

ARAPAHOE COUNTY CANINE TRANSFER AGREEMENT

This AGREEMENT is made and entered into this 21st day of September 2020, by and between ARAPAHOE COUNTY, STATE OF COLORADO (the “County”), acting on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (“ACSO”) (collectively “County”) and Kelly Draper, a deputy sheriff and canine handler for the ACSO (hereinafter “Handler”).

RECITALS

A. Canine “Kilo” has been with the ACSO since 2014. “Kilo” has served the citizens of Arapahoe County for over six (6) years.

B. Following numerous years of dedicated service, the ACSO has made the determination to retire Kilo from service as a law enforcement canine due to his age. Deputy Draper has resigned from the K9 program and it would not be feasible to train another handler to take on Kilo.

C. Handler desires to assume ownership and take possession of canine “Kilo” and previously served as the handler for “Kilo.”

D. Handler wishes to maintain ownership of the canine “Kilo,” and the County wishes to divest itself of both ownership and vicarious or direct liability for the subject canine.

COVENANTS AND AGREEMENTS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, promises and undertakings set forth herein, the signatories to this Agreement voluntarily agree as follows:

1. The County does hereby agree to relinquish all of its right, title and ownership interest in ACSO canine named “Kilo” whatsoever, effective upon Handler’s execution and return of this Agreement and payment of the sum of one and no/100ths dollars (\$1.00) to the County of Arapahoe.

2. Handler does hereby agree to assume ownership of the ACSO canine named “Kilo”, and to assume any and all risks, including, but not limited to, risk of injury or death to third persons, and to hold County, and its elected officials, employees, agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of the canine is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being **September 21, 2020**.

3. Handler further agrees to assume all liability for risks and dangers relating to his ownership of the subject law enforcement canine on and after the aforementioned date, and to indemnify and hold County harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police dog on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the new owners assumption of ownership on the date identified herein.

4. Handler must retain ownership of “Kilo” for at least eighteen (18) months prior to any sale of the aforementioned retired law enforcement canine.

5. The retired ACSO canine “Kilo” shall revert to the County should the purchaser Handler determine he/she can no longer care for the aforementioned dog within the period of time commencing on the date of this Agreement and ending eighteen (18) months from the date fixed by this Agreement.

6. Handler acknowledges that he has read and understood the foregoing Agreement and

understands that it is contractual in nature and understands and agrees to each of its provisions.

NEW OWNER,

Kelly Draper, Handler

COUNTY OF ARAPAHOE, COLORADO

Tyler Brown, Sheriff
Arapahoe County Sheriff's Office