City of Fort Smith
City Administrator

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, City Administrator

DATE: November 12, 2026

SUBJECT: Agreement for animal shelter services with Fort Smith Animal Haven, Inc.

SUMMARY

Representatives from the Fort Smith Animal Haven, Inc. (FSAH) Board of Directors were present at the November 10 study session at the request of the Board of Directors to address operational items for the past year and plans upcoming for 2027. FSAH provided additional information related to their operating costs, and that information is attached.

A major item addressing future operations was the fact that the existing services agreement with the city expires April 30, 2027. FSAH presented and discussed a draft agreement that proposes renewal of services, an increase in both fixed fees and variable costs, and a initial 10-year term with a provision for an additional five years upon mutual agreement proposed in support of a privately-led capital campaign to raise funds for a purpose-built animal shelter facility on property that the FSAH nonprofit would own. The purpose-built facility would allow for operating efficiencies and improved conditions for the animals served.

Board members directed that an ordinance approving the agreement be placed on the November 17 regular meeting for consideration, where additional discussion was held before it was tabled to the December 1 meeting. The Board suggested specific elements of the draft agreement to revisit with FSAH before an adjusted agreement is presented on December 1. Those elements include:

1. Inclusion of an annual audit requirement and specification that information related to the city agreement is subject to AFOIA:
2. Discussion of how activity metrics are measured or reported in this agreement;
3. Tying the total cost projection to not exceed the amount the city budgeted for the program;
4. The contract term to something shorter than a 10-year initial term.
5. Language about joint determination of animal status including animal control officers and the shelter; and
6. Language that the new agreement replaces the previous one.

The attached agreement addresses most of these items, although not all items were agreed to.FSAH is not agreeing to audited financial statements at this time, as the projected annual cost for this effort is estimated at least $25,000. They will continue to provide the financial statements monthly, including the balance sheet and income statement, along with doing their annual Form 990. If the parties move forward with the second one-year term, FSAH is open to

revisiting the need for an audit. FSAH agrees to requiring monthly reporting of intake, adoptions, reclaims, and transports, as covered in Section 10. In place of length of stay, the proposed reporting days available for adoption as a better measure. Setting and adhering to specific performance metrics indicates relies on factors outside of their control. FSAH is also agreeable to a provision for five one-year terms in stead of the initial 10-year term, and that language is incorporated, as well as language specifying that contract obligations will not exceed the amount the city appropriates in its budget.

Board members also asked that an Attorney General's opinion related to the constitutionality of such a public services agreement and the element of waiving competitive bidding due to exceptional circumstances be requested. City Attorney Colby Roe forwarded such request via State Representative Zach Gramlich to the AG's office.

Please contact me with questions regarding this agenda item.

ATTACHMENTS

1. 20261201_Ordinance_re_FSAH.pdf
2. 20261125 Fort Smith Animal Haven_Agreement_CTR edits.pdf

ORDINANCE NO. _____

ORDINANCE DECLARING AN EXCEPTIONAL SITUATION; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING; AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ANIMAL SHELTER SERVICES WITH FORT SMITH ANIMAL HAVEN INC.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: An exceptional situation exists requiring the waiving of the conditions of competitive bidding, so that competitive bidding requirements are hereby waived for provision of animal shelter services.

SECTION 2: The Agreement for Animal Shelter Services between the City and Fort Smith Animal Haven Inc., incorporated herein by reference, is hereby approved.

SECTION 3: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the agreement with Fort Smith Animal Haven Inc. approved by Section 1 hereof.

PASSED and APPROVED this _____ day of December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

AGREEMENT FOR ANIMAL SHELTER SERVICES

This Agreement for Animal Shelter Services between the City of Fort Smith, Arkansas and Fort Smith Animal Haven Inc., hereinafter referred to as the "Agreement," is made and entered into this _____ day of _____, 2026, by and with the City of Fort Smith, Arkansas, an Arkansas municipal corporation, hereinafter referred to as "City," and Fort Smith Animal Haven Inc., hereinafter referred to as "FSAH."

