



OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT
SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the **Madison Police Department**, each reserving the right to withdraw from the MAD with 30- day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations.

O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the Electronic Storage Detection Dog or any other subsequent contributions.

The receiving LEA is required to report requested information to O.U.R., bi-monthly, for a period of sixty months from receipt of the K9.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this canine, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donated canine. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located by the donated canine leads to the identification of a victim/s, the LEA agrees to provide O.U.R. the number of victims identified; however, O.U.R. and the LEA acknowledge all privacy rules and statutes protecting the identity of said victims. Nothing in this agreement shall be construed to provide O.U.R. with any such prohibited confidential information such as the names or addresses of such victims. These reports are requested to facilitate program evaluation, and most importantly assure our donors that these extraordinary dogs are doing things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder. Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgement of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

Certain donors like to name the dogs they sponsor. In such cases we respectfully ask the receiving LEA to honor this request. If no name is requested by the sponsor, you will be notified by Jordan Detection K-9 to name your dog at the appropriate time.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

The receiving LEA shall not, and shall use commercially reasonable efforts to cause its employees and agents not to, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, including but not limited to any press release or public filing, or take any action which may, directly or indirectly, disparage O.U.R. or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, or damage any of their reputations. Notwithstanding the foregoing, nothing in this MAD shall preclude the receiving LEA from making truthful statements that are required by applicable law, regulation, or legal process, provided that the receiving LEA shall provide O.U.R. with written notice of such statements, which notice shall include the content of such statements. The provisions of this section shall survive the expiration or earlier termination of this MAD.

The receiving LEA shall not deviate from the training and certification methods illustrated, taught, received, and mandated by staff at Jordan Detection K9 in Indiana, U.S.A. Any deviation from these trained and certified methods will result in the loss of K9 sponsorship and support from O.U.R. In addition, the ESD K9 handler and ESD K9 will be deemed uncertified by both Jordan Detection K9 as well as O.U.R.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

Designated LEA Point of Contact for Reporting: Captain Mike Allen Phone number: 256-772-5693

Email: mike.allen@madisonal.gov

Designated LEA Media Representative: Captain Terrell Cook Phone number: 256-772-6252

Email: terrell.cook@madisonal.gov

The following donations, or forms thereof, will be provided to the **Madison Police Department**:

- 1) Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9, travel to/from participating agency, lodging, and if needed, rental vehicle for the two-week initial certification course. (Wages and per-diem are the responsibility of the LEA)
- 2) OUR approved ESD K9 gear and equipment for initial certification. Includes supplies needed for the initial certification phase of the dog (Leash, utility type strap/vest, chew toys, bowls only)
- 3) Annual recertification fees for the ESD K9 only.
(Travel, hotel, per diem, rental vehicle, etc. are not included for annual ESD recerts and are the responsibility of the LEA)

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

O.U.R. Representative Name

O.U.R. Representative Signature

Date

Madison Police Department

Chief Johnny L. Gandy
Law Enforcement Representative Name

Paul Finley, Mayor
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer