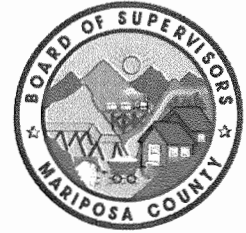


MARIPOSA COUNTY

District Attorney/Victim Witness • (209) 966-3626



RESOLUTION - ACTION REQUESTED 2021-670

MEETING: December 14, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve an Agreement with Assistance Dogs of the West for a Courthouse Facility Dog

RECOMMENDATION AND JUSTIFICATION:

Approve a Multi-year Agreement with Assistance Dogs of the West for a Courthouse Facility Dog to be used in the District Attorney's Office Victim Witness Services Program for the working life of the Courthouse Facility Dog; and Authorize the District Attorney and Courthouse Dog Handlers (Victim Witness Advocate and Supervisor) to Sign the Agreement.

The District Attorney's Office Victim Witness Services Program currently has no Courthouse Facility Dog Program. However, under California Penal Code Section 868.4, Witness Testimony: Therapy Dogs and Facility Dogs, the law allows for a trained and certified therapy or facility dogs to be utilized in violent criminal cases for victims and witnesses of crime.

This agreement allows for two handlers to be trained as Courthouse facility Dog handlers and a dog to be placed with our program. The agreement also allows for continued support from Assistance Dogs of the West through the working life of the dog and onsite instruction and training for the District Attorney's Office. The fees associated with this agreement is in the amount of twelve thousand dollars (\$12,000) and shall be paid upon execution of the agreement with budgeted grant funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Victim Witness Services applied for the County Victim Services Grant in 2019 which had included the cost for client training and dog placement for the District Attorney's Office Victim Witness Services Program through Assistance Dogs of the West. With COVID-19 Pandemic limitations, training and dog placement has been continuously delayed, however our primary handler and Victim Witness Supervisor has been matched with a dog and the District Attorney's Office Victim Witness Services Program can begin the process of placing a trained Courthouse Facility Dog.

The Board of Supervisors has approved the grant and costs for the Courthouse Facility Dog program in Resolutions: RES-2019-593, RES-2020-573 and RES-2021-532.

As a result of this agreement lasting the duration of the working life of the Courthouse

Facility Dog, the board must approve all multi-year contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved, the District Attorney's Office Victim Witness Services Program will not fulfill grant obligations and the funding for the Courthouse Facility Dog will not be available past December 31st, 2021.

FINANCIAL IMPACT:

Available Funds from the County Victim Services Program Grant (XC) will be utilized which will not affect the General Fund.

ATTACHMENTS:

CPT Facility Courthouse Agreement LM 2019- Revised 11.29.2021- Mariposa County Victim Services (PDF)

ADW Courthouse facility dog bill of rights (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



Client Placement Facility Training Letter of Agreement

Assistance Dogs of the West (ADW) provides trained assistance dogs to individuals working in professional settings. Upon acceptance into ADW Client Placement Training, certain obligations are expected from the ADW Client and dog Handlers. This letter of agreement and the Handler Agreement, which is attached and incorporated herein, are intended to define those obligations in order to clearly communicate expectations and to maintain Assistance Dogs of the West's standards and commitment to quality.

ADW and Mariposa County District Attorney's Office ("Client") hereby agree to cooperate to place an Assistance Dog (the "Dog"), which will be named in Addendum A, a copy of which is attached hereto. The Dog will be trained by ADW 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 an Assistance Dog require constant vigilance with respect to the needs of the Dog. As well as a commitment to care for that Dog during its working life and beyond in accordance with the standards of ADW 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. ADW retains the sole discretion to whether the Dog requires any such additional training. In the event of any personnel changes that impact the program or management of the Handler; Client will contact ADW so that they can confer regarding the program and all issues regarding the Handlers and the Dog.

2. Handler Selection ADW will provide guidance to the Client with respect to criteria and qualifications needed for a Handler. The Client and Handlers will then complete the application paperwork, a copy of which is attached hereto for reference as Addendum B. ADW will review the application paperwork and determine if the proposed use of the Dog and the proposed Handlers are suitable and meet its criteria. Upon approval of the Handlers by ADW and receipt of the application fee and retainer, the proposed Handler and, if applicable, secondary Handler will be interviewed at ADW in Santa Fe, New Mexico. The interview process usually takes two days during which time ADW 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. ADW reserves the right to determine whether the proposed Handlers are suitable and qualified. Upon acceptance of the proposed Handlers they will be identified in Addendum A hereto.

3. **Dog Match.** Upon acceptance by ADW of the proposed Handlers following the interview process, the dog match process begins. This process will require at least two visits to the ADW office for interviews to assess potential matches. Sometimes this process may require additional visits to complete the process. If for any reason there is a Handler change this process must be repeated from the beginning. At the conclusion of the dog match process ADW and the Client designate Jessica Mimnaugh as the primary Handler of the Dog and Danielle Troup as the secondary Handler of the Dog (“Handlers”). Handlers agree to be bound by the terms of this Agreement except that Handlers are not responsible for the payment obligation described in Paragraph 4 below. Handlers are also responsible for compliance with the terms of the Handler Agreement and Dog Bill of Rights attached hereto, which describes the Handler responsibilities and commitment to the care of the Dog. Client shall maintain a qualified Handler and, if necessary, secondary Handler on its staff at all times. Each Handler must complete the Handler Selection and Dog Match process. ADW and Client agree that the primary services that the Dog is to perform for Client (or persons to whom Client renders services) are Courthouse Facility Dog [describes].

4. **Client & Handler Training.** In Client Placement Training, 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 observation skills, positive reinforcement methodologies, and problem solving skills necessary to manage their dog in all working environments. ADW instructors will explain issues of public access concerning the Dog, along with the Handlers’ responsibilities in their working environments. Client Placement Training will occur at times agreed upon by Client and ADW. The Dog will be placed with Client _____ [upon Handlers’ successful completion of Client Placement Training]. Generally, training lasts between _____ and _____. This is intensive training and the amount of time required to complete it may vary. Therefore, the date and timing of the Client Placement Training may change depending on whether the dog is ready to be placed. ADW has the sole discretion to determine the placement date and whether the dog is ready to be placed. In Client Placement Training sessions, Client agrees to:

- a. Come to class prepared each day;
- b. Practice the exercises learned in class with the Dog;
- c. Use the humane training methods and tools Client/Handler will learn;
- d. Raise and discuss any questions or concerns with the ADW instructor;
- e. Focus on class content and learning assistance dog handling skills and not on personal issues; and,
- f. Keep the Dog on a leash at all times when in class or out in public unless otherwise instructed.
- g. Client/Handler will be required to pass the Assistance Dogs International Public Access Test before receiving an ADW vest and Handler card.

In advance of the actual placement of Dog with its Handler, ADW will provide the Client with a list of requirements such as facilities or supplies required for on-site training, timeline and expectations of such training, required visits to work sites and Handler's homes.

5. **Training of Any Replacement Handlers.** In the event that either of the Handlers ceases to be employed by Client for any reason, ADW and Client will jointly work to approve a replacement Handler through the Handler Selection and Dog Selection processes described above. Client agrees to pay ADW for the Client Placement Training to that replacement Handler in advance of the training at its usual and customary charge for training plus expenses. [ADW acknowledges that sometimes Handler changes are necessary and will work with Client in the event of a change. However, because any change in Handler is stressful for the Dog there should be no more than one Handler change during the Dog's working life. ADW reserves the right to fully assess the proposed Handler and assess whether the Dog will be able to continue following any change.]

6. **Payment and Placement Retainer.** In order for all parties to budget, upon execution of this agreement Client shall pay ADW Twelve Thousand dollars (\$12,000.00) as a retainer for ADW's fees for services under this Agreement. This retainer includes the Handler Selection, Dog Match, Client Placement Training for the Handlers designated in Addendum A. This retainer is an advance or deposit, which will be held in trust by ADW and applied as ADW's fees and charges are incurred. ADW will provide an invoice on a regular basis showing the withdrawal of funds from the retainer as services are rendered. Client shall also pay ADW Two Thousand dollars (\$2,000.00) as a cost retainer against costs incurred by ADW during the site preparation and home visits. If at the end of the placement there are any funds remaining in the cost retainer those funds will be refunded to Client. If there are charges in addition to the retainers such as charges for additional site visits, replacement Handler training or additional on-site training ADW will estimate such costs and request a separate retainer at that time. By signing this agreement Client authorizes ADW to withdraw amount from the retainer to pay for the fees and costs described above.

7. **Client Costs.** All costs such as travel, lodging meals etc. incurred by the Client as the result of the Handler interviews, dog match process, training, placement and attendance at the ADW graduation ceremony or Public Access Tests are the sole responsibility of the Client. ADW will be happy to assist the Client in estimating these costs for their budget purposes.

8. **ADW remains the Owner of the Dog. Client is Custodian.** Client understands and acknowledges that ADW shall retain ownership of the Dog at all times and, upon placement of the Dog with Client, Client is the custodian of the Dog. [See item #11 Limited Agreement to Replace the Dog]

6. **Client & Handlers Provide Primary Care.** Upon physical placement of the Dog with Client, Client agrees to be financially and morally responsible for the Dog's wellbeing and primary care including but not limited to the following:

a. Providing the Dog with good health care, which includes taking the Dog to a veterinarian at least once a year for a complete health checkup as well as for

booster shots, heartworm tests, and any required or recommended vaccinations or medication or teeth cleaning. Client will provide annual veterinary records to ADW through the working life of the Dog in compliance with Assistance Dogs International and ADW standards.

If the Dog becomes sick or injured, Client will take the Dog to a veterinarian immediately and will notify ADW immediately in writing of any illness or injury requiring veterinary care. Upon such notification, Client will consult with ADW and at ADW's request will have the Dog examined and treated by a veterinarian of ADW's choice. Client remains responsible for paying all veterinary fees.

b. Providing for the Dog's needs and properly feed, groom, and exercise the Dog. It is extremely important for working dogs to maintain a proper weight. Client and Handler will be provided with an ideal weight for the Dog in writing and will be required to weigh the Dog on a monthly basis and report the Dog's weight in writing to ADW on a monthly basis for the first year; or more often if requested or if the Dog weighs more than five pounds over the ideal weight.

c. At the time of the placement Client will provide ADW with a proposed work schedule for the Dog. For the first three months (90 days), the Dog should not work or should be given a very light workload of not more than two hours per day. ADW must approve the proposed work schedule. The first three months with the Handler is a critical bonding period and the Handler should not travel, without the Dog, with the Dog or leave it in respite care. The Client should check in on at least a yearly basis to discuss and determine if the schedule should be adjusted for the Dog's age, level of stress or other factors. Client is responsible for adhering to that schedule. Client will monitor and immediately report any signs of overwork or stress on the part of the Dog to ADW in writing.

c. Practice obedience and skill training with the Dog every day, as taught by the ADW trainers.

d. Ensure that the Dog has a happy and stable home environment where it can live and sleep in Handlers' home (house, apartment, etc.) Never allow the Dog to run loose outside unless in a fenced area.

e. Handlers may not leave the Dog alone in any motor vehicle unless it is a certified K9 vehicle with proper temperature control, crate, and other canine-centric accessories including alarms for theft and/or temperature control failure.

f. Always clean up after the Dog when out in public.

g. Keep the Dog under control, on a leash, and well behaved in public. If the person handling the Dog's leash is unable to hold the leash in a hand or attached to the peg of an electric wheelchair, a person so able will handle the Dog. The Dog's leash will never be fastened to unsafe or unstable locations (i.e., a manual wheelchair, walker, or outside posts).

- h. Pay for any injuries or damages to persons or property caused by the Dog.
- i. Never allow the Dog to be used for a purpose for which it has not been trained and prevent any use of the Dog for any experiments and/or cruel or illegal purposes.
- j. Allow any person not approved by ADW to act as a Handler or keep, house or care for the Dog.
- j. Have the Dog wear the ADW Vest provided to Client by ADW whenever the Dog is performing service for the Client or persons to whom the Client provides services.

9. **Regular Contact with ADW.** After the Dog is placed, Client agrees to maintain regular contact with ADW. Client and Handlers agree to call or write to ADW immediately if there are any concerns or problems with the Dog that Client cannot solve or if there is a change in the Dog's circumstances (including a change in Handler's home or life such as another pet, child, partner etc., change in the Dogs' duties, or significant change in the Dog's work hours or usage by Client. Following any report of concern or problem, ADW will recap the issue and provide a list of next steps to resolve the issue, which must be agreed to by the Client. The Client will report in writing on progress with such steps at any interval specified by ADW depending on the nature of the concern or problem. Client will promptly respond to all inquiries from ADW and for the first year of placement of the Dog with Client, Client will respond promptly to ADW's Monthly Client Surveys; and, for thereafter, Client will respond promptly to ADW's Annual Client Survey, as well as submit Annual Veterinarian records.

10. **ADW Right to Visit.** ADW personnel may visit Client, Handlers, and Dog at any time. Client will cooperate with any such visits and provide any and all information concerning the Dog or the Handlers to ADW upon request.

11. **Client as Ambassador.** Client understands that when the Dog is in public places, the Dog, Handler and Client are ambassadors for Assistance Dogs of the West and the service dog industry and must not deliberately cause a negative reflection. When the opportunity presents itself, Client agrees to use reasonable efforts to assist in educating the community, in a non-confrontational manner, on the benefits a person receives through the use of a service dog.

12. **Graduation.** At least one representative of Client will attend the ADW Graduation Ceremony scheduled for the Dog in recognition of the student trainers who helped ADW train the Dog. No Client shall be required to participate in other fund raising or public relations activities without their permission.

13. **Limited Agreement to Replace the Dog.** If the Dog suffers from or dies of genetic health problems as determined by a veterinarian selected by ADW, within one (1) year of placement, ADW shall provide Client with a new trained assistance dog without cost in a regularly scheduled process as a trained assistance dog suitable to Client becomes available. ADW has no obligation to replace the Dog if the Dog's death or illness is caused by any reason other than genetic health problems.

14. **Client's Primary Financial and Legal Responsibility; Covenant not to Sue.** ADW has trained the Dog but when Client takes physical possession of the dog, ADW is no longer financially or legally responsible for the Dog. Client and Handlers will not bring any action, lawsuit, or claim against ADW and/or any of its agents, representatives, volunteers, employees or anyone otherwise connected with ADW, if the Dog causes injuries or damages to persons or property; develops problems with obedience and/or skill training, or for any other reason. If an outside person or firm brings legal action against the Client and ADW, the Client will assume all financial responsibility for ADW's legal fees.

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

16. **Return of the Dog to ADW.** While it is the goal of ADW and Client that the placement of the Dog with Client be long term and possibly permanent, ADW has the right to immediate possession of the Dog upon demand to Client if ADW determines, in its sole discretion, that such return is in the best interests of the Dog. Reasons that ADW may elect to take immediate possession of the Dog include, but are not limited to:

- a. Failure of Client and/or Handlers to properly care for the Dog as required by Paragraph 6 of this Agreement;
- b. Failure to provide information or reports as required by ADW;
- c. Use of the Dog for purposes other than those described in the last sentence of Paragraph 1 above;
- d. Handler ceases to work for Client and/or handle the Dog, ADW at its sole discretion, determines that Client does not have an adequate replacement Handler;
- e. Change in management at Client (which, if Client is a governmental agency, includes changes in administration resulting from an election, appointment, retirement, or similar changes);
- f. Change in Client's mission; or in the specified work for which the Dog is used.
- g. If applicable, failure to comply with any remedial measures required by ADW pursuant to Paragraph 17 below.

17. **Optional Remedial Measures.** In lieu of taking immediate possession of the Dog as provided in Paragraph 16 above, ADW, in its sole discretion, may require Client to take specified remedial actions. If those remedial actions involve any additional, supplemental, or

remedial training by ADW, Client shall pay for such training in advance at ADW's then current rates for such training, plus expenses. A determination by ADW to require remedial measures by Client on one occasion does not obligate ADW to require remedial measures by Client on any other occasion in which ADW is otherwise permitted to take immediate possession of the Dog.

18. **Client Self-Determines it Cannot Keep the Dog.** In the event that Client's circumstances change and he/she is unable to keep the Dog, Client shall immediately notify and return the Dog to ADW or consult with ADW on the appropriate change of Handler. Client agrees that it shall not sell or give the Dog to anyone other than ADW and shall not abandon the Dog.

19. **ADW Logo Cape or Vest.** ADW will provide Client a vest or cape with ADW's logo upon placement of the Dog with Client. That vest or cape must be returned to ADW upon ADW's request.

20. **Retirement of the Dog.** Assistance 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 Dog and discuss a timeline for finding a successor dog if desired, due to the time required to select and train any subsequent dog. Client and ADW will confer when the Dog turns five regarding the Dog's anticipated retirement from active work as an assistance dog. At that time they may discuss alterations in work schedule or other alternatives. Client and ADW will confer every year thereafter or more frequently if the Dog shows signs of aging or stress. ADW retains the sole discretion to decide when the Dog shall retire. When ADW, in its sole discretion, determines that it is time for the Dog to retire and if the Dog is still placed with Client, ADW will give the Handler the first option to take possession of the Dog in retirement.

21. **Governing Law; Mandatory Venue.** The interpretation and performance of this Agreement shall be governed by the law of the State of New Mexico. In the event any lawsuit is filed related to this Agreement, venue shall be in New Mexico state district court in Santa Fe County, New Mexico. Client and Handlers all agree unequivocally to submit to venue and the jurisdiction of New Mexico state district court in Santa Fe County, New Mexico for any lawsuits brought pursuant to this Agreement.

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

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

Linda Milanesi, CEO/President

505-986-9748

linda@assistancedogsofthewest.org

Jill Felice, Founder/Senior Vice President

505-986-9748

info@assistancedogsofthewest.org



Notice to Client from ADW shall be made to the following person:

Jessica Mimnaugh, Victim Witness Supervisor, (209)742-7441, jmimnaugh@mariposacounty.org



[name, title, contact info]

Agreed to by the undersigned this _____ day of 12/16/2021, 20__:

Mariposa County District Attorney's Office("Client")

By: 

Name: Walter W. Wall
Title: District Attorney

Primary Handler:

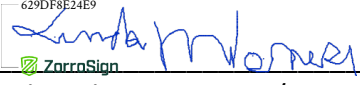



Name: Jessica Mimnaugh

Secondary Handler:

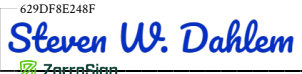


Name: Danielle Troup

Assistance Dogs of the West

By: 

Linda Milanesi, its CEO/President

Approved as to Legal Form:



Steven W. Dahlem, County Counsel
Mariposa County

Date 12-14-21


The ADW Courthouse/Facility Dog's Bill of Rights

As the handler of a courthouse/facility dog, I will:


- Obtain my dog's consent to participate in the work
- Provide gentle training to help my dog understand what they are supposed to do
- Be aware and considerate of my dog's perception of the world
- Not leave my dog with another handler in another house for the first 90 days (3 months.) Six months is best to relieve my dog's anxiety, and help with my dog's transition.
- Give my dog three months to adapt to the new work environment before adding a case load
- Keep my dog's best interest in mind while working with the secondary handler.
- Coach the secondary handler how to work effectively with my dog to provide a successful outcome.
- Guide the client, staff, and visitors to interact with my dog appropriately
- Focus on my dog as much as the client, staff, and visitors
- Pay attention to my dog's nonverbal cues
- Take action to reduce my own and my dog's stress
- Support my dog during interactions with the client
- Protect my dog from overwork, and be their advocate
- Give my dog ways to relax after sessions or provide a day off
- Provide my dog a well-rounded life with nutritious food, medical care, physical and intellectual exercise, social time, and activities beyond work
- Play with my dog when we are at work and at home
- Respect my dog's desire to retire from work when they think it is time, even if it is earlier than I think.

As the secondary handler of a courthouse/facility dog, I will

- Practice and reinforce the skills necessary to work effectively with the courthouse/facility dog
- Report behaviors to the primary handler ASAP.

629DF8E24CC

 ZorroSign

Primary Handler

629DF8E24E0

 ZorroSign

Secondary Handler

629DF8E24B9

 ZorroSign

Supervisor

629DF8E24F4

 ZorroSign

Assistance Dogs of the West

Approved as to Legal Form:

629DF8E249A

 ZorroSign

Steven W. Dahlem, County Counsel

ADW builds successful working partnerships between clients and dogs that empower people and open doors to new opportunities.