

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND  
SHELDON INDEPENDENT SCHOOL DISTRICT**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

**TERMS**

This Interlocal Agreement (the "Agreement") is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Constable Precinct 3 ("Precinct 3"), and Sheldon Independent School District ("Sheldon ISD"), an independent school district situated in Harris County, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791. The County and Sheldon ISD are referred to herein collectively as the "Parties" and individually as a "Party."

**1) PURPOSE**

The purpose of this Agreement is to contract for the performance of governmental functions and services, including outlining the responsibilities of the County, Precinct 3, and Sheldon ISD in regards to Precinct 3 providing certain canine handling services, for law enforcement purposes, to Sheldon ISD.

**2) RECITALS**

Harris County and Sheldon Independent School District recognize the importance of safety to the provision of an effective learning environment for students, including, without limitation, protection from the threat of bombs and firearms/ammunition in schools;

Prior experience with school safety endeavors has shown that a bomb- and ammunition-detecting canine can be a useful tool for law enforcement officers in their efforts to improve school safety because the bomb- and ammunition-detecting canine adds a means of detecting and deterring the use of bombs and firearms/ammunition in schools, which the officers otherwise would not have at their disposal;

The Parties hereto desire to enter into an agreement, as set forth in more detail below, for Sheldon Independent School District to provide Harris County Constable Precinct 3 a bomb- and ammunition-detecting canine and Harris County Constable Precinct 3 to provide a canine handler for law enforcement activities to be administered at all property owned by Sheldon Independent School District.

The Parties, each in its capacity as a governmental entity, find that one or more public purposes is served by this Agreement, including, but not limited to, providing access to needed services, including law enforcement services;



The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

**NOW, THEREFORE**, the County and Sheldon ISD, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do mutually agree as follows:

### **3) OBLIGATIONS AND RIGHTS OF THE COUNTY AND PRECINCT 3**

The County shall be responsible for ensuring the performance of all obligations of the County and obligations of Precinct 3 under this Agreement.

#### **a. Canine Handling Services**

Precinct 3 will assign a deputy already contracted for in the Interlocal Agreement for Law Enforcement Services to serve as a canine handler ("Handler") to provide canine handling and related services ("Services") at Sheldon ISD's property pursuant to the terms of the Interlocal Agreement for Law Enforcement Services attached hereto as Exhibit A and incorporated herein by reference. No additional payment beyond what is set out in the Interlocal Agreement for Law Enforcement Services will be made by Sheldon ISD for the Services. The Handler shall be an employee of Precinct 3. Precinct 3 will retain full and exclusive control over all Services provided by Precinct 3. The County and Precinct 3 assume full and sole responsibility for the actions of Handler (including, without limitation, the Handler's failure to abide by the canine handling guidelines as set out in the Policy 503 Canine Unit Standard Operating Procedures adopted by Precinct 3, referenced below in this sub-section as Exhibit B and the Handler's failure to abide by generally accepted industry standards in the field of law enforcement canine handling, including, without limitation, standards governing handling of canines in bomb- and/or ammunition-detection situations) and shall remain solely responsible for his or her supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. The County and Precinct 3 agree that Sheldon ISD has and shall have no responsibility for any conduct of the County, Precinct 3, the Handler, or any of Harris County's and/or Precinct 3's employees, agents, representatives, invitees, patrons, or guests. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer, or partner between Sheldon ISD and the Handler.

Precinct 3 assumes the duty of investigating any allegations of wrongdoing brought against its personnel. This provision does not inure to the benefit of third parties.

Precinct 3 will ensure that the Handler has (and keeps up to date at all times) all necessary and appropriate training (as determined by generally accepted industry standards in the canine handling field) to provide the Services and abides at all times by the guidelines related to canine handling as set out in the Policy 503 Canine Unit Standard Operating Procedures adopted by Precinct 3



("Standard Operating Procedures"), attached hereto as Exhibit B and incorporated by reference, as well as generally accepted industry standards in the field of law enforcement canine handling, including without limitation standards governing handling of canines in bomb- and ammunition-detection situations. Sheldon ISD shall bear full responsibility for the costs of the training of the Canine and the Handler. Precinct 3 understands and agrees that if Sheldon ISD determines, in its sole discretion, that the Handler is not complying with the canine handling guidelines referenced above, Sheldon ISD is entitled to require that a different handler be assigned. In such event, Precinct 3 shall promptly comply with such instruction by Sheldon ISD, in accordance with the terms of the sub-section entitled "Canine Care – Permanent Substitute" below.

Precinct 3 will use only the Canine provided by Sheldon ISD on Sheldon ISD property and premises; Precinct 3 will not utilize any other canines on Sheldon ISD property or premises, including, without limitation, other canines from within Precinct 3 or any outside agency.

The Services shall be provided exclusively within the boundaries of Sheldon ISD on Sheldon ISD-owned property and premises as directed by Sheldon ISD. The Handler shall provide Services at Sheldon ISD Monday through Friday from 7 a.m. to 4 p.m. and during other days and times upon request by Sheldon ISD, including, without limitation, at Sheldon ISD-sponsored activities and events. These days and hours are subject to change as mutually agreed by the Parties. The County, Precinct 3, and their employees, guests, and invitees shall have no rights to use any other areas at or in Sheldon ISD premises or property, or any other Sheldon ISD facilities other than those specifically instructed by Sheldon ISD under the terms of this Agreement. The Services shall not be provided at any other property not owned by Sheldon ISD unless authorized in advance in writing by Sheldon ISD's Superintendent or designee or unless deemed exigent circumstances by the Chief of Precinct 3.

During the provision of the Services on Sheldon ISD property and premises, no County or Precinct 3 employee, including, without limitation, the Handler, shall use, keep, or allow such Sheldon ISD property or premises or any portion thereof to be used or occupied for any unlawful purpose, nor shall they allow any act to be done or any condition to exist within Sheldon ISD property or premises or any portion thereof, or knowingly permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

Excluding normal wear and tear, the County and Precinct 3 shall, to the extent permitted by law, be solely responsible for and shall reimburse Sheldon ISD for any and all damages or losses to Sheldon ISD's facilities, personal property, or any other Sheldon ISD property caused by the County, Precinct 3, or their employees, patrons, guests, agents, or independent contractors, and the County and Precinct 3 shall, to the maximum extent permitted by Texas law, indemnify Sheldon ISD for the cost of any repairs. Payment for such damages shall be due and payable within thirty days of receipt of written notice from Sheldon ISD setting forth the itemized damages. Sheldon ISD is not responsible for any damage to, loss or theft of any property, personal or otherwise, personal injury or bodily injury sustained by the County, Precinct 3, or their employees, guests, agents, or independent contractors on Sheldon ISD property or premises.



b. Canine Care

Precinct 3 will ensure that the Handler will properly care for the canine ("Canine") in accordance with the Standard Operating Procedures. The care ("Care") to be provided by the Handler includes all of the care ordinarily provided for a service animal by a prudent service animal owner, including but not limited to: (1) maintenance for the Canine (including without limitation food); (2) adequate housing for the Canine, including without limitation climate-control and protection from the elements; (3) transportation of the Canine, including without limitation transportation to and from veterinary appointments and the locations where the Services are to be provided; (4) care, including without limitation providing the Canine with food and water on an appropriate schedule, administering any necessary Canine medications as instructed by the Canine's veterinarian, providing adequate time out of the kennel for the Canine to play, providing adequate exercise for the Canine, and obtaining preventative and as-needed medical care for the Canine; and (5) care in compliance with all requirements set forth in Exhibit B and in the Canine Care Requirements document, which is attached hereto as Exhibit C and incorporated by reference. Precinct 3 will permit Sheldon ISD to periodically inspect the Canine and vehicle of the Handler and Precinct 3 will provide evidence, such as photographs, documents, veterinarian records, and/or video footage, of the Canine and the Canine's home environment and kennel upon reasonable request by Sheldon ISD to ensure that the Handler is providing a desirable home environment, as set out in the Standard Operating Procedures.

The Handler shall submit to Sheldon ISD (and retain a copy of) all records (including, without limitation, receipts and veterinarian bills) showing proof of expenditures to provide such Care, including food costs, costs for a kennel and other supplies (such as dog toys, leash, and grooming supplies), costs for any necessary Canine medications, and costs for the Canine's medical care. Sheldon ISD shall reimburse the Handler for the documented costs associated with such Care. To the extent that food and other needed items for the Canine (including without limitation a leash, water bowl, grooming supplies, and a kennel) are provided by Precinct 3, the Handler shall not be entitled to any reimbursement for such items. The Handler shall submit all costs to Sheldon ISD requesting reimbursement for such expenses, together with all supporting expenditure records, on the first business day of each month during the term of this Agreement. Under no circumstances shall the Handler be entitled to (or Sheldon ISD obligated to pay any amount for) compensation for the costs associated with the home in which the Canine lives, including without limitation mortgage costs, rent costs, utility costs, costs to repair damage to the home (including damage caused by the Canine), or home insurance costs.

c. Canine Injury/Illness – Obligations to Obtain Medical Care and Contact Sheldon ISD

If the Canine is injured or becomes ill for any reason, whether or not during the provision of the Services, Precinct 3 shall ensure that the Handler first determines if immediate medical attention for the Canine is necessary, and if immediate medical attention is necessary, that the Handler: (1) obtains such immediate medical attention, and (2) contacts Sheldon ISD's Director of Operations and Safety as soon as practicable, in no event later than twenty-four (24) hours after the onset of the Canine's injury or illness. If the Handler determines that immediate medical attention is not necessary, Precinct 3 shall ensure that the Handler contacts Sheldon ISD's Director of Operations and Safety to request instruction on what action to take with regard to the Canine's injury or illness. In the event the Canine is referred to, or requires the services of, a veterinary specialist (i.e., any



person or office other than the Canine's usual veterinarian selected by Sheldon ISD), the Handler shall not make an appointment for or obtain such specialized care without the prior written approval of Sheldon ISD.

At the completion of all veterinary visits, whether routine/ preventative or necessitated by an illness or injury, the Handler shall submit to Precinct 3 and Sheldon ISD a written report including all pertinent information about the visit, including without limitation: diagnosis, if any; treatments administered; procedures recommended or completed; medications administered or prescribed; and any follow-up requirements.

As the Handler's employer, Precinct 3 shall be fully responsible for any conditions that prevent the Canine from performing its duties for an extended period of time based on veterinarian recommendation or death ("bad outcomes") for the Canine (including without limitation bad outcome or death) that are caused by the Handler's failure to timely assess the Canine's need for immediate medical attention, including but not limited to responsibility to pay bills for medical care necessitated by such failure. Sheldon ISD shall conduct an investigation to determine, in its sole discretion, (1) whether the Canine has suffered a "bad outcome" as a result of the Handler's assessment of its need for immediate medical attention, and (2) what expenses were caused by and/or reasonable compensation is owed to Sheldon ISD as a result of such bad outcome. Any disputes concerning bad outcomes for the Canine or the Handler's assessment of the Canine's need for immediate medical attention shall be handled in accordance with the terms of Section 7, "Disputes."

Whenever the Standard Operating Procedures provide that the Handler shall contact the Canine Supervisor, Precinct 3 shall ensure that the Handler contacts Sheldon ISD's Director of Operations and Safety.

d. Canine Injury/Illness – Caused by Handler

In the event of Canine injury or illness (including death) caused by the Handler (including without limitation the Handler's failure to provide adequate Care, negligence, willful misconduct, or any of the above committed by any person at the direction/request or in the presence of the Handler, or while that person is a guest or invitee in the home where the Canine lives), Precinct 3, as the Handler's employer, shall be fully responsible for such injury or illness, including but not limited to responsibility to pay bills for medical care for the Canine to treat such injury or illness. Sheldon ISD shall conduct an investigation to determine, in its sole discretion, (1) whether the Canine's injury or illness was caused by the Handler, and (2) what expenses were caused by and/or reasonable compensation is owed to Sheldon ISD as a result of such injury or illness. Any disputes concerning Canine injury or illness caused by the Handler shall be handled in accordance with the terms of Section 7, "Disputes."

e. Canine Injury/Illness – Caused by Person or Circumstance Other Than Handler: Obligation to Maintain Records

In the event of Canine injury or illness (including death) caused by any person other than the persons described in the sub-section entitled "Canine Injury/Illness – Caused by Handler" above, Precinct 3 shall ensure that the Handler (1) maintains any records (including without limitation



written, photographic, and videographic records) relating to the Canine's injury or illness and (2) provides all such records to Sheldon ISD promptly upon any request for them.

f. Canine Care – Temporary Substitute

Precinct 3 will ensure that the Handler contacts Sheldon ISD's Director of Operations and Safety if the Handler is unable to care for the Canine for any reason, including without limitation the Handler's illness or vacation. In such event, Precinct 3 shall be exclusively responsible for arranging and facilitating an alternative care arrangement for the Canine during the Handler's absence, which alternative care arrangement shall be required to satisfy all of the requirements imposed by this Agreement for the Care typically provided by the Handler. All references to "Handler" in this Agreement shall be deemed to include any and all such substitute handlers. The Handler shall provide the details of such alternative care arrangement, including without limitation the dates such arrangement will be in effect and the substitute handler's name and contact information (including without limitation phone number and address at which the Canine will live during the alternative care arrangement), at the time of the Handler's notice to Sheldon ISD that he or she is unable to care for the Canine. Under no circumstances shall Sheldon ISD be responsible to provide care for the Canine.

g. Canine Care – Permanent Substitute

In the event that the Handler must be permanently substituted for any reason during the term of this Agreement, Precinct 3 shall provide Sheldon ISD with notice of such proposed substitution and a request for Sheldon ISD's approval of the substitution no less than thirty (30) Sheldon ISD business days before the proposed substitution is to take effect. Such notice and request for approval shall include: the proposed effective date for such substitution; the substitute handler's name, contact information (including without limitation phone number), and qualifications; and the address where the Canine will live with the substitute handler. Precinct 3 will also promptly provide any other information requested by Sheldon ISD in connection with its consideration of such request for approval. Sheldon ISD will notify Precinct 3 of its decision as soon as practicable, and in no event later than ten (10) Sheldon ISD business days before the proposed substitution is to take effect. Any disputes concerning such requests for approval of permanent substitutions shall be handled in accordance with the terms of Section 7, "Disputes." All references to "Handler" in this Agreement shall be deemed to include any and all such permanently substituted handlers.

