

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Deborah Clausing, Operations Manager

Department: Prosecuting Attorney

Requested Agenda Date: 06/22/2021

Presenting: _____

Document Title: _____

<small>Board of County Commissioners Record Assigned BOCC Agreement</small>
#
152 - 2021
<small>Yakima County, WA</small>

APPROVED FOR AGENDA:	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular
<small>Board of County Commissioners Determined</small>	

Letter of Agreement with Assistance Dogs of Hawaii (ADH) for the Facility Dog Placement with the Yakima County Prosecutor's Office.

Action Requested: *Check Applicable Box*

<input type="checkbox"/> PASS RESOLUTION	<input checked="" type="checkbox"/> EXECUTE or AMEND AGREEMENT CONTRACT or GRANT	
<input type="checkbox"/> ISSUE PROCLAMATION	<input type="checkbox"/> PASS ORDINANCE	<input type="checkbox"/> OTHER _____

Describe Fiscal Impact:

No fiscal impact. The dog is on loan to Yakima County and ADH retains ownership until it retires. The MDT grant, has budgeted for costs associated with the Facility dog through June 2022, and will reimburse Yakima County for all supplies, food, and day to day costs of the Facility Dog.

Background Information:

The Assistance Dogs of Hawaii and it's subsidiary Assistance Dogs Northwest, is a 501(c)(3) charitable organization that provides professionally trained Facility Dogs to work in professional settings such as prosecutor's offices and child advocacy centers. Yakima County was accepted into the ADH Program and a Facility Dog, known as "Diamond" was placed in the Yakima County Prosecuting Attorney's Office on May 28, 2021.

Summary & Recommendation:

Recommend Approval.

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

 bfw

Late Agenda Requests Require BOCC Chairman Signature:



Facility Dog Placement Letter of Agreement

Assistance Dogs of Hawaii (ADH) is a 501 (C)(3) charitable organization that provides professionally trained Facility Dogs to work in professional settings such as hospitals, prosecutors' offices and child advocacy centers. Upon acceptance into the ADH Program, certain obligations are expected from the Client and Facility Dog Caretaker/Handlers. This letter of agreement, ADH Policies & Procedures and the Facility Dog Caretaker/Handler Agreement, which are attached and incorporated herein, are intended to define those obligations in order to clearly communicate expectations and to maintain Assistance Dogs of Hawaii's standards and commitment to quality.

ADH and the Yakima County Prosecuting Attorney's Office, here referred to as "Client" agree to cooperate to place a Facility Dog, which will be trained by ADH to assist and work in Client's facility, in accordance with the terms set forth below:

- 1. Commitment.** Client understands and acknowledges that the continued care and training of a Facility Dog require constant vigilance with respect to the needs of the dog. This includes a commitment to care for the Facility Dog during its working life and beyond in accordance with the standards of ADH and Assistance Dogs International. Client also understands and acknowledges that dogs learn at different rates and may require additional training prior to, during or after placement. In the event of any personnel changes that impact the program or management of the Caretaker/Handler, Client will seek guidance from ADH regarding the program and all issues regarding the Handlers and the Facility Dog.
- 2. Handler Selection.** ADH will provide guidance to the Client with respect to criteria and qualifications needed for a Handler. The client will provide at least two (2) qualified applicants who meet ADH's screening criteria for the caretaker/handler positions. ADH will review the applications and determine if the proposed use of the Facility Dog and the proposed Handlers are suitable and meet its criteria. Upon approval of the Handlers by ADH and receipt of the application fee, the proposed Handler and, if applicable, secondary Handler will be interviewed. The interview process usually takes two days during which time ADH staff will work closely with the Handlers and Client to understand the specific facility needs, environment and work style in order to assess the Handler's

suitability and match the Handlers with the right dog. ADH reserves the right to determine whether the proposed Handlers are suitable and qualified.

