

Agenda
Board of Supervisors
Isle of Wight County
September 1, 2022

1. Call to Order (6:00 P.M.)
2. Invocation
3. Approval of Agenda
4. County Administrator's Report
 - A. Electronic Storage Detection K-9
Resolution to Accept an Electronic Storage Detection (ESD)
K-9 and Assign It to the Sheriff's Office
 - B. County Fair Update
Special Presentation - County Fair Update
 - C. Forestry Update
Update on Forestry Activities in Isle of Wight County
 - D. Parking on Northgate Drive
Discussion of Parking Concerns on Northgate Drive
 - E. Turner Drive Safety Study
Staff Presentation - Turner Drive Safety Study
 - F. Joint Meeting - Planning Commission re: Solar
Discussion/Consideration of a Joint Work Session with the
Planning Commission re: Solar
 - G. Joint Meeting - School Board
Consideration of a Joint Meeting with the School Board
5. Adjournment

ISSUE:

Resolution to Accept an Electronic Storage Detection (ESD) K-9 and Assign It to the Sheriff's Office

BACKGROUND:

Operation Underground Railroad (O.U.R.) is a non-profit organization that works in collaboration with law enforcement agencies to protect children from sex trafficking and sexual exploitation.

In this regard, O.U.R. is donating a K-9 capable of detecting electronic storage devices. The Sheriff's Office will provide information regarding the donation and its collaboration with O.U.R.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Adopt a resolution to accept an Electronic Storage Detection (ESD) K-9 and assign it to the Sheriff's Office.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution	8/26/2022
ESD K9 - Application	Backup Material	8/23/2022
ESD K9 - Divvy Credit Card Information	Backup Material	8/23/2022
ESD K9 - Sample	Backup Material	8/23/2022

**RESOLUTION TO ACCEPT AN ELECTRONIC STORAGE
DETECTION K-9 AND ASSIGN IT TO THE SHERIFF'S OFFICE**

WHEREAS, Operation Underground Railroad (O.U.R.) is a non-profit organization that works in collaboration with law enforcement agencies to protect children from sex trafficking and sexual exploitation; and,

WHEREAS, the Isle of Wight County Sheriff desires to collaborate with O.U.R. in an effort to protect children; and,

WHEREAS, the O.U.R. has donated an Electronic Storage Detection (ESD) K-9 to the Isle of Wight County Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Isle of Wight County, Virginia accepts an Electronic Storage Detection (ESD) K-9 from Operation Underground Railroad and assigns it to the Sheriff's Office for use in protecting children from sex trafficking and sexual exploitation.

Adopted this 1st day of September 2022.

Rudolph Jefferson, Chairman

Carey Mills Storm, Clerk

Approved as to form:

Robert W. Jones Jr., County Attorney



Jordan Detection K-9
1048 N Buck Creek Rd.
Greenfield, Indiana 46140
765-278-0743

ELECTRONIC DETECTION K-9 AWARD APPLICATION

GENERAL INFORMATION:

Over the past few years, Jordan Detection K-9 has partnered with several not for profits. When they discovered the availability of trained K-9's that could be of great assistance investigating child exploitation and human trafficking type crimes, they felt an obligation to help law enforcement agencies obtain this new tool to aid in their investigations. The not for profit underwrites the program and will provide funding for an Electronic Storage Detection K-9 to law enforcement agencies who successfully complete an award application and meet all of the terms and conditions of the program.

The applications will be reviewed by Chief Trainer, Todd Jordan, Jordan Detection K-9. Final determination of the agency receiving the award will be made by the Board of Directors of the specific not for profit making the donations. The award will consist of a fully trained and certified Electronic Storage Detection K-9 trained and certified by Jordan Detection K-9. Initial training and certification of an agreed upon handler by Todd Jordan will be included.

TRAINING AND CERTIFICATION:

The training and certification of the awarded K-9 is conducted solely by Jordan Detection K-9 located in Indianapolis, Indiana. Jordan Detection K-9 develops the curriculum and oversees all training and instruction for the program. The highly intensive two week handler course will include classroom instruction, scenario based real life training, as well as various physically demanding training exercises. The canines are trained to work through all types of environmental issues and discriminate and locate many types of electronic devices throughout the training program.

