

RESOLUTION NO. 2014-209

A RESOLUTION AUTHORIZING A SUBGRANTEE AGREEMENT
WITH CUMBERLAND COUNTY SPCA, FOR PETSMA
T CHARITIES GRANT FUNDING FOR THE CITY'S TNR PROGRAM.

WHEREAS, the City of Vineland has obtained grant funding from PetSmart Charities, Inc., for spay/neuter of free-roaming/feral cats in the City of Vineland; and

WHEREAS, the City of Vineland desires to enter into a subgrantee agreement with Cumberland County SPCA, for implementation of grant funded activities; now, therefore,

BE IT RESOLVED by the City Council of the City of Vineland that the Mayor and City Clerk be and the same are hereby authorized to execute a Contract Agreement between the City of Vineland and Cumberland County SPCA, for assistance in the implementation of approved activities under grant funding received by the City from PetSmart Charities, Inc.

Adopted:

President of Council

ATTEST:

City Clerk

CONTRACT AGREEMENT

BY AND BETWEEN

THE CITY OF VINELAND
AND
CUMBERLAND COUNTY SPCA

THIS AGREEMENT, entered into as of this _____ day of _____, 2014, by and between the CITY OF VINELAND, NEW JERSEY, hereinafter referred to as "CITY", and CUMBERLAND COUNTY SPCA, Vineland, New Jersey, hereinafter referred to as "SPCA";

WITNESSETH THAT:

WHEREAS, the CITY has obtained grant funding for the implementation of a TNR Program for free-roaming/feral cats; and

WHEREAS, the CITY desires to enter into a Contract with SPCA to direct the undertaking of grant-funded activities;

NOW, THEREFORE, THE PARTIES TO THE CONTRACT DO MUTUALLY AGREE TO THE FOLLOWING:

I. SCOPE OF SERVICES

SPCA agrees to provide the following services for free-roaming/feral cats which are part of a colony registered in accordance with the City's Ordinance No. 2012-49: spay/neuter, rabies vaccination, ear-tipping, insertion of City provided microchips, and additional veterinary care if required at the time of the above services.

SPCA shall submit a monthly report to the CITY, no later than the 15th of the month following the month for which the report is due, which shall include the following information:

- Cat (adult and kitten) intake from zip codes 08360 and 08361
- Total cat (adult and kitten) intake from City of Vineland
- Number of surgeries performed utilizing grant funds, broken down by the number of (a) neuters, (b) spays, (c) in heat, and (d) pregnant
- Microchip identification numbers and associated colony location for each cat

II. TIME AND CONDITIONS OF PERFORMANCE

The rendering of services by SPCA and the funding provided by the within agreement shall be for a period effective upon the execution of this agreement through August 31, 2014.

III. COMPENSATION AND METHOD OF PAYMENT

Payments for services as set forth in this agreement will be made to SPCA upon said organization's presentation of invoices for reimbursement of expenses accompanied by reports, in accordance with the attached Budget.

Payments will be issued to SPCA within 20 days of receipt of completed invoice.

It shall be SPCA's obligation to manage the budgeted funds for the program to assure the availability of funds for the payment of services provided. The City shall not be responsible for the cost of services beyond the funds budgeted.

IV. OTHER TERMS AND CONDITIONS

SPCA shall furnish to the City of Vineland a certificate of liability insurance naming the City of Vineland as an additional insured and evidencing that it is in full force and effect, with a minimum limit of liability of \$500,000 for each occurrence. This policy shall not be cancelled without providing at least thirty (30) days' notice to the City of Vineland.

SPCA shall present a certification of their insurance carrier holding the City of Vineland harmless from any law suits which could be entered against SPCA with respect to their services or activities or their property.

V. EFFECT OF AGREEMENT

(A) This Agreement constitutes the entire Agreement of the parties and supersedes all prior or contemporaneous agreements and understandings, and there are no other terms and conditions other than those set forth herein. No covenant or condition not expressed in this agreement shall be effective to interpret, change or restrict this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns, except as otherwise herein provided.

(B) Nothing herein expressed or implied is intended or shall be construed to confer upon or to give to any person or entity, other than the parties hereto, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under or by reason of this Agreement.

(C) This agreement can be cancelled by either party by providing thirty (30) days written notice.

This Agreement and the interpretation and construction thereof shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the City of Vineland and SPCA have executed this Agreement as of the date and year first above written.

CITY OF VINELAND

By _____
Ruben Bermudez, Mayor

ATTEST:

Keith Petrosky, City Clerk

CUMBERLAND COUNTY SPCA

By _____

ATTEST:
