



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

01/18/2022

K9s4COPs

3513 B Longmire Dr.

Suite 342

College Station, TX 77845

Re: Acceptance of Grant

K9s4COPs:

In accepting a Grant from K9s4COPs, we agree to receive two police service dogs from your grant only for the purposes for which the grant was made and in accordance with Section 501(c)(3), Section 4945 and other applicable provisions of the Internal Revenue Code. We also accept and agree to the conditions of your K9s4COPs Grant Terms and Condition, a copy of which is attached to this letter.

We agree to provide you with progress reports of information as often as required, either by K9s4COPs or under the applicable provisions of the Internal Revenue Code, with respect to any grant made by K9s4COPs to this organization. K9s4COPs may have full and complete access to our files and financial records relating to the grant and/or our tax status. We also agree to notify you of any changes in our tax status before or during the period the grant is being used.

We understand that grants made to us by K9s4COPs may be discontinued, modified, or withheld, if, in K9s4COPs sole judgment such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions and law.

An authorized official of this organization signs this acceptance of the Grant Terms and Conditions, including but not limited to the indemnification provisions. An authorized official is an official with my organization who has authority to legally bind the organization. We have also completed the attached organization contact information form to expedite the delivery of the grant.

Sincerely,

Hidalgo County Sheriff's Office

Enclosure:

-K9s4COPs Grant Terms and Conditions

-Organization Contact Information

REV JANUARY 2016

www.K9s4COPs.org

Exhibit 4B



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 obtain the K9 from a K9s4COPs approved vendor must be made within 90 (ninety) days of notification of the award, otherwise the recipient forfeits the grant.
2. Report will be submitted to K9s4COPs with the current name of handler and contact information. K9s4COPs needs to be informed in writing, immediately, of any handler changes and, in the interim of hiring a new handler, the K9 needs to stay at an approved K9 boarding facility for a reasonable amount of time. Your agency will be responsible for payment and communication with the boarding facility. The K9 will need to be returned to K9s4COPs if dog is left longer than 30 (thirty) days at the facility, and there is no plan in place for hiring a new handler.
3. Report will be submitted to K9s4COPs annually, stating the current health of the police service dogs granted including veterinary records. K9s4COPs needs to be notified, in writing, of imminent retirement. If K9 is retiring due to an unforeseen medical condition, please submit a statement and, if possible, the health report from the K9's veterinarian stating the reason why the K9 needs to be medically retired.
4. Report will be submitted to K9s4COPs quarterly, stating what is being accomplished in the community or school district by the police service dog granted.
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. Granted K9 may not be bred.
8. K9s shall not have additional odors imprinted, nor shall a single purpose detection K9 be trained to conduct patrol/apprehension work without written consent from K9s4COPs.
9. 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.



10. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.
11. Your organization agrees to release K9s4COPs, Inc. and its employees, officers, directors, agents, representatives and volunteers from all claims and liability arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization.
12. Your organization agrees to support K9s4COPs by promoting the organization's sticker on the K9 vehicle.
13. 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. In addition, your agency agrees to tag and promote K9s4COPs in any press releases or social media posts about your granted K9.
14. 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.

Signature

Name

Title

Name of Organization



5. **Handler** – Individual who will be assigned to K9 (if not the point of contact above).

Name: Jaime Garcia

Street Address: 711 El Cibolo Road

City: Edinburg State: Texas Zip: 78542

Daytime Phone: 956-383-8114 (Office)

Cell Phone: 956-720-5154

E-mail Address: Jaime.garcia@hidalgoso.org