h. Provision of Vehicle

Precinct 3 shall be responsible to purchase (if not already owned) and provide the vehicle in which the Canine will be transported ("Vehicle"). The Vehicle provided shall be: kept in good working order by Precinct 3, suitable for transportation of the Canine, and suitable for conversion as described below in the sub-section entitled "K9 Unit Conversion Expenses and Right to Return of Equipment." The Vehicle to be converted will be owned by Precinct 3 and operated exclusively by Precinct 3 employees and/or agents, including without limitation the Handler. The Vehicle shall at all times remain the property of Precinct 3 and shall be returned to Precinct 3 (without the conversion equipment described below in the sub-section entitled "K9 Unit Conversion Expenses and Right to Return of Equipment") at the termination or other expiration of this Agreement. The County and Precinct 3 agree that their above-described assumption of full and sole responsibility for the actions of the Handler includes without limitation any and all actions of the Handler taken while operating the Vehicle. Accordingly, as described above, Sheldon ISD has and shall have no



responsibility for any conduct of the County, Precinct 3, the Handler, or any of Harris County's and/or Precinct 3's employees, agents, representatives, invitees, patrons, or guests, including without limitation the conduct of the Handler or any other County or Precinct 3 employee while operating the Vehicle. The County and Precinct 3 shall be solely responsible to obtain and maintain adequate automobile insurance to cover operation of the Vehicle as required by this Agreement. In addition, the County and Precinct 3 shall be solely responsible to pay for the expenses of operating the Vehicle, including without limitation the cost of gasoline, the costs of inspections and registration renewals, and all maintenance costs; under no circumstances will Sheldon ISD be required to pay any amount for such costs. Under no circumstances shall Sheldon ISD be responsible to pay any amount for damages to the Vehicle caused by the Canine.

i. Installation of Conversion Equipment in Vehicle

Precinct 3 shall have full responsibility for the installation of the Equipment in the Vehicle (as described below in the sub-section entitled "K9 Unit Conversion Expenses and Right to Return of Equipment"), including without limitation ensuring that the installation complies with: all installation instructions provided by the Equipment manufacturers, the Vehicle's manual, and all applicable law. The Parties agree that Precinct 3 may designate a third-party vendor to perform its equipment installation obligation under this Agreement, and Precinct 3 shall remain solely responsible for ensuring that such installation complies with all requirements of this Agreement. The installation shall be commenced by Precinct 3 (or its designee) promptly upon receipt of all of the Equipment and shall be completed by Precinct 3 (or its designee) as soon as practicable, so as to permit the prompt commencement of the provision of Services under this Agreement. Precinct 3 (or its designee) shall: (1) exercise proper care (equivalent to or greater than the care exercised in using items owned by Precinct 3) in using the Equipment to prevent its damage or destruction; and (2) install the Equipment in the Vehicle in such a way as to permit its removal without damage or destruction. If such installation of any piece of Equipment is not possible, Precinct 3 must obtain the prior written approval of Sheldon ISD's Director of Operations and Safety before such installation is made. Precinct 3 shall provide any information reasonably requested by Sheldon ISD in connection with such a request for approval, including without limitation the replacement cost of the Equipment at issue. The County and Precinct 3 assume full responsibility for expenses and/or damages, including but not limited to the cost of purchasing replacement equipment, resulting from the purchase of Equipment that fails to satisfy the Criteria (i.e., is not suitable for use in the Vehicle, does not render the vehicle suitable for the intended use under this Agreement, or causes the Vehicle, as converted, to fail to comply with applicable law). Any disputes concerning installation approval requests shall be handled in accordance with the terms of Section 7, "Disputes."

**4) OBLIGATIONS AND RIGHTS OF SHELDON ISD**

a. Provision of Canine

To facilitate the provision of the Services by Precinct 3, Sheldon ISD will purchase and provide a bomb- and ammunition-detecting Canine to Precinct 3. Sheldon ISD shall have full control of the purchase decision and any medical decisions related to the care of the Canine, but Sheldon ISD reserves the right to seek input on such decisions from Precinct 3 and/or the Handler, which input shall be promptly provided upon request. Sheldon ISD shall at all times remain the owner of the



Canine and reserves the right to have the Canine returned to it upon termination or other expiration of this Agreement.

b. Canine Expenses

Sheldon ISD shall select a licensed veterinarian to care for the Canine. Sheldon ISD will be solely financially responsible for the care (including medical care) and maintenance expenses of the Canine. Sheldon ISD shall reimburse the Handler for all reasonable (in the sole discretion of Sheldon ISD) expenses incurred by the Handler and/or Precinct 3 in the provision of Care to the Canine that are included requests for reimbursement by the Handler to Sheldon ISD and are supported by documentation, including without limitation receipts or veterinarian bills. To the extent that food and other needed items for the Canine (including without limitation a leash, water bowl, grooming supplies, and a kennel) are provided by the Handler, Sheldon ISD's reimbursement obligation shall be limited to the unit cost incurred by the Handler for such items. Sheldon ISD shall at all times remain the owner of the Canine-related items (kennel, medications, and the like), the costs of which were paid by Sheldon ISD, and reserves the right to have such items returned to it upon termination or other expiration of this Agreement. Sheldon ISD shall make payment, in accordance with Texas Government Code Section 2251.021, no later than forty-five (45) days after the later of the following dates: the date Sheldon ISD receives the goods under this Agreement, the date the performance of the service under this Agreement is completed, or the date Sheldon ISD receives an invoice for the goods or service. Sheldon ISD is tax-exempt. Precinct 3 shall not include taxes on any request for payment from Sheldon ISD. Under no circumstances shall Sheldon ISD pay any amount for an expense that is not supported by satisfactory (in the sole discretion of Sheldon ISD) documentation. If Sheldon ISD determines, in its sole discretion, that a particular expense amount is unreasonable, Sheldon ISD shall provide the Handler with notice of such determination and reimbursement for the portion of the expense that Sheldon ISD considers reasonable, if any. Any disputes concerning the reasonableness of expenses and/or reimbursement shall be handled in accordance with the terms of Section 7, "Disputes."

c. Canine Incapable of Performing Services

In the event that the Canine becomes incapable (in the estimation of Sheldon ISD in its sole discretion) of performing the Services for any reason, including without limitation injury, illness, or death, Sheldon ISD reserves the right to determine, in its sole discretion, whether to: (1) terminate this Agreement in accordance with the provisions of Section 6, or (2) purchase and provide Precinct 3 with a substitute canine with which to provide the Services for the duration of the term of this Agreement. All references to "Canine" in this Agreement shall be deemed to include any and all such substituted canines.

d. Canine Injury/Illness – Caused by Person Other Than Handler: Right to Pursue Recovery

In the event of Canine injury or illness (including death) caused by any person other than the persons described in the sub-section entitled "Canine Injury/Illness – Caused by Handler" above, Sheldon ISD reserves the right to pursue all avenues of recovery against the responsible party that are available to Sheldon ISD as the Canine's owner under applicable law.

e. Right to Return of Equipment

All of the Equipment used for the conversion of the Vehicle will be owned by Sheldon ISD during the term of this Agreement, loaned by Sheldon ISD to Precinct 3 for use during the term of this



Agreement pursuant to and consistent with this Agreement, and returned to Sheldon ISD by Precinct 3 promptly upon termination or other expiration of this Agreement.

