

MEMORANDUM OF UNDERSTANDING

Our Rescue and San Bernardino County Sheriff/Coroner/Public Administrator

WHEREAS – San Bernardino County by its Sheriff/Coroner/Public Administrator’s Department (“Receiving Agency”) and Our Rescue (collectively “Parties” and each individually a “Party”) have mutual goals and have come together to collaborate on strategies, investigations, and technical assistance to rescue children and others from human trafficking.

WHEREAS Our Rescue is a 501(c)(3) not-for-profit organization with the mission of partnering with law enforcement to identify and rescue victims of sex trafficking and child sexual abuse; helping to secure the evidence necessary to prosecute and convict criminal traffickers and abusers; providing support for survivors through comprehensive survivor care programs that are fully-vetted and trusted to deliver care person-centered and trauma-informed services for the survivor’s healing journey; educating the public and key stakeholders on how to identify and report human trafficking and join Our Rescue’s mission; and conducting any and all ancillary activities in furtherance of the foregoing purposes.

WHEREAS the Parties agree to work collaboratively pursuant to the terms of this Memorandum of Understanding (“MOU”) which sets forth the roles and responsibilities of each Party.

NOW THEREFORE, the Parties agree as follows:

1. **DONATION.**

Our Rescue will provide the following donation to Receiving Agency (the “Donation”):

- a. One Electronic Storage Device Detection Canine (ESD K9), including acquisition costs, initial certification fees for the assigned handler and ESD K9.
- b. Travel, lodging, and if needed, vehicle rental expenses for a two-week initial certification course for the Receiving Agency’s ESD K9 handler. Wages and per-diem for the handler are the responsibility of the Receiving Agency.
- c. Our Rescue approved ESD K9 gear and equipment for initial certification: leash, utility type strap/vest, chew toys, bowls, etc., and vehicle kennel.
- d. Annual recertification fees, for a minimum of four years, for the ESD K9 only. Travel, lodging, per diem, and rental vehicle expenses are not included for the handler’s annual ESD recertification and are the responsibility of the Receiving Agency.

Optional Donation - Must be checked by Our Rescue Representative to show approval of enrollment.

- e. Monthly stipend of \$80 for dog food, for the working life of the ESD K9. [**X**]
- f. Routine vet appointment expenses estimated at \$300 annually. Shots, medication,

- exams and physicals for the working life of the ESD K9. Surgery and emergency care is not included. [☒]
- g. ESD K9 trading cards. [☒]

The Donation will be primarily used in efforts to combat Human Trafficking and Child Exploitation by the Receiving Agency.

2. **DISCLOSURE OF OUTCOME AND USE OF FUNDING.**

Our Rescue 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 human trafficking. Our Rescue donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. The Receiving Agency's agreement to receive the Donation will entail providing Our Rescue with basic statistics, quarterly for one year. Reports should include statistics relating to survivors helped, suspects arrested, and victims identified. An impact statement will also be provided detailing how the Donation has improved or impacted Receiving Agency's work to fight exploitation and aid survivors. Our Rescue will utilize any reports to show donors how their donations resulted in positive outcomes for victims of human trafficking/child exploitation. Information provided by Receiving Agency will not be released without the Receiving Agency's written consent.

3. **NON-DISPARAGEMENT.**

The Receiving Agency agrees to refrain from making any statements or representations that may disparage Our Rescue or its affiliates. This includes avoiding any actions that might harm their reputations. However, this clause does not prevent the Receiving Agency from making truthful statements required by law, provided Our Rescue is notified in advance.

4. **INSPECTION AND EVALUATION.**

Our Rescue reserves the right to inspect donated items and conduct periodic evaluations, at a mutually agreed time by the Parties, to ensure compliance with reporting requirements and assess the effectiveness of the support provided. This helps determine the continuation of support based on the outcomes and yield of the arrangement.

5. **INDEPENDENT CONTRACTORS.**

The relationship of the Parties established by this MOU is that of independent contractors, and nothing contained in this MOU shall be construed to give either Party the power to direct and control the day-to-day activities of the other, constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking or allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

6. **K9 TRAINING REQUIREMENTS.**

The Receiving Agency 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 Our Rescue. In addition, the ESD K9 handler and ESD K9 will be deemed uncertified by both Jordan Detection K9 as well as Our Rescue.

The Receiving Agency agrees to uphold the recertification requirements for a minimum of five years. In the event a handler is not able to fulfill the five-year agreement, the Receiving Agency will assume responsibility for sending a new handler to train and certify with the original ESD K9 by the next available training class. If special circumstances limit the original ESD K9 from completing the 5-year commitment, additional ESD K9 assistance will be considered by Our Rescue on a case-by-case basis.

7. AGENCY DETAILS.

Designated Law Enforcement Agency ESD K9 handler: Wendy Winegar

Phone number: (909) 890-4904

Email:

Designated Receiving Agency Media Representative: Kari Klaus

Phone number: (909) 387-3700

Email: publicaffairs@sbcasd.org

Receiving Agency W9: Please Attach.

8. TERM.

This MOU shall be effective from November 2, 2025, and will continue in effect until November 1, 2030, with the exception of subsections 1.e and 1.f which shall continue through the life of each ESD K9.

9. FISCAL PROVISIONS.

The estimated value of the donation over the term of this MOU is \$32,668. Receiving Agency will invoice Our Rescue in quarterly basis for items listed in subsections 1.e and 1.f.

10. ENTIRE AGREEMENT.

This MOU constitutes the complete, final, and exclusive embodiment of the entire agreement between the Parties regarding this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations.

11. AMENDMENTS.

No provisions of this MOU may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by both Parties.

12. ELECTRONIC SIGNATURES.

This MOU, and if applicable, subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the Party whose name is

contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed MOU upon request.

IN WITNESS WHEREOF, Our Rescue and San Bernardino County have each caused this Memorandum of Understanding to be subscribed by its respective duly authorized officers, on its behalf.

San Bernardino County Sheriff's Department

Our Rescue

By: Dawn Rowe

By Nate Davis

Title: Chair, Board of Supervisors

Title: Vice President of Missions

Date: _____

Date: _____