



**BRAZOS COUNTY CONSTABLE'S OFFICE
PRECINCT 3
CONSTABLE J.P. INGRAM**

Calder Lively, Chief Deputy

1500 George Bush Drive
College Station, Texas 77840

MEMORANDUM

DATE: September 25, 2023

TO: Brazos County Judge Duane Peters

Commissioner Pct.1 Steve Aldrich

Commissioner Pct. 2 Chuck Konderla

Commissioner Pct.3 Nancy Berry

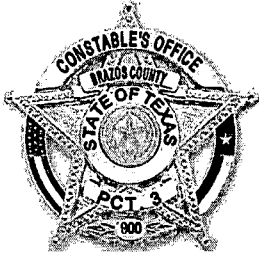
Commissioner Pct.4 Wanda Watson

From: Brazos County Constable J.P. Ingram Pct. 3

Contract Regarding the Transfer of Canine Diego to BCCO Pct 3 Civil Deputy Andrew Drake.

The Texas Government Code Subchapter L, Section 614.211-614.217, allows a governing body of a state agency or political subdivision to enter into a contract with a person for the transfer of a law enforcement dog that has been determined by the applicable head of a law enforcement agency or that person's designee to be suitable for transfer, at the end of the animal's working life, to a former handler via a contract.

This contract provides the transfer of BCCO PCT 3 Canine Deputy Diego Joseph Amaya-May from the Transferer, Constable J.P. Ingram, without charge to the Transferee, BCCO PCT 3 Civil Deputy Andrew Drake, upon the requirements of the transferee to:



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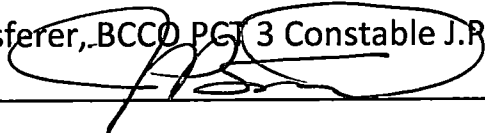
Humanely care for the animal, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for the animal's health; and

1. Comply with all state and local laws applicable to keeping domestic animals; and
2. Notify The Brazos County Constable's Office Precinct 3, if the Transferee is no longer able to humanely care for the animal.

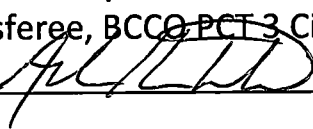
The Brazos County Constable's Office Precinct 3 is not liable in a civil action for any damages arising from this transfer, including damages arising from the animal's law enforcement training and is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of transfer, regardless of whether the applicable law enforcement agency, state agency, or political subdivision was aware of the condition.

Signed this the 22 day of September 2023.

Transferer, BCCO PCT 3 Constable J.P. Ingram:

 #901

Transferee, BCCO PCT 3 Civil Deputy Andrew Drake

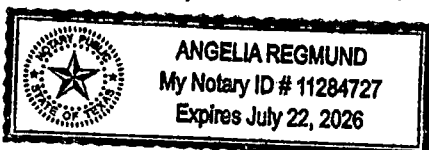


Sworn to and subscribed before me, this the 22 day of September 2023, Notary public in and for, State of Texas. My Commission expires July 22, 2026. Angela Regmund, Notary.

Notary Seal or Stamp

Signature of Notary:







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Calder Lively, Chief Deputy

1500 George Bush Drive
College Station, Texas 77840

September 22, 2023

To: Constable J.P. Ingram

From: Chief Deputy Calder Lively

Regarding: Disposition and Retirement of BCCO PCT3 Asset # CAP0000200, Canine Diego

Canine Deputy Diego Joseph Amaya-May began his career with the Brazos County Precinct 3 Constable's Office in March 2019. Diego was donated by K9S4Cops and was assigned to Civil Deputy Andrew Drake. Recently, Diego has suffered physical ailments requiring attention. Civil Deputy Drake sought medical attention that although seemed serious at first, upon the review of a specialist, the doctors advised the injuries were soft tissue injuries- not skeletal. He is to remain on crate rest and meds for 2 more weeks, followed by a slow return to work. The specialist did note some minor issues with Diego's hip but that was to be expected given his age. As Diego is almost six years of age, displaying signs of physical deterioration and the risk of certain continued injuries occurring in training, response to calls, and entering/exiting a patrol vehicle, I recommend Canine Deputy Diego be retired as he has reached the end of his "working life". Canine Deputy Diego deserves to be awarded a happy retired life to enjoy his remaining years. In consulting with K9s4COPS, the donor, they have agreed with this assessment.

As provided by the Texas Government Code Subchapter L, Section 614.211-614.217, I recommend transferring Diego to Civil Deputy Drake as both have fulfilled all requirements of this statute. Civil Deputy Andrew Drake has turned in his letter of resignation effective 09/29/23. Due to these circumstances, I recommend the transfer occur before 09/29/23. Attached is the statute that applies to this request.

Calder R. Lively

Chief Deputy

Brazos County Constable's Office Precinct 3



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Texas Government Code:

SUBCHAPTER L. RETIREMENT OF LAW ENFORCEMENT ANIMAL

Sec. 614.211. DEFINITIONS. In this subchapter:

(1) "Head of a law enforcement agency" means the highest-ranking peace officer in a law enforcement agency, including the director, sheriff, constable, or police chief, as applicable.

(2) "Law enforcement agency" means an office, department, or other division of this state or a political subdivision of this state, including a county, municipality, school district, or hospital district, that is authorized by law to employ peace officers.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

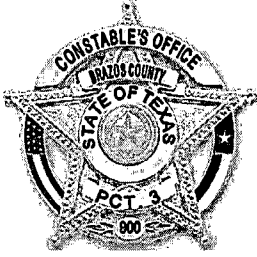
Sec. 614.212. SUITABILITY AND ELIGIBILITY OF ANIMAL. (a) The governing body of a state agency or political subdivision may enter into a contract with a person for the transfer of a law enforcement dog, horse, or other animal that has been determined by the applicable head of a law enforcement agency or that person's designee to be:

(1) suitable for transfer, after consulting with the animal's veterinarian, handlers, and other caretakers; and

(2) surplus to the needs of the state agency or political subdivision because the animal is:

(A) at the end of the animal's working life; or

(B) subject to circumstances that justify making the animal available for transfer before the end of the animal's working life, including:



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(i) the death of the animal's handler in the line of duty or as a result of injuries sustained in the line of duty; or

(ii) the medical retirement of the animal's handler as a result of injuries sustained in the line of duty.

(b) The head of a state law enforcement agency may execute a contract under this subchapter on behalf of the state agency.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.213. TRANSFEREE. (a) A law enforcement animal determined to be suitable and eligible for transfer under Section 614.212 may be transferred only to a person who is:

(1) capable of humanely caring for the animal; and

(2) selected by the applicable head of a law enforcement agency or that person's designee in the following order of priority, as applicable:

(A) the animal's former handler who medically retired as a result of injuries sustained in the line of duty;

(B) the parent, child, spouse, or sibling of the animal's former handler if the handler was killed in the line of duty or died from injuries sustained in the line of duty;

(C) a former handler not described by Paragraph (A);

(D) a peace officer, county jailer, or telecommunicator other than the animal's handler; or

(E) another person.



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(b) If more than one person in a category of authorized transferees under Subsection (a)(2) requests to receive the animal, the applicable head of a law enforcement agency or that person's designee shall determine which of the potential transferees would best serve the best interest of the animal and the applicable state agency or political subdivision.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.214. CONTRACT. A contract for a transfer under this subchapter:

- (1) may provide for the transfer without charge to the transferee;
- (2) must require the transferee to:

(A) humanely care for the animal, 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; and

(C) notify the applicable state agency or political subdivision if the transferee is no longer able to humanely care for the animal; and

(3) must require the applicable state agency or political subdivision to take possession of the animal on:

(A) receipt of the notice under Subdivision (2)(C); or

(B) a finding by the governing body of the state agency or political subdivision that the transferee is no longer able to humanely care for the animal.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.



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Sec. 614.215. LIABILITY. A state agency or political subdivision that transfers an animal under this subchapter:

(1) is not liable in a civil action for any damages arising from the transfer, including damages arising from the animal's law enforcement training; and

(2) 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 transfer, regardless of whether the applicable law enforcement agency, state agency, or political subdivision was aware of the condition.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.216. EFFECT OF SUBCHAPTER. This subchapter does not:

(1) require an animal to be transferred under this subchapter;

(2) affect a state agency's or political subdivision's authority to care for retired law enforcement animals; or

(3) waive sovereign or governmental immunity to suit and from liability of the state agency or political subdivision transferring an animal.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.

Sec. 614.217. EFFECT OF SURPLUS OR SALVAGE LAW. Subchapter D, Chapter 2175, of this code, Subchapter D, Chapter 263, Local Government Code, and other similar laws regarding the disposition of surplus or salvage property do not apply to the transfer of a law enforcement animal under this subchapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 36 (S.B. 2100), Sec. 1, eff. May 14, 2019.



September 19, 2023

Constable J.P. Ingram
Brazos County Constable's Office Precinct 3
1500 George Bush Drive
College Station, Texas 77845

Dear Constable Ingram,

K94COPs approves the request to retire K9 Diego from your agency as of September 19, 2023, and he may be released into the permanent care of his longtime handler, Andy Drake. In addition, K9s4COPs cannot be held liable for any of K9 Diego's future actions.

I want to express my gratitude for the service of K9 Diego and everything he did for Brazos County! Thank you for being a valuable partner of K9s4COPs. We eagerly anticipate our future collaborations.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristi K. Schiller". The signature is written in a cursive, flowing style.

Kristi K. Schiller
Founding Chairman
K9s4COPs