#### **BITE/INJURY PROCEDURES**

If a bite, injury, and/or claim of injury to any person or property results from the actions of the Canine (whether or not during the provision of the Services), the procedures referenced in Section 503.4 of Exhibit B and the following additional procedures shall be followed by Precinct 3: (1) the Handler will make immediate notification to Sheldon ISD of the incident, and (2) the use of force report written by the Handler pursuant to Section 503.4 of Exhibit B, as well as all other documentation regarding the incident, shall be forwarded to Sheldon ISD as soon as practicable, and in no event less than three (3) business days following the incident. The use of force report submitted to Sheldon ISD shall include an addendum with the following additional information: the injured person's date of birth, address, and telephone number; hospital and/or physician's name (if any medical care is provided for the injury); and the contact information for all witnesses to the incident.

#### **5) EFFECTIVE DATE, TERM, AND TERMINATION**

This Agreement becomes effective upon the occurrence of both of the following: (1) approval by the governing bodies of Sheldon ISD and the County and (2) execution of all Parties. It shall remain in full force and effect for twelve (12) consecutive months and may be renewed for additional twelve (12)-month terms upon mutual written agreement of the Parties, contingent upon approval of the Parties' governing bodies, as may be required.

This Agreement may be immediately terminated by mutual written agreement of the Parties. Either Party may terminate this Agreement for convenience at any time, with or without cause, by providing thirty (30) days' advance notice in writing to the other Party. Upon breach of this Agreement, the non-breaching Party may terminate this Agreement by giving thirty (30) days' advance written notice to the breaching Party, with the breaching Party having the right to cure the breach within such notice period. The breach by Precinct 3 of any of its obligations under this Agreement shall be considered a breach by the County.

Upon termination or expiration of this Agreement, Sheldon ISD shall be responsible to pay only those amounts it owes at the time of termination or expiration for (1) services already provided by the County or Precinct 3 and accepted by Sheldon ISD, and (2) expenses already incurred by the County or Precinct 3 and approved for payment by Sheldon ISD. In addition, Sheldon ISD shall be entitled to a pro-rata refund for any services for which it has paid but which have not yet been provided by the County or Precinct 3 or accepted by Sheldon ISD.

Except as otherwise provided in this Agreement, Harris County shall, upon any termination or expiration of this Agreement, well and truly surrender and deliver up (1) the Canine (as well as all Canine-related items (kennel, medications, and the like), the costs of which were paid by SISD) and (2) the Equipment used for the conversion of the Vehicle into the possession and use of Sheldon ISD, without delay and, in the case of the Equipment, in good order, condition and repair, ordinary wear and tear excepted.



## **6) DISPUTES**

Any disputes between the Parties will first be brought to the attention of the representatives of Precinct 3 and Sheldon ISD listed in Section 10, entitled "Notice," so that those representatives or their designees may begin negotiations in an attempt to reach a mutually agreeable resolution. Should such efforts fail to result in a solution satisfactory to all Parties, the governing law and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be as set forth in Section 11 below, entitled "Governing Law and Venue."

## **7) INDEMNIFICATION**

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

**TO THE MAXIMUM EXTENT ALLOWED BY LAW, EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE INDEMNIFYING PARTY OR BY ANY PERSON EMPLOYED BY THE INDEMNIFYING PARTY, OR THE INDEMNIFYING PARTY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNIFYING PARTY EXERCISES CONTROL. EACH PARTY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE INDEMNIFIED PARTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE INDEMNIFIED PARTY AS THE RESULT OF SUCH ACTIVITIES BY THE INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL.**

## **8) INDEPENDENT PARTIES**

It is the intention of the Parties to this Agreement that Harris County and Precinct 3 are independent of Sheldon ISD and are not employees, agents, joint venturers, or partners of Sheldon ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between Sheldon ISD and Harris County or Precinct 3, nor shall anything in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between Sheldon ISD and any employee, officer, or agent of Harris County or Precinct 3.



In no event shall this Agreement be construed as establishing an employer-employee relationship, business partnership, or joint venture or similar relationship between the Parties hereto, or between Sheldon ISD and Precinct 3. Neither Party has the power or authority to assume or create any obligation or responsibility on behalf of the other Party, nor does Precinct 3 have such power or authority on behalf of Sheldon ISD.

Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other.

All rights to each Party's name, logo, and likeness shall remain the exclusive property of the respective entities holding such marks. Nothing in this Agreement shall be construed to give the other Party (or Precinct 3) license to use the intellectual property of the entity holding such property, unless otherwise agreed upon by mutual written consent of the Parties.

#### **9) LIMITATION OF APPROPRIATION**

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that County is not appropriating funds through this Agreement.

It is expressly understood and agreed that Sheldon ISD's Board of Trustees shall have the right, in its sole discretion, to allocate funds for the purpose of satisfying Sheldon ISD's obligations under the terms and provisions of this Agreement for the 2022-23 fiscal year. Notwithstanding anything to the contrary, or that may be construed to the contrary, Sheldon ISD's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so allocated are expended, the County's and Precinct 3's sole and exclusive remedy shall be to terminate this Agreement.

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Sheldon ISD by this Agreement, Sheldon ISD shall have the right to terminate this Agreement without default or liability to the County or Precinct 3 resulting from such termination, effective as of the expiration of each budget period of Sheldon ISD if it is determined by Sheldon ISD, in Sheldon ISD's sole discretion, that there are insufficient funds to extend this Agreement. The Parties agree that this Agreement is a commitment of Sheldon ISD's current revenue only.

#### **10) NOTICE**

Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been personally delivered via hand delivery to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Sheldon ISD at the following addresses:

Sheldon ISD:	Sheldon Independent School District
	11411 C.E. King Pkwy.
	Houston, Texas 77044



Attention: Director of Operations and Safety

County:

Harris County Constable Precinct 3  
701 W. Baker Road  
Baytown, Texas 77521  
Attention: Chief Deputy Kirk Bonsal

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice in advance of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

#### **11) GOVERNING LAW AND VENUE**

- A) The Agreement is subject to all applicable state and federal laws, orders, rules, and regulations.
- B) This Agreement shall be interpreted under the laws of the State of Texas and applicable federal law.
- C) The exclusive forum for any cause of action arising out of or in relation to this Agreement shall be a state or federal court of competent jurisdiction.
- D) Exclusive venue for any cause of action arising out of or in relation to this Agreement shall be in Harris County, Texas.

#### **13) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of either of the Parties to this Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or of Sheldon ISD.
- B) The Parties agree that no provision of this Agreement extends either the County's or Sheldon ISD's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) The Parties expressly acknowledge that both the County and Sheldon ISD are governmental entities of the State of Texas, and nothing in this Agreement, including but not limited to its execution and the performance by the Parties of their respective functions or obligations hereunder, is intended to waive or relinquish, or shall waive, relinquish, or be considered as a waiver or relinquishment by the County or by Sheldon ISD of the right to claim any exemptions, privileges, rights, defenses, or immunities, including without limitation any governmental, sovereign immunities or defenses, from or to liability or prosecution, including without limitation liability imposed upon owners of canines,



available to either Party or to their respective trustees, officers, employees, or agents under federal or Texas laws, including without limitation the Texas Constitution or the laws of the State of Texas.

