When recorded return to:
Clerk of the Pinal County Board of Supervisors
P.O. Box 827
Florence, AZ 85132

AGREEMENT FOR THE OWNERSHIP TRANSFER OF K9 "OREO" FROM PINAL COUNTY TO DANIEL DIAZ

This **Agreement** entered into this 4th day of June, 2025 by and between Pinal County, a political subdivision of the State of Arizona ("**Pinal**"), and Daniel Diaz, a private person, who has also serves as a Pinal County Sheriff's Deputy ("**Diaz**"), for the purpose of transferring of ownership of Pinal County Sheriff's Office German Shorthaired Pointer, trained police canine/K9 "Oreo", from Pinal to Diaz. Hereinafter Pinal and Diaz may be referred to individually as "Party" and collectively as "the Parties."

RECITALS

WHEREAS, upon the timely and impending retirement of K9 from official duty and County service it will be appropriate and necessary for Pinal to transfer ownership of K9; and

WHEREAS, it is economically advantageous for Pinal to transfer ownership of a retiring K9 to law enforcement professional due to the familiarity, trust and relationship between K9 and law enforcement professionals in order to afford a beneficial outcome for both Pinal and K9; and

WHEREAS, Diaz desires to obtain ownership of K9 and acceptable full responsibility for K9 in as-is condition and care for K9 in K9's retirement; and

WHEREAS, other local law enforcement agencies appear to transfer ownership of retiring K9s in similar manner for the same reasons; and

WHEREAS, the specialized nature and training of a retiring police K9 presents circumstances supporting a finding that the K9 is not auctionable and that it is in the best interests of Pinal County to transfer ownership in this manner, pursuant to A.R.S. § 11-251(9); and

WHEREAS, the Parties are authorized to engage in this transaction under the conditions and terms set forth in this Agreement and the Parties both agree to these conditions and terms.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals. which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PURPOSE AND INTENT**. The purpose of this Agreement is to transfer ownership of K9 from Pinal to Diaz.

2. **TRANSACTION**. Upon execution of this Agreement and when each Party has in its possession a duplicate original of the executed agreement, Pinal agrees to transfer and relinquish all ownership, rights, title, interest and control of K9 to Diaz. Accordingly, Diaz agrees to immediately accept and be completely responsible for any and all ownership, rights, title, interests, possession and control of K9.

3. **TERM AND TERMINATION.** This Agreement shall commence upon execution of the Parties and, except as otherwise provided herein, shall automatically terminate immediately upon transfer of ownership and possession of K9.

4. **AS IS CONDITION, INDEMNITY, AND NO WARRANTY**. Diaz hereby acknowledges and agrees that it takes K9, in 'as is' condition. By accepting possession and ownership of K9, Diaz, as owner, accepts complete and full responsibility and liability for K9 and agrees to indemnify, defend and hold Pinal County harmless, to the maximum extent possible, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) arising out of bodily injury or death of any person or any property damage caused by or arising out of this Agreement or from Diaz's use, possession and/or ownership of K9. Diaz acknowledges and agrees that Pinal makes no warranty or guaranty regarding any aspect of K9, including, but not limited to, K9's condition, temperament, behavior or health. The Parties agree that the provisions of this paragraph shall survive the termination of this Agreement.

5. **COMPLETION AND DOCUMENTATION**. Diaz agrees to obtain, complete, and document all steps, actions and records necessary to establish and appropriately document the transfer of K9 from Pinal to Diaz. Pinal agrees to cooperate with this process to the extent necessary.

6. **RESPECTIVE PARTY OBLIGATIONS**.

   A. **Pinal** agrees to:

      i. Release any and all ownership and possessory interests it has in K9 upon execution of this Agreement.

      ii. Cooperate in the transfer ownership and possession of K9 to Diaz within a reasonable time after execution of this Agreement.

   B. **Diaz** agrees to:

      i. Pay the sum of $1.00 to Pinal.

      ii. Timely complete each and every performance necessary to secure its legal title and physical possession of K9, including processing the transfer of ownership via appropriate forms, records, etc.

      iii. Pay any and all costs associated with securing his legal title and physical possession of K9.

      iv. Accept and agree to every term and condition if this Agreement, including the acknowledgments, obligations and responsibilities of Section 4 above.

7. **GENERAL**.

   A. Acknowledgment of Legal Review. Each party acknowledges and agrees that, to the extent desired by such party, it has been afforded the opportunity to have this Agreement reviewed by the party's respective legal counsel.

   B. Amendment. This Agreement may be amended only by a written document executed by a duly authorized representatives of both Parties.

   C. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this Agreement.

D. Conflict of Interest. The Parties understand and acknowledge the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

E. Assignment. Diaz may not assign its rights or obligations under this Agreement without the prior written consent of Pinal, which consent may be granted or denied at Pinal's sole and absolute discretion.

F. Entire Agreement. This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Pinal County, Arizona.

H. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

I. Headings. Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

J. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. Recitals Incorporated. The Parties acknowledge that the Recitals to this Agreement are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this Agreement as if fully set forth therein without difference or distinction.

(*Signatures on following page*)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

Diaz

By: _____
Daniel Diaz,
A private person

Date: 5-19-25

Pinal County

By: _____
Stephen Q. Miller
Chairman, Pinal County Board of Supervisors

Date: _____

Attest: _____
CLERK OF THE BOARD

Approved as to form:

_____
Deputy County Attorney