

Agenda Items

Regular City Council Meeting

Meeting Date: 12/09/2013
TITLE: Boards & Commissions Appointments
PRESENTED BY: Tina Volek, City Administrator
Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and positions at term end.

ALTERNATIVES ANALYZED

- Council may:
- Confirm the proposed appointments; or
 - Not confirm the appointments.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Hanel recommends that Council confirm the following appointments: (Names of recommended appointees will be provided in the December 6 Friday Packet.)

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board*	01/01/14	12/31/16
2	Delmer Schmidt	Animal Control Board	01/01/14	12/31/17
3	Jeannette Vieg	Animal Control Board	01/01/14	12/31/17
4	No Applications	Animal Control Board	01/01/14	12/31/17
5	Christopher Cook	Bicycle & Pedestrian Advisory Comm	01/01/14	12/31/16
6	No Applications	Billings BID	01/01/14	12/31/17
7	No Applications	Billings BID	01/01/14	12/31/17
8	Mark Noennig	Board of Adjustments	01/01/14	12/31/17
9	Jeff Bollman	Board of Adjustments	01/01/14	12/31/17
10	James Olson	Board of Adjustments	01/01/14	12/31/17
11	Martin Connell	Board of Adjustments	01/01/14	12/31/17
12	Matthew McDonnell	Board of Adjustments	01/01/14	12/31/17
13	Frank Chesarek	Board of Adjustments	01/01/14	12/31/17
14	Paul Hagen	Board of Adjustments	01/01/14	12/31/17
15	No Applications	Board of Appeals - Electrical	01/01/14	12/31/17

16	No Applications	Board of Appeals - Builder	01/01/14	12/31/15
17	Thomas Dennis	Board of Appeals - Plumber	01/01/14	12/31/17
18	David Peterson	Board of Appeals - Architect	01/01/14	12/31/17
19	Herb Schiefelbein	Board of Ethics	01/01/14	12/31/17
20	Michele Zahn	Community Development - Low Mod	01/01/14	12/31/17
21	Neil Kiner	Community Development*	01/01/14	12/31/15
22	Robert Waller	Housing Authority	01/01/14	12/31/18
23	No Applications	Housing Authority	01/01/14	12/31/18
24	No Applications	Housing Authority Res Comm	01/01/14	12/31/14
25	Lita Pepion	Human Relations Board*	01/01/14	12/31/16
26	Richard Maciel	Human Relations Board*	01/01/14	12/31/15
27	Gwendolyn Kircher	Human Relations Board	01/01/14	12/31/17
28	Jennifer Quinn	Library Board	01/01/14	12/31/17
29	Bernard Rose	Library Board	01/01/14	12/31/17
30	Stella Fong	Library Board	01/01/14	12/31/17
31	Sue Bach	Library Board	01/01/14	12/31/17
32	No Applications	Mayor's Homelessness Lending*	01/01/14	12/31/16
33	Perry Roberts	Mayor's Homelessness Housing	01/01/14	12/31/17
34	Edward Arnold	Mayor's Homelessness Code/Law	01/01/14	12/31/17
35	No Applications	Mayor's Homelessness Faith Based*	01/01/14	12/31/14
36	Richard Lorenz	Parks, Recreation & Cemetery Board	01/01/14	12/31/17
37	Darwin George	Parks, Recreation & Cemetery Board	01/01/14	12/31/17
38	Tom Rupsis	Parks, Recreation & Cemetery Board	01/01/14	12/31/17
39	Mark Wahl	Parks, Recreation & Cemetery School Rep*	01/01/14	12/31/14
40	Dayton Rush	Parks, Recreation & Cemetery Board*	01/01/14	12/31/16
41	No Applications	Parking Advisory Board*	01/01/14	12/31/14
42	Edward Arnold	Parking Advisory Board	01/01/14	12/31/17
43	Paul Hagen	Parking Advisory Board	01/01/14	12/31/17
44	Joni Harman	Parking Advisory Board	01/01/14	12/31/17
45	Leticia Moore	Parking Advisory Board	01/01/14	12/31/17
46	No Applications	Planning Board - Ward I*	01/01/14	12/31/14
47	Patrick Klugman	Planning Board - Ward II	01/01/14	12/31/15
48	No Applications	Public Works Board	01/01/14	12/31/17
49	No Applications	Public Works Board	01/01/14	12/31/17
50	No Applications	Traffic Control Board*	01/01/14	12/31/14
51	Eugene Wade	Traffic Control Board	01/01/14	12/31/17
52	No Applications	Traffic Control Board	01/01/14	12/31/17
53	Nancy Curriden	Yellowstone Historic Board	01/01/14	12/31/15
54	Dennis Ulvestad	Zoning Commission*	01/01/14	12/31/15

