

ORDINANCE NO. 2007-2

AN ORDINANCE OF WEST MAHANAY TOWNSHIP, ADOPTING A DRUG TASK FORCE AGREEMENT WITH THE SCHUYLKILL COUNTY DISTRICT ATTORNEY'S OFFICE OF THE COMMONWEALTH OF PENNSYLVANIA TO ENFORCE THE NARCOTICS AND ILLEGAL DRUG LAWS AND THEREBY TO PRESERVE THE SAFETY AND WELFARE OF THE COMMUNITY.

WHEREAS, the WEST MAHANAY TOWNSHIP, recognize that the use and trafficking of narcotics and illegal drugs is an increasing problem throughout Schuylkill County; and

WHEREAS, the use and trafficking of narcotics and illegal drugs have tended to obliterate municipal boundaries; and

WHEREAS, the Attorney General of the Commonwealth of Pennsylvania has agreed to hold harmless and indemnify the municipalities which allow their officers to perform task force activities with regard to issues which arise as a result of the officers' performance of task force activities in accordance with the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. § 8951 et. seq.; and

WHEREAS, the WEST MAHANAY TOWNSHIP, intends to participate in the Schuylkill County Drug Task Force in conjunction with the Schuylkill County District Attorney's Office; and

NOW THEREFORE, the WEST MAHANAY TOWNSHIP, acting pursuant to the Act of December 19, 1996, No. 177 (53 P.S. § 2301 et. seq.) hereby enacts this ordinance adopting a Drug Task Force Agreement (hereinafter referred to as "Agreement") with the Schuylkill County District Attorney's Office to enforce narcotics and illegal drug laws and thereby to preserve the safety and welfare of the community.

SECTION 1

The WEST MAHANAY TOWNSHIP has evidenced its intent to participate in the Drug Task Force activities in cooperation with the Schuylkill County District Attorney's Office designed to interdict the illegal 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 cooperation activities with adjacent and nearby municipal governments as part of a regional effort to interdict illegal drug activities.

SECTION 3

The WEST MAHANAY TOWNSHIP shall utilize the services of its police force, full-time and 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 WEST MAHANAY TOWNSHIP 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 Schuylkill County District Attorney's Office.

SECTION 5

The term of the Agreement shall commence upon the effective date of the ordinance 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 and the Schuylkill County District Attorney's Office.

SECTION 8

The organizational structure necessary to implement the terms of this Agreement shall be covered by directives, procedures, and guidance from the Schuylkill County District Attorney's Office.

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 Schuylkill County District Attorney's Office.

SECTION 10

The municipality shall retain responsibility for the management, control and direction of its employees with assistance, financial or otherwise, from the Schuylkill County District Attorney's Office.

SECTION 11

The effective date of this ordinance shall be the 22 day of April, 2007.

ENACTED AND ORDAINED THIS 17 DAY OF APRIL, 2007.

ATTEST: Michael S. Feltz

Joseph Harvey

MUNICIPAL POLICE COOPERATIVE AGREEMENT

THIS AGREEMENT is made this 17 day of April, year of 2007, among the Municipalities that are signatories hereto, all of which are in the boundaries of Schuylkill County, Commonwealth of Pennsylvania.

WHEREAS, increasing population and the increase in the use and trafficking of narcotics and other dangerous drugs have tended to obliterate municipal and county boundaries creating difficulty in enforcing drug laws.

WHEREAS, there exists an urgent need for uniformity and continuity in enforcement of such laws in Schuylkill County, and;

WHEREAS, Schuylkill County contains several police forces, each operating independently; and

WHEREAS, coordination of police activities in the area has historically been sporadic and informal; and

WHEREAS, police officials of Schuylkill County, local governing bodies and the District Attorney of Schuylkill County have manifested a genuine interest in increasing safety in communities through improved police services; and

WHEREAS, the aforementioned municipalities have determined that the provisions of Mutual Police Aid across jurisdictional lines will increase and aid in the enforcement of the provisions of narcotic and dangerous drug laws, resulting in the increased safety and welfare of the citizens of Schuylkill County; and

WHEREAS, the Attorney General of the Commonwealth of Pennsylvania has agreed to hold harmless and indemnify the municipalities which allow their officers to perform task force activities with regard to issues which arise as a result of the officers' performance of task force activities in accordance with the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. § 8951, et. seq.; and

WHEREAS, the municipalities which are signatories hereto desire to enter into an agreement for the purpose of having available for use throughout Schuylkill County the services of police employed by any and all municipalities in Schuylkill County in compliance with the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. § 8951, et. seq.; 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: the Intergovernmental Cooperation Act, 53 PS § 481, et. seq.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

ARTICLE I

POLICE DISTRICT BOUNDARIES

That all municipal boundaries of parties entering into this agreement shall remain in full force and effect with the understanding and agreement that police officers of the signatory municipalities shall have all the powers and authorities conferred by law in any

municipality in which the officers may be involved, pursuant to the provisions of the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. § 8951, et. seq.

ARTICLE II

MUNICIPAL CHIEFS' BOARD

SECTION A

That all police officers who are selected to be members of the Schuylkill County Drug Task Force (hereinafter, "Task Force") shall remain under the general supervision of their own municipal chiefs, except as hereinafter specified, pursuant to 42 Pa. C.S.A. § 8953(e).

SECTION B

Any chief of a municipal department which has provided one or more officers for participation in the Task Force shall be asked to sit on the Municipal Chiefs' Board.

SECTION C

That in order for a police department to be represented on the Municipal Chiefs' Board, that municipality must be a signatory to this agreement.

SECTION D

The purpose of the Municipal Chiefs' Board is to provide a forum in which any perceived problems concerning Task Force operations, policy or personnel may be discussed and resolved in conjunction with the District Attorney's Office; to provide a method of communication between the chiefs and the District Attorney; to provide a forum in which the chiefs may advise the District Attorney and the other board members of the particular problems in each jurisdiction and request assistance as needed; and to keep the chiefs informed regarding Task Force operations and officers' involvement.

SECTION E

The Municipal Chiefs' Board shall review the policies and procedures of the Task Force and, as required, submit recommendations for modifications and implementations to the District Attorney.

SECTION F

The District Attorney, or his designee, shall be present at meetings of the Board, which meetings shall be held once every three (3) months, or at such other times as the members of the board shall wish.

SECTION G

When a task force investigation is undertaken the task force will notify the Chief of the municipality in which the investigation is to be carried out. The Chief will be advised of the general nature of the investigation, the activities to be carried out and an estimate of the time the investigation will continue in the jurisdiction.

ARTICLE III

FINANCE

All monies for the Task Force shall be furnished by grants, donations, funds provided by the Office of the Attorney General, Commonwealth of Pennsylvania, and monies furnished by the Schuylkill County District Attorney's Office as a result of seizures of money and/or assets through drug investigations. All monies received shall be accounted for by appropriate accounting methods and/or placed into a special account. Funds shall be released upon appropriate requests and authorization by the District Attorney as provided in the Task Force Policy and Procedure Manual.

ARTICLE IV

JURISDICTION AND ORDER

SECTION A

At the commencement of a Task Force investigation in a signatory municipality, the chief of police of the municipality shall be contacted and provided with the information pertaining to said investigation. This mandate shall not apply in "Hot Pursuit" situations.

SECTION B

Any police chief of a signatory municipality, or his duly authorized representative, may request Task Force assistance. Requests for assistance from outside state or federal agencies shall be made by the Task Force or the District Attorney of Schuylkill County.

SECTION C

When working in a municipality, Task Force officers shall respect the department's facilities, equipment, procedures and chain of command.

SECTION D

The Task Force Policy and Procedure Manual established by the District Attorney shall be distributed to each Task Force agent. Each member of the Task Force will be responsible to comply with those policies and procedures as they exist and as they may be modified by the District Attorney.

