

FULTON COUNTY, GEORGIA

FORM MEMORANDUM OF AGREEMENT FOR THERAPY ANIMAL PROGRAMMING WITHIN THE FULTON COUNTY LIBRARY SYSTEM

This Memorandum of Agreement (hereinafter referred to as “Agreement”) with an effective date of _____ is being entered into by and between _____ (hereinafter referred to as “_____” or “Contractor”), located at _____, and Fulton County, Georgia, by and through the Fulton County Library System, with its principal offices located at 141 Pryor Street S.W., Atlanta, Georgia 30303 (hereinafter “FCLS”); and collectively referred to as “Parties”.

I. Recitals and Purpose

Whereas, the FCLS seeks to enhance learning and reading skills for patrons and has found that bringing trained therapy animals and learners together enhances literacy goals and provides an incentive for participation, especially among the youngest early readers; and

Whereas, the Contractor provides training, certification, and programming for Volunteers and therapy pets, and seeks to serve the community by adding incentives and enjoyment for readers and other learners through interactions with therapy animals in the learning environment; and

Whereas, the Parties seek to work together to reach their goals to improve literacy and enhance the enjoyment of patrons involved with the FCLS.

Therefore, the purpose of this Agreement is for the Contractor to provide animal-assisted literacy mentoring (the “Program”) or other similar services for patrons of the FCLS at approved FCLS facilities.

II. Term/Termination/Suspension

The term of this Agreement is **DATE through DATE**, with annual options to renew for three (3) additional terms, for a final Agreement expiration date of _____, if not sooner terminated or not renewed.

This Agreement may be terminated for cause upon written notice and a reasonable opportunity to cure (the end date of which is provided in the written notice), at any time by either party for failure to perform any of the provisions herein or in the event a party has identified an unacceptable risk or emergency that requires termination. FCLS has the right to terminate this Agreement for convenience at any time upon written notice. Contractor has the right to terminate this Agreement without cause under the provision of this paragraph by providing 60 days’ written notice to FCLS.

The County may by written notice to the Contractor suspend at any time its services where it is determined that any portion of work is not progressing on schedule, being performed competently or to industry standards, or the activities is posing a danger to safety of the community or the workers or volunteers. Upon receipt of a suspension notice, the Contractor must:

1. Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
2. Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume the suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

III. Contractor's Responsibilities:

1. Provide Volunteers ("Volunteers") along with their trained and domesticated pets ("Therapy Animals") to FCLS to conduct animal-assisted literacy mentoring with patrons at FCLS locations on an as-scheduled basis as agreed by the Parties.
2. Warrant and agree that all Volunteers and the Therapy Animals they utilize have been certified through Contractor's established processes to ensure suitability for interactions with FCLS patrons, including but not limited to children, the elderly, and those with special needs with the understanding that there could be other animals in the vicinity, as FCLS ordinarily cannot prohibit the entry into an FCLS location of a service animal under Title III of the Americans with Disabilities Act.
3. Ensure that Contractor's certifications shall include components related to temperament tests and obedience training for the Therapy Animals, and Therapy Animal education and training for the Volunteers.
4. Ensure that all Volunteers have been informed that they must:
 - a. Complete a volunteer application and waiver provided by FCLS;
 - b. Submit to a criminal background check as part of the FCLS volunteer approval process;
 - c. Ensure Therapy Animals remain under the control of their affiliated Volunteer at all times while onsite at an FCLS location;
 - d. Provide the FCLS with the current vaccination records for all Therapy Animals participating in the Program, demonstrating that a licensed veterinarian has indicated that all required vaccinations are up to date;
 - e. Ensure that all Therapy Animals participating in the Program are clean and well-groomed, including coat, ears, teeth, and nails;
 - f. Ensure that each Volunteer and their Therapy Animal participating in the Program are clearly identified with tag and photo identification while at FCLS locations;
 - g. Maintain a 1:1 Therapy Animal to Volunteer ratio at all times;
 - h. Ensure that the Volunteers comply at all times with all relevant codes of conduct and policies and procedures, and undergo volunteer orientation if required by FCLS;
 - i. Ensure that Volunteers arrive on site in possession of all appropriate equipment for handling therapy animals, including but not limited to collars, leashes/leads, and cleaning supplies;

- j. Ensure that Volunteers are prohibited from and do not leave the FCLS premises with a minor patron, or are alone with a minor patron in a closed room;
 - k. Ensure that Volunteers do not bring a Therapy Animal to an FCLS location if the animal is showing signs of illness, skin lesions, aggression, or any health concerns or other behaviors or conditions that present a health or safety threat.
5. Ensure communication with FCLS about Program scheduling to ensure FCLS personnel and patrons are aware of when visits will occur and have advanced notice sufficient to allow the FCLS personnel to reserve rooms to use for the Program and to advertise and schedule participants; and
 6. Ensure that all Volunteers utilize only the entrances and exits designated by FCLS personnel when accompanied by their Therapy Animal and remain only in areas of the FCLS location approved by FCLS personnel.
 7. Immediately remove any Volunteer or Therapy Animal from the Program if requested by FCLS due to the behavior or other violation by the Volunteer or the Therapy Animal, provided that any individual Volunteer whose behavior was appropriate will not be restricted from future participation in the program in the event of an incident with a particular therapy animal as long as said Volunteer utilizes a different properly trained and certified therapy animal for future visits.
 8. Promptly notify FCLS in the event any Therapy Animal has been involved in an incident in which it displayed ill temperament, unruly behavior, or aggressive tendencies or acts, and remove that Therapy Animal from the program.