1 Not filled in 01/01/13
21 Unexpired term of Cindy Sanders
25 Not filled in 01/01/13
26 Unexpired term of Claudia Stephens
32 Not filled in 01/01/13
35 Unexpired term of Adela Awner
39 Unexpired term of David Williams
40 Unexpired term of Rachael Cox
41 Unexpired term of Bruce Simon
46 Unexpired term of Zach Meyers
50 Unexpired term of Brent Krueger
54 Unexpired term of Bill Ryan

APPROVED BY CITY ADMINISTRATOR

Attachments

No file(s) attached.



CITY OF BILLINGS

CITY ATTORNEY'S OFFICE
P.O. BOX 1178
BILLINGS, MONTANA 59103

(406) 657-8205
FAX (406) 657-3067

MEMORANDUM

To: Mayor and City Council

From: Bruce McCandless, Assistant City Administrator ^{BM} and Brent Brooks, City Attorney ^{BB}

Re: December 9, 2013 City Council Regular Meeting-Consent Agenda Item
1(c)-minor changes to Animal Shelter Operations Agreement Between
Yellowstone Valley Animal Shelter (YVAS) and City

Date: December 5, 2013

Minor changes have been made to this Consent Agenda item since the December 9 Agenda Packet was distributed. Those minor changes are noted in the redlined/marked-up version attached to this brief memo. Changes are located on pages one, two and three of the Agreement. The YVAS is in Agreement with these changes. A clean version of this Agreement showing these minor changes attached here will be submitted to the Mayor for signature if the Council approves this new Agreement with the Yellowstone Valley Animal Shelter during the December 9, 2013, Regular City Council meeting.

attachment



OPERATION OF BILLINGS ANIMAL SHELTER AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**City**,” and **YELLOWSTONE VALLEY ANIMAL SHELTER, INC. (“YVAS”)** of 2619 Woody Drive, Billings, Montana 59102, hereinafter referred to as “**Contractor**.”

RECITALS

On September 22, 2008, the parties entered into the initial 2 year agreement, which specified for three 1-year options to renew. Upon renewal on September 26, 2011, the Agreement was extended to one 2-year option to renew that is the subject of this Agreement.

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Contractor as an independent contractor to continue to provide operations of the Billings Animal Shelter, located at 1735 Monad Road, and for placement of animals from the Shelter. These operations are more fully described in this agreement, Exhibit “A” Scope of Work, and Exhibit “B” YVAS Memorandum of Protocols, both attached hereto and by this reference made a part hereof.

2. Effective Date: This Agreement shall become effective, upon approval by the Billings City Council, for a period of two (2) years commencing on and retroactive to July 1, 2013, with one (1) two year option to renew by mutual agreement of both parties. The City of Billings will retain ownership of the Animal Shelter building and grounds ~~during the initial six (6) years of the contract (until July 1, 2016)~~, but will consider ~~allowing~~ a proposal to purchase the facility at its appraised value upon each renewal.

City Animal Control and Contractor shall continue cooperative occupation of the current Animal Shelter for the term of this contract.

Contractor shall provide to City one hundred twenty (120) days advance notice of Contractor's intent to negotiate a renewal of this Agreement and include the terms and amount of any proposed renewal, and the City shall respond within sixty (60) days.

3. Scope of Work: The Contractor shall perform the services as outlined in this agreement and Exhibits “A” and “B”, attached hereto and incorporated by reference. These

services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. Abbreviations and Definitions: For the purposes of this Agreement:

ACO – Animal Control Officer
BAS – Billings Animal Shelter
BPD – Billings Police Department
HSUS – Humane Society of the United States
Contractor – Yellowstone Valley Animal Shelter, Inc.

“Domestic animal” means any domesticated or tamed animal that is typically kept as a pet, including but not limited to: cats, dogs, rabbits, birds, ferrets, gerbils, hamsters, reptiles, and fish.

Undefined terms in this Agreement shall be interpreted consistently with the City of Billings’ Charter, the City’s Animal Control Regulations, and the City’s Animal Control Ordinances, and any amendments thereto.

5. Payment: Effective July 1, 2013, City agrees to pay Contractor for the work described in the Scope of Services at the following rates, to be billed to City and payable in 12 equal monthly installments:

~~Year 5~~ (July 1, 2013-June 30, 2014): Two Hundred Sixty Thousand, Five Hundred Fifty Two Dollars (\$260,552.00)

~~Year 6~~ (July 1, 2014-June 30, 2015): Two Hundred Sixty Thousand, Five Hundred Fifty Two Dollars (\$260,552.00), to be adjusted ~~to~~ by the CPI-Urban for the Western Region based on 2013 annual figures.

The parties acknowledge that as of the date of execution of this contract, there is a past due amount of Thirteen Thousand, Four Hundred Forty-two dollars and Sixty Two Cents (\$13,442.62), owed to YVAS under the previous Agreement. The parties agree the City shall be entitled to a 10% discount if that amount is paid within 60 days of the date of invoice, October 16, 2013.

Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

6. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

7. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all claims, losses, damages, judgments, expenses and litigation costs and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees Contractor, agents, employees, or volunteers, which result in personal injury or real or personal property damages or financial losses or damages to any person or entity including the City. For this purpose, Contractor shall provide City with proof of Commercial General Liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. Said insurance policy shall provide that it may not be cancelled with less than thirty (30) days prior written notice to Contractor and City. Contractor, upon request, shall furnish City a certificate of such insurance. The insurance must be in a form suitable to the City.

8. Default - Investment Fund: Within 7 days of approval of this contract by the City Council, Contractor shall set aside one month's payment in the amount of ~~\$20,666.00~~21,713 and shall place this amount in an interest bearing investment account. The terms and provisions of such account must be approved by the City, and shall provide for joint access to the funds by the City and the Contractor. The terms of such account shall permit the City to have access without further notice ~~nor~~ through litigation, should a default in performance under this Agreement occur by Contractor. Contractor shall be entitled to interest accrued on said account

The necessity to execute upon the account in the event of default by Contractor shall be determined in the sole discretion of the City. Contractor shall not object to, obstruct, impair, impede, prevent or institute any legal proceedings challenging the execution upon the account. Contractor hereby waives all rights to any causes of actions predicated upon the City's execution

upon the account in the event of default, unless Contractor can prove the City acted in bad faith or without good cause in making a determination of default under this agreement and executing on the account.

In the event of default by Contractor, the City shall have the right to recover from and execute on the investment account, all quantifiable expenses associated with resuming control and operation of the Animal Shelter, including reasonable expenses in staffing the Animal Shelter on a temporary basis, hiring permanent full-time staff, and any other expenses whether anticipated or unanticipated which the City is forced to incur as a result of and incidental to resuming control and operation of the Animal Shelter, in addition to any other remedies available to the City under Paragraph 11.

9. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is BPD Deputy Chief Joel Slade, and Contractor's designated liaison with City is Chris Anderson, YVAS Director.

13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and

enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are "Public Records" and subject to disclosure under Montana Law. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CONTRACTOR (Print Name Above)

By _____
**THOMAS W. HANEL,
MAYOR**

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY ATTORNEY



EXHIBIT "A" Scope of Work

- A. **Contractor duties and responsibilities:** The Contractor shall be responsible, at its own expense, for the following:
1. Maintain and provide proof of 501(c)(3) status prior entering into this agreement;
 2. Operate and staff a fully-equipped animal shelter at 1735 Monad Road in Billings, MT, for animals located within the City that have strayed, been abandoned, or otherwise delivered to the Contractor;
 3. Create and maintain a separate website for the Animal Shelter with a link to the City's website (the City website shall also contain a link to Contractor's);
 4. Make the Animal Shelter available to the public between the hours of 12:00 pm and 7:00 pm, Monday, Tuesday, Thursday and Friday; between 12:00 pm and 6:00 pm on Saturdays; and between 12:00 pm and 5:00 pm on Sundays, except on statutory holidays;
 5. Provide and maintain adequate fencing to prevent the escape of any animal;
 6. Require that cages containing cats will contain a litter box for each cat;
 7. Provide and maintain suitable enclosures with adequate space for each animal;
 8. Provide enclosures, cleaning and feeding methods as approved by the Humane Society of the United States – this requires adequate space for animals, as well as continuous cleaning and sanitizing;
 9. Provide fresh water to animals at all times;
 10. Make every reasonable effort to locate the owners of all animals in the facility;
 11. Contractor shall not offer for adoption any cat or dog that has not been redeemed by the owner unless:
 - (1) the animal has been spayed or neutered; or
 - (2) the person to whom the animal is released agrees in writing to have the animal spayed or neutered and a deposit for spaying or neutering the animal has been paid. The deposit must be in an amount determined by Contractor to be comparable to the lowest fee for spaying or neutering that is charged by veterinarians in Billings. Upon payment of the deposit, the person who is adopting the animal must receive a certificate for spaying or neutering, to be presented to a licensed veterinarian, who shall complete the certificate when the spaying or neutering is done. Upon receipt of the completed certificate verifying that the animal has been spayed or neutered, Contractor shall forward the deposit to the veterinarian who performed the procedure. The deposit must be forfeited if the spaying or neutering is not done:
 - (a) within 30 days if the cat or dog is more than 6 months old at the time of adoption; or
 - (b) by the time the animal reaches the age of 6 months if the animal is less than 6 months old at the time of adoption, or within 30 days of the adoption, whichever is longer.
- Contractor shall provide notice to the person to whom an animal is released that failure to fulfill the terms of an agreement to spay or neuter could result in the filing of a misdemeanor

charge.

The only exceptions to Contractor's spay/neuter policy are if a licensed veterinarian verifies in writing that spaying or neutering would be injurious to the animal's health.

Contractor shall be in default of Agreement if greater than five (5)% of all animals adopted out of the Animal Shelter in any Agreement year are not spayed or neutered.

12. Attempt to place every adoptable animal into a loving home while generally practicing euthanasia on animals that have behavioral issues which cannot be corrected or injuries/illnesses which are not treatable;
13. Contractor shall accept and kennel all impounded strays, bite quarantines, owner releases, and other domestic and exotic animals presented by any citizen of Billings and by Billings Police Department personnel acting in their official capacity;
14. Contractor shall allow Billings Police Department personnel access to the YVAS intake area and sally port for purposes of dropping off animals;
15. Fees for service shall not be charged for regular services provided to the City of Billings by the Contractor; however, Contractor shall charge fees for any extraordinary services provided to the City of Billings outside of this Agreement. For purposes of this Agreement, "extraordinary" services shall be defined as services that necessarily go beyond the current capacity of the Animal Shelter involving City of Billings' animals; go beyond the capacity of veterinarian services currently contracted for; or are performed upon written request of the City over and above the scope of this Agreement. City will charge for Animal Control Services as provided to Contractor at the rate of \$19.83 per hour, and upon request for transportation at the prevailing state mileage rate;
16. Contractor shall contract with a Certified Euthanasia Technician or Veterinarian in the event it is necessary to perform euthanasia on any shelter animal when City Animal Control is not available;
17. Contractor shall maintain accurate records of the tracking and disposition of all animals taken in, released, submitted for rabies testing, and disposed of by the contractor;
18. Contractor and Animal Control shall maintain joint access to the Chameleon database and each shall be responsible for updates. Chameleon data is designated "For Official Use Only," and shall not be used for marketing purposes. Annual maintenance fees for the ARMS software shall be shared equally by each using agency (Current annual fee is approximately \$1250). Repair and replacement cost of the server and supporting hardware shall be shared equally by the users. However, Contractor may not have access to certain areas of the database, such as saved criminal information. The database programmer/vendor will work with the Contractor to ensure compliance;
19. Contractor shall keep the facility and grounds located at 1735 Monad Road, Billings, Montana in a clean and orderly condition as prescribed by the City Facilities Manager and applicable City and State Code. Contractor shall assume responsibility for all cleaning, janitorial, and day to day upkeep of the facility and grounds, excluding the areas of the facility occupied by City Animal Control;
20. Contractor shall reimburse the City of Billings for the fair market value of all of the non-fixed assets that remain with the facility, if utilized;
21. Contractor shall maintain, repair and replace all surgical room equipment, cages, hoses, and other miscellaneous equipment that remains at the facility; and,

