



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/17/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Assistance Dogs of the West

***Project Title/Description:**

Courthouse Dogs Program

***Purpose:**

The purpose of this amendment is to extend the time period for one year, from September 30, 2019 through September 30, 2020 and to add funding by \$8,700.00 which increases the maximum payment amount to \$36,500.00. The Scope of Services is replaced with the attached Exhibit A1 (5 pages) for the 2019-2020 contract year.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

***Program Goals/Predicted Outcomes:**

Pima County Attorney's Office has a six year relationship with Assistance Dogs of the West (ADW). They selected and trained our two previous Courthouse service dogs and understand the dynamics of our office and of the Southern Arizona Children's Advocacy Center (SACAC) where they also provide support services for children who have been victimized. ADW provision of Professional Training of our handlers will reinforce the dog handler's knowledge of the job that will help to improve the uses of the courthouse dogs in various settings necessary to continue to enhance this program to serve the victims of crime. Our two current Courthouse Dogs, Blake and Russel are being retired.

***Public Benefit:**

Victims of Crime, especially children and special need individuals, will benefit from interaction with the court house dogs during crisis intervention, investigations, court proceedings, and during the entire legal process. Courthouse facility dogs play a crucial role in easing stress felt by children and other crime victims such as domestic violence victims in the criminal justice system.

***Metrics Available to Measure Performance:**

Pima County Attorney's Office will be reviewing and approving invoices to monitor services provided under this agreement required to meet the needs of the projects.

***Retroactive:**

Yes, due to delays in scope of work negotiations with the vendor, we were unable to get this contract amendment on previous Board of Supervisors Meeting schedules.

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 19*245Amendment No.: (#1) AMS Version No.: 3Effective Date: 09/30/2019 New Termination Date: 09/30/2020

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 8,700.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** PCA Anti Racketeering FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Nancy NaresDepartment: Pima County Attorney's OfficeTelephone: 520-724-8582Department Director Signature/Date: David Smith 3/4/20

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. Delaney 3/4/2020
(Required for Board Agenda/Addendum Items)

Pima County Attorney's Office

Project: Courthouse Dogs Program

Contractor: Assistance Dogs of the West
P.O. Box 31027
Santa Fe, NM 85794

Contract No.: CT-PCA-19*245

Contract Amendment No.: One (1)

PROFESSIONAL SERVICES AMENDMENT NO. ONE (1)

1. PARTIES, BACKGROUND AND PURPOSE.

- 1.1. On November 6, 2018, Pima County ("County"), a body politic and corporate of the State of Arizona, and Assistance Dogs of the West ("Contractor") entered into the above-referenced contract for the provision of Assistance Dogs to the Pima County Attorney's Office to aid the victims of crime during the criminal trial process ("the Program").
- 1.2. The working life of an assistance dog is shorter than its natural life and, as dogs are retired from service, it is necessary to bring new dogs into the Program and ensure that both the dog and the handlers are compatible and trained for maximum efficiency and effectiveness and the health of the dog.
- 1.3. The Parties have continued to work together for the Program in compliance with the terms of the Contract. It is, therefore, appropriate to extend the term retroactively for an additional year of service.
- 1.4. The Southern Arizona Children's Advocacy Center (CAC) retains a member of its staff to be trained and act as a secondary handler for the dog assigned to PCAO and, agrees to abide by the terms and conditions set forth in Exhibit A1 of this Amendment.

2. TERM – SECTION 2. County exercises the first (1st) of four available one year extension options. This Contract will terminate on **September 30, 2020**.

3. SCOPE OF SERVICES – SECTION 3. The Scope of Services is replaced with the attached **Exhibit A1** (5 pages) for the 2019-2020 contract year.

4. COMPENSATION AND PAYMENT – SECTION 5.

- 4.1. Rates/Adjustment. County will pay Contractor at the rates set forth in **Exhibit B1**, for the services set forth in **Exhibit A1**.
- 4.2. Maximum Payment Amount. The NTE Amount is increased to **\$36,500.00**.

5. ISREAL BOYCOTT CERTIFICATION – SECTION 25 is deleted and replaced with the following:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6. SCOPE OF WORK.

