



Date:

Name of Business: County of Hidalgo, Texas, Office of Emergency Management
Address: 7517 N Expressway 281
Location: Edinburg, Texas

SUPPORT AGREEMENT

This Agreement is entered into by the U.S. Border Patrol Rio Grande Valley (RGV) Sector Canine Unit (hereafter referred to as the RGV Sector Canine Unit) and County of Hidalgo, Texas, Office of Emergency Management (hereafter referred to as the "Company"). COMPANY NAME

The mission of the U.S. Border Patrol Detection Canine program and its staff is to train canines in the detection of concealed humans and illicit narcotics. During the training of the canines, our goal is to provide a realistic training environment that serves to expose the canine to distractions involving sight, sound, smell, and stressful situations in order to better prepare them for field operations.

Your facility has been identified as one that possesses an environment which encompasses the key elements of this training. The RGV Sector Canine Unit desires to enter into this Support Agreement with the Company with the understanding that neither party to this Agreement is owed or expecting any consideration arising out of this Agreement.

The Company agrees to permit the RGV Sector Canine Unit to enter its business premises for the purpose of training Border Patrol detection dogs.

With this Agreement, the undersigned parties agree to the following conditions and restrictions:

- The RGV Sector Canine Unit will contact the Company and request to conduct training on its premises.
- The RGV Sector Canine Unit agrees to conduct training only in areas to be designated by Company personnel.
- All personnel conducting training will be law enforcement officers and will be under the direct supervision of canine instructors.

- All RGV Sector Canine Units conducting training on the premises of the Company will be considered on-duty and covered under U.S. Border Patrol liability and workman's compensation regulations, subject to any scope of employment determination that may be required.
- Employees of the Company should be instructed to refrain from any attempt to interact with the canines and their handlers while on Company premises.
- Should a claim be made by the Company for property damages attributable to U.S. Border Patrol personnel and/or canines under their control, the parties understand that any such claims for monetary reimbursement must be made pursuant to the Federal Tort Claims Act (28 U.S.C. § 1326, *et seq.*) and supporting regulations.

It should be noted, Border Patrol canines are trained such that when encountering a targeted odor, they will alert and respond in a non-aggressive, non-active manner by simply "sitting." This greatly reduces the chance of damage due to pawing, scratching, or biting.

No "shut down" of an area is expected, nor desired, as one of the purposes of training at the Company's site is to expose the canine to a greater number of real life distractions in the type of environment the canine and his handler will be working. This will yield a higher quality of training.

This Agreement shall become effective when signed by both the authorized Agency representative and the Company representative and is intended to be in force until terminated.

Either party may cancel this agreement at any time with prior notification.

Your cooperation in allowing these working canines and their handlers to conduct training exercises on your premises from time to time is greatly appreciated.

If questions arise, you may contact my office at (956) 289-4950.

Ricardo Saldana
Director or Warehouse Manager

David R. Morales
Special Operations Supervisor
Canine Coordinator