22. Contractor shall comply with all federal, state, and local laws in effect immediately upon assumption of the contracted service, and shall be subject to inspection by Animal Control and other duly authorized federal, state, and local authorities to insure compliance.
 23. Contractor shall be responsible for payment of a pro rata share of the utilities at the facility, based upon square footage occupied by Contractor.
- B. **City duties and responsibilities:** The City shall be responsible, at its own expense, for the following:
1. The City shall provide and maintain the facility located at 1735 Monad Road, Billings, Montana in current status, for use jointly by City Animal Control and Contractor during the term of this Agreement;
 2. City Animal Control may remain in the current facility;
 3. City Animal Control will not house any animal and will make every reasonable effort to locate the animal's owner before transporting to the shelter;
 4. City Animal Control shall perform any necessary euthanasia and disposal of animals released to the facility by City Animal Control or by the public
 5. The City shall be responsible for maintenance and repair of the physical facility.
 6. The City shall be responsible for payment of a pro rata share of the utilities at the facility, based upon square footage occupied by Contractor.
 7. The City shall be responsible for maintaining property insurance on the facility during the term of this Agreement, and shall charge Contractor a pro rata share of the premium and a pro rata share of any deductible paid based upon square footage occupied by Contractor, during the Agreement term.
 8. The City shall be responsible for establishing an application process for interested groups to access the remaining balances of donation accounts of the Billings Animal Shelter.
- C. **Applicable Laws and Guidelines:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and in accordance with the humane guidelines of the Humane Society of the United States. These guidelines shall be posted at all times within the Shelter facility.
- D. **Jurisdiction:** Contractor will accept animals originating within the City of Billings, whether brought in by Animal Control or the public. Additionally, Contractor will accept animals from other jurisdictions, including the City of Laurel and Yellowstone County, provided those jurisdictions participate under a contract agreement. Animals from non-participatory locations will be taken in on an "as space is available basis." City Council shall have final approval of any contracts entered into by Contractor with other parties that adds to the animal population of the shelter.
- E. **Annual Inspection:** An annual inspection of the Shelter shall be conducted by the Regional Director of the Humane Society of the United States or a local veterinarian. Additionally, the City's Facility Manager or a City Building Inspector shall accompany the Regional Director or the local veterinarian on the inspection.
- F. **Financial Reporting and Budget:** The following documents and reports shall be

presented to the City:

Financial Reports: Contractor shall present to the City:

1. a proposed work plan and budget, including a list of fees, by April 1 of each year; and,
2. Biennial compiled financial statements, with notes, completed in accordance with The American Institute of CPAs professional standards, by September 1 of each even numbered year, starting in 2012.

The Contractor's Board of Directors shall contract with an independent accounting firm to perform an annual audit and prepare federal form 990 (Return of Organization Exempt from Income Tax).

The City reserves the right, at its own expense, to have a financial audit completed of the Animal Shelter operations and may inspect and take copies of any and all of Contractor's books and records.

Quarterly Reports: On a quarterly basis, the Contractor shall present to the City:

1. a report with the actual operating costs/revenues covered under this Agreement; and
2. a report which shall, at minimum, include:
 - a. Statistics report from ARMS program identified as "Shelter Activity Summary".
 - b. Number of Spay/Neuters performed.
 - c. Licenses Issued.

G. **Licensing:** Contractor shall be required to maintain licensing data. The revenue from licensing shall be split equally between Contractor and the City. Contractor shall update and enter all licensing data the day of the license sale. Contractor shall update and enter all licensing data obtained from veterinarians within two weeks of receiving that information. All revenue owed to the City shall be forwarded to the City once a month and due by the 1st of each month.

H. **Accounting Activity:** Contractor shall utilize a reconciliation process to compare activity for sales, claims, etc. from the inventory system to the general ledger system. On a periodic basis, costs of certain supplies shall be analyzed to inventory volumes to test for reasonableness (e.g. the cost of food to animal census figures, the cost of surgical supplies to inventory treated surgically or medically, the cost of euthanasia supplies to inventory euthanized).

I. **Other Restrictions:** The Contractor agrees not to hire, employ, allow on the premises, allow to volunteer, adopt any animal to, or place any animal with any person who is known to have been charged with or convicted of cruelty to animals, aggravated animal cruelty, animal neglect, or any other violation of federal, state, or local laws, regulations, or ordinances alleging cruel, inhumane, or neglectful treatment of any animal. "Charged or convicted" includes the formal filing of felony or misdemeanor charges, entering into

deferred prosecution or deferred imposition of sentence agreements, or being cited or summoned into any court to answer to such charges. The YVAS further agrees to conduct reasonably thorough background investigations as to all employees and volunteers to enforce compliance with this provision, and to make reasonable investigation as to any potential adopting party to enforce compliance with this provision.