RECITALS

WHEREAS, the City has a need to provide animal shelter services for cats and dogs (as defined in A.C.A. § 20-19-302 (2) and (3)) (collectively "Animals" and individually an "Animal") collected within the City by the City's Animal Control Officer; and

WHEREAS, FSAH is a private, non-profit organization which operates an Animal shelter within the City and does business as Fort Smith Animal Haven; and

WHEREAS, the City has contracted with FSAH since August, 2019 to provide shelter services for Animals collected by the City's Animal Control Officers and lost, surrendered, or abandoned by the citizens of the City; and

WHEREAS, FSAH and the City have discussed an agreement for FSAH to provide Animal shelter services for the City through December 31, 2027; and

WHEREAS, the City and FSAH desire to enter into this Agreement whereby FSAH will provide Animal shelter services for the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and FSAH agree as follows:

1. Non-Exclusive. This Agreement for the provision of Animal shelter services by FSAH to the City is non-exclusive and nothing in this Agreement shall prohibit the City during the term hereof from contracting with additional entities for the provision of similar services. Any such additional entity shall provide services under a written agreement with the City. The terms of that agreement, including fees, payment terms, reimbursable expenses, and reporting, inspection,

insurance and audit requirements, shall be no more favorable to that entity than the terms provided to FSAH under this Agreement. If the City enters into an agreement with more favorable terms, FSAH shall be entitled to the same terms upon written request.

2. Term. This Agreement shall commence on January 1, 2027 ("Effective Date") and shall terminate on December 31, 2027, unless terminated earlier as provided and permitted herein (the "Term"). This Agreement may be renewed for five, sequential one (1) year terms if agreed to, in writing, by both parties at least 90 days prior to the expiration of the Term or subsequent renewal term. The total term of this Agreement may not extend beyond December 31, 2032.

3. Independent Contractor. FSAH is at all times an independent contractor and no employment, agency, or partnership relationship between FSAH, or its officers or employees, and the City, or its officers or employees, is created by this Agreement. FSAH shall be solely responsible for employing the personnel and providing the facilities necessary to provide the services agreed to be provided by this Agreement. The City shall be solely responsible for City's employees and equipment necessary to perform its obligations hereunder.

4. Duties and Services to be Provided by FSAH.

A. Impoundment*. FSAH recognizes that its shelter facility shall be considered the City's "impoundment facility" as that term is used in the Fort Smith Code of Ordinances for the Term of this Agreement and any extensions thereof. FSAH will receive and impound all Animals delivered to FSAH by the Animal Control Officers. Additionally, FSAH may receive and impound Animals delivered, abandoned, or surrendered to FSAH by residents of the City of Fort Smith in FSAH's sole discretion. -.

*"Impoundment" is defined as that period of when an Animal is officially taken into custody and held by FSAH.

B. Shelter Facility. It shall be the obligation of FSAH to open, maintain, and operate a shelter facility (the "FSAH Facility"). The FSAH Facility is located at 9501 Black Bear Trail in Fort Smith, Arkansas. The FSAH Facility will furnish all facilities, employees, administration, maintenance, utilities, food, veterinarian, and other services to the Animals impounded at the FSAH Facility and will be responsible for any and all other

expenses, except as otherwise stated herein, necessary to operate the FSAH Facility. At all times during the term of this Agreement, the FSAH Facility shall be properly staffed and maintained in accordance with the standards listed in Section 4.C.

C. Care. FSAH assumes all responsibility for impounded Animals upon delivery to the FSAH Facility by the Animal Control Officers or upon surrender, delivery, or abandonment by residents of the City. The FSAH Facility shall at all times be operated in compliance with all applicable laws of the United States, the State of Arkansas, Fort Smith Code of Ordinances, and contemporary standards for the humane treatment of Animals, including the following standards: (1) all Animals shall be humanely treated; (2) Animals shall be provided with sufficient water and food daily; (3) Animals shall not be confined to one (1) area in such numbers that access to food, water, and bedding is not readily accessible; (4) any Animal kept in an enclosure must be able to stand, turn or stretch to its full length, and confinement shall be supplemented by walking or running exercise on a regular basis; and, (5) FSAH shall at all times comply with the sterilization provisions of Ark. Code Ann. § 20-19-103 (Repl. 2005). Injured or diseased Animals will be examined regarding extent of the injury or disease by a veterinarian contracted by FSAH. Severely injured or diseased Animals may be subject to euthanasia when necessary to prevent Animal suffering. Aggressive and vicious Animals may be subject to euthanasia pursuant to Fort Smith Code of Ordinances Section 4-7. Notwithstanding the provisions of this Agreement, FSAH and the City agree that Animals which are injured due to an accident or inhumane treatment when they come into the control of the Animal Control Officer, and are deemed, by the Animal Control Officer, to not be capable of being held in reasonable comfort shall be caused to be euthanized, be humanely disposed of, and not delivered to the FSAH Facility.