- 6.1. EXHIBIT A is replaced with Exhibit A1 attached to this Amendment No. 1.
6.2. EXHIBIT B is replaced with Exhibit B1 attached to this Amendment No. 1.

This amendment is effective on September 30, 2019.

All other provisions of this Agreement, not specifically changed by this amendment, will remain in effect and be binding upon the parties.

PIMA COUNTY

Chairman, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:

Brian Lawless 2/12/2020
Pima County Attorney's Office Date

APPROVED AS TO FORM:

Karen S. Friar
Karen S. Friar, Deputy County Attorney

CONTRACTOR

Linda Milanesi

Authorized Signature

Linda Milanesi

Printed Name & Title

Date: 2/25/20

Southern Arizona Children's Advocacy
Center

Marie Fordney
Authorized Signature

Marie Fordney Executive Director
Printed Name & Title

Date: 2/25/20

SCOPE OF WORK

1. **ADW Activities.** ADW will

- 1.1. Train an assistance dog to work with children and adult victims of crime during interviews and trials ("the dog"). The dog must meet at least the minimum standards for Assistance Dogs in Public established by Assistance Dogs International and have specific proficiency in the courtroom setting.
- 1.2. Work with the dog and primary handler, Nicole Vigil of PCAO, and secondary handler, Emily Wall of CAC, (collectively "Handlers") to ensure that Handlers and the dog are suitably matched for the given facilities, environment and work styles.
- 1.3. Provide on-site training with Handlers and the dog. Training is expected to last approximately seven (7) days, but the actual duration will depend on the needs of the dog and Handlers. Training will include skills necessary to manage the dog in all working environments. Topics include, but are not limited to:
 - 1.3.1. The theoretical concepts and a working knowledge of service dog training and handling skills;
 - 1.3.2. Observation skills;
 - 1.3.3. Positive reinforcement methodologies;
 - 1.3.4. Problem solving;
 - 1.3.5. Issues of public access; and handler responsibilities; and
 - 1.3.6. Any other topics required for the primary handler to pass the Assistance Dogs International Public Access Test.
- 1.4. Provide, in writing:
 - 1.4.1. The appropriate work schedule for the dog;
 - 1.4.2. Any restrictions, or special requirements, including ideal weight, for the dog; and
 - 1.4.3. Appropriate adjustments to the work schedule, restrictions or special requirements, upon request of PCAO.
- 1.5. In the event that either of the handlers leave employment, work with PCAO to approve a replacement handler and dog. ADW's handler selection and dog selection processes will be used for this purpose.
- 1.6. If within one (1) year of placement, the dog suffers from or dies of genetic health problems, as determined by a veterinarian selected by ADW, provide a new trained assistance dog at no cost to PCAO.
- 1.7. In its sole discretion, determine whether or not the dog requires training in addition to that provided pursuant to paragraph 1.5 above and provide such training.

2. **PCAO Activities.** Having worked with ADW in the selection of the Handlers, PCAO will:

- 2.1. Maintain a qualified primary handler on staff and, if necessary, secondary handler on staff or from an affiliate agency, at all times and ensure that Handlers are aware of and comply with:
 - 2.1.1. All terms of this Agreement related to the dog; and
 - 2.1.2. The Handler Agreement and Dog Bill of Rights attached as **Exhibit C1** to this Amendment No. 1.