ARTICLE V

PROPERTY

All vehicles which are registered, owned and insured by a particular municipality and used in connection with Task Force activities shall **ONLY** be operated by an employee of that municipality unless authorization is given by the police chief of the municipality to task force members.

ARTICLE VI
DEPUTIZING, IMMUNITY AND CLAIMS

SECTION A

The chief of police in each municipality shall furnish to the District Attorney the names of those officers from his department whom he has chosen to participate in the Task Force. Those officers shall, in turn, be authorized to perform any duties to enforce the drug law in any municipality in Schuylkill County, and shall be able to perform duties in each of the signatory municipalities pursuant to this agreement.

SECTION B

Police services performed and expenditures incurred pursuant to this agreement shall be deemed for public and governmental purposes and all immunities from liabilities enjoyed by a participating municipality within its own boundaries shall extend to its participation in Task Force activities outside of the municipality's boundaries.

SECTION C

The Attorney General of the Commonwealth of Pennsylvania has agreed to hold harmless and indemnify the municipalities which allow their officers to perform Task Force activities with regard to issues which arise as a result of the officers performance of Task Force activities in accordance with the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. § 8951, et. seq.

SECTION D

Each municipality shall, by becoming a signatory to this agreement, waive any and all claims against all other participating municipalities hereto which may arise out of their officers police activities outside of their jurisdictions while rendering police services under this agreement.

ARTICLE VII

INTERPRETATION OF AGREEMENT

Any differences in, or questions concerning, interpretation of this agreement shall be resolved by the District Attorney of Schuylkill County.

ARTICLE VIII

WITHDRAWAL

SECTION A

Withdrawal from this agreement by any single municipality shall not terminate this agreement among remaining municipalities.

SECTION B

A signatory municipality may withdraw from this agreement upon thirty (30) days written notice to the other signatory municipalities and the District Attorney of Schuylkill County.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND AND IN ACCORDANCE WITH PROPER ACTION OF EACH OF THE GOVERNING BODIES OF THE RESPECTIVE MUNICIPALITIES, THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED BY THE PROPER OFFICIALS, THE CHAIRMAN AND OR PRESIDENT OF THE MAJOR GOVERNING BODY AND THE CHIEF OF POLICE AND BY AFFIXING THE MUNICIPAL SEAL ON THE DAY AND YEAR APPEARING ON PAGE (1) OF THIS AGREEMENT.

MUTUAL AID AGREEMENT EXECUTION SECTION

ATTEST:

(Borough, City, Township, etc.)

M. J. D. M. Hall

(seal)

Joseph J. Loney

Paul Marko

DATE: 4-17-07

Regina S. Yurty

SCHUYLKILL COUNTY DRUG TASK FORCE

DRUG TASK FORCE MEMBER TERMS OF APPOINTMENT

Officer _____ of the _____ Department is hereby appointed a Schuylkill County Drug Task Force Member by order of the District Attorney of Schuylkill County. This appointment does not constitute employment by the District Attorney of Schuylkill County. The Appointee agrees to perform duties required as a member of the Schuylkill County Drug Task Force and further agrees to abide by all Task Force policies and procedures while acting in the capacity as a member of the Schuylkill County Drug Task Force. The Appointee understands and acknowledges that the authority vested in him or her as a member of the Schuylkill County Drug Task Force may only be exercised in furtherance of assigned Task Force duties. Any violation of the Agreement shall cause immediate termination as a member of the Schuylkill County Drug Task Force.

James P. Goodman
Schuylkill County District Attorney

AGENCY APPROVAL

I, _____, Chief of the _____ Department, do hereby approve the appointment of the aforesaid Officer as a member of the Schuylkill County Drug Task Force in order to participate in activities associated with the Schuylkill County Drug Task Force.

Chief of Police

I have read and understand the Drug Task Force Member Terms of Appointment and agree to abide by same. I further acknowledge that I may obtain a copy of the Schuylkill County Drug Task Force Policies and Procedures, if I do not already possess a copy.

Date: _____

Signature of Drug Task Force Member