

K9s4COPs Grant Agreement Terms and Conditions

The grants made by K9s4COPs may be discontinued, modified, or withheld, if, in the sole discretion of K9s4COPs such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the police service dog.

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and pick up K9 from a K9s4COPs approved vendor must be made by the following K9s4COPs Roll Call or the department forfeits the grant.
2. Report will be submitted to K9s4COPs annually, stating the current health of the police service dogs granted including veterinary records.
3. Report will be submitted to K9s4COPs semi-annually, stating what is being accomplished in the community/school district by the police service dog granted.
4. Report will be submitted to K9s4COPs with the current name of handler and if there is ever a change in the handler.
5. Your organization consents that representatives of K9s4COPs may have access to your files and records for the purpose of auditing health verifications, safe vehicle transport and investigations as it deems necessary with reference to the police service dogs granted.
6. K9s4COPs may, at its expense, monitor and conduct an evaluation of operations, safe transport retrofitted with a proactive environmental and temperature management and alarm system.
7. Your organization shall immediately give written notice to K9s4COPs if your organization ceases to be exempt from Federal income taxes under the provisions of Section 501 (c) (3) of the Internal Revenue Code, or if the purpose and mission of your organization substantially changes.
8. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.

9. Your organization agrees to assume all liability for all acts of the service dog, as permitted by state law. Further, your organization hereby releases and agrees to release, defend, indemnify, as permitted by state law and hold K9s4Cops, Inc. and its employees, officers, directors, agents, representatives and volunteers (“Indemnified Parties”) harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney’s fees, and all loss, damage, personal injury, or death resulting to K9s4Cops, Inc., its employees, officers, directors, agents, representatives and volunteers, and any third parties, arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization. THIS INDEMNITY, RELEASE, AND HOLD HARMLESS AGREEMENT APPLIES REGARDLESS OF WHETHER THE CLAIM, DEMAND, LOSS, INJURY OR LIABILITY IS CAUSED, IN WHOLE OR IN PART BY AN INDEMNIFIED PARTY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM THE INDEMNIFIED PARTY’S SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

10. In the event that K9s4COPs wishes to issue a news release concerning the grant, a copy of the proposed release will be submitted to your organization prior to the release.

11. Police service dogs granted shall be returned to K9s4COPs under the following circumstances:

- a. In the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
- b. If your organization fails to comply with any portion of the conditions here within agreed upon, police service dogs granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

February 23, 2016

Ramon Garcia, County Judge
County of Hidalgo
Hidalgo County, Texas