- J. **Citations**: Contractor shall require any person claiming a stray or quarantined animal from the shelter to sign an affidavit of ownership. Ownership information shall then be transferred to the Animal Control Office for issuance of any applicable citations.

Exhibit “B” – Memorandum of Protocols
YELLOWSTONE VALLEY ANIMAL SHELTER
BASIC ANIMAL SERVICES

I. RECEIVING of ANIMALS

A. City of Billings - Accept all animals

B. Outside of City of Billings

1. Accept or refuse based on

a. Available room in shelter to allow continued flow of city animals

b. Passes SAFER test for adoptability

c. Support seizures of large groups of dogs from other areas of the State of Montana only. Must allow for a. & b.

d. Injured animals regardless of inside or outside City of Billings

e. Nowhere else to take the animal

f. Release for euthanasia. Must pay fees.

C. Method In

1. Billings Animal Control

2. Laurel Animal Control

3. Billings Police Department

4. Public

5. Trapped

D. Documentation

1. Police Departments and Animal Control Officers complete paperwork that identifies animal, time animal was brought into YVAS and location where animal came from.

2. Public completes paper work that gives date, location where animal was found, finders persons address, and descriptive of the animal.

3. If trapped the trapper completes stray paperwork as 2.

E. Presenting into the shelter

1. Dogs & Cats

a. Scan for microchip

b. Check for collar with identification tags

c. Weigh

d. Check for injuries

- e. Administer Bordetella (Dogs) or Rhino/Panleuk (Cats) Vaccination
- f. Place in Stray Dog Room kennel or Intake Room cages for cats
- g. Enter animal information into ARMS Program
- 2. Pocket Pets / Birds / Reptiles
 - a. Place in appropriate cage and enter information same as g.

F. Waiting period

- 1. Stray Animal - held 72 hours from time of intake. At that point, the animal, per city ordinance, is considered abandoned and becomes the property of Yellowstone Valley Animal Shelter.
- 2. Release - Animal is held 24 hours from time of intake.

II. OUTGOING ANIMALS

A. To claim a stray animal.

- 1. Animal must be adequately identified to prove ownership.
- 2. Fee for claim, board and vaccination is paid
- 3. If owner lives in the City of Billings, they must provide proof of City Animal license. If no license they must purchase license from YVAS at time of claim with proof of rabies vaccination
- 4. If rabies vaccination is not current, owner may purchase a city animal license. The physical license will be held at YVAS until proof of rabies is provided.

B. To adopt an animal

- 1. Potential adopter completes adoption application.
- 2. Potential adopter meets with the animal in presence of YVAS staff member.
- 3. All family members must be present for a Meet/Greet session.
- 4. Other dogs in same home must be brought to the shelter for Meet/Greet.
- 5. At that time YVAS staff will either approve or deny the adoption based on application and the results of the Meet/Greet sessions.

C. Transferred Animals

1. In the case of an animal that would be a candidate for a Rescue Organization, we will transfer to an approved rescue.
2. In the case of an animal that for reasons of health or age is a candidate for a transfer through the foster program, we will transfer for a said amount of time into an approved foster home.

D. Euthanization

1. Any dog that does not pass the SAFER TEST will be euthanized.
2. Any dog that shows aggression towards humans or unwarranted aggression towards another dog will be euthanized.
3. Any animal in poor health or in inhumane, unrepairable condition will be euthanized.

III. EUTHANIZATION

- A. Contract with the Billings Animal Control for euthanasia services.
- B. Provide euthanasia services to those individuals who are financially unable to pay the fees of a veterinarian.
- C. Euthanization of an animal will be approved by the Executive Director or Operations Director with the recommendations of YVAS staff members.

BASIC KENNEL MAINTENANCE

I. KENNELS – Morning cleaning

A. Cats

1. Cats in residence require the least amount of upset possible. Based on this we replace cat litter, give fresh water and food, and wipe out the kennel with limited disturbance to that cat.
2. Cat beds and toys are replaced as needed.
3. Empty cat cages are cleaned with chemical product that kills all feline infectious diseases. These kennels are then ready for new cats.
4. As kennels are cleaned food is prepared for each cat and placed in their kennel.