D. Intake Procedure. Upon the receipt of an Animal delivered to FSAH by an Animal Control Officer or of an Animal surrendered or delivered by a resident of the City, FSAH shall (1) make a complete registry, identifying the breed, color and sex of the impounded Animal, (2) register a complete physical description of the Animal, and (3) make a diligent effort to identify and notify the owner of the Animal that the delivered

Animal has been impounded at the FSAH Facility. When an impounded Animal carries the owner's address or has been implanted with an identification micro-chip, the owner shall be contacted by telephone and informed of the impoundment. If an owner cannot be notified by telephone, formal notice shall be made by any of the following methods: electronic mail (e-mail), electronic messaging, or regular U.S. Mail. FSAH shall also make a diligent effort to notify unknown owners and known owners who cannot be notified via telephone or formal notice of the impoundment of the Animal by publication of a photograph of the Animal on the FSAH website or on any other digital platforms operated by FSAH.

E. Animal Ownership and Intake Determination. If, at the expiration of the five (5) days from telephone notice being provided to an identified owner or, if no owner can be identified or notified, at the expiration of the five (5) days from publication of a photograph of the Animal, the Animal has not been redeemed by the owner, FSAH personnel shall determine the outcome for the Animal. Following that determination, the Animal shall either (a) become the property of FSAH for purposes of adoption, or (b) be euthanized in accordance with section 4-36 of the Fort Smith Municipal Code. If the Animal shall become the property of FSAH, FSAH shall (1) make the Animal available for adoption, (2) implant it with an identification micro-chip, and (3) alter the Animal in compliance with Ark. Code Ann. § 20-19-103 (Repl. 2005). FSAH shall follow the procedures of Fort Smith Code Section 4-7 regarding aggressive or vicious Animals and Article III of the Fort Smith Code regarding rabies control, and the foregoing authorizations of this Agreement shall be applicable only, if at all, after compliance with Section 4-7 and Article III, respectively.

F. Documentation. FSAH will document the holding period and basis for euthanasia for all Animals. FSAH shall assure that any person administering euthanasia has secured and maintained certification through the Arkansas State Animal Control Association or similar organization confirmed in writing in advance by FSAH.

G. Collection of Fees and Penalties. FSAH agrees to release Animals impounded at the FSAH Facility to the Animal's owner pursuant to the provisions of the Fort Smith Code of Ordinances, which may be amended from time to time. Prior to release of any

Animal, FSAH is authorized, but not required, to collect from the Animal's owner the following identified fees, costs, and civil penalties:

(1) any fees required Fort Smith Municipal Code Sections 4-37, 4-38 and 4-108;

(2) any fines or penalties provided for by Fort Smith Municipal Code Section 1-9;

(3) A twenty-five dollar ($25.00) impounding fee;

(4) A boarding fee for each day the Animal is boarded with FSAH;

(5) A fee for after-hours opening in the amount of $50.00 for any Animal brought to the FSAH Facility by a citizen after 5:00 p.m. on Monday through Friday, or on Saturday, Sunday, or a state or federally recognized holiday.

All revenue collected on items (1), (2), and (3) above (collectively "City Fee Revenue") shall be credited to the City's variable cost on the next month's bill submitted by FSAH. Items (4) and (5) above, if charged, are FSAH charges, not City Fee Revenue, and are payable to FSAH by the owner of the Animal upon delivery of the Animal to the owner at the FSAH Facility.

5. Payments to FSAH for Services.

A. FSAH shall have a Certified Public Accountant (CPA) prepare the required annual IRS Form 990 tax returns.

B. Fixed Monthly Payment. During the Term of this Agreement, the City shall pay to FSAH a monthly sum of $75,935 as reimbursement of anticipated fixed costs associated with City's portion of the operation of the FSAH Facility (the "Monthly Fee"). The Monthly Fee shall be used solely to cover the expenses identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Allowable Expenses"). The Monthly Fee shall be subject to change during the Term of this Agreement pursuant to paragraph 6 below.

C. Shelter Fees. In addition to the Monthly Fee, the City shall pay an additional sum for the services of FSAH on a per Animal per day basis as set forth below (the "Shelter Fees"). The Shelter Fees shall be paid to FSAH within thirty (30) days of receipt of the

FSAH monthly invoice. The City shall pay FSAH the following amounts for each Animal impounded by the Animal Control Officer, or surrendered or delivered to the FSAH Facility by a resident of the City:

Amount	Day Housed
$57.00/day per Animal	1st day
$12.00/day	2nd through 5th day

Based on the $57.00 fee for the first day, FSAH shall, in addition to caring for the Animal, provide the Animal the following tests, vaccinations, medications, and treatment:

Cats – feline rabies vaccine; feline distemper vaccine; topical flea and tick treatment; and topical worming treatment

Dogs – rabies vaccine; DHPPV vaccine; Bordetella vaccine; tick, flea, mosquito, biting flies, and lice topical treatment; oral flea treatment; heartworm test; heartworm preventative; and anti-worm medication.

Should it be reasonably determined by the FSAH veterinarian that the following course of treatment(s) for Animals are required, the City will include in the Shelter Fees any incurred cost of FSAH for the treatment: of dogs testing positive for heartworm or parvo virus and for euthanasia. Records of such incurred costs shall be documented and provided to the City on a monthly basis.

The calendar day an Animal arrives at the FSAH Facility shall be considered day one (1) in determining the payment obligation of the City. FSAH shall be solely responsible for all costs associated with the Animals impounded at the FSAH Facility pursuant to the terms of this Agreement after day five (5), except for instances where an animal is being impounded at the FSAH Facility in connection with Section 4-7 and Article III of Chapter 4 of the Fort Smith Code of Ordinances. In such instances, the City will continue to pay a daily fee of twelve dollars ($12.00) per day per Animal after day five (5) until the Fort Smith Police Department, in writing, directs

disposition of the Animal. In such cases, FSAH shall provide ongoing and continuous access by law enforcement to the affected Animal(s) as is necessary.

D. Veterinary Services. The City shall pay to FSAH the reasonable cost incurred by FSAH for necessary veterinary medical services required for an Animal impounded at the FSAH Facility as provided in this Agreement during the first five (5) days of the Animal's impoundment. FSAH shall provide the City a report with a detail of the veterinary costs for an Animal along with a certification that the costs were incurred within the first five (5) days of the Animal's impoundment with FSAH. FSAH agrees that it shall not assess any fee, service charge, or similar expense to the Veterinarian bill. The City is not responsible for any veterinary medical services needed by an Animal that has been at the FSAH Facility longer than five (5) days, except continuing treatment identified on intake and approved in writing by the Fort Smith Police Department or unless otherwise provided herein.

E. Billing. At the end of each monthly period during the Term of this Agreement, FSAH will submit within twenty (20) days an invoice to the City in accordance with the terms of Paragraphs 5. B., C., and D., and the City will cause the invoice to be paid no later than thirty (30) days of receipt of said invoice, subject to review as provided below. The City will make reasonable efforts to cause the invoice to be paid within twenty (20) days of receipt of said invoice.

F. Right to Review Expenses. The City shall have the right to review supporting documents which support any invoice submitted to the City at any and all reasonable times during FSAH's normal business hours of the FSAH Facility. During the Term of this Agreement, FSAH shall provide monthly financial reports (balance sheet & income statement) to the City within thirty (30) days of the last day of the month being reported. Upon written request of City, FSAH shall furnish an organizational chart with job title and job description.

G. Not to Exceed Amount. The amount of fees paid under this Agreement by the City to FSAH (cumulative total of the Monthly Fee and Shelter Fees) shall not exceed the amount the City has appropriated in its budget for animal shelter services.

