

Texas Government Code § 614.212 authorizes a political subdivision to enter into a contract for the transfer of a law enforcement dog that has been determined by the applicable head of a law enforcement agency, or their designee, to be: (1) suitable for transfer after consultation with the animal's veterinarian, handlers, and caretakers; and (2) no longer needed for law enforcement purposes because the animal has reached the end of its working life.

Section 614.213 outlines the criteria for who may receive the dog. The eligible recipient must be able to humanely care for the animal and must be selected in the following order of priority: (A) the dog's former handler who was medically retired due to line-of-duty injuries; (B) a parent, child, spouse, or sibling of the handler if the handler died in the line of duty; (C) the handler if not otherwise described above; (D) another peace officer, jailer, or telecommunicator; or (E) another individual.

Neo is a law enforcement dog that has served with the Tarrant County Sheriff's Office and is now at the end of his working life. The Sheriff's Office recommends transferring ownership of Neo to his handler, Deputy Daniel Hunt. Deputy Hunt is capable of providing humane care and qualifies as the first eligible recipient under the law.

Under § 614.213, the transfer agreement must include terms requiring the new owner to: (1) provide humane care for the dog, including food, shelter, veterinary care, and any required medications; (2) comply with all applicable state and local laws; (3) notify the County if they are no longer able to care for the animal; and (4) return the dog to the County if they can no longer provide proper care, either voluntarily or upon formal determination by the County.

The Sheriff's Office recommends that the Commissioners Court approve the transfer of Neo to Deputy Hunt and authorize execution of the attached agreement, which meets all legal requirements under Texas Government Code § 614.213.

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|--------------|---------|--------------|-----------------|
| SUBMITTED BY | Sheriff | PREPARED BY: | Jessica Redding |
| | | APPROVED BY: | Jessica Redding |



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This request has been reviewed by the Civil Division of the Tarrant County District Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with this item.

LAW ENFORCEMENT ANIMAL TRANSFER AGREEMENT

This Law Enforcement Animal Transfer Agreement ("Agreement") is made and entered into by and between Tarrant County d/b/a Tarrant County Sheriff's Office ("Transferor") and Tarrant County Sheriff Deputy Daniel Hunt ("Transferee")

The Transferor and Transferee may collectively be referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Transferor currently owns a law enforcement animal (hereinafter referred to as the "Animal") and wishes to transfer the Animal to the Transferee, and the Transferee agrees to accept such transfer pursuant to Chapter 614 of the Texas Local Government Code; **NOW, THEREFORE**, the Parties agree as follows:

1. Description of Animal

The law enforcement animal being transferred under this Agreement is described as follows:

- **Species:** Dog
- **Breed:** German Shepherd
- **Age:** 3 years
- **Sex:** Male
- **Identification Number:** Not applicable
- **Microchip Number (if applicable):** 972 274 200 361 007

2. Transfer of Ownership

The Transferor agrees to transfer ownership of the Animal to the Transferee, and the Transferee agrees to accept full responsibility for the Animal as of the effective date of this Agreement.

3. Consideration

The Parties acknowledge that this transfer is a gift, as agreed by the Parties. The Transferee agrees to cover any costs related to the transfer, including transportation, veterinary exams, and other associated fees.

4. Health and Condition of the Animal

- The Animal is currently in the following health condition: **The canine tends to bite without provocation, despite the absence of any known health issues or injuries.**
- The Transferor certifies that the Animal has received the following vaccinations and treatments:
 - Rabies Vaccination - Administered 01-14-23.
 - Surgery for Abdominal Cryptorchid - 01-09-24

- Canine Influenza H3N8 & H3N2 Combo Vaccination - Administered 03-27-23.
- Lepto Vaccination #2 - Administered 03-27-23.
- The Animal is not neutered as of the date of this Agreement. If applicable, the Animal is in good physical condition and has passed any relevant medical examinations.

5. Duties and Responsibilities of the Transferee

The Transferee agrees to:

- Provide appropriate care, including food, shelter, exercise, and veterinary treatment for the Animal.
- Ensure the Animal is not used for illegal purposes or in a manner inconsistent with the animal's training.
- Maintain a safe environment for the Animal.
- Comply with all relevant state, local, and federal laws regarding animal welfare and the use of law enforcement animals.

6. Monitoring of Animal

The Transferee agrees to ensure that the Animal's well-being and behavior are monitored.

7. Indemnification and Liability

The Transferee agrees to indemnify and hold the Transferor and Tarrant County harmless from any liability, injury, or damage resulting from the transfer and subsequent ownership, care, or use of the Animal.

8. Veterinary Care and Records

The Transferor agrees to provide the Transferee with the Animal's complete veterinary history. The Transferee agrees to maintain these records and provide updates to the Transferor as necessary. Any significant health issues or changes in the Animal's condition must be reported to the Transferor.

9. No Transfer or Sale

The Transferee agrees that the Animal will not be sold, transferred, or otherwise disposed of without the written consent of the Transferor. Should the Transferee be unable or unwilling to keep the Animal, the Transferee agrees to return the Animal to the Transferor or make other arrangements as approved by the Transferor.

10. Right of Inspection

The Transferor may, upon reasonable notice, inspect the Animal to ensure that it is being cared for in accordance with the terms of this Agreement.

11. Effective Date and Termination

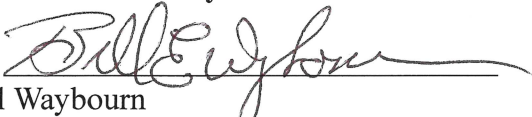
This Agreement shall become effective on the date this document is signed by the last party whose signature is required to execute this document. Either Party may terminate this Agreement without cause by providing written notice to the other Party. If the Agreement is terminated, the Transferee agrees to immediately return the Animal to the Transferor.

12. Miscellaneous


- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and any litigation shall be held in the state and federal courts located in Fort Worth, Texas.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the transfer of the Animal and supersedes all prior discussions or agreements related to the subject matter.
- **Amendments:** Any amendment to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

TRANSFEROR: Bill Waybourn

Signature: 
Name: Bill Waybourn
Title: Sherriff, Tarrant County Sheriff's Office Date:
3-3-2025

TRANSFEE: Daniel Hunt

Signature: 
Name: Daniel Hunt
Title: Deputy, Tarrant County Sherriff's Office
Date: 3-5-2025

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.