5. Counters are washed with disinfectant, garages emptied, and floors cleaned.
6. Each Cat Room has individual cleaning equipment and chemicals.
7. Cat Rooms are cleaned in the following order based on maintaining the health status of the cats.
 - a. Adoptable Cat Room - cats are allowed to be out of their kennels for exercise and human handling during this time.
 - b. Surgery Cat Room - cats that have been adopted and waiting for spay/neuter surgery.
 - c. Stray Cat Room - cats that are not yet available for adoption based on stray status.
 - d. Intake Room - cats that have been in the shelter for 48 hours or less or feral status.
 - e. Isolation Cat Room - cats that are being treated for Upper Respiratory Infection, or other recoverable health issues and need to be isolated from other cats.

B. Dogs

1. Dog kennels are thoroughly cleaned each morning and examined for malfunction.
2. Kennel attendants first scoop the kennels then spray in entirety the kennel floors, walls, and aisles with a chemical cleaner that is designed to kill all canine viruses including Parvo Virus.
3. The dogs are placed outside in play yards during the cleaning process.
4. Dog Kennel Rooms are cleaned in the following order:
 - a. Adoptable Dog Room – dogs that are available for adoption
 - b. Stray Dog Room – dogs that are in stray status, or need quiet time, or have not yet had SAFER TEST performed.
 - c. Quarantine Dog Room – dogs that are being held for Billings Animal Control. These dogs are not allowed out of kennels. Guillotine doors are used to transfer dog out of kennel to adjoining kennel while kennel is cleaned.
 - d. Isolation Dog Room – dogs that being isolated from general population based on health or temperament. Depending on status of dog it may or may not be allowed

- out of kennel. Guillotine doors are used to transfer dog out of kennel to adjoining kennel while kennel is cleaned.
5. Dogs are returned fed and given fresh water after all kennels are cleaned.
- C. Pocket pets, birds and rabbits.
1. Each cage is cleaned daily with fresh bedding, food and water.

SPAY/NEUTER, SURGERY, SURGERY ROOMS, MEDICAL SUPPLIES

I. SPAY/NEUTER OF ANIMALS

- A. All dogs and cats that are adopted or transferred to a foster home or approved rescue are spayed or neutered prior to leaving the shelter.
- B. Exception to A. based on shelter veterinarian's belief in the best interest of the long term health of puppies and kittens - puppies under 3 months and kittens less than 4 pounds.
- C. Exception to A. based on shelter veterinarian's evaluation would be an animal that is not physically healthy enough to undergo the surgery. This animal would follow the same tracking protocol and return to YVAS for spay/neuter procedure.
- D. Those animals in B. and C. are scheduled for return to the shelter at time of appropriate age and weight. This is recorded in the ARMS program.
- E. YVAS staff member keeps record of and follows up with the adopter to ensure return of the animal.
- F. The adopter pays for the spay/neuter surgery at time of adoption. Also pays a bond that is refundable upon completion of the surgery.
- G. If the adopter wishes to have spay/neuter procedure performed by own veterinarian, this is only possible if approved by the Executive Director or Director of Operations.
- H. If surgery is performed outside of YVAS facility the adopter is required to pay all the fees for spay/neuter and the bond. The adopter will receive the fee for spay/neuter and the bond in a refund upon the receipt of proof of spay/neuter from their veterinarian.

- I. The Adoption Contract states that if the spay/neuter procedure is not performed by the date indicated on the contract, YVAS may repossess the animal and the adopter forfeits all fees paid.

II. SURGERY AND MEDICAL ROOMS

- A. Shelter Veterinarian directs the stocking of medicines and medical supplies for these rooms.
- B. Shelter Veterinarian orders the vaccines, medicines, and medical supplies for these rooms and the surgeries performed.
- C. Shelter Veterinarian oversees the decisions for types of vaccinations given to the animals.
- D. Refrigerators (Intake Room and Medical Room) have temperature gauges with alarms.
- E. Each room is fully cleaned after surgeries or medical use.
- F. Surgery suite is used only for surgeries.
- G. Each surgery table is equipped with appropriate medical supplies and equipment as directed by the Shelter Veterinarian.
- H. Only authorized staff and volunteers are allowed in these areas.