6. Inflation & Cost Adjustments. The parties acknowledge that inflation directly affects FSAH's fixed operating costs and veterinary expenses including hiring onsite veterinarians. The Monthly Fee and Shelter Fees set forth in Section 5, and the Allowable Expenses identified in Exhibit "A," shall be subject to periodic review not less than annually on January 2 to reflect actual increases in FSAH's documented fixed costs and veterinary expenses and inflationary cost as directed by the Kansas City Federal Reserve. Any proposed adjustment shall be supported by documentation provided by FSAH and shall be subject to the review process set forth in Section 5.F. Any adjustment agreed to by the parties shall be memorialized in writing and incorporated into this Agreement.

7. Inspections. The City Administrator or his/her designee may conduct, during regular business hours, unannounced inspection(s) of the FSAH Facility. The City Administrator or his/her designee will notify FSAH, in writing, of any noted deficiencies.

8. Duties of the City. The City shall: (a) timely pay the fees and expenses set forth herein; (b) maintain all Animal Control vehicles in a clean disinfected condition at all times; and (c) disinfect each vehicle after transporting any Animal (including any Animal delivered to the FSAH Facility).

9. Lost and Found Log. FSAH will maintain and update a "lost and found" photo albums on social media for Animals delivered or surrendered to FSAH, or reported missing by residents of the City, to facilitate the return of Animals to Animal owners. FSAH will make reasonable attempts to contact Animal owners. The photo albums will be checked: (a) each time an Animal is admitted into the FSAH Shelter; and, (b) each time a lost and found report is received by FSAH. Upon identification of a lost Animal, FSAH will contact the owner for verification of information. When a reunion of an Animal and owner is accomplished, FSAH shall remove the photo of the animal from the photo album. All Animal listings may be purged after a 120 day rolling period unless owner/finder requests otherwise via e-mail or writing.

10. Monthly Reporting. FSAH will provide on website a monthly report concerning the number of impounded Animals at the FSAH Facility in the following categories:

A. ANIMALS ON SITE: Number of Animals on site and the number of days each Animal has been or was available for adoption.

B. INTAKE: Animals impounded by the Animal Control Officer or accepted from residents of the City.

C. OUTCOMES (OTHER THAN EUTHANASIA)

(1) Animals adopted from FSAH;

(2) Animals reclaimed by owners;

(3) Animals transported to adoption centers by FSAH;

D. EUTHANASIA: Available upon written request by City.

11. Indemnity. FSAH shall indemnify and hold the City harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, relating to or in any manner associated with the performance of this Agreement by FSAH.

12. Liability Insurance. FSAH shall provide and maintain at its own expense during the term of this Agreement, commercial general liability insurance in the minimum amount of $1,000,000.00 per occurrence and in the aggregate for bodily injury and property damage, for the purposes of providing liability protection to FSAH, with contract obligation coverage for the benefit of the City with reference to the FSAH Facility and activities of FSAH pursuant to this Agreement.

13. Audit and FOIA. Because FSAH will be paid monies from the City under this Agreement, FSAH agrees that its records and meetings relating to monies received and services provided under this Agreement may be audited by the City at any time and any records requested by the City will be made available, at the City's expense. This Agreement and any records of FSAH related to this Agreement, but not the private records of FSAH unrelated to the services provided hereunder, shall be subject to the provisions of the Arkansas Freedom of Information Act. FSAH reserves all rights as a private entity regarding any compliance with the FOIA.

14. Conditions Subsequent to the Effective Date. The City and FSAH agree to begin the planning of a purposely built Animal shelter for use by FSAH. FSAH may raise funds for the express purpose to design, construct, and outfit such shelter. Upon approval by its Board of Directors, the City may enter into separate contract(s) regarding said new shelter. Nothing in this

Agreement obligates the City to participate in any financial obligations or contribute any funding associated with the building of a new shelter contemplated by this paragraph.

15. Default and Enforcement. If either party to this Agreement makes a determination that the other party is in default of any of that party's duties and obligations under the Agreement, the first party shall issue a written notification describing the alleged default and shall cause same to be delivered to the allegedly defaulting party. Any party receiving such a notice shall have the period of ten (10) business days in which to remedy the described default and to respond in writing to the first party. Unless resolved by the written response, the representatives of the parties shall meet to discuss a resolution of the dispute within thirty (30) days of the original notice. A party may terminate this Agreement upon written notice to the other party in the event a default has not been cured within thirty (30) days of the original notice of default. Both parties to this Agreement reserve all legal rights and remedies with reference to enforcement of this Agreement.

16. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be provided to the other party at the addresses indicated:

Mayor/Administration
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902

FSAH
Director of Operations
9501 Black Bear Trail
Fort Smith, AR 72916

17. Emergency Contact. FSAH shall provide to the City the names and telephone numbers of its Director of Operations and President for the purpose of emergency contact during hours when FSAH's normal work force is not present.

18. Non-Appropriations. If the governing body of the City does not appropriate sufficient funds to fund the City's payment obligations hereunder, the City has the absolute right to (1) discontinue use of the FSAH Facility upon three (3) months' written notice; and, (2) terminate this Agreement. In such event, FSAH shall have no legal rights pursuant to this Agreement effective at the end of that notice period. Notwithstanding any such termination, the City shall pay FSAH in full for all amounts owed under this Agreement through the effective date of termination, including the Monthly Fee, Shelter Fees and Allowable Expenses for the entire three (3) month notice period, as well as any amounts accrued and unpaid before notice was given. All such amounts shall be paid within thirty (30) days of FSAH's final invoice. Except for the

payment obligations in this Section, FSAH shall have no further rights pursuant to this Agreement following termination.

19. Governing Law and Venue. This Agreement is to be construed and enforced pursuant to the laws of the state of Arkansas and any dispute with respect to it and the rights and duties thereby created shall be litigated in a court having jurisdiction with venue in Fort Smith, Arkansas.

20. Authority. Each person executing this Agreement represents and warrants that he/she has authority to sign this Agreement on behalf of the party for which he/she is signing, and that his/her signature binds said party to the terms and provisions of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arm's length negotiations.

22. No Third-Party Beneficiary. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.

23. Costs and Fees. The parties agree that should any party seek legal action to enforce the terms and conditions of this Agreement, the prevailing party in that litigation shall recover its costs and attorney's fees incurred in the legal action.

24. Successors and Assigns. It is mutually understood and specifically agreed that this Agreement is binding upon the respective successors and assigns of the parties hereto.

25. Termination of April 20, 2022 Agreement. Upon the Effective Date of this Agreement, the April 20, 2022 Agreement for Animal Shelter Services between the parties is terminated and the parties shall have not further rights or obligation under the April 20, 2022 Agreement for Animal Shelter Services.

26. Execution. This Agreement may be executed by facsimile, in multiple counterparts, each of which shall be deemed to be an original, but all of which together, shall constitute one and the same document.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the City and FSAH have executed this Agreement for Animal Shelter Services.

CITY:
CITY OF FORT SMITH

_____
MAYOR
Date of Execution

ATTEST:

_____
CITY CLERK

FSAH:
Fort Smith Animal Haven Inc.,
an Arkansas non-profit corporation

_____
DIRECTOR OF OPERATIONS
Date of Execution:

ATTEST:

_____

SECRETARY

Exhibit A

Fort Smith Animal Haven
Fixed Cost Estimate

	Annual	Monthly
Building (Rent, Maintenance Kennels)		
Rent	42,000	3,500
Building Costs - Kennels	600	50
Building Costs - Maint & Repairs	15,000	1,250
Building Total	**57,600**	**4,800**
Cleaning	19,092	1,591
Insurance	20,580	1,715
Part Time Vet	54,240	4,520
Salaries & Wages	650,436	54,203
Professional Fees	18,000	1,500
Traps	-	-
Utilities	-	
Electric	22,332	1,861
Propane	12,492	1,041
Water	14,952	1,246
Internet Services	8,904	742
IT Services	32,592	2,716
Utilities Total	**91,272**	**7,606**
Total Fixed Costs	**911,220**	**75,935**

Position Titles	Non-Exempt	Exempt
	Hrly	Wk Slry
Adoption Coordinators	$12.00 - $14.00	
Foster Coordinators	$13.00 - $15.00	
Transport Coordinators	$13.00 - $17.00	
Volunteer Coordinators	$13.00 - $17.00	
Office Clerks	$13.00 - $14.00	
Vet Assistants	$13.00 - $19.00	
Kennel Techs	$12.00 - $17.00	
Operations Manager	$17.00 - $21.00	
Accountant	$35.00 - $40.00	
Development Director		$961.00-$1500.00
Associate Director		$520.00 - $960.00
Director of Operations		$961.00 - $1500.00