- 2.2. Ensure that Handlers adhere to the following requirements for Client Placement Training sessions:
 - 2.2.1. Come to class prepared each day;
 - 2.2.2. Practice the exercises learned in class with the dog;
 - 2.2.3. Use the humane training methods and tools being learned;
 - 2.2.4. Raise and discuss any questions or concerns with the instructor;
 - 2.2.5. Focus on class content and learning assistance dog handling skills; and
 - 2.2.6. Keep the dog on a leash at all times when in class or out in public, unless otherwise instructed.
- 2.3. Be financially and morally responsible for the dog's well-being and primary care. PCAO and the primary handler will:
 - 2.3.1. Provide the dog with good health care, which includes:
 - 2.3.1.1. At least an annual health checkup;
 - 2.3.1.2. Required or recommended vaccinations and booster shots;
 - 2.3.1.3. Heartworm tests;
 - 2.3.1.4. Required or recommended medications; and
 - 2.3.1.5. Annual teeth cleaning.
 - 2.3.2. Provide annual veterinary records to ADW throughout the working life of the dog.
 - 2.3.3. Obtain immediate veterinary care if the dog becomes sick or is injured;
 - 2.3.4. Immediately notify, via e-mail, of any illness or injury which required veterinary care and, if requested by ADW, have the dog examined and treated by a veterinarian chosen by ADW. PCAO will be responsible for the costs of such care.
 - 2.3.5. Properly feed, groom and exercise the dog, ensuring that dog maintains the proper weight as identified by ADW. Weigh dog monthly for the first year and report weight, in writing, to ADW. Weigh more frequently, if requested by ADW or if the dog weighs more than five (5) pounds over the ideal weight as identified in writing by ADW pursuant to paragraph 1.4.2 above.
 - 2.3.5.1.
 - 2.3.6. Follow written work schedule for the dog provided by ADW pursuant to paragraph 1.4.1 above.
 - 2.3.7. Contact ADW annually to discuss the work schedule and determine if adjustments are necessary given the dog's age, level of stress or other factors.
 - 2.3.8. Ensure that the dog wears the ADW vest whenever performing services.
 - 2.3.9. Monitor and immediately report, in writing, when Handler believes the dog is showing any signs of being overworked or stressed.
 - 2.3.10. Practice obedience and skill training every day, as taught during training sessions;
 - 2.3.11. In public:
 - 2.3.11.1. Always clean up after the dog; and

- 2.3.11.2. Keep the dog under control, on a leash, and well-behaved. If the handler is unable to hold the leash in a hand or attached to the peg of an electric wheelchair, a person who is able will handle the dog.
- 2.3.12. Ensure that the dog has a happy and stable home environment, living and sleeping in the primary handler's home.
- 2.3.13. Never:
 - 2.3.13.1. Fasten the dog's leash to an unsafe or unstable location (i.e. a manual wheelchair, walker or outside post);
 - 2.3.13.2. Allow the dog to run loose outside, unless in a fenced area;
 - 2.3.13.3. Leave the dog in any motor vehicle, except a certified K9 vehicle with proper temperature control, crate and other canine-centric accessories, including alarms for theft and temperature control failure;
 - 2.3.13.4. Allow the dog to be used for a purpose for which it has not been trained or allow the dog to be used for any experiments and/or cruel or illegal purposes; and
 - 2.3.13.5. Allow any person not approved by ADW to act as a handler or keep, house or care for the dog.
- 2.4. Confer with ADW regarding:
 - 2.4.1. Any personnel changes that impact the program or management of the primary handler; and
 - 2.4.2. Any performance issues related to the Handlers and the dog.
- 2.5. Comply with any specified remedial actions ADW determines, in its sole discretion, is appropriate for the dog and Handlers. PCAO will be responsible for any costs associated with remedial actions.
- 3. **CAC Activities.** CAC will:
 - 3.1. Maintain a qualified secondary handler on staff and ensure that the secondary handler is aware of and complies with:
 - 3.1.1. All terms of this Agreement related to the dog;
 - 3.1.2. The Handler Agreement/Dog Bill of Rights attached as **Exhibit C1** to this Amendment No. 1; and
 - 3.1.3. All requirements set forth in paragraph 2.3 above.
 - 3.2. Ensure that secondary handler adheres to the following requirements for Client Placement Training sessions:
 - 3.2.1. Come to class prepared each day;
 - 3.2.2. Practice the exercises learned in class with the dog;
 - 3.2.3. Use the humane training methods and tools being learned;
 - 3.2.4. Raise and discuss any questions or concerns with the instructor;
 - 3.2.5. Focus on class content and learning assistance dog handling skills; and
 - 3.2.6. Keep the dog on a leash at all times when in class or out in public, unless otherwise instructed.

- 3.3. When secondary handler is responsible for the dog, ensure that the secondary handler provides all of the same care set forth in this Amendment A, including providing all notices to ADW and PCAO regarding the health or training needs of the dog.
- 3.4. Not be financially responsible for the care of the dog, unless costs are incurred because of negligence or other direct actions of the secondary handler.

