



**Contract for the Retirement of Brex (Canine)
and Adoption by Deputy Sheriff Robert Merritt**

1. Based on the recommendations of his handlers and trainers, Sheriff Jim Skinner has determined that Brex is ready to retire from service as a canine officer because he is at the end of his working life and is suitable for adoption by Deputy Sheriff Robert Merritt, his former handler. See Texas Government Code, § 614.212(a), § 614.213(a)(2)(C); S.B. 2100 (2019); S.J.R. 32 (2019). This contract is effective on the date that the Collin County Commissioners Court signs it.
2. By this contract, Collin County transfers full title and ownership of Brex to Deputy Sheriff Robert Merritt for no fee, but subject to the terms and conditions below. See Texas Government Code, § 614.212(a), § 614.214.
3. In exchange, Deputy Sheriff Robert Merritt agrees to (a) humanely care for Brex, 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, including Section 822.013, Texas Health & Safety Code (dogs that attack animals); and (c) notify the County if Deputy Sheriff Robert Merritt is no longer able to humanely care for Brex as required by Section 614.214(2)(C), Texas Gov't Code.
4. The County will re-take possession of Brex if (a) Deputy Sheriff Robert Merritt provides the statutory notice under section 3(c), or (b) the Collin County Commissioners Court finds that Deputy Sheriff Robert Merritt is no longer able to humanely care for the animal. See Texas Government Code, § 614.214(3).
5. By this contract, the County waives no immunity, including the immunity related to the transfer of former working law-enforcement animals set out in Section 614.215, Texas Gov't Code.
6. The transfer under this contract supersedes the usual statutes for the disposition of certain county property in Subchapter D, Chapter 263, Texas Local Gov't Code.

7. Texas law will govern this contract and all claims and defenses related to a dispute under it. Venue for disputes arising under this contract will lie in Collin County.

8. In the event of a dispute under or related to this contract, each party will bear its own attorney's fees and costs.


9. Deputy Sheriff Robert Merritt may provide the notice required by section 3(c) of this contract to the Assistant Chief – Law Enforcement Division, 972.547.5100.

10. The Collin County Commissioners Court has the authority to sign this contract under Section 614.212, Texas Gov't Code.

 _____ 10/8/19.

Deputy Robert Merritt

Date

 _____ 10/8/19

Sheriff Jim Skinner

Date

County Judge Chris Hill

Date