At the end of the two week course, the teams are required to pass a certification standard test conducted by Jordan Detection K-9 CEO/Chief Trainer, Todd Jordan. This certification is critical to the success of the handler. Evidence uncovered by the K-9 may become a key point in subsequent criminal and civil trials.



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After completing the initial two week training, the K-9 and handler become a team. Each team must recertify annually at one of the recertification locations. Annual recertification arrangements and fees will be determined and agreed upon by the agency and Jordan Detection K-9. A five year commitment by the law enforcement agency receiving the award is required. If the K-9 is not recertified yearly by a representative of Jordan Detection K-9 or the department doesn't complete the five year commitment, the applicable not for profit shall be reimbursed the total amount paid for the K-9. The K-9 will be decertified and retired to the agency/handler. Should the agency decide to change handlers of the K-9, the agency shall be responsible for the cost of a two week handler school through Jordan Detection K-9 to re-train the new handler.



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APPLICATION

AGENCY INFORMATION:

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE CONTACT: _____

APPLICANT/HANDLER INFORMATION:

NAME: _____

ADDRESS: _____



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EMAIL/PHONE CONTACT: _____

REQUIRED INFORMATION:

Is there an Electronic Storage Detection K-9 in your area? Yes _____ No _____ Don't Know _____

If yes, where is the team located? Did the K-9 go through Jordan Detection K-9 for certification?

How many search warrants were conducted by your ICAC Task Force for the previous two years?

Attach a current resume of the applicant describing their job and training history including a list of certifications and agency/department work experience.



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APPLICANT/HANDLER MUST COMPLETE THE FOLLOWING:

I, _____, in consideration of my participation in the Not for Profit Grant Program, do hereby release the Not for Profit, Jordan Detection K-9, and any contributors and all other departments or agencies associated with the program, from any and all liability for any illness or bodily injury sustained by, or alleged to have been sustained by the applicant/handler arising in any way from his/her participation in this program.

Signature: _____ Date: _____

AGENCY/DEPARTMENT MUST COMPLETE THE FOLLOWING:

The applicant is a full-time employee of the agency named above, is in good health and can complete all phases of training.

Yes _____ No _____

Applicant has the ability to walk three to four miles per day. Yes _____ No _____

Applicant has the ability to walk backwards, touch the floor and reach to throw targets.

Yes _____ No _____



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The agency listed on the agency information line on this form is attached to an Internet Crimes Against Children Task Force.

Yes _____ No _____

The agency conducts search warrants in child exploitation cases. Yes _____ No _____

The agency supports the applicant/handler named above. Yes _____ No _____

The agency agrees to the terms and conditions required with the five year commitment or handler change.

Yes _____ No _____

The agency will be responsible for the K-9's care which includes but is not limited to, food, veterinarian care, yearly recertification through Jordan Detection K-9 and general care and transport of the K-9.

Yes _____ No _____

The agency can accept a partial donation towards the purchase of a K-9. Yes _____ No _____

The agency requires a full donation towards the purchase of a K-9. Yes _____ No _____



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Once an agency is chosen, and a K-9 has been purchased, an agency will be unable to cancel without paying a \$1,500.00 fee to maintain the K-9 until the next class. Once Jordan Detection K-9 has been notified that the agency has canceled or given up their place in class, an invoice for \$1,500.00 shall be paid by the agency.

I agree with the above \$1,500.00 fee requirement. Yes _____ No _____

If the K-9 is not recertified yearly by a representative of Jordan Detection K-9 or the department doesn't complete the five year commitment, the applicable not for profit shall be reimbursed the total amount paid for the K-9. The K-9 will be decertified and retired to the agency/handler. Should the agency decide to change handlers of the K-9, the agency shall be responsible for the cost of a two week handler school through Jordan Detection K-9 to re-train the new handler.

I agree with the above statement. Yes _____ No _____

The not for profits and Jordan Detection K-9 require that the K-9 lives in the handler's personal residence and shall NOT be kept in a kennel. The K-9 must be present with the handler during the work day in the office or general vicinity of the handler for working and bonding purposes and not kept separate from the handler.

I agree with the above terms. Yes _____ No _____

The Electronic Detection K-9 will not receive training from any other agency , trainer or handler while under the 5 year commitment, failure to consistently train the K-9 in the manner taught by Jordan Detection K-9 will result in full reimbursement of the K-9 to the not for profit.

I agree with the above terms. Yes _____ No _____



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By accepting a donated K-9, the agency agrees to share statistics which involve the K-9 with the donor(s). This includes number of search warrants, number of devices found, and any other relevant information that the organization may report back to the donors who funded the K-9. The K-9 shall be made available for media releases and donors shall be acknowledged in such media releases.

I, _____, the Chief/Department Head of the agency named above, in consideration of the participation by _____, (applicant/handler) in the Not for Profit K-9 Program, do hereby on behalf the department release said Not for Profit, Jordan Detection K-9, and any contributors to the not for profit and any and all other departments or agencies associated with the program, from any and all liability for any illness or other bodily injury sustained by, or alleged to have been sustained by the applicant/handler arising in any way from his/her participation.

SIGNATURE: _____ DATE: _____

SUBMIT TO: jorandetectionk9@gmail.com

For Office Use Only:

Applicant approved by: _____ Date: _____

Applicant Name: _____ Class Completion Date: _____



OPERATION UNDERGROUND RAILROAD

DIVVY CREDIT CARD INFORMATION FOR ESD K9 HANDLERS

Operation Underground Railroad (O.U.R.) is grateful to provide support to ESD K9's and their handlers across the nation. One of the ways we do this is through monthly, financial support for the K9's needs via a business credit card. This document provides information on the card and the funds available.

What is a Divvy card? A Divvy card is a business credit card O.U.R. is providing you for the purpose of purchasing necessities for your K9 on a monthly basis. Divvy is the company that manages the credit cards, but the card itself will just be a regular Visa credit card. For the months leading up to your dog's training graduation, you will receive a sufficient budget to pay for travel, per diem, and initial supplies for the training and your K9. After the training is complete, each month you will have a recurring budget of \$80 to purchase dog food of your choosing, and any other needed supplies.

What items can I use the card for? We want you to be able to use this to pay for the reasonable expenses that arise in your travels. For the months leading up to your training and for your travel to and from the training, please use this card for:

- To purchase the items and supplies on the list from Todd which includes:
 - Leash
 - Harness
 - Collar with ID panels
 - Custom ID panels
 - Food Pouch
 - Water bowl and water jug
 - Vehicle insert recommended by Todd
 - Other needed basic K9 supplies
- The cost to check baggage if you are flying

- Flight to Indiana and Hotel
- The cost of fuel to drive to and from Indiana or fuel for the rental car while you are in Indiana
- You may also use this credit card to put on file with the hotel once you check-in
- Your per diem to purchase food, snacks, or whatever else you need, but is not to exceed on average \$54 per day. (14 days x \$54 per day= \$756 total) for the duration of your travels
- Once you arrive in Indiana, Todd Jordan encourages you to go to PetSmart to purchase toys and other items to bond with your new teammate. Please use this card to purchase those items up to \$50.
- After the graduation, you will be sent home with enough dog food to get you through a few days. Please use this card to purchase additional food when you get home. You will then have a continuing budget of \$80 per month to purchase the dog food that works best for you from whichever retailer you prefer.
- Any other reasonable expenses that are required during your travel or for your K9 can be covered by OUR through Divvy.

Please use the Divvy app to attach pictures of the receipts and details of the expense. If you have any questions about how to use the app, please reach out to us. If there is anything that is not on this list that you need, please reach out and let us know. Make sure the purchase is filed under the correct fields: Budget – OUR Domestic K9. Department – Domestic Operations. Expense account- Grants to: Grants to other organizations: K9 Support

Side note: This card is to be used solely for the needs of your K9, so with your recurring budget of \$80 per month post-graduation, items can include things like: dog food, leashes, collars, dog equipment, toys, training equipment etc. You will have a recurring budget of \$80 per month, but if you need additional funds for other items or grooming please, reach out to us and we can add those funds to your card on an as needed basis.

When will I receive my Divvy card? As soon as everything is signed and approved, we will mail the Divvy card to you. There will be instructions included with your card on how to activate the card, download the Divvy app, and create a login account.

