THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number 22-213

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey
Telephone Number 387-5779

Contractor Working Dogs for Warriors, Corp.
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Briefly describe the general nature of the contract:
This is an Adoption/Donation Agreement with Working Dogs for Warriors, Corp. a non-profit corporation, to provide two service dogs dedicated to helping San Bernardino County Fire Protection District employees in its Peer Support Program, which Adoption/Donation Agreement will remain in effect while the service dogs are in the custody of the San Bernardino County Fire Protection District.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Scott	►	►
Scott Runyan, Supervising Deputy County Counsel		Dan Munsey, Fire Chief/Fire Warden
Date 3/8/22	Date	Date

WORKING DOGS FOR WARRIORS

Adoption/Donation Agreement

This document is the inclusive Agreement between Working Dogs For Warriors, Corp. (hereinafter referred to as "WDFW") and the San Bernardino County Fire Protection District (hereinafter referred to as "Adopter") for the adoption and donation of two designated Working Dogs. The following is the entirety of the Agreement by which the preceding Parties (WDFW and the Adopter) are bound.

Recitals.

1. WDFW agrees to provide two K-9 Service Dogs. Microchip ID numbers on file with Adopter and WDFW to the Adopter at no cost with the express agreement that the canines will be utilized as Support K9s on the Adopter's Peer Support Team.

2. The Parties agree that the designated Adopter handlers would be selected after an interview process which includes WDFW Lead Trainer.

3. The K-9 Service Dogs will continue training at Working Dogs for Warriors during their lifetime as per as defined in the "Service Dog Training Agreement," attached hereto.

4. While in Adopter's custody, Adopter agrees to care for K-9 Service Dogs. Should Adopter be unable to keep and care for K-9 Service Dogs, Adopter expressly agrees they will not give them up or relinquish them to any person, group or shelter, nor will they euthanize them without first contacting WDFW for approval. If WDFW does not agree, Adopter expressly agrees to return the animals to WDFW to be re-homed in accordance with the terms of this contract.

5. If Adopter chooses to return the K-9 Service Dogs for any reason, Adopter agrees to contact WDFW via electronic mail at Info@WorkingDogsForWarriors.com and provide written documentation of any reasons for wishing to return the canines. Adopter agrees to discuss any issues with a designated representative of WDFW before returning the canines.

6. The Parties understand and agree that the returning of K-9 Service Dogs will impede the ability of WDFW to rescue additional animals. In the event Adopter decides to return K-9 Service Dogs, they understand that any return is conditional upon a space-available basis, and that they will be required to keep the canines in their custody on a foster basis until there is kennel space available at WDFW. If for any reason they are unable to keep K-9 Service Dogs in their custody, Adopter agrees to keep the canines in a licensed kennel facility at its expense or find an alternate foster home with the approval of WDFW until such time that kennel space is available at WDFW.

7. Adopter agrees that if they opt to return the designated canines to WDFW, Adopter will be responsible for personally transporting or arranging transport to return the canines to WDFW. Adopter also agrees that they will be responsible for any and all transportation costs associated with returning the canines to WDFW.

8. While K-9 Service Dogs in Adopter's custody, Adopter agrees to obtain and place on the canines a collar and identification tag which includes Adopter handler's current contact information, including name and phone number within 24 hours of adoption.

9. Adopter agrees to provide adequate food, shelter and care for K-9 Service Dogs while in Adopter's custody. Adopter agrees and understands that proper food, shelter and veterinary care will be costly and they are able to meet these requirements while K-9 Service Dogs are in Adopter's custody. Adopter understands that while K-9 Service Dogs are in Adopter's custody, Adopter will be responsible for any health problems of K-9 Service Dogs, and any veterinary care and expenses that may arise once the canines leave the custody of WDFW and while K-9 Service Dogs are in Adopter's custody.

10. Adopter agrees to contact the company issuing the microchips and have the chips transferred into Adopter's name within one week of adoption at Adopter's expense. Adopter also agrees to list WDFW as a secondary contact on the microchips.

11. Adopter agrees that if the adopted canines are not spayed or neutered (excluding for reasons related to age or a medical deferment), Adopter agrees to have the dogs altered at a designated veterinary facility approved and authorized by WDFW at WDFW's expense. Should Adopter choose to have the canines altered at another veterinarian of their choice, the surgery will be at expense of Adopter. Subsequently, Adopter agrees to provide proof of alteration to WDFW.

12. Adopter acknowledges that certain breeds of dogs (which may include the subject canine) may be subject to restrictions under the terms and conditions of the specified handler's homeowners' or renter's insurance policy or applicable rules, regulations or ordinances in the area. Adopter agrees to be solely responsible for abiding by any applicable restrictions and fully accept any responsibility for compliance thereto while K-9 Service Dogs are in Adopter's custody.

13. While K-9 Service Dogs are in Adopter's custody, Adopter agrees to release, hold harmless and forever discharge WDFW from any liability due to any failures of Adopter to comply with any laws, rules or regulations related to dog ownership associated with K-9 Service Dogs in the County, including but not limited to, leash laws, laws regarding stray animals, laws regarding licensing, laws regarding number of animals or boarding, and laws regarding dangerous dogs.

14. Adopter understands and acknowledges that previous temperament is not always an indication of future temperament. Adopter hereby agrees to release, hold harmless and forever discharge WDFW from liability should K-9 Service Dogs cause injury or damage to any person after its adoption from WDFW and while K-9 Service Dogs are in Adopter's custody.

15. Adopter hereby agrees to release, hold harmless and forever discharge WDFW from liability and responsibility should K-9 Service Dogs damage any property after its adoption from WDFW while K-9 Service Dogs are in Adopter's custody.

16. While K-9 Service Dogs are in Adopter's custody, Adopter agrees to inform WDFW of all Adopter address changes and provide updated Adopter contact information including phone numbers and/or e-mail addresses.

17. Adopter shall perform a home check on the handlers to confirm proper care and treatment of K-9 Service Dogs at the handlers' home.

18. Adopter understands and acknowledges that K-9 Service Dogs are intended to be Support K9s and will continue trainings with WDFW as defined in the "Service Dog Training Agreement," attached hereto.

19. The Parties understand and agree that WDFW may demand return of the subject canines for any violation of the terms of the contract.

20. The Parties execute this Agreement without reliance upon any statement or representation by anyone else except as set forth in this document. The Parties are of legal age and are legally competent to execute this Agreement. The Parties accept fully the responsibility therefore and execute this release after having read the Agreement. After having been advised and having the opportunity to discuss it thoroughly with a chosen representative, the Parties understand its provisions and enter into this Agreement voluntarily.

21. In the event that any dispute shall arise between the Parties resulting from the construction, interpretation, enforcement or any other aspect of this Agreement, the Parties hereby agree to arbitrate the matter pursuant to California Laws within the jurisdiction of San Bernardino County. The parties agree to arbitrate before an arbitrator employed by JAMS. Each Party to bear their own costs.

22. Facsimile signatures are as valid and shall be given the same effect as original signatures.

23. This Agreement shall remain in effect from the date it is signed and approved by both parties and shall remain in effect while the K-9 Service Dogs are in Adopter's custody.

By signing below, all Parties acknowledge that they read, understand, and agree to all of the terms and conditions listed above.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email 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 Agreement upon request.

- Description of the Service Dogs being adopted, including. Microchip ID numbers are on file with Adopter and WDFW.

END

Michael Welsh

Date: 11/24/2021

Michael Welsh, President
Working Dogs for Warriors, Corp.

Name: Curt Hagman, Chairman
For ***San Bernardino County Fire Protection District***

Date: MAR 1 5 2022

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By _____
Deputy