

Office of the  
**SHERIFF OF BOURBON COUNTY**

293 East 20<sup>th</sup> Street  
Fort Scott, Kansas 66701  
[620] 223-1440 (office) or [620] 223-0055 (fax)

### Purchase Agreement for Retired (Law Enforcement) K9

This agreement is between the County of Bourbon (Kansas), the Bourbon County Sheriff's Office and K9 Deputy Kevin Davidson is made on **May 31, 2022** with reference to the following:

- 1.) Deputy Kevin Davidson is a deputy for the Bourbon County Sheriff's Office and is assigned as a Deputy Sheriff K9 handler.
- 2.) Deputy Kevin Davidson was, in conjunction with his assignment as K9 Handler, given the care, custody and control of a police dog named Jen0.
- 3.) Jen0 has been specially trained to assist law enforcement officers in certain tasks and to respond to commands issued specifically by the deputy.
- 4.) Sale or transfer of Jen0 to a person other than the deputy could generate potential Bourbon County Sheriff's Office liability based upon the possibility that Jen0 may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based upon prior training.
- 5.) The age of Jen0 and the current physical condition preclude any further service with the Bourbon County Sheriff's Office.
- 6.) Deputy Kevin Davidson desires and the Bourbon County Sheriff's Office and the Board of County Commissioners agrees to the transfer of Jen0 to Deputy Kevin Davidson subject to the conditions specified in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1.) The Bourbon County Sheriff's Office and the Board of County Commissioners hereby sells Jen0 to Deputy Kevin Davidson for the sum of \$1.00 payable as of the date of this agreement. The undersign shall be the owner of Jen0 as of the date of the agreement and upon payment of \$1.00.
- 2.) As of the date of this agreement, the Bourbon County Sheriff's Office and the Bourbon of County Commissioners relinquishes all aspects of ownership and possession of Jen0 in favor of Deputy Kevin Davidson, including any responsibility of the future action

or care for and any decisions relating to Jen0. However, the Bourbon County Sheriff's Office shall be responsible for any unpaid veterinary expenses incurred for Jen0 up to the date of retirement. These veterinary expenses shall include any unpaid balance, expenses not covered by Jen0 insurance carrier, and any other expenses either known or unknown at the time of retirement.

- 3.) As of the date of this agreement, Deputy Kevin Davidson shall be fully responsible for all food, veterinary care, miscellaneous maintenance, and burial cost incident to the ownership, possession, management, and control of Jen0.
- 4.) If Deputy Kevin Davidson is no longer employed by the Bourbon County Sheriff's Office after this agreed upon and approved agreement, this shall not affect this agreement.
- 5.) Deputy Kevin Davidson agrees to defend, indemnify, and hold harmless the Bourbon County Sheriff's Office, its deputies, employees, representatives, agents, and the Board of County Commissioners with respect to any loss, damage, claim, injury, or liability that arises out of, or is in any way related to Jen0 and Deputy Kevin Davidson actions or interaction in relation to Jen0 outside the course and scope of employment.
- 6.) Deputy Kevin Davidson gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss injury, damage, claim, or liability arising out of or in any way related to Deputy Kevin Davidson ownership and possession of Jen0 outside the course and scope of employment.
- 7.) Deputy Kevin Davidson acknowledges that once the transfer occurs, this agreement cannot be rescinded without the sheriff and Board of County Commissioners consent. Deputy Kevin Davidson will take possession of Jen0 for all time.
- 8.) This agreement constitutes the entire understanding of the parties and may not be amended, except by a writing signed by both parties.

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Deputy Sheriff Kevin Davidson (S-10) May 31, 2022  
Date

\_\_\_\_\_  
Wm K. Martin, Sheriff May 31, 2022  
Date

\_\_\_\_\_  
Jim Harris, BOCC Chairman May 31, 2022  
Date