

RESOLUTION NO. R-8-24RESOLUTION ESTABLISHING A VOUCHER SYSTEM FOR THE SPAY OR NEUTER OF DOGS AND CATS FOR QUALIFIED RESIDENTS OF THE CITY OF FORT SMITH

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**WHEREAS**, the City of Fort Smith recognizes the importance of controlling the pet population within its boundaries and promoting responsible pet ownership;

**WHEREAS**, to this end, the City of Fort Smith may make available vouchers to assist pet owners in the sterilization of their pets, subject to available funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that the terms and conditions of the voucher program are as follows:**

**SECTION 1. Voucher Distribution and Value:**

- a. Vouchers shall be made available on a first-come, first-served basis, with each voucher being good for \$100 toward spay or neuter procedures.
- b. A limitation of 4 vouchers per household per calendar year shall apply.
- c. The number of available vouchers may vary annually based on funds available and budgeted.

**SECTION 2. Eligibility Criteria:**

- a. Any qualified resident of the City of Fort Smith, upon verifying proof of residency and certain income requirements, may obtain a voucher to be used within the corporate boundaries of the city by a participating veterinarian or animal organization with surgical capabilities.
- b. Income requirements for the sterilization voucher follow the financial eligibility guidelines set by Project Concern (City of Fort Smith's utility assistance program)—that is, gross household income must not exceed 165% of the current federal poverty guidelines.
- c. The animal owner must provide proof that the animal is microchipped and has a current rabies vaccination before the sterilization procedure. If microchipping and/or rabies vaccination are required, the City's voucher shall only apply to the sterilization procedure, rabies vaccination, and microchipping. Only microchipping, rabies vaccination, and the sterilization procedure are covered by the \$100 voucher.

**SECTION 3. Voucher Form:**

- a. The voucher process shall consist of an online process which may be offered via website, mobile device application, or other effective methods.
  - i. Through this online process, citizens must self-verify their income and must supply proof of residency to qualify for the voucher.

- ii. The resident will show proof of their voucher to the participating veterinary clinic.
  - iii. Each participating clinic will verify the voucher, check the identification of the owner to verify residency, document the details of the animal involved and services provided, and provide proof of the sterilization surgery performed to the City for reimbursement. Only costs for the sterilization procedure, rabies vaccination (if needed), and microchipping (if needed) will be reimbursed.
- b. The city will reimburse at the rate of \$100 for each properly documented sterilization voucher, to which participating veterinarians or clinics will agree via a service provider agreement.

**SECTION 4. Approval and Authorization of Service Provider Agreement:**

- a. The Public Services Agreement, as attached to this resolution, is hereby approved.
- b. The City Administrator is authorized to execute the Public Services Agreement with participating veterinarians and animal organizations.
- c. This authorization enables the City Administrator to sign the Public Service Agreements on behalf of the City, ensuring the efficient implementation of the voucher system.
- d. The Public Service Agreement outlines the terms and conditions under which services will be rendered, including but not limited to, reimbursement rates, reporting requirements, and the scope of services.

ADOPTED THIS 18<sup>th</sup> DAY OF Jan. 2024.

**APPROVED:**

  
MAYOR

**ATTEST:**

  
CITY CLERK

*Approved as to Form:*

  
Publish One Time

PUBLIC SERVICES AGREEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the Effective Date) this Agreement is entered into between the City of Fort Smith, Arkansas (the City) and \_\_\_\_\_, a duly certified provider of veterinary medical care and services in the State of Arkansas, for participation in the City's Voucher Program for spay and neuter services.

WHEREAS, the City adopted by Ordinance No. 35-23 a requirement to spay and neuter pet dogs and cats; and

WHEREAS, the City offers a voucher program to incentivize and assist residents to spay and neuter their pet dogs and cats; and

WHEREAS, Resolution No. \_\_\_\_\_ provides details and establishes policies for how the voucher program is to operate; and

WHEREAS, certified veterinary medical professionals providing spay and neuter services, taking vouchers for such services, and billing the City for the number of vouchers collected are a vital part of controlling the pet population in the City of Fort Smith.

NOW, THEREFORE, the parties, in consideration of the terms, covenants, and conditions as set forth herein, hereby agree as follows:

1. SCOPE OF SERVICES to be provided by the Provider for regular sterilization services (not TNR) include:
  - a. Verify by checking a state-issued government identification card, a copy of the City of Fort Smith utility bill, or other means that a person attesting to qualify for a City of Fort Smith pet sterilization voucher is a resident of the City of Fort Smith.
  - b. Accept as payment for services City of Fort Smith vouchers in digital format.
  - c. Perform spay and neuter services for pet dogs and cats, employing all necessary and prudent veterinary medical services required to accomplish such tasks.
  - d. Only in conjunction with a sterilization procedure, perform rabies vaccination (if needed) and microchip services (if needed) for pet dogs and cats, employing all necessary and prudent veterinary services required to accomplish such tasks.
  - e. Keep accurate records of the dogs and cats on which services are performed. Submit records and receipts to the City of Fort Smith on a timely basis for reimbursement.
  
2. COMPENSATION and METHOD OF PAYMENT

- a. The total amount to be paid to the Provider in return for each regular voucher fulfilled under this agreement will be \$100 per animal.
- b. The Provider shall invoice the City of Fort Smith regularly for the compensation amount, at which time the city shall process payment according to its normal processes.
- c. Provider shall register as a Vendor with the City.

3. TERM of AGREEMENT

- a. The term of this Agreement shall be from the effective date through the end of the current calendar year, December 31, 2024.
- b. This agreement shall automatically renew for up to two one-year periods unless terminated by either party by providing written notice at least thirty (30) days before the end of the then-current period. Extension of the arrangement beyond the second renewal period must be formally evaluated and approved by both parties.
- c. Termination. Either party may terminate this agreement at any time by providing written notice at least thirty (30) days before termination.
- d. Notices. The Parties have designated the following for the receipt of Notices related to this Agreement.

- i. For the City of Fort Smith, Notices shall be provided via hard copy or email to:  
City of Fort Smith  
City Administrator  
PO Box 1908  
Fort Smith, AR 72902  
[administration@fortsmithar.gov](mailto:administration@fortsmithar.gov)

- ii. For the Provider, Notices shall be provided via hard copy or email to:

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

- 4. AVAILABILITY OF FUNDS for the spay and neuter voucher program will be determined and budgeted each year. Vouchers are available to residents through participating service providers on a first come, first served basis until funds are depleted for the year.

The City Administrator is authorized to execute this agreement. Agreement is hereby approved and executed by representatives of the Parties, each attesting that they are duly authorized.

CITY OF FORT SMITH, ARKANSAS

By: \_\_\_\_\_  
Carl E. Geffken, City Administrator

DRAFT

ATTEST: \_\_\_\_\_  
City Clerk

PROVIDER

\_\_\_\_\_  
Provider