- 3. Dog Match.** Upon acceptance by ADH of the proposed Caretaker/Handlers following the interview process, the dog matching process begins. At the conclusion of the dog matching process ADH and the Client will designate a Caretaker/Handler for the Facility Dog. Handlers are also responsible for compliance with the terms of the Facility Dog Caretaker/Handler Agreement, which describes the Handler responsibilities and commitment to the care of the Facility Dog. Client shall maintain a qualified Caretaker/Handler and, if necessary, secondary Handler on its staff at all times. Each Caretaker/Handler must complete the Interview and matching process.
- 4. Job Description.** ADH and Client agree the primary services the Facility Dog will perform for Client (or persons to whom Client renders services) are assisting victims of crime during interviews and in court. Client agrees to obtain permission from ADH to utilize the Facility Dog for purposes outside of this scope, including but not limited to fundraising events. Client agrees to acknowledge the Facility Dog and life-time follow up support has been provided, by ADH, in media and public relations events.
- 5. Client & Handler Training.** During Team Training Camp (TTC), participants will gain an understanding of theoretical concepts and a working knowledge of service dog training and handling skills. They will be introduced to and learn to apply observational skills, positive reinforcement methodologies, and problem-solving skills necessary to manage their dog in all working environments. ADH instructors will explain issues of public access concerning the Facility Dog, along with the Caretaker/Handlers' responsibilities in their working environments. TTC will occur at times agreed upon by Client and ADH. The Facility Dog will be placed with Client upon the Caretaker/Handlers' successful completion of TTC. This is intensive training and the amount of time required to complete it may vary. In advance of the actual placement of Facility Dog with its Caretaker/ Handler, ADH will provide the Client with a timeline for the TTC.
- 6. Training of Any Replacement Handlers.** In the event that either of the Caretaker/Handlers ceases to be employed by Client for any reason, ADH and Client will jointly work to approve a replacement Caretaker/Handler. Client agrees to pay ADH the TTC fee for the replacement Caretaker/Handler. ADH acknowledges that sometimes Caretaker/Handlers changes are necessary and will work with Client in the event of a change. However, because any change of Caretaker/Handler is stressful for the Facility Dog, there should be no more than one Caretaker/Handler change during the Facility Dog's working life. ADH

reserves the right to fully assess the proposed Caretaker/Handler and assess whether the Facility Dog will be able to continue following any change.

- 7. Client Costs.** There is no charge for the Facility Dog and lifetime follow-up support, which is valued at \$30,000. Client will provide ADH with a \$500 Team Training Camp fee, once the application is accepted. All costs such as travel, lodging, meals etc. incurred by the Caretaker/Handlers as the result of the Team Training Camp, and the ADH graduation ceremony are the responsibility of the Client.
- 8. ADH remains the Owner of the Dog.** Client understands and acknowledges that ADH shall retain ownership of the Facility Dog until it retires. Upon placement of the Facility Dog with Client, Client is the custodian of the Facility Dog.
- 9. Client & Handlers Provide Primary Care.** Upon physical placement of the Facility Dog with Client, Client understands that Caretaker is financially and morally responsible for the Facility Dog's wellbeing and primary care which are specifically detailed in the Caretaker/Handler Agreement.
- 10. Regular Contact with ADH.** After the Facility Dog is placed, **Client agrees to maintain regular contact with ADH.** Client agrees to contact ADH if the ADH Facility Dog policies are not being followed by the Caretaker/Handler or if there are any concerns or problems with the Facility Dog placement. Following any report of concern or problem, ADH will contact the Client and together come up with a list of next steps to resolve the issue. Caretaker/Handlers will respond promptly to ADH's inquiries and monthly follow-ups; thereafter, Caretaker/Handlers will promptly provide ADH with annual follow-up reports, as well as annual veterinarian reports.
- 11. ADH Right to Visit.** ADH personnel may visit Client, Caretaker/Handlers, and Facility Dog with at least 72 hours notice. Client will cooperate with any such visits and provide any and all information concerning the Facility Dog or the Caretaker/Handlers to ADH upon request.
- 12. Client as Ambassador.** Client understands that when the Facility Dog is in public places, the Facility Dog, Caretaker/Handler, and Client are ambassadors for Assistance Dogs of Hawaii and the Assistance Dog Industry and must not deliberately cause a negative impression. When the opportunity presents itself, Client and Caretaker/Handler agree to use reasonable efforts to assist in educating the community on the benefits that Facility Dogs provide.
- 13. Graduation.** At least one Caretaker/Handler will attend the ADH Graduation Ceremony scheduled for the Facility Dog in recognition of everyone

involved in the Facility Dog's placement. Caretaker/Handlers shall not be required to participate in fund raising or public relations activities without their permission.

14. Return of the Facility Dog to ADH. While it is the mutual goal of ADH and Client that the placement of the Facility Dog will be long term, ADH has the right to take immediate possession of the Facility Dog upon demand if ADH determines, in its sole discretion, that such return is in the best interests of the Facility Dog. Reasons that ADH may elect to take immediate possession of the dog include, but are not limited to:

- A. Failure of Client and/or Caretaker/Handlers to properly care for the Facility Dog as agreed upon;
- B. Failure to provide information or reports as required by ADH;
- C. Failure to utilize the Facility Dog for agreed upon purposes. Use of the Facility Dog for purposes other than those described in the last sentence of Paragraph 1 above;
- D. Caretaker/Handler ceases to work for Client and/or handle the Facility Dog, and ADH at its sole discretion, determines that Client does not have an adequate replacement Caretaker/Handler;
- E. Change in Client's mission; or in the specified work for which the Facility Dog is being used.

