

**TOWNSHIP OF LOWER NAZARETH
NORTHAMPTON COUNTY, PENNSYLVANIA**

RESOLUTION (NT-37-18)

**AUTHORIZING APPROVAL OF PARTICIPATION IN
THE NAZARETH AREA COUNCIL OF GOVERNMENTS
ANIMAL CONTROL OFFICER PROGRAM.**

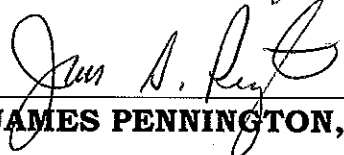
The undersigned municipality hereby authorizes execution of the attached Animal Control Officer Services Agreement with the Nazareth Area Council of Governments pursuant to authority granted by the Intergovernmental Cooperation Act, Borough Code, or Second Class Township Code, as applicable, and authorizes designated municipal official to execute the attached Agreement.

DULY APPROVED the 24 day of October, 2018.

TOWNSHIP OF LOWER NAZARETH

ATTEST:


TAMMI DRAVECZ, Secretary

BY: 
JAMES PENNINGTON, Chairman

NAZARETH AREA COUNCIL OF GOVERNMENTS
ANIMAL CONTROL OFFICER SERVICES AGREEMENT

MULTIMUNICIPAL AGREEMENT

This Multimunicipal Agreement (this "Agreement") is made effective the first day of January, 2019, by and between NAZARETH AREA COUNCIL OF GOVERNMENTS and BUSHKILL TOWNSHIP, LOWER NAZARETH TOWNSHIP, TATAMY BOROUGH, BATH BOROUGH, and STOCKERTOWN BOROUGH.

WHEREAS, the Nazareth Area Council of Governments was duly organized by its member municipalities for the purpose of intergovernmental cooperation pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. 2301-2315, for the purpose of providing the elected officials of the member municipalities the means of frequent communication and organization to foster a cooperative effort to resolve regional problems, to determine policies, and to formulate and implement plans and programs to meet regional needs; and

WHEREAS, the Nazareth Area Council of Governments has deemed fit to establish a regional Animal Control Officer Program to provide Animal Control Officer services pursuant to the Dog Law, Act of December 7, 1982, P.L. 784, No. 225, Art I § 101, et seq., as amended, 35 P.S. 459-101, et seq.; and

WHEREAS, the participating municipalities have agreed to enter into an agreement with the Nazareth Area Council of Governments to implement the Animal Control Officer Program as set forth in the attached Independent Contractor Agreement between Nazareth Area Council of Governments and Pibbles Paws Safe Haven.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. The undersigned municipalities hereby agree to execute the attached Independent Contractor Agreement, Nazareth Area Council of Governments Animal Control Officer Services (Exhibit "A"), which shall provide Animal Control Officer services to the undersigned municipalities during the calendar year 2019, as defined and authorized by the Dog Law.

2. The undersigned municipalities hereby agree to formally appoint PIBBLES PAWS SAFE HAVEN, INC., its employees, and others as shall be designated by the Nazareth Area Council of Governments to perform Animal Control Officer services within their respective municipalities.

3. This Agreement shall be for a term of one (1) year commencing January 1, 2019.

4. In consideration for the services to be performed hereunder, each municipality shall pay to the Nazareth Area Council of Governments a sum equal to Fifty (\$.50) Cents per capita as calculated as follows:

Tatamy	1,142	x	.50	=	\$ 571.00
Bath	2,680	x	.50	=	\$1,340.00
Stockertown	925	x	.50	=	\$ 462.00
Bushkill	8,321	x	.50	=	\$4,160.00
Lower Nazareth	5,801	x	.50	=	\$2,900.00

Said sums shall be payable on a quarterly basis no later than December 15, 2018, March 15, 2019, June 15, 2019, and September 15, 2019. In the event grant funding becomes available, appropriate pro rata adjustments shall be made to the

payment formula as authorized by the Nazareth Area Council of Governments Board.

5. Nazareth Area Council of Governments shall provide quarterly reports to participating municipalities detailing dogs captured, location of capture, services rendered, and disposition.

6. Nazareth Area Council of Governments shall schedule such meetings as shall be necessary among participating municipalities to discuss the effectiveness of the program and the needs of the respective municipalities.

7. Nazareth Area Council of Governments shall defend, indemnify, and hold harmless member municipalities, its members, or elected and appointed officials, officers, employees, and agents from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses, including without limitation attorney's fees and costs, which arise out of, relate to or result from any act or omission of the Nazareth Area Council of Governments.

8. This is the entire agreement between the Nazareth Area Council of Governments and the undersigned member municipalities.

9. This Agreement will be governed by Pennsylvania law.

DULY EXECUTED BY THE PARTIES AS FOLLOWS:

ATTEST:

**NAZARETH AREA COUNCIL
OF GOVERNMENTS**

Secretary

By: _____
Chairman

Dated: _____

ATTEST:

Secretary

Dated: _____

BUSHKILL TOWNSHIP

By: _____
Chairman, Board of Supervisors

ATTEST:

Secretary

Dated: _____

LOWER NAZARETH TOWNSHIP

By: _____
Chairman, Board of Supervisors

ATTEST:

Secretary

Dated: _____

BOROUGH OF TATAMY

By: _____
Borough Council President

ATTEST:

Secretary

Dated: _____

BOROUGH OF BATH

By: _____
Borough Council President

ATTEST:

Secretary

Dated: _____

BOROUGH OF STOCKERTOWN

By: _____
Borough Council President

INDEPENDENT CONTRACTOR AGREEMENT

NAZARETH AREA COUNCIL OF GOVERNMENTS
ANIMAL CONTROL OFFICER SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made effective the ____ day of _____, 2018, by and between NAZARETH AREA COUNCIL OF GOVERNMENTS (the "Client"), with principal offices located at 1114 Bushkill Center Road, Nazareth, Pennsylvania 18064, and PIBBLES PAWS SAFE HAVEN (the "Contractor"), a Pennsylvania nonprofit corporation, with principal offices located at 545 Creek Road, Bath, Northampton County, Pennsylvania 18014.

1. DESCRIPTION OF SERVICES. Beginning the 1st day of January, 2019, Contractor will provide Animal Control Officer services (collectively, the "Services") as more specifically defined, delineated, and limited as set forth in Exhibit "A", attached hereto, made a part hereof, and incorporated herein. Animal Control Officer services shall be provided to Tatamy Borough, Bath Borough, Stockertown Borough, Bushkill Township, and Lower Nazareth Township.

2. PAYMENT FOR SERVICES. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor the annual sum of Nine Thousand Four Hundred Thirty-Three (\$9,433.00) Dollars payable at the rate of Seven Hundred Eight-Six and 08/100 (\$786.08) Dollars per month on the first day of each month during the term of this Agreement. No other fees and/or expenses will be paid by Client to Contractor unless such fees and/or expenses have been approved in advance by Client in writing.

3. TERM. This Agreement shall be for a term of one year commencing the 1st day of January, 2019.

4. INDEPENDENT CONTRACTOR STATUS. Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees as follows:

A. Contractor has the right to perform services for others during the term of this Agreement.

B. Contractor has the right to hire assistants or subcontractors or to use employees to provide the services required by this Agreement.

C. Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

D. The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

E. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement. Contractor warrants the skills necessary to perform the services herein by Contractor, Contractor's employees, and contract personnel.

5. BUSINESS LICENSES, PERMITS AND CERTIFICATES. Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement, and have been certified in accordance with law.

6. STATE AND FEDERAL TAXES. Client will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

7. FRINGE BENEFITS. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

8. UNEMPLOYMENT COMPENSATION. Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

9. WORKERS' COMPENSATION. Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

10. INSURANCE. Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

A. Automobile liability insurance for each vehicle used in the performance of this Agreement – including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles – in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

B. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability. Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

11. INDEMNIFICATION. Contractor shall defend, indemnify, and hold harmless Client, its members, or elected and appointed officials, officers, employees, and agents from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses, including without limitation attorneys' fees and costs, which arise out of, relate to or result from any act or omission of Contractor.

12. TERMINATING THE AGREEMENT. With reasonable cause, Client may terminate this Agreement upon giving thirty (30) days' written notice. Reasonable cause includes: a material violation of this Agreement or any act exposing Client or its members to liability to others for personal injury or property damage.

13. EXCLUSIVE AGREEMENT. This is the entire Agreement between Contractor and Client.

14. MODIFYING THE AGREEMENT. This Agreement may be modified only by a writing signed by both parties.

15. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

16. ASSIGNMENT AND DELEGATION. Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

17. STATUTORY AUTHORIZATION. All terms and references as well as authorization for the implementation of this Agreement is that as contained in the Dog Law, Act of December 7, 1982, P.L. 784, No. 225, Art I § 101, et seq., as amended, 35 P.S. 459-101, et seq.

18. APPLICABLE LAW. This Agreement will be governed by Pennsylvania law, without giving effect to conflict of law principles.

CLIENT:
NAZARETH AREA COUNCIL OF
GOVERNMENTS

ATTEST:

Secretary

By: _____
James Pennington, Chairman

CONTRACTOR:
PIBBLES PAWS SAFE HAVEN

ATTEST:

Danielle Johnson-McAlister,
Secretary

By: _____
Tim Kellner, President

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED PURSUANT TO INDEPENDENT CONTRACTOR AGREEMENT FOR THE PERFORMANCE OF ANIMAL CONTROL OFFICER SERVICES

The purpose of the establishment of an Animal Control Officer Program for participating member municipalities of the Nazareth Area Council of Governments is to address the health, safety, and welfare concerns arising from stray or unwanted dogs, secure their protection, capture strays, find their owners, or find suitable placement.

1. The Animal Control Officer shall only be responsible for dogs. All terms and references as well as authorization for implementation, duties and responsibilities, is that as contained in the Dog Law, Act of December 7, 1982, P.L. 784, No. 225, Art I § 101, et seq., as amended, 35 P.S. 459-101, et seq.
2. The Animal Control Officer shall be available 24 hours a day, 365 days a year, and shall provide contact information to all participating member municipalities and their police departments.
3. The Animal Control Officer shall respond to all calls of stray or unwanted dogs originating from participating member municipalities, apprehend said dogs, hold them and dispose of them in accordance with the protocols set forth herein. Calls involving abuse shall be turned over for investigation to appropriate law enforcement or Humane Society police officers.
4. Upon capture of a stray or unwanted dog, the following protocols shall be followed:
 - A. Hold the dog for 48 hours
 - B. Seek identity of the owner using social media and other media outlets

- C. Provide medical/veterinary assistance as shall be deemed necessary
 - D. Provide kenneling, food, and water
 - E. All captured dogs shall be micro chipped
 - F. If within 48 hours the owner shall not secure return of the dog, it shall be provided with all necessary inoculations and be spayed/neutered
 - G. If within 2 weeks of capture the owner shall not have secured return of the dog, it shall be placed for adoption
 - H. If within 48 hours of capture the owner secures return of the dog, the only reimbursement due the Animal Control Officer by the owner shall be the cost of micro chipping; thereafter, prior to return of the dog, the owner shall be responsible for all expenses incurred for services provided including but not limited to micro chipping, kenneling, and veterinary services.
5. In the event the same dog is captured as a stray within 6 months of a previous stray capture, the owner shall be charged by the Animal Control Officer a reasonable fee approved by client for services rendered prior to return of the dog.
 6. The Animal Control Officer shall provide client with quarterly reports on January 1, April 1, July 1, and October 1, detailing dogs captured, location of capture, services rendered, and disposition.
 7. It shall be the responsibility of the Animal Control Officer to respond to all calls involving stray or unwanted dogs and provide for the capture, seizure, and transportation thereof.
 8. It shall be the responsibility and obligation of the Animal Control Officer to respond to all police department requests for assistance involving stray or unwanted dogs.

9. With regard to the care after seizure of all stray and unwanted dogs, it shall be the responsibility and obligation of the Animal Control Officer to keep the kennels in a clean, safe, and usable order, feed, water, and exercise the animals while in the kennel, make sure the animals in the kennels are safe from each other and safe in extreme weather.
10. Disposition of any dog captured shall be at the sole discretion of the Animal Control Officer. All efforts shall be made not to euthanize dogs, however same may be authorized by the Animal Control Officer where the dog exhibits aggression towards the Animal Control Officer, fights with other dogs left in the kennel, or has a history as a "biter."