

ORDINANCE NO. 87

AN ORDINANCE OF RUSH TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA, ADOPTING A MUNICIPAL DRUG TASK FORCE AGREEMENT WITH THE OFFICE OF ATTORNEY GENERAL OF THE COMMONWEALTH OF PENNSYLVANIA TO ENFORCE NARCOTICS AND ILLEGAL DRUG LAWS AND THEREBY TO PRESERVE THE SAFETY AND WELFARE OF THE COMMUNITY.

PREAMBLE

Rush Township, Schuylkill County, Pennsylvania, acting pursuant to the Intergovernmental Cooperation Act, Act of July 12, 1972, No. 180 (53 P.S. §481, et seq.) hereby enacts this Ordinance adopting a Municipal Drug Task Force Agreement (hereinafter referred to as "Agreement") with the Office of the Attorney General of the Commonwealth of Pennsylvania to enforce narcotics and illegal drug laws and thereby to preserve the safety and welfare of the community.

BE IT ORDAINED by the Board of Supervisors of Rush Township, Schuylkill County, Pennsylvania as follows:

SECTION 1. The Township of Rush has evidenced its intent to participate in the Municipal Drug Task Force activities in cooperation with the Commonwealth's Office of Attorney General designed to interdict the illegal use and trafficking of narcotics and other illegal drugs within its municipal boundaries as well as within the boundaries of nearby communities.

SECTION 2. This Agreement may include intergovernmental cooperative activities with adjacent and nearby municipal governments as part of a regional effort to interdict illegal drug activities.

SECTION 3. The Township of Rush shall utilize the services of its police force, both full time as well as part-time, under the conditions set forth in the Agreement and in compliance with the Municipal Police Jurisdiction Act, 42 Pa.C.S.A. §8953.

SECTION 4. The Township of Rush shall establish, pursuant to the terms of the Agreement which is attached hereto and incorporated as a part of this Ordinance, appropriate procedures to comply with all relevant provisions of the Agreement and relevant regulations, direction, and guidance from the Office of the Attorney General.

SECTION 5. The term of the Agreement shall commence on the 7th day of June, 1990, and may be terminated at any time upon thirty (30) days written notice.

SECTION 6. The purpose and objectives of the Agreement include region-wide coordination of municipal police activities in an effort to combat illegal narcotics and drug trafficking.

SECTION 7. The Agreement shall be financed with the assistance of funds supplied by the Office of the Attorney General of the Commonwealth of Pennsylvania.

SECTION 8. The organizational structure necessary to implement the terms of this Agreement shall be covered by directives, procedures, and guidance from the Office of the Attorney General and other area police departments.

SECTION 9. All property, real or personal, acquired, managed, or disposed of pursuant to this Agreement shall be in accordance with both the terms of the Agreement as well as the

directives, procedures, and guidance of the Office of the Attorney General.

SECTION 10. The municipality shall retain responsibility for the management, control, and direction of its employees with assistance, financial or otherwise, from the Office of the Attorney General.

SECTION 11. The effective date of this Ordinance shall be the 7th day of June, 1990.

ENACTED AND ORDAINED THIS 7th day of June, 1990.

Board of Supervisors
of the Township of Rush

Boyd A. Pindy
Chairman

S. Paul Fegley
Supervisor

Raymond R. Boyer
Supervisor

ATTEST:

Carol Ann Gyet
Secretary

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
MUNICIPAL DRUG TASK FORCE AGREEMENT

THIS AGREEMENT, made this 7th day of June, 1990, by and among the COMMONWEALTH OF PENNSYLVANIA, OFFICE OF ATTORNEY GENERAL (hereinafter referred to as "OAG"), BUREAU OF NARCOTICS INVESTIGATION AND DRUG CONTROL (hereinafter referred to as BNIDC), and the TOWNSHIP OF RUSH, a political subdivision of the Commonwealth of Pennsylvania, (hereinafter "Municipality").

WITNESSETH THAT:

WHEREAS, the Attorney General has established a municipal drug task force program throughout Pennsylvania to coordinate narcotics investigation, enforcement and prosecution activities; and

WHEREAS, the Municipality intends to participate in and is a necessary part of these drug task force activities; and

WHEREAS, the parties wish to establish the administrative framework for carrying out their activities under the program in the Municipality; and

WHEREAS, mobility and the common problem of illegal use and trafficking of narcotics and other illegal drugs have obliterated municipal boundaries in the Municipality enforcement of laws through the Commonwealth of Pennsylvania; and

WHEREAS, municipal police departments themselves have been frustrated by jurisdictional limitations, manpower and equipment shortages and inadequate financial resources in attempting to stem illegal narcotics and drug trafficking; and

WHEREAS, there is an urgent need for uniformity and continuity in the enforcement of such laws in the Commonwealth of Pennsylvania; and

WHEREAS, coordination of police activity in the fight against illegal narcotics and drug trafficking has historically been sporadic, resulting in duplication of effort and reduced coordination; and

WHEREAS, the aforementioned Municipality has determined that the provision of mutual police aid across jurisdictional lines will increase its ability to enforce the provisions of narcotics and illegal drug laws and to preserve the safety and welfare of the entire area; and

WHEREAS, the OAG requests the aid and assistance of the municipal police departments to implement the municipal drug task force activities in compliance with the Municipal Police Jurisdiction Act, 42 Pa. C.S. §8953(a)(3); and

WHEREAS, the Municipality desires to enter into an agreement for the purpose of having available for use throughout the territorial limits of all municipalities signing this mutual and joint agreement, the services of police, both full-time as well as part-time, employed by any and all of the said Municipalities, under the conditions set forth and in compliance with the Municipal Police Jurisdiction Act, 42 Pa.C.S. §8953; and

WHEREAS, cooperation among municipalities in the exercise and performance of their governmental powers, duties and functions is authorized by the various acts of the General Assembly to wit: 53 P.S. §483 and ratified by mutual ordinance pursuant to 53 P.S.

§485; and

WHEREAS, in accordance with the provisions of 53 P.S. §488, the Local Government Commission of the Commonwealth of Pennsylvania has reviewed this Agreement and made recommendations.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. The parties will cooperate in carrying out the work of the Task Force and agree to perform their individual duties as set forth in this Agreement and in the Task Force Guidelines, which is attached for reference.

2. Any employee of a party to this Agreement shall remain an employee of his or her employer for the purposes of any activity under this Agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment except as provided herein. No municipal employee assigned under this Agreement shall be deemed to be an employee of the Commonwealth of Pennsylvania.

3. Term. The term of this Agreement shall begin on the 7th day of June, 1990, and shall continue until terminated upon thirty (30) days written notice.

4. Liability. Each party shall be an independent contractor and responsible for its own employees and for the acts of its employees under this Agreement pursuant to law. Each party shall provide such public liability and other insurance as appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided. All parties to this Agreement shall have all rights and

liability protection as found in Act 96 of 1989. Nothing in this Agreement shall be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

5. Municipal Agreements. Each municipality shall have and maintain in effect a mutual aid agreement by which the employees of each municipality are authorized to carry out their duties in all other Municipalities within the Task Force region. Each municipality shall submit a copy of the agreement upon request to BNI. These agreements shall be executed pursuant to and in compliance with 53 P.S. §483 and ratified by mutual ordinance pursuant to 53 P.S. §485.

6. Termination.

a. Any party may terminate its participation in the Task Force by giving prior written notice to the other parties to this Agreement.

b. The OAG reserves the right to terminate the operation of the Task Force if the OAG determines that it is in the interests of the Commonwealth to do so.

7. Duties Upon Termination. Upon termination or expiration of this Agreement, a party shall return to the Commonwealth any and all materials, documents, equipment or other items or property owned by the Commonwealth and held by any party for the purposes of this Agreement. All parties shall assist in bringing to an orderly conclusion all aspects of any Task Force which has been concluded.

8. Overtime.

a. The OAG agrees to reimburse the Municipalities for overtime incurred by Task Force members performing Task Force duties. No reimbursement for overtime will be made unless the OAG has given prior approval to the employee to work the overtime hours.

b. Reimbursement for overtime will be made in accordance with the procedure set forth in the Task Force Guidelines referenced above.

9. Asset Forfeiture.

a. The process of distribution of assets or proceeds of assets forfeited under the Pennsylvania Controlled Substances Forfeitures Act or any other statute providing for forfeiture shall be based upon the principle of equitable sharing of resources and proceeds.

b. A District Attorney's Office will include the OAG as an eligible recipient in any request by petition to a court for awards of Task Force seizures.

c. The OAG, in conjunction with the District Attorney's Office, shall have sole authority to authorize federal intervention regarding seizure and prosecution only after all avenues offered by the Commonwealth have been exhausted.

d. If federal sharing is authorized, each participating party shall submit the federal form DAG-71, Federal Sharing Request, to the appropriate Office of the United States Attorney.

10. Funds Availability. The OAG's obligations under this

Agreement are contingent upon the appropriation and availability of funds for Task Force purposes.

11. Public Availability of Information. The parties agree to comply with any requests or requirements which the OAG is required to make in order to comply with general requirements relating to the availability to the public of identifiable records or other documents used in the Task Force program. This provision shall not be construed to require disclosure of information expressly made confidential by another statute.

12. Reports. Each Municipality shall submit such reports as the OAG shall require to meet state and federal reporting requirements.

13. Inspection and Audit. Each Municipality agrees to provide information to the OAG and access to records and facilities necessary for the OAG to carry out any audits it is obligated to perform under state or federal law.

14. Contract Subject to Law. The parties shall be bound by all applicable state, federal and local laws in carrying out the work of this Agreement.

15. Amendments. No changes or modifications to the terms of this Agreement shall be valid or binding unless made in writing agreed to and signed by the parties.

16. Assignment. No part of this Agreement or any duty hereunder is assignable.

17. Governing Law. This Agreement will be construed in accordance with Pennsylvania Law.

18. Nondiscrimination Clause. See Attachment I, which is

hereby incorporated into and made part of this contract. This is the standard nondiscrimination provision required for Commonwealth contracts. Reference in the provision to contractor shall mean any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OFFICE OF ATTORNEY GENERAL

DISTRICT ATTORNEY

TOWNSHIP OF RUSH

George A. Pinky

Chairman

ATTEST:

Carol Ann Opat

Secretary 6/7/90

Mark Semanchuk

Solicitor