17. Caretaker/Handler Retires or Self-Determines it Cannot Keep the Dog. In the event that the Caretaker/Handlers' circumstances change and they are no longer able to keep the Facility Dog, Client shall immediately notify ADH to consult on a possible change of Caretaker/Handler or the return of the Facility Dog to ADH. Client agrees that it shall not sell or give the Facility Dog to anyone other than ADH and shall not abandon the Facility Dog. In the event that the Caretaker/Handler plans to retire before the Facility Dog's retirement, they will notify ADH and alternate plans will be made.

18. ADH Coat. ADH will provide Client with two coats with the ADH logo upon placement of the Facility Dog with the Client. Coats must be returned to ADH upon ADH's request, or when Facility Dog retires.

19. Semi-retirement and retirement of the Facility Dog. Facility Dogs have a working life that is less than their natural life. It is therefore important to plan for the future and assess the retirement needs of the Facility Dog and discuss a timeline for finding a successor dog if desired. ADH will discuss this with the Caretaker/Handler and determine when the dog is ready to semi-

retire from active work as a Facility Dog during the annual follow up visits. Client and ADH will confer as the dog ages regarding the Dog's anticipated retirement from active work as a Facility Dog. At that time, alterations in work schedule or other alternatives will be discussed. ADH retains the sole discretion to decide when the Facility Dog shall retire. When it is determined that it is time for the Facility Dog to retire, and if the Facility Dog is still living with the Caretaker, ADH will give the Caretaker the first option to take possession of the Facility Dog in retirement.

20. Client's Primary Financial and Legal Responsibility; Covenant not to Sue. ADH has trained the Facility Dog but when Client takes physical possession of the dog, ADH is no longer financially or legally responsible for the Facility Dog. Client shall include the Facility Dog in their current liability insurance policy. Client and Caretaker/Handlers will not bring any action, lawsuit, or claim against ADH and/or any of its agents, representatives, volunteers, employees or anyone otherwise connected with ADH, if the Facility Dog causes injuries or damages to persons or property, or for any other reason. If an outside person or firm brings legal action against the Client and ADH, the Client will assume financial responsibility for ADH's legal fees.

21. Indemnification. In the event that any person or other entity brings any action, lawsuit or claim against ADH, its agents, representatives, volunteers, employees or anyone otherwise connected with ADH for injuries or damages to persons or property caused by my/our Facility Dog, I/we shall defend, indemnify and hold harmless ADH, its agents, representatives, volunteers, employees or anyone otherwise connected with ADH.

22. Governing Law; Mandatory Venue. The interpretation and performance of this Agreement shall be governed by the law of the State of Hawaii. In the event any lawsuit is filed related to this Agreement, venue shall be in Hawaii state district court in Honolulu, Hawaii or virtual arbitration as mutually agreed by the parties for any lawsuits brought pursuant to this Agreement.

23. Notices. Any notices under this Agreement shall be made in accordance with this Paragraph.


Notice to ADH from Client shall be made to the following two persons:

Maureen Maurer, Executive Director
808-298-0167
mo@assistancedogshawaii.org

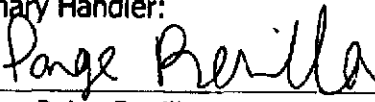
Sharon Dahlquist, Assistant Director
808-298-0167
sharon@assistancedogshawaii.org

Agreed to by the undersigned this 28th day of May, 2021:


Yakima County Prosecuting Attorney's Office ("Client")

By: 
Joseph A. Brusic
Yakima County Prosecutor

Primary Handler:

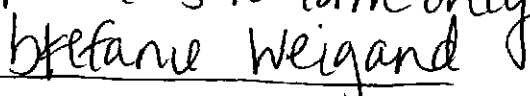

Paige Revilla
Victim Witness Program Coordinator

Caretaker:


Paige Revilla
Victim Witness Program Coordinator

Assistance Dogs Hawaii

By: 
Maureen Maurer, Executive Director

Approved as to form only:


Stefanie Weigand,
Senior Deputy Assistance Dogs Of Hawaii
Prosecuting Attorney
Revised 05/21/2021

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

152 - 2021

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Ron Anderson, Chairman

Amanda McKinney, Commissioner

LaDon Linde, Commissioner

DATED JUN 22 2021

Attest:

Julie Lawrence, Clerk of the Board *or*
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney