

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10774**

**MOVED BY COUNCILPERSON:** Hamacek

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN PENNSYLVANIA,  
APPROVING A CONTRACT WITH JOHNSTOWN ANIMAL WELFARE SOCIETY, INC., ("JAWS")  
FOR TARGETED STRAY CAT TRAPPING, STERILIZATION AND LIMITED TREATMENT  
SERVICES**

**WHEREAS**, the City of Johnstown recognizes the need to take steps to control the stray cat population in the City; and

**WHEREAS**, the City's 2026 budget includes line item 01-405-31-050-01 for animal control services in the City; and

**WHEREAS**, the City of Johnstown desires to engage with JAWS, a registered domestic nonprofit organization, to coordinate and complete humane trapping, verification, transport, sterilization, ear-tipping and rabies vaccination on stray cats in the City.

**NOW THEREFORE, BE IT RESOLVED**, that the City Manager and/or his designee is hereby authorized to execute a contract between the City of Johnstown and Johnstown Animal Welfare Society, Inc., in the amount of \$4000.00 for services to include humane trapping, verification, transport, sterilization, ear-tipping and rabies vaccination for up to 26 eligible stray cats in the City to be paid out of budget line item 01-405-31-050-01 and further authorizing Johnstown Animal Welfare Society, Inc., to submit non-City cats for the identified services if trapped by a trapper approved by JAWS in the City with JAWS reimbursing the City for non-City cats at a rate of \$80 per female and \$75 per male.

**RESOLUTION SECONDED BY COUNCILPERSON:** Arnone

**ADOPTED:** May 13, 2026

Hamacek			Barber			Clark			Arnone			King			Brandon-Taylor			Spinelli		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10774 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

Sylvia King  
Mayor Sylvia King/Deputy Mayor Charles Arnone

Art Martynuska  
Art Martynuska, City Manager/Jennifer Burkhart, City Clerk

## **AGREEMENT FOR TARGETED STRAY CAT TRAPPING AND ALTERATION SERVICES**

This Agreement is entered into on the 13 day of May, 2026, between the City of Johnstown, a Third Class City, (hereinafter "City") with offices located at 401 Main Street, Johnstown, Pennsylvania 15901 and Johnstown Animal Welfare Society, Inc., (hereinafter "JAWS"), a domestic nonprofit corporation located at 407 Park Avenue, Johnstown, Pennsylvania 15902.

**1. Purpose.** This Agreement establishes the terms under which JAWS, a nonprofit corporation, will coordinate and complete the humane trapping, verification, transport, sterilization (alteration), ear-tipping, and rabies vaccination of up to twenty-six (26) stray cats within a designated neighborhood of the City.

### **2. Scope of Services**

#### **2.1 Trapping and Verification**

JAWS shall:

- a. Coordinate trapping activities within the designated City neighborhood Moxham on the project date.
- b. Ensure that all trapped cats are reasonably verified as originating within the City limits and are not owned pets or animals from outside jurisdictions.
- c. JAWS shall only use trappers they recognize, approved prior to trapping of cats to be submitted for services.
- d. JAWS shall maintain a list of approved trappers
- e.

#### **2.2 Transport and Veterinary Services-**

JAWS shall receive animal eligibility criteria from Allegheny Spay and Neuter Clinic, a registered limited liability company, located at 2601 E College Ave, State College, PA 16801 (hereinafter "ASNC"), and make an effort to screen trapped animals prior to transporting them to ASNC for treatment.

- a. JAWS shall coordinate with Allegheny Spay and Neuter Clinic (ASNC) mobile unit, on the transport of animals to its clinic for treatment consistent with the terms of this Agreement.
- b. JAWS shall coordinate with ASNC to provide:
  1. Sterilization procedures for up to twenty-six (26) cats (anticipated mix of approximately ten (10) males and up to sixteen (16) females).
  2. Ear-tipping for identification of sterilized feral cats.
  3. Rabies vaccination for all cats treated under this Agreement.
  4. JAWS shall ensure that only veterinarians licensed to practice in the Commonwealth of Pennsylvania perform said services under this contract.

5. JAWS shall designate a representative or representatives of JAWS to coordinate directly with the City of Johnstown, ASNC, and the Cambria County Humane Society.

**2.3 Housing and Recovery Care.** JAWS shall coordinate with the Humane Society of Cambria County (HSCC) for:

- a. Temporary housing of cats pre- and post-procedure
- b. Feeding, cleaning, and daily care during recovery

JAWS shall be solely responsible for any compensation arrangements with HSCC.

### **3. Compensation**

**3.1 Project Fee.** The City shall pay JAWS **Four Thousand Dollars (\$4,000)**, which shall include:

Coordination and activation of trapping personnel

- a. Project administration and documentation
- b. Payment to ASNC for veterinary services
- c. General logistics associated with the project

Payment shall be made with a deposit of \$1,500 at signing, and balance upon completion of services and submission of acceptable documentation as outlined in paragraph 3.2 below, unless otherwise agreed.

**3.2 Documentation Requirement.** JAWS shall provide:

- a. Number of cats trapped, treated, and returned
- b. Verification summary of City-origin animals
- c. Invoice or cost summary from ASN
- d. Summary of any unused or substituted slots

**4. Use of Remaining Funds.** Any funds remaining, after submission of proof of payment of direct project costs associated with servicing 26 cats, inclusive of stray cat servicing authorized under paragraph 5 below, may be retained by JAWS and used solely for the improvement of program-related equipment and operations.

**5. Incomplete Utilization of ASNC Capacity.** If fewer than twenty-six (26) eligible City stray cats are trapped and verified:

- a. JAWS may utilize remaining clinic capacity for non-City stray cats trapped by a trapper approved by JAWS.
- b. JAWS shall reimburse the City for each non-City animal processed at the following rates:
  1. \$80 per female
  2. \$75 per male

Reimbursement shall be made within **30 days** of project completion.

**6. Term.** This Agreement is limited to activities conducted on or about June 20, 2026, and any follow-up actions reasonably necessary to complete the services described herein.

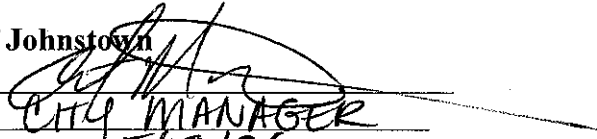
**7. Liability and Indemnification.** JAWS agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, damages, or liabilities arising from the performance of services under this Agreement.

**8. Insurance.** JAWS shall maintain appropriate liability insurance covering its operations and personnel involved in trapping, transport, and handling of animals.

**9. Independent Contractor.** JAWS shall operate as an independent contractor and not as an employee or agent of the City.

**10. Entire Agreement.** This document constitutes the entire agreement between the parties and may only be modified in writing signed by both parties.

City of Johnstown

By:   
Title: CITY MANAGER  
Date: 5/13/26

JAWS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_