4. CONTACT BETWEEN PARTIES.

- 4.1. After placement of the Dog, PCAO and ADW will maintain regular contact regarding the health, well-being and behavior of the Dog.
- 4.2. During the first year of the Dog's placement, PCAO will promptly respond to ADW's inquiries and complete ADW's Monthly Client Surveys.
- 4.3. After the first year of the Dog's placement, PCAO will complete ADW's Annual Client Survey and submit Annual Veterinarian records.
- 4.4. In addition to the required notifications set forth in Section 2 above, PCAO will contact ADW immediately (via phone call or e-mail) if:
 - 4.4.1. There are any concerns or problems that PCAO cannot solve;
 - 4.4.2. There is a change in Handler's home life (such as another pet, child or partner);
 - 4.4.3. The Dog's duties change;
 - 4.4.4. There is a significant change in the Dog's work hours or usage.
- 4.5. ADW will recap the reported issue and provide a written plan to resolve the issue. If PCAO agrees, the plan will be implemented and PCAO will report to ADW on progress.
- 4.6. CAC will provide PCAO and, if requested by PCAO, ADW with notice of any changes in the dog required of PCAO under this Exhibit A1.

5. ACKNOWLEDGEMENTS. PCAO acknowledges that:

- 5.1. The continued care and training of an assistance dog requires constant vigilance with respect to the needs of the dog and that such care, during the working life and of the dog and beyond, must be provided in accordance with the standards of ADW and Assistance Dogs International.
- 5.2. ADW retains ownership of the dog at all times and PCAO serves as the dog's custodian.
- 5.3. When in public:
 - 5.3.1. The dog, Handlers and PCAO are ambassadors for ADW and the service dog industry and must not deliberately cause a negative reflections; and
 - 5.3.2. It is appropriate and expected to use reasonable efforts to assist in educating the community, in a non-confrontational manner, on the benefits of using a service dog.
- 5.4. It will send at least one representative to attend the ADW Graduation Ceremony.
- 5.5. ADW has the right to immediate possession of the dog upon demand, if ADW determines that, in its sole discretion, such return is in the best interests of the dog.

6. RETURN OF THE DOG.

- 6.1. In the event that circumstances change and PCAO determines it is unable to keep the Dog, PCAO will immediately either:
 - 6.1.1. Consult with ADW on an appropriate change of Handler; or
 - 6.1.2. Notify and return the Dog to ADW
- 6.2. PCAO will not sell or give the Dog to anyone other than ADW and will not abandon the Dog.

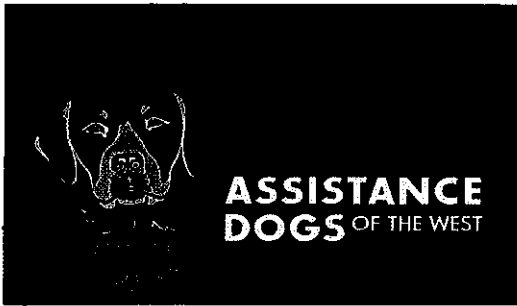
END OF EXHIBIT A1

COMPENSATION AND PAYMENT

PCAO will pay ADW pursuant to the following:

ACTIVITY DESCRIPTION		UNIT AMOUNT	TOTAL
Six (6) day on-site Handler training	With Katie Lawler & Baja	\$750.00	\$1,500.00
	With Emily & extra dog	\$750.00	
	With Nicole Vigil & Arrow	-0-	
	With Kristen Fitzpatrick	-0-	
Extra dog for Handler training		\$1,000.00	\$1,000.00
Two (2) day Handler training with Jill (September 2019)		-0-	-0-
Placement of Courthouse/Facility Dog Arrow		-0-	-0-
Travel Expenses for two (2) trainers	Pick up Jones (February 2019)	-0-	\$4,328.48
	Airfare	\$1,175.92	
	Rental vehicle (one week)	\$805.40	
	Meals for trainers at cost	\$450.34	
	Parking	\$38.12	
	Lodging	\$1,858.70	
Follow-up assistance by video, phone or on-site visit		\$1,121.52	\$1,121.52
Local trainer for on-site assistance for behavioral issues or training modification		\$150.00	\$750.00
TOTAL COSTS			\$8,700.00

END OF EXHIBIT B1



Date _____

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.

 Primary Handler

 Supervisor

 Secondary Handler

 Supervisor

 Assistance Dogs of the West

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

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assistedogsofthewest.org