- D) The Parties do not agree to binding arbitration, nor do the Parties waive their right to a jury trial.

#### **14) NO WAIVER OF BREACH**

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

#### **15) RESERVATION OF RIGHTS AND REMEDIES**

All the rights and remedies of each Party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, nor any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such Party may have, whether by present or future law or pursuant hereto, and each Party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or remedy without thereby waiving or being barred or estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

#### **16) SEVERABILITY**

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

#### **17) SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

#### **18) SUCCESSORS AND ASSIGNS; NO ASSIGNMENT**

- A) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and assigns. The provisions hereof are solely for the benefit of the Parties and their respective legal representatives, successors and



assigns, and shall not be deemed or construed to create any rights for the benefit of any other person.

- B) Neither the County nor Sheldon ISD shall sell or assign, sublet, subcontract, or transfer its interest in this Agreement or any rights, duties, or obligations hereunder without the prior written consent of the other Party. Any attempted assignment by either Party without the other Party's prior written consent shall be null and void, and any attempt to sell or assign this Agreement or any rights or obligations hereunder shall give the other Party the right to terminate this Agreement.

#### **19) NO THIRD-PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Sheldon ISD for the performance of this Agreement, nor is Sheldon ISD obligated or liable to any party other than the County for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any third party beneficiaries or additional rights or remedies in any third party, or otherwise to give any third party any claim or right of action against any Party to this Agreement.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of the County or of Sheldon ISD with respect to any third party.

#### **20) ENTIRE AGREEMENT; MODIFICATIONS**

- A) This Agreement, including any attachments and exhibits, contains the entire understanding between the Parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings between the Parties with respect to the subject matter hereof are merged into and expressed in this Agreement. Any and all other understandings between the Parties with respect to the subject matter hereof are hereby canceled and terminated. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Agreement; (2) exhibits/attachments to this Agreement.

##### Attachments and Exhibits:

- Exhibit A: Interlocal Agreement for Law Enforcement Services
- Exhibit B: Policy 503 Canine Unit Standard Operating Procedures adopted by Precinct 3
- Exhibit C: Canine Care Requirements

- B) Any oral representations or modifications concerning this instrument shall not be effective. No amendment or modification to this Agreement is effective unless it is written and signed by duly authorized representatives of both Parties. Any such amendment or modification shall also be attached to and incorporated in this Agreement.



## **21) COUNTERPARTS**

This Agreement may be executed in separate counterparts. Each counterpart when so executed shall be an original, but all counterparts shall together constitute but one and the same instrument.

## **22) INTERPRETATION**

The Parties agree that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

## **23) COMPLIANCE WITH APPLICABLE LAW**

The Parties agree to comply with all applicable federal, state, and local laws, rules, statutes, ordinances, rules and regulations, as currently written and as may be amended from time to time by the authorities having jurisdiction over such matters, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and prompt payment and licensing laws and regulations.

For the entire duration of this Agreement, the County shall be responsible for, maintain, and pay for all required licenses, certifications, permits, and any other documentation necessary to perform its (and/or the Precinct's) obligations pursuant to this Agreement, including without limitation the training required for the Handler and any permits or similar permissions required for canine handling on school property, as well as all taxes, charges, fees, and penalties whether federal, state, or local, associated with the County's and Precinct 3's Services as contemplated in this Agreement. When required or requested by Sheldon ISD, the County shall furnish Sheldon ISD with satisfactory proof of the County's compliance with this provision.

As between the Parties, each Party will be responsible for any liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Agreement (and the County will be responsible for such liability occasioned by the agents or employees of Precinct 3), subject to all immunities and limitations provided to both Parties under the Constitution and laws of the State of Texas.

The County will not do nor allow to be done anything on Sheldon ISD premises or property in violation of any laws, ordinances, rules, regulations, or Sheldon ISD Board Policy. If the County becomes aware of any unlawful behavior by its (or Precinct 3's) employees, patrons, guests, agents, or independent contractors, the County will immediately correct the violation.

## **24) LIMITATION OF LIABILITY**

To the extent permitted by state and federal law, each Party's liability under this Agreement will be limited to direct damages and neither Party shall be liable for indirect, consequential or exemplary damages except as otherwise expressly set forth herein. The provisions of this Section shall survive expiration of other termination of this Agreement, regardless of the cause of such termination.



This Agreement shall not be construed or deemed an endorsement by either Party of the other Party.

Neither Party nor its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of either Party's property, premises, and/or facilities by either Party or their officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this Agreement, or (c) any act, omission, or negligence of either Party or any of their officers, agents, employees, contractors, invitees, licensees, volunteers, participants, or visitors. In no event shall either Party be liable for any personal injury or damages to personal property related to the either Party's use of Sheldon ISD's property, premises, or facilities.

## **25) NON-DISCRIMINATION**

The County will not discriminate against any person because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.

## **26) FORCE MAJEURE**

Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence such Party is unable to prevent or overcome.

## **27) INSURANCE**

Each Party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes under this Agreement.

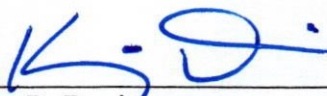
## **28) EXECUTION AND AUTHORIZATION**

Each Party warrants that the undersigned is a duly authorized representative with the power to execute and bind his or her respective Party to this Agreement, subject to the requirement of written approval of this Agreement by the Sheldon ISD Board of Trustees prior to its execution by the authorized representative named below.

**IN WITNESS WHEREOF**, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the Sheldon Independent School District by a duly authorized representative of the Sheldon Independent School District.



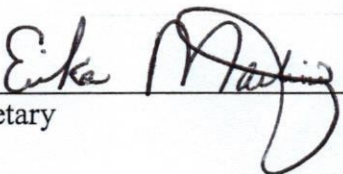
**SHELDON INDEPENDENT SCHOOL  
DISTRICT**

By:   
Dr. King R. Davis  
Superintendent of Schools  
Date: 9-7-23


**HARRIS COUNTY**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

ATTEST:

By:   
Secretary

**HARRIS COUNTY CONSTABLE  
PRECINCT THREE**

By:   
Sherman Eagleton  
Constable Precinct 3

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
County Attorney

By: Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A.O. File No. 22GEN1616



ORDER OF COMMISSIONERS COURT  
Authorizing an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2022 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH  
SHELDON INDEPENDENT SCHOOL DISTRICT**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge Hidalgo is hereby authorized to execute on behalf of Harris County, an Interlocal Agreement with Sheldon Independent School District for Sheldon Independent School District to provide Harris County Constable Precinct 3 a bomb- and ammunition-detecting canine and Harris County Constable Precinct 3 to provide a canine handler for law enforcement activities to be administered at all property owned by Sheldon Independent School District. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



Policy

**CANINE UNIT**

503

Revised: July 18, 2022

**Definitions:**

Police canine: A trained Dog for the use of Law enforcement functions.

Canine team: A canine handler and their assigned canine

To establish procedures and regulations governing the, training, use and administration of police service dog teams employed by the Harris County Constable office Pct3. These teams will be referred to throughout this manual as "K9" teams. This Standard Operating Procedure shall define the authority and responsibility for their use.

**503.1 UTILIZATION**

A. Utilization of properly trained police service, dogs represent a highly cost effective and reliable asset to law enforcement personnel. By utilizing the canine's acute olfactory and hearing senses. The police service dog also provides a psychological deterrent by their presence at the scene of potentially conflict or disturbance.

B. Areas of potential deployment for K9 teams may include, but are not limited to:

- Building Searches
- Open Area Searches
- Evidence Searches / Article Recovery
- Explosive Detection
- Tracking or Trailing
- Narcotics / Controlled Substances Detection
- Back-Up for Violent / Potentially Violent Calls
- Back-Up for Felony Arrest
- Crowd Control and Disbursement
- Pursuit / Apprehension at Vehicle and Foot Pursuits
- Protection of Law Enforcement Personnel

**503.2 AUTHORITY AND RESPONSIBILITY**

A. The K9 supervisor is responsible for the general supervision of those K9 teams assigned to support the functions within the Department.

B. A supervisor at the rank of Sergeant or above will be assigned as the K9 Unit supervisor and shall assume the responsibility of supervising and administering the



day-to-day operations of the K9 Unit. The K9 Unit supervisor will report to the Chief Deputy any issues needing the chief's attention.

C. The K-9 Unit SGT/Supervisor shall be responsible for the following:

1. General supervision of the K9 teams when on-duty and available.
2. Review and inspection, of all K9 team training records and deployment records monthly.
3. Inspection of all issued K9 equipment on a regular basis.
4. Ordering of all food, canine specific equipment and medical care as needed.
5. Coordinating all community relations demonstrations.
6. Monthly report of the K9 unit activity for the past month.

D. In the absence of the on-duty K9 Unit supervisor, and when not assigned to a specific detail, K9 teams shall operate under the supervision of the on-duty Sergeant.

E. The individual K9 handler may authorize the use of their assigned canine for the apprehension of a suspect(s). It shall be the responsibility of each handler to ensure that practical safety precautions are taken at the time of deployment including a briefing to other law enforcement personnel, explaining the canine's abilities and limitation.

F. In circumstances where the use of a K9 team is being considered, the final decision to deploy a K9 shall rest with the individual K9 handler, and **not the on duty Sergeant or any other supervisor** as only the handler truly knows the abilities and limitations of their canine and their ability to safely and legally perform the task at hand.

### **503.3 K9 TEAM DEPLOYMENT:**

#### **A. Building and Area Searches**

Canines can be effectively used to search areas and buildings for hidden suspects that might be detected by scent or sound. Canines can also be utilized to search open areas for, suspects or evidence /articles that a suspect may have discarded.

When a suspect has fled the scene of a crime and a canine is enroute, members should not pursue unless a reasonable chance of success exists. If the pursuing personnel lose sight of the offender, the pursuit should be immediately terminated, a perimeter secured and held for the K9 team's arrival. Personnel involved in the initial pursuit should note the last direction of travel, obstacles or hiding places, and other potential hazards so that they may brief the K9 team upon arrival.



The initial responding unit involved in the pursuit, the on-scene supervisor or senior deputy present should determine if the crime is significant enough to warrant a K9 team call-out or response. It shall be the responsibility of this individual to initiate the call-out/response in a timely manner and ensure that appropriate perimeter control is established and maintained.

Prior to starting any search of a building by a K9 team, a series of verbal warning and commands shall be made by the handler, if practical and safe to do so. A suggested warning is as follows:

"This is the Harris County Constable's Office Canine Unit. Anyone inside the building, announce yourself now and surrender or a police dog will sent in."

This warning may be modified to suit the situation by the handler and only, serves as a sample of an appropriate warning. The handler may choose to have this or other warnings issued via public address systems or by other deputies as necessary or practical.

If, after a reasonable amount of time passes and no response is heard or no person(s) surrender themselves, the handler may release the canine into the building to begin the search, the handler may choose to conduct the search on-lead or off, as appropriate to the situation and the ability of the K9.

Prior to starting any search of a building or open area, the handler will determine if additional personnel are to enter the area with the K9 team. Whenever possible other K9 Unit personnel should be used to back up and assist in the search, if this is not practical any law enforcement officer may be used provided that the handler briefs the personnel in the procedures of K9 searches and apprehension. No K9 team will search by themselves without a cover unit.

The primary duty of personnel supporting the K9 team in a search shall be the protection of handler and to take custody of any person located by the canine, at the direction of the handler.

## **B. Tracking / Trailing of Criminal Suspects and Lost Persons**

Ground scent tracking and wind scent trailing can be useful for following fleeing suspects or lost individuals when the presence of other persons, vehicles or extreme weather conditions do not impair the scent. Personnel requesting the assistance of a K9 team to assist in this type of search should secure an appropriate perimeter to avoid contamination of the scent trail.



## **C. Crowd Control and Civil Disturbances**

In the case of civil disturbances, labor disputes or other types of non-routine crowd control, the K9 Unit will not be deployed unless specifically authorized by the K9 Sergeant or higher command authority. "Routine" crowd control situations such as large fights and similar situations shall be individually assessed by the handler as to the appropriateness of using the canine.

## **D. Pursuit and Apprehension**

Pursuit and apprehension of fleeing suspects makes use of the canine's speed and maneuverability to effect a capture without the use of deadly force. K9 pursuits and apprehensions shall be conducted at the handler's discretion. Assisting personnel shall allow the K9 team primary access to the area and path of flight, prior to conducting any search if practical.

## **E. Tactical Deployments:**

The use of K9 teams to support tactical operation must be reviewed and approved by the K9 Unit supervisor, or higher authority.

## **F. NARCOTICS DETECTION**

### **A. Types of Controlled Substances**

Handler's equipped with certified narcotics canines are prepared to assist in the detection of the following controlled substances:

- Cocaine HCI and Cocaine Base (Powered and "Crack" Cocaine)
- Hashish
- Heroin
- Marijuana
- Methamphetamine
- Other controlled substance containing derivatives of the above

### **B. Areas of Deployment**

Narcotics detector canines may deployed in the following situations:

- Searches during vehicle stops
- To establish probable cause for a Search Warrants
- Drug interdiction in public areas
- Searches relative to Search Warrant executions



Community relations demonstrations  
Assistance of other, law, enforcement agencies in any of the above

#### C. Possessing Controlled Substance for Training.

It shall be the policy of the K9 unit that no deputy shall possess controlled substances for training purposes, with the following exceptions.

That the deputy possesses a valid Drug Enforcement Agency permit to keep and store controlled substances, or...

That the controlled Substances have been seized by a Bona Fide law enforcement agency and are legally possessed and made available for the purposes of training by that agency.

All other narcotics related training shall be conducted using scented articles provided by a person possessing a valid D.E.A permit, and through the use of pseudo narcotics

### **G. EXPLOSIVE SNIFFS AND DETECTION**

1. When a Canine Team responds to a situation, the Canine Handler is in charge of the part of the operation which requires the deployment of the explosive canine. Due to the technical nature and extreme danger involved in the detection of explosives, the Canine Handler should have authority to determine if the canine should or should not be deployed. The Canine Handler should confer with the on-scene personnel in planning any search.

#### **Handler Responsibilities**

(a) Handlers need to be mindful of the fallibility of explosive detection canines, but a well-trained explosive detector canine can detect explosives regardless of efforts to mask the scent. Their effectiveness depends largely upon the intelligent application of their capabilities.

(b) The Canine Handler will recommend to the on-scene supervisor the best tactical application and deployment of the explosive detection canine in consideration of the following:



1. Any time a canine is to be deployed to search for explosives, the Handler will consider the size of the area to be searched and the ability for a single canine search.
2. When the canine is to be used for an explosive search, the canine will be the first to search the building in order to not confuse or contaminate the scent.
3. Since the explosive detection canine is used for a specific purpose, it is very important to have a clear understanding of how to properly use the canine to accomplish a mission.
4. The Canine Handler will determine the duration of the deployment.
5. A Canine Handler shall have the ultimate authority not to deploy the dog. The handler will evaluate each situation and determine if the use of a canine is technically feasible. Generally, the decision to deploy the dog shall remain with the handler; however, a supervisor sufficiently apprised of the situation may decide not to deploy the dog.
6. If a bomb has been identified, coordination with an explosive ordnance disposal (EOD) team and appropriate fire rescue agencies will be made for the disposal of the explosive device.
7. The explosive detection canine may conduct further searches for possible secondary devices at the discretion of the Canine Handler and the EOD team.
8. The decision to deploy the canine off-lead will be determined by the Canine Handler.
9. In tandem with any bomb threat dispatch, all relevant emergency personnel will stage outside of an established inner-perimeter.
10. All searches for explosive devices or any hazardous explosive material shall only be conducted by personnel trained to conduct such searches.
11. An EOD team will be called for any positive-alerts, and the Canine Handler should not wait for a second explosive canine detection team.
13. The Canine Handler should not let the canine touch suspicious parcels or packages.

(c) Building searches for explosives.



1. No member of the Canine Unit will be compelled to search a building if it is not deemed safe, for any reason.
  2. In situations where the detonation time was not stated, the threat should be evaluated and a decision about whether to evacuate the area should be based on the best available information.
  3. A thorough inspection of the building or area and a careful check of all people in the area. The thoroughness of the inspection will depend on the estimated detonation time, if known.
  4. Canine sniffs may be conducted on or off-lead at the discretion of the Canine Handler. The handler must be able to maintain control of their assigned canine for the duration of the sniff.
3. All other officers should adhere to the basic procedures to insure the canine is able to perform to the highest level. The basic procedures are as follows:
- (a) Once the perimeter is secure, do not allow anyone to enter the perimeter unless it is absolutely necessary to preserve human life. Note: This should be accomplished from a safe distance and from behind cover.
  - (b) Advise the Handler in detail of all pertinent facts about the situation which necessitated the Canine Team to respond to the scene.
  - (c) Do not allow any person, civilian or officer, to enter the building after the Canine Team makes entry without the consent and permission of the Canine Handler.
  - (d) Maintain a perimeter guard on the building until advised by the Canine Handler the building has no indications.
  - (e) During the Canine Team search, do not attempt to make contact with the Canine Handler unless it is necessary to pass critical information to the Handler or the supervisor wishes to abandon the search. Electronic signals could detonate an explosive.

## **H. General Operational Procedures**

On duty K9 teams shall respond to in progress crimes within Pct.3 without specific dispatch and shall assist Units in any potentially violent situation where the use of a canine may be of service. K9 deputies, thus allowing the primary units the forewarning to establish perimeter control and other operational planning / tactics.



As a general rule, when dispatch is made aware of a developing incident that a K9 may be used (ie. foot pursuit, vehicle pursuit, robbery, lost children etc.) the dispatcher will contact the K9 Sergeant as soon as possible and put K9 members on stand by for possible call out.

K9 teams must advise dispatch and the appropriate shift supervisors when they are initially in-service and available for calls.

K9 teams shall assist any law enforcement agency operating within the confines of Harris County with canine services only at the request of the other agency. The Handler should, when possible obtain the authorization of the K9 unit supervisor to assist outside agency's when requested.

#### **503.4 USE OF FORCE AND K9 BITE PROCEDURES**

Officers may only use that degree of force that is reasonably necessary to apprehend or secure a suspect as governed by the department's use of force policy. In all instances where a canine is deployed, a canine incident report shall be submitted. Whenever a canine bites an individual, whether or not in the line-of-duty, the handler shall:

1. Summon shift supervisor to the scene and notify the K9 supervisor
2. Examine the affected area to determine the seriousness of the bite or injury.
3. Obtain immediate medical treatment for the person. Medical personnel should examine the affected area irrespective of the perceived seriousness of the bite or injury.
4. Take color photographs of the affected area if possible prior to and following medical treatment. Photos taken before treatment may be used in court. Photos taken immediately following treatment with a clean background, meaning no visible blood, will achieve the same documentation, but will provide a more accurate account of the actual injury.
5. Complete a use of force report whenever it has been alleged that a canine has bitten or otherwise injured an individual;
  - A. The report must detail the circumstances surrounding the incident, the identity of the individual involved and any witnesses, the extent of injuries if known, and measures taken in response to the incident;
  - B. The original report shall be filed in accordance with the department's use of force policy with witness statements attached

#### **503.5 TRAINING AND MONTHLY REPORTS**



- A. All K9 Unit personnel shall be required to certify his or her K9 by K9 trainer and the K9 Sergeant before it is authorized to be deployed for active duty. The K9 trainer and K9 Sergeant can limit the scope under which a dog will be deployed.
- B. All K9 Unit personnel should attend weekly maintenance training with their assigned canine.
- C. All K9 handlers shall maintain training files on their dogs. These files shall be submitted on a monthly basis for inclusion in the dog's permanent file and for audit and review purposes.
- D. Monthly K9 activity reports shall submitted to the K9 Sergeant.
- E. K9 Unit training reports, field deployment and narcotics reports will not be removed from the permanent files without the specific permission of the Chief Deputy. These records are the property of the department and not the individual deputy.

#### **503.6 RESPONSIBILITY OF THE K9 HANDLER**

- A. The handler(s) assigned to the K9 Unit shall obtain dog food and other contracted supplies from the department designated vendor only.
- B. The handler is responsible for ensuring that their canine is maintained in a healthy environment. This includes proper feeding and routine physical inspections, kennel cleaning, vehicle must be cleaned and vacuumed.
- C. The handler is responsible for ensuring that their canine receives prompt medical care from either the contract veterinarian or contract emergency veterinarian services. The handler is responsible for filing all medical records and receipts in their canine's medical records file.
- D. The handler will ensure that no unauthorized people tease or otherwise harass their canine or other department canines, unless specifically directed to do so in a training environment.
- E. The handler will ensure than nobody pets or attempts to pet a department canine without the specific permission of the dog's handlers.
- F. Unauthorized exhibitions of the dog's apprehension and engagement abilities are forbidden.
- G. Handler's will ensure that law enforcement personnel working in the immediate proximity of the police service canine shall heed all directions given by the handler



and that their actions will not compromise the safety of the handler or the deployment mission. The handler may stop and cancel the deployment at any time if they notice a significant safety or violation. These cancellations and the causes shall be immediately reported to the K9 Unit supervisor.

## **503.7 UNIFORM AND EQUIPMENT**

A. All members of the K9 Unit shall be permitted to wear the uniform as described below;

Issued blue B.D.U. type shirt and pants. The shirt shall have department shoulder patches as defined in the Department Standard Operating Procedures Manual. The department badge in cloth above the left breast pocket and a cloth name plate above the right breast pocket with a K9 unit patch.

The shirt will be tucked into the pants at all times. The bottoms of the pants must be cleanly pressed.

The sleeves of the uniform shirt may be either long or short sleeved.

A unit authorized polo shirt with approved, embroidered insignia may be worn. When wearing the shirt, it shall be tucked into the trousers.

C. Headgear. The following headgear is approved for wear by the members of the K9 unit; Department standard black baseball cap Black "Boonie" hat, only for use in field deployments or in in climate weather; in climate weather shall include intense sun, rain, or similar conditions.

D. Call out Uniform. A handler when possible shall wear a department approved uniform on call outs.

E. Leather Gear. The handler may elect to wear a nylon type duty belt and associated gear in lieu of the regulation leather gear.

F. Tactical gear outer vest carrier, knee pads, elbow pads, tactical helmet will be used for tactical incidents when required.

G. Each K9 handler will be issued the following equipment and will be responsible for the care and maintenance of this equipment;

Traffic Lead, Leather  
Patrol Lead, Leather or Nylon  
Tracking Lead, Leather or Nylon  
Agitation Muzzle, Leather German Basket Style



Stainless Steel choke Collar  
Feed Pan  
Water Pan or Bowl  
Water Bucket  
Dog Brush  
Fur Rake  
Kennel; 10 ft x 10 ft minimum, with door assembly

All K9 Unit equipment shall be returned when the handler leaves the service of the K9 Unit.

### **503.8 Compensation**

1. When handlers provide K9 care off duty, we must compensate them in accordance with the Fair Labor Standards Act.
  - A. The agency recommends at least 8 on-duty hours per pay period of training time to the handler.
  - B. The agency must provide 60 minutes of regular pay per day during five day regular work days. Not to be include on vacation days or deputies regular off day. If for some reason the handler is unable to take the 60 minutes due to other work, we must be given comp time.
  - C. No training is authorized during non-working days and any interaction with the canine should only be feeding.
  - D. Each K9 handler will be paid a \$200 incentive pay a month.

### **503.9 Qualification for selection into the K9 unit:**

Any certified deputy meeting or exceeding the posted requirement may apply for a position vacancy in the K9 Unit. The department, shall post the requirements for the position as per established procedure. The testing process for K9 Unit applicants shall minimally include a written letter, oral board examination and must be in physical condition to perform the job.

1. Applicants for canine handler must have:
  1. At least two years of uniform patrol experience with the department satisfactory work performance, disciplinary and medical leave records;
  2. A willingness, together with other family members, to care for and house the canine at the officer's residence with a secure outdoor area for the canine that conforms with departmental requirements;



3. A strong desire to work with canines and willingness to care for and train the animal:
4. Must live in a house with secure outdoor area to house K9 and not an apartment, if leasing a house must have approval from landlord to keep K9 on the property.
5. Must be physically fit to perform the task.
6. The K9 supervisor and the Chief Deputy shall be responsible for selection of canine handlers. The Constable is the final authority on all selection decisions.
7. New canine handlers must complete the prescribed canine training course and successfully meet all course requirements.



**EXHIBIT C**  
**Canine Care Requirements**

1. The Canine shall live with the Handler at the Handler's primary residence. The Handler shall ensure that the Canine's kennel is covered and an appropriate size for the Canine. The Handler shall be solely responsible for the periodic upkeep and sanitation of the Canine's kennel with disinfectant approved by Precinct 3 as frequently as needed to ensure appropriate and sanitary living conditions. The Handler shall be responsible to ensure the security of the Canine's kennel and, if applicable, the yard of the residence where the Canine lives. The Handler shall not allow the Canine to be unsupervised in public areas or areas accessible to the public, including without limitation an unfenced yard. In the event of extreme weather, the Canine is to be sheltered inside the Handler's residence. No dog or other animal, other than the Canine, will be placed in or tied to the Canine's kennel.
2. The canine and the vehicle of the Handler is subject to inspection periodically. Precinct 3 will provide evidence such as photographs, documents, veterinarian records, and/or video footage, of the canine and the Canine's home environment and kennel upon reasonable request by Sheldon ISD to ensure that the Handler is providing a desirable home environment as set out in the Standard Operating Procedures. 3.
3. The Handler is expected to treat the Canine in a humane fashion. If the Handler mistreats, abuses, or mishandles the Canine in any way, the Handler will be subject to any or all of the following, in the sole discretion of Sheldon ISD: termination of duties as Handler pursuant to this Agreement and removal of the Canine from his or her possession. The Handler may also be subject to disciplinary action (including without limitation suspension and/or termination) by Precinct 3 and/or the County and any applicable criminal penalties.
4. The Handler shall exercise control over the Canine at all times. Precinct 3, as the Handler's employer, is solely responsible for the Canine and its actions.
5. The Handler shall not leave the Canine unattended for an extended period of time. When the Handler does not have immediate and direct control and supervision over the Canine, the Handler shall house the Canine in its kennel or inside the Vehicle. When it is necessary for the Handler to leave the Canine unattended for a short period of time, the Handler must take the following precautions: when securing the Canine outside the Vehicle, appropriate steps should be taken to ensure that the Canine cannot injure itself or others; ensure that the Canine has sufficient shade during warm weather; ensure that the Canine has an adequate supply of water; and check the Canine frequently to ensure that the Canine is not in distress.
6. The Handler shall not take the Canine into crowded public places, such as bars, theaters, restaurants, and the like. The Handler shall not use the Canine for the following: a jogging partner in a heavily trafficked public area (such as a crowded beach); to play with anyone other than immediate family members of the Handler who reside at the Handler's primary residence; to play unsupervised with immediate family members who reside at the Handler's primary residence; to play or intermingle with other dogs who do not reside full-time at the Handler's primary residence; or any outside business enterprise (such as a guard dog).
7. The Handler will feed the Canine in such a manner as to maintain optimum Canine health and working weight. The Supervisor shall be responsible to check the Canine's body condition frequently in order to ensure the Handler is satisfying this requirement. The Canine shall have access to fresh and clean water at all times.



8. The Handler shall dispense to the Canine (and ensure the Canine takes) all required preventative medications (e.g., heartworm and flea and tick products) and other as-needed medications and supplements, as directed by the Canine's veterinarian.
9. The Handler shall physically inspect the Canine daily for injury, sores, illness, and parasites. The Handler shall report any injury, illness, or condition not requiring veterinary treatment to the Supervisor.
10. The Handler shall groom the Canine regularly to remove dead hair, dirt, and debris. The Handler shall also bathe the Canine as frequently as necessary to ensure the Canine's good hygiene.
11. The Handler shall not use the Canine for breeding purposes.
12. The Handler shall not allow members of the public or minor children (under the age of 18) to feed the Canine.
13. The Handler shall ensure that the Canine wears an ID collar issued and approved by the County and/or Precinct 3 at all times when the Canine is away from the Handler's primary residence.
14. Prisoners shall not be transported in the Vehicle. When any other passenger is transported in the Vehicle, the Handler shall provide thorough instructions on how the passenger is to conduct himself or herself while in the Vehicle. The Handler shall require compliance with such instructions by the passenger.