IV. FCLS' Responsibilities:

1. Complete at FCLS' expense a criminal background check and U.S. Department of Justice's National Sex Offender's Public Website screening for all individuals participating in the Program prior to allowing participation in the Program;
2. Provide a designated FCLS representative, to communicate with the Contractor and Volunteers on contract and program level issues and provide site liaisons for communications specific to each event, through the Branch Manager or their designee for each participating library site.
3. Advertise the upcoming events as appropriate in the sole determination of FCLS.
4. Provide a location in the participating library facility for the programming.
5. Manage the process for participant sign-up and communication with patrons and participants about program opportunities and changes in scheduling when necessary.
6. Provide Contractor and Volunteers with appropriate orientation, not only for general library policies and procedures but also (1) what to do if an incident occurs, (2) where animals may appropriately relieve themselves, etc.
7. Provide a staff person or persons to be present during visits, if agreed by the Parties in advance.
8. Participate in periodic de-briefing with Contractor teams after the session, as appropriate.
9. Communicate with Contractor in advance if there is a need to cancel or re-schedule any visits.
10. Notify Contractor if any problem occurs with any member of Volunteer team (person or animal).

The Parties' Mutual Responsibilities:

1. Each party agrees to maintain compliance with all Federal, State, and Local laws, ordinances, and regulations applicable to each in the performance of this agreement.
2. Each party agrees to adhere to the reasonable policies and procedures of the other party that may otherwise be applicable to the performance of this agreement.

V. Compensation for Services

FCLS will provide no compensation for services under this Agreement.

VI. Liability and Indemnification

County shall not be liable under this Agreement for any claim or any damages, including but not limited to special, consequential, or indirect damages, that may arise from or be related to Contractor's provision of Volunteers or volunteer services for the Program. Contractor shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expense from third-parties and Volunteers resulting solely from performance of work related to the Project, and shall indemnify and hold harmless Fulton County from all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of Contractor, its Volunteers and their animals, its employees, and its agents. Notwithstanding anything to the contrary contained in this Agreement, the Contractor's indemnity of Fulton County in this Section shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or contractors. Subject to the foregoing, each party agrees to be responsible for its own acts and omissions under this Agreement. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees or agents.

Contractor hereby agrees to defend, indemnify and hold harmless the County, its Board Members, directors, officers, employees, and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its Volunteers, their animals, its directors, officers, employees, subcontractors, successors, assigns or agents of the Contractor, or otherwise in connection with its acceptance, or the performance, or nonperformance, of Contractor's obligations under this agreement. The language of this indemnification provision survives the termination of this agreement.

VII. Insurance

Contractor shall provide or shall require each of its Volunteers to procure and maintain, either individually or through his or her national pet therapy organization, and keep in force and effect during the Agreement Term the following insurance coverages; comprehensive general liability

insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, and any other type of liability for which this Agreement shall apply with limits of liability on not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) policy aggregate.

In the event Contractor requires Volunteers to carry insurance to meet or supplement the foregoing requirements, Contractor must provide FCLS with evidence of each Volunteer's policy prior to providing the Volunteer to FCLS for programming.

The obligations for the Contractor to procure and maintain insurance, and to ensure that its Volunteers carry insurance pursuant to the requirements herein, shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with this Agreement.

Contractor shall provide written notice to FCLS promptly if it becomes aware of or receives notice from any insurance broker or company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are required to list Fulton County as an "Additional Insured." Contractor's insurance shall apply as primary insurance before any other insurance or self-insurance, including deductibles, non-contributory, and waiver of subrogation provided in favor of the Fulton County.

VIII. Nondiscrimination

The Parties agree to comply with federal and state laws, rules and regulations if applicable relative to non-discrimination in employment practices and provision of client services, because of political affiliation, religion, race, color, sex, handicap, age, or national origin.

IX. Miscellaneous Provisions

- (a) Severability. If any part of this Agreement is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Agreement shall remain in full force and effect.
- (b) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on this subject; it supersedes any prior Agreement or understandings between them oral or written, with respect to the matters addresses herein, all of which are hereby cancelled.
- (c) Waiver. Waiver of any term or condition of this Agreement shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. Nothing herein shall constitute or be considered a limitation upon or waiver of the parties' rights under all applicable laws of the State of Georgia.
- (d) No third party rights. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns. This Agreement is not intended to create any rights, interests, or benefits in third parties.

- (e) Assignment. This Agreement shall not be assigned or subcontracted without the prior expressed written approval of the Parties.
- (f) Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia, and the Parties agree that the proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.
- (g) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- (h) Independent Contractors. The Parties are independent contractors under this Agreement. Neither Party is an agent, employee or servant of the other.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date indicated to signify their acceptance of this Agreement between the Parties.

CONTRACTOR

BY:

FULTON COUNTY

Richard "Dick" Anderson, County Manager

Approved as to Content:

Fulton County Library System

APPROVED AS TO FORM:

Office of the County Attorney