

ANIMAL SHELTER MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between the CITY OF GREAT FALLS, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City” and _____, of Great Falls, Montana, hereinafter referred to as “Shelter Medical Director”; and relief veterinarians, hereinafter referred to as “relief veterinarians”.

The City, the Shelter Medical Director and relief veterinarians agree as follows:

Scope of Services

The Shelter Medical Director will play a critical role in the future of the Great Falls Animal Shelter. He/She will be a team player who has the vision to help this organization grow in a positive direction for the good of the animals and to the benefit of the community.

The following is the scope of services for the Shelter Medical Director . The Center staff includes, but is not limited to, the Operations Director, two administrative staff, four animal control officers, and five kennel technicians. Both the Animal Control Officer’s (ACO’s) and Kennel Technicians can provide full-time assistance with the medical needs of the animals, doing routine immunizations, and to follow the medical treatment plans identified by the Staff Veterinarian. Animal Control Officer’s are also available to transport animals in need of immediate care to locations designated by the Shelter Medical Director or Operations Director. The schedule of when the Shelter Medical Director will be at the facility will be established by the Veterinarian in concert with the Department Management staff.

In more detail, the scope of services to be provided by the Shelter Medical Director includes:

- Medically evaluate animals at the Great Falls Animal Shelter and provide a program of treatment.
- Monitor the work of the kennel technicians in their follow through of the programs of treatment recommended by the Shelter Medical Director.
- Conduct health checks of animals through Shelter “rounds” and prescribe medications and other medical procedures that are necessary.
- Make recommendations, assist in the development of applicable policies, and oversee the maintenance of a healthy and disease controlled environment in the Shelter.
- Confer with other veterinarians who may perform surgical and other medical procedures at local offices that have been recommended by the Shelter Medical Director.
- Prescribe medication.
- Perform emergency medical treatment as needed, including surgeries.
- Perform euthanasia procedures, as necessary, and follow recommendations outlined in the 2000 AVMA Panel Report on Euthanasia, Humane Society of the United States, and the American Humane Association guidelines as they pertain to sheltered animals.
- Consult with UC Davis Shelter Medicine staff and policy recommendations on shelter medical treatment

- Follow Animal Control & Shelter Recommendations made to the City of Great Falls by Kim Staton in August of 2007.
- Maintain necessary records related to services provided.
- Assess rabies quarantine animals or rabies suspects as necessary.
- Play a limited role in community events, with a focus on animal care & health.
- Be available for consultation on medical treatment when not at Shelter during normal business hours, after hours, weekends, and holidays for emergencies.
- Be available for courtroom testimony regarding cruelty cases, as necessary.
- May be asked in the future to participate in 1- 4 rabies/vaccination clinics per year.
- Make provisions for the Shelter to obtain necessary controlled drugs used for the pre-euthanasia and euthanasia process as well as provide oversight for ordering, storing, administering, and record keeping of such controlled substances.
- Will oversee the maintenance of the controlled drug logs.
- Will oversee all relief veterinarians if applicable. This will entail the assurance of quality and consistent care of the Animal Shelter animals as well as ensuring all required qualifications, licenses and insurance.
- All payments to relief vets will be routed through the Shelter Medical Director for approval before payment by City.
- Any additions or deletions of relief veterinarians must first be approved by City staff by way of addendum to the original agreement.

Required Qualifications

Shelter Medical Director and relief veterinarians shall:

- Hold a current Montana Veterinarian License, with small animal experience.
- Have a graduate degree in veterinary medicine from an accredited college or university.
- Veterinarians who do not graduate from an accredited school must obtain an ECVFG or PAVE Certificate which verifies educational equivalency to an accredited school.
- Be knowledgeable of and in compliance with applicable Federal, State, and local animal laws and regulations.

Preferred Experience

Experience or education in shelter medicine.

Insurance Requirements

The qualified Shelter Medical Director and all relief veterinarians will be required to provide proof of insurance coverage. Copies of the certificates of insurance evidencing the fact that the director and any relief veterinarians are able to provide insurance pertaining to services rendered for the following minimums as required by the City of Great Falls.

The Shelter Medical Director or any relief veterinarians shall not commence work until the City of Great Falls has obtained documentation of all insurance required hereunder in a company or companies acceptable to the City and naming the City of Great Falls as an Additional Insured.

- (1) Workers' Compensation Insurance: Before beginning work, the Shelter Medical Director and any relief veterinarians shall furnish to City a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom it may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of Montana.
- (2) Public Liability and Property Damage: Throughout the term of this Agreement, at the Shelter Medical Director's and any relief veterinarians sole cost and expense, shall keep, or cause to be kept, in full force and effect, for the mutual benefit of the City, the Shelter Medical Director and any relief veterinarians, comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the Shelter Medical Director's or relief veterinarians activities in the amount of \$750,000.00 for bodily injury or death to any one person or for any one accident or occurrence at least \$1,500,000.00 for property damage. If such insurance includes an aggregate limit, such aggregate shall be no less than \$2,000,000.00.
- (3) All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Montana and the public liability and property damage policy shall name as additional insured the City of Great Falls. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer waives the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the City; and (3) they may not be canceled except after thirty (30) days notice by insurer to City by first class mail. The Shelter Medical Director and any relief veterinarians shall furnish City with copies of all such policies promptly upon receipt of them, or certificate evidencing such insurance. The Shelter Medical Director and any relief veterinarians may effect for its own account insurance not required under this Agreement.

Indemnity

To the fullest extent permitted by law, the Shelter Medical Director and any relief veterinarians shall indemnify, defend and hold the City and City's elected officials, officers, employees, agents and volunteers free and harmless from and against all tort liability, including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees, court costs, and expert witness fees incurred by City, arising out of or in any way connected with, in whole or in part, the acts or omissions of the Shelter Medical Director, relief veterinarians or any of Shelter Medical Director's or relief veterinarians officers, agents, employees or contractors, in the performance of this Agreement, including but not limited to, claims, suits and liabilities for personal injury, death or property damage to any individual or entity, including employees or officials of Shelter Medical Director or relief veterinarians. The provisions of this paragraph shall not apply to claims arising out of the sole negligence or willful misconduct of City or Agency, any of City's or Agency's elected officials, officers, employees or agents.

Nondiscriminatory Practices

The Shelter Medical Director and relief veterinarians agree, during the life of this Agreement, not to discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, or ancestry. This Agreement may be canceled or terminated by the City and all money due or to become due hereunder, may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph. This paragraph is inserted in this Agreement to comply with the provisions of Montana State Statutes.

Terms and Length of the Agreement to Provide Services

The initial term of the Agreement to provide services will be for one (1) year, beginning October 1, 2008 – October 1, 2009. Additional one year Agreements may be awarded to the Shelter Medical Director and any relief veterinarians by the City, based on the mutual interest of the City, the Shelter Medical Director and any relief veterinarians to continue.

Compensation

Payment for the Shelter Medical Director and any relief veterinarians services is as follows:

Termination

The City shall have the right to terminate this Agreement in the event of a breach thereof by the Shelter Medical Director or any relief veterinarians, and a continuing breach shall not be deemed to be waived if not followed by prompt termination. This Agreement shall terminate, and neither party nor the officers of the City shall be liable for further performance after such termination, if it shall become invalid by reason of any present or future law other than an Ordinance of the City.

Successors and Assigns

The Shelter Medical Director and any relief veterinarians bind himself/herself jointly and severally, his/her successors, executors, administrators, and assigns to the City in respect to all covenants of this Agreement, except that the Shelter Medical Director or any relief veterinarians shall not assign or transfer any part of his/her interest to this Agreement or sublet as a whole.

Whole Agreement

This Agreement embodies the entire Agreement between the parties including all prior understandings and Agreement and may not be modified except in writing signed by all the parties.

EXECUTED as of the day and year first above written.

CITY OF GREAT FALLS, MONTANA

City Manager

ATTEST:

City Clerk

SHELTER MEDICAL DIRECTOR

Signature of Authorized Individual

RELIEF VETERINARIANS

APPROVED FOR LEGAL CONTENT

David Gliko, City Attorney