What about vet expenses? Will there be additional funds available? We will provide additional funds on an as-needed basis for vet expenses, and medications. If you do not already have vet care covered by your department or other local supporters, when you need financial assistance with vet care there are 2 options. You can request a quote from your vet when you schedule the appointment and send it to Nicole.p@ourrescue.org and the funds will be added or you can send the invoice over after the appointment and we will call the vet directly to pay.

What follow up is required of me?

Once you've received your Divvy credit card in the mail, and downloaded the Divvy App on your phone, you will use the app to check your budget and balances, and upload copies of your receipts. We ask that you upload copies of receipts to the app within one week of making a purchase. Failure to upload receipts and comply with Divvy App transaction maintenance could result in termination of credit card use.

Operation Underground Railroad reserves the right to terminate use of credit cards. If a user fails to use the credit card for its intended purpose, or fails to fill out required documentation, the credit card will be terminated.

Please feel free to reach out to Nicole Peart Nicole.p@ourrescue.org for any additional information or questions.



OPERATION UNDERGROUND RAILROAD

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 **XXXXXXXXXX PD/SO**, 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.

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, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these extraordinary dogs are doing exceptional 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 Grantee 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 the Grantor 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 Agreement shall preclude the Grantee from making truthful statements that are required by applicable law, regulation, or legal process, provided that the Grantee shall provide Administrator 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 Agreement.

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:

Phone number:

Email:

Designated LEA Media Representative:

Phone number:

Email:

The following donations, or forms thereof, will be provided to the **XXXXXX PD/SO**.

- 1) Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9, travel to/from participating agency, lodging, per diem, and if needed, rental vehicle for the two-week initial certification course.
- 2) Annual recertification fees for the ESD K9 only.
(Travel, hotel, per diem, and rental vehicle are not included for annual ESD recerts)

- 3) OUR approved veterinary bills for the entirety of the dog's service, to include any state or federal legal requirements pertaining to retirement care of the ESD K9.
- 4) OUR approved ESD K9 gear and equipment to include supplies needed for the dog (Leash, utility type strap/vest, chew toys, etc.)
- 5) Monthly dog food stipend for the life of the ESD K9.

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

XXXXX PD/SO

O.U.R. Representative Signature

Law Enforcement Representative Name

Date

Law Enforcement Representative Signature

ISSUE:

Special Presentation - County Fair Update

BACKGROUND:

The Isle of Wight County Fair Chairman and Director of Parks and Recreation will update the Board on the activities planned for this year's County Fair.

Everyone is encouraged to attend the Isle of Wight County Fair and related events to be held at the Joel C. Bradshaw Fairgrounds September 11-15, 2019.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Receive a presentation.

ISSUE:

Update on Forestry Activities in Isle of Wight County

BACKGROUND:

Staff from the Virginia Department of Forestry will provide information relative to its programs and activities in the County.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

For the Board's information.

ISSUE:

Discussion of Parking Concerns on Northgate Drive

BACKGROUND:

Previous concerns have been expressed by citizens relative to vehicles parking along Northgate Drive that impede or prohibit school buses and other vehicles from travelling along the street.

Some residents are requesting "no parking" signage along the street and others are in opposition to any prohibition of parking on Northgate Drive.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Per the Board's discussion.

ISSUE:

Staff Presentation - Turner Drive Safety Study

BACKGROUND:

Staff will provide information relative to a safety study of the portion of Turner Drive from just beyond the athletic fields at Smithfield High/Middle Schools to its intersection at Bowling Green Road.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

For the Board's information.

ISSUE:

Discussion/Consideration of a Joint Work Session with the Planning Commission
re: Solar

BACKGROUND:

The Board has previously expressed its interest in receiving information regarding solar farms. The Planning Commission has expressed similar interests relative to its upcoming retreat.

The Board may wish to hold a joint meeting with the Planning Commission for the purpose of discussing solar farms.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Per the Board's discussion.

ISSUE:

Consideration of a Joint Meeting with the School Board

BACKGROUND:

At its work session on August 4, 2022, the Board expressed its desire to hold a joint meeting with the School Board.

The Board may wish to schedule a joint meeting with the School Board.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

Adopt a motion to establish a date, time, and location for a joint meeting with the School Board.