

JOSHUA D. LAMANCUSA
DISTRICT ATTORNEY



COUNTY OF LAWRENCE

New Castle, Pennsylvania
www.lcdaonline.com

Kathleen Fee-Baird
William Flannery
Thomas W. Minett
Luanne Parkonen
Diane M. Shaffer

Lawrence County
Government Center
430 Court Street
New Castle, PA 16101
Phone 724-656-1916

March 29, 2014 724-656-1986

Board of Supervisors
Shenango Township
1000 Willowbrook Rd.
New Castle, PA 16101

To Whom It May Concern:

Please find enclosed a copy of the Drug Task Force Agreement that was reached between your Township's Police Department and my office. If you have any questions please do not hesitate to contact my office.

Very Respectfully,


Joshua Lamarcusa

JL/cmb
Enc

RESOLUTION

R-2010-274

Whereas, the Office of the District Attorney has established a Municipal Drug Task force operating within and throughout the County in an effort to coordinate illegal drug policing investigations and prosecutions; and

Whereas, it is understood that there is a need for uniformity and continuity in drug related policing activities throughout the County as well as the Commonwealth of Pennsylvania; and

Whereas, it is understood that a coordinated police effort will increase productivity, provide a framework for the sharing of information and reduce the duplication of drug policing efforts throughout the County.

NOW, THEREFORE, BE IT RESOLVED BY THE LAWRENCE COUNTY BOARD OF COMMISSIONERS, that:

1. Shenango Township Borough Police (Municipality Police Department) has entered into an agreement with the Office of the District Attorney of Lawrence County becoming part of the "Drug Task Force."

APPROVED this 28th day of December, 2010

Vote: Yeas ___ Nays ___

Certified this 28th day of December, 2010


James Gagliano, Jr. Chief Clerk/County Administrator

MUNICIPAL DRUG TASK FORCE AGREEMENT

THIS AGREEMENT, entered into this 17th day of DECEMBER, 2010, by and among the County of Lawrence, the Office of the District Attorney, the Lawrence County Drug Task Force, SHENANGO TOWNSHIP (Municipality) and SHENANGO TWP. P.D. (Municipality Police Department), individually and collectively,

WITNESSETH that:

WHEREAS, the Office of the District Attorney has established a Municipal Drug Task Force (hereinafter referred to as the "Drug Task Force") operating within and throughout Lawrence County in an effort to coordinate illegal drug policing investigations and prosecution activities;

WHEREAS, the parties wish to enter into an agreement of cooperation and establish the administrative framework for carrying out narcotic policing activities in a coordinated countywide program;

WHEREAS, it is evident that the shared problem of illegal use and trafficking of narcotics and other illegal drugs is not confined to isolated areas and has extended beyond municipal boundaries in the County of Lawrence and the Commonwealth of Pennsylvania;

WHEREAS, it is agreed and understood that there is a need for uniformity and continuity in drug related policing activities throughout the County of Lawrence as well as the Commonwealth of Pennsylvania;

WHEREAS, it is agreed and understood that a coordinated police effort will increase productivity, provide a framework for the sharing of information, and reduce the duplication of drug policing efforts throughout the County of Lawrence;

WHEREAS, it is agreed and understood that a coordinated police effort across jurisdictional lines will increase each municipalities local police agency's ability to enforce the

various provisions of narcotic and illegal drug laws and will assist in the preservation of safety and welfare of the municipality as well as the county;

WHEREAS, the Office of the District Attorney, hereby respectfully requests the aid and assistance of the each party to this agreement to implement drug task force activities in compliance with the Municipal Police Jurisdiction Act, 42 Pa. C.S. Section § 8953; and

WHEREAS, the municipality's desire 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 participating municipalities, under the conditions set forth and in compliance with the Municipal Police Jurisdiction Act, 42 Pa. C.S. Section § 8953.

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

1. The parties to this agreement will cooperate in carrying out the work of the Drug Task Force and agree to perform their individual duties as set forth in this Agreement and in any written Task Force Guidelines (as established).
2. Any employee of a party to this Agreement shall remain an employee of his or her employer for the purpose 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 as provided herein. No municipal employee assigned under this Agreement shall be deemed to be an employee of the County of Lawrence. The office of Attorney General or Commonwealth of Pennsylvania shall provide hold harmless coverage to all municipal police officers pursuant to 42 P.S. § 8953 (d).
3. Term.
The term of this Agreement shall begin on July 1, 2010 and shall remain in effect until terminated pursuant to paragraph 6 of this agreement.

4. Liability.

Each party shall be an independent contractor and shall be 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 100 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 of Pennsylvania.

5. Municipal Agreements

Each Municipality shall exercise their best efforts to have and maintain in effect a mutual aid agreement (if desired) by which the employees of each municipality are authorized to carry out their duties in all other Municipalities within Lawrence County. Upon its completion, each municipality shall submit a copy of the agreement upon request to the Office of the District Attorney.

6. Termination

Any party may terminate its participation in the Drug Task Force by providing THIRTY (