RESOLUTION NO. 2013-<u>361</u>

A RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH PETSMART CHARITIES, INC. FOR THE CITY'S TRAP-NEUTER-RETURN PROGRAM.

WHEREAS, the City has received notice of award of grant funds from PetSmart Charities, Inc., in the amount of \$9,660.00, for the City's Trap-Neuter-Return Program; and

WHEREAS, it is the desire of the City of Vineland to accept said grant award; now, therefore,

BE IT RESOLVED by the City Council of the City of Vineland as follows:

- 1. THAT the Mayor and City Comptroller of the City of Vineland be and the same are hereby authorized to execute a grant agreement and such other related documents as required with PetSmart Charities, Inc.
- 2. THAT the City of Vineland agrees to undertake its obligations under the grant agreement.

| Adopted: | |
|------------|----------------------|
| ATTEST: | President of Council |
| City Clerk | |



GRANT STATEMENT

THIS GRANT STATEMENT is entered into and forms a part of that certain Grant Agreement dated <u>June 28, 2013</u> (the "<u>Agreement</u>") by and between PetSmart Charities, Inc. ("<u>PetSmart Charities</u>") and the "<u>Organization</u>" identified below. The Parties are entering into this Grant Statement to set forth additional terms and conditions for a Grant from PetSmart Charities to the Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

| Parties and Contact Information | | | | |
|---------------------------------|---|-----------------------|--|--|
| PetSmart Charities: | PetSmart Charities, Inc. | Organization: | City of Vineland | |
| Address: | 19601 North 27 th Ave Phoenix, AZ 85027 | Address: | 640 E. Wood Street, PO Box 1508 Vineland, NJ 08362-1508 | |
| Principal Contact: | Bryan Kortis | Principal Contact: | Denise Monaco | |
| Notice contact: | Legal Department | Notice contact: | Denise Monaco | |
| Tel: | 1-800-738-1385 | Tel: | 856-794-4000 | |
| Fax: | 1-623-580-6561 | Fax: | | |

| Grant Terms | | |
|----------------------|--|--|
| Effective Date: | June 28, 2013 | |
| Grant Funds: | \$9,660 for the Grant Purpose as stated below. | |
| Grant Conditions: | There are no additional conditions beyond the requirements of the Agreement and the Grant Statement. | |
| Grant Distributions: | PetSmart Charities will distribute the Grant Funds to the Organization for the Grant Purpose as follows: | |
| | □ \$9,660 in a single installment. | |

| Grant Purpose: | The Grant Funds will total \$9,660 over one year. The Grant Funds will be used by the Organization solely for the purpose of: | |
|----------------|--|--|
| | <u>p</u> Focus of surgeries: approximately 100 free-roaming cats in zip codes 08360 and 08361 (Vineland, NJ). | |
| | <u>During the Grant Period, completing approximately 100 spay/neuter surgeries, with:</u> | |
| | o \$6,000 for the surgeries, including rabies vaccinations, at an average of \$60 per. | |
| | o \$1,610 for 20 traps, 1 drop trap and 6 trap dividers, including shipping. | |
| | o \$1,000 for additional veterinary care. | |
| | o \$500 for transportation expenses. | |
| | o \$450 for 100 microchips at \$4.50 per. | |
| | o \$100 for trapping supplies. | |
| Grant Period: | The Grant Period will commence on the Effective Date set forth in this Grant Statement, which in no event shall be earlier than effective date of the Agreement and will continue for a period of 12 Months. | |

| Reporting Obligations: | GRANT REPORTING REQUIREMENTS: | |
|------------------------|---|--|
| | In addition to any requirement set forth in the Grant Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this Grant Statement, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how reports are provided. | |
| | Final report: By October 1, 2014, via www.cybergrants.com/petsmartcharities/reports/app: | |
| | A final project report on the results and impact of the project, including the number of surgeries performed as part of the Grant, broken down by the number of (a) neuters, (b) spays, (c) in heat, and (d) pregnant. | |
| | - A detailed report on the expenditure of Grant Funds, including receipts upon request. | |
| | A detailed report on the total income and expenses for the project funded by the Grant. | |
| | Statistics for measuring the impact of the grant project, as listed below, for calendar year 2012 and for each full calendar year afterwards up until submission of the final report. | |
| | Types of statistics to be included in the final report: | |
| | (1) Cat (adult and kitten) intake from zip codes 08360 and 08361, with respect to the Organization. | |
| | (2) Total cat (adult and kitten) intake from the City of Vineland, with respect to the Organization. | |
| Additional Terms: | As of the date of signing this Grant Statement, the Organization represents to PetSmart Charities that each of its representations, warrants and covenants provided in the Agreement and this Grant Statement are true and correct, including, but not limited to, those set forth in Section 8 of the Agreement. | |
| | | |

This Grant Statement shall not be binding on either Party until executed by both Parties. Organization acknowledges and agrees that PetSmart Charities may rescind any offer contained herein at any time until the Agreement has been executed by both Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Grant Statement to be signed by their respective and duly authorized representatives as of the last date set forth below.

| "PETSMART CHARITIES" | "ORGANIZATION" |
|--------------------------|------------------|
| PETSMART CHARITIES, INC. | CITY OF VINELAND |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Please make a copy of this document for your records and mail this signed original to:

PetSmart Charities, Inc. Attn: GRANTS 19601 North 27th Avenue Phoenix, AZ 85027