III. SURGERY AND MEDICAL TREATMENT

- A. Only the Shelter Veterinarian may provide shelter surgery or medical services at YVAS.
- B. The Shelter Veterinarian may request or approve another veterinarian to provide shelter medical or surgery services at YVAS.
- C. If the Shelter Veterinarian decides it is in the best interest and health of an animal any medical care or surgery will be provided for an animal.
- D. The Shelter Veterinarian may approve the referral of an animal to a veterinarian outside of YVAS for medical care or surgery if in the best interest and health of an animal.
- E. No medicinal treatment of an animal can provided without the approval of the Shelter Veterinarian or his/her designated spokesperson.

DAILY SERVICES

I. Basic Services

- A. All persons and animals entering YVAS will receive services based on meeting our contractual agreement with the City of Billings.
- B. If YVAS is unable to provide the service that an individual requests based on the extent of expertise of the YVAS staff, the staff will provide referrals or additional information to help that individual and/or animal.
- C. YVAS will be open to the public as follows:
 - Monday, Tuesday, Thursday, Friday 12:00 pm – 7:00 pm
 - Saturday, Sunday 12:00 pm – 6 pm
- D. YVAS will be staffed to meet the needs of the public and the animals.
- E. YVAS will maintain a fee based service based on the costs of the services provided.
- F. The public is expected to pay for all services received from YVAS. If an individual is unable to pay it is at the discretion of the Executive Director or the Operations Director to waive those fees or a portion of. No Billings resident can be denied the services that are outlined in the contractual agreement with the City of Billings.
- G. YVAS Website will be updated daily for stray animals received in the shelter and at least four times a week for the adoptable animals.
- H. Lost Pet Hotline is updated each weekday morning.
- I. YVAS is to provide kennel space to all animals from the City of Billings.
- J. YVAS reserves the right to accept animals outside the limits of the City of Billings based on available space.
- K. YVAS staff is expected to greet the public in a positive and supportive manner and assist their needs immediately upon entrance into the shelter.
- L. The telephone is to be answered if staff persons are not engaged with a customer. Telephone messages are to be checked at least two times a day, more often if possible and recorded in a

telephone log. Messages are to be replied to immediately, or as soon as possible.

ANIMAL NEEDS DURING THE DAY

I. Dogs

- A. A walk through will be performed first thing in the morning to check on all the dogs.
- B. Adoptable dogs will be out in the play yards in the mornings, inside in their kennels in the afternoon and then back out into the outside kennels in the late afternoon.
- C. The dog kennels will have dog houses, shelter from the sun and rain, and a platform to sit on. Freshwater will be available in each pen.
- D. The indoor dog kennels will be scooped three additional times of the day besides morning cleaning.
- E. Water dishes will be checked and refilled three additional times of the day besides the morning feeding and watering.
- F. When volunteers are available dogs will be exercised through walking or playing in the outside play yards.
- G. Dogs are allowed in the front office space for socialization and observing behavior patterns.
- H. Dogs are observed throughout the day for health concerns.
- I. A final walk through of the dogs will be performed at end of day to assure health of the animals.

II. Cats

- A. Water will be checked twice a day.
- B. If volunteers are available the adoptable cats can be held and brushed. They must sanitize their hands between contacts with each cat.
- C. Selected cats are allowed to be loose in the front office.
- D. Cats are observed throughout the day for health concerns.
- E. If customers have lost a cat, they may look through the Intake Room and the Stray Cat Room accompanied by a YVAS employee. Customers are not to touch the cats in those rooms in order to preserve their health.
- F. A final walk through of the cats will be performed at end of day to assure health of the animals.

12-3-13

Dear City Council members,

My name is Lois Morrison and I own a home at 3019 Colton Blvd. I am strongly opposed to the building project proposed by Jeremy Freyenhagen at the address of 3010 Boulder Ave.

This area is already saturated with apartment buildings with a lot of children and I wonder if the near by school could handle more children as they are already over-crowded I understand. If I understood Mr Freyenhagen correctly, these units are especially for people with disabilities, but if he could not fill the units as such, he will rent to just anyone in general, hence more children.

Then too, there is a lot of traffic on Rehberg Ln. and it would be hazardous to have the apartments access from that street.

I am sorry I could not attend in person, but I am out of the country for the week. But, I hope you will take my opposition under consideration.

Lois Morrison, 3019 Colton

Other Items



December 2013



SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6 Christmas Stroll Downtown 4pm-9:30pm	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31 Mack Productions New Year's Eve Celebration Downtown Skypoint 5:30pm-4am				

Special Event Calendar

*Approval Pending

For questions or details:
wellbrooks@ci.billings.mt.us