

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10787

MOVED BY COUNCILPERSON: King

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

WHEREAS, The City of Johnstown recognizes the continual need to control the stray cat population in the City; and

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

WHEREAS, the City desires to engage 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 of Johnstown.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and/or his designee is hereby authorized to execute contract between the City of Johnstown and the Johnstown Animal Welfare Society Inc for services to include humane trapping, verification, transport, sterilization, ear tipping and rabies vaccinating. Services provided by JAWS for the above referenced procedures shall be paid to JAWS from budget line item 01-405-31-05-O-01 and further authorizing JAWS to submit non city cats for 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 \$65 per male.

RESOLUTION SECONDED BY COUNCIL PERSON: Arnone

ADOPTED: July 8, 2026

King			Arnone			Clark			Barber			Brandon-Taylor			Hamacek			Spinelli		
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ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10787 as the same adopted by the City Council of the City of Johnstown, of Pennsylvania.

Sylvia King
Mayor/Sylvia King/Deputy Mayor Charles Arnone

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

AGREEMENT FOR TARGETED STRAY CAT TRAPPING AND ALTERATION SERVICES

This Agreement is entered into on the 8 day of July, 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 instances of bulk, concentrated TNR services. This service includes the humane trapping, verification, transport, sterilization (alteration), ear-tipping, rabies vaccination, and return of up to twenty-six (26) stray cats within a designated neighborhood of the City. This agreement provides that JAWS will complete at least one and up to ten instances on unique project dates as designated by JAWS based on volunteer and clinic availability and the activity of cat colonies throughout the term of the agreement.

2. Scope of Services

2.1 Trapping and Verification

JAWS shall:

- a. Notify the City when a project date is scheduled and name the City neighborhood designated for that project date
- b. Coordinate trapping activities within a designated City neighborhood, rotating the targeted neighborhood each project date.
- c. Ensure that all trapped cats are reasonably verified as originating within the City limits and are not owned pets or animals from outside jurisdictions.
- d. JAWS shall only use trappers recognize and approved by JAWS prior to trapping of cats to be submitted for services.
- e. JAWS shall maintain a list of approved trappers.
- f. JAWS shall keep record of each cat trapped, the name of the trapper and the address from which the cat was trapped.

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"), or another licensed provider selected by JAWS 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 or another licensed provider, on the transport of animals to its clinic for treatment consistent with the terms of this Agreement.
- b. JAWS shall coordinate with ASNC or another licensed provider to provide:

1. Sterilization procedures for up to twenty-six (26) cats per project date (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 or another licensed provider, 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.

2.4 Cat Release. JAWS shall be responsible for releasing each cat in the approximate vicinity from which it was trapped except as per paragraph 4.2 below.

3. Compensation

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

- a. Coordination and activation of trapping personnel
- b. Project administration and documentation
- c. Payment to ASNC for veterinary services
- d. General logistics associated with the project

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

3.2 Documentation Requirement. JAWS shall provide, per project date:

- a. Targeted neighborhood
- b. Number of cats trapped, treated, and returned
- c. Verification summary of City-origin animals
- d. Invoice or cost summary from ASNC or Another Licensed Provider
- e. Summary of any unused or substituted slots

4. Use of Remaining Funds.

4.1 Designation of 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.

4.2 Ability to Rescue. At the sole discretion of JAWS, a JAWS member may retain any friendly cat trapped as part of the activities in this agreement and intake said cats into a rescue situation. JAWS will reduce their adoption fee on cats rescued as part of activities in this agreement from \$120 to \$60, in recognition of the City's contribution to that cat's sterilization. The reduced adoption fee charged to a future adopter will help defray the cost of FeLV/FIV testing and additional vaccinations required to rehome a stray cat, rather than simply releasing it.

5. Incomplete Utilization of ASNC or Another Licensed Provider Capacity. If fewer than twenty-six (26) eligible City stray cats are trapped and verified per project date:

- 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. \$65 per male

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

6. Term. This Agreement is limited to activities conducted through May 31, 2027, 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: [Signature]
Title: CITY MANAGER
Date: 7/8/26

JAWS

By: [Signature]
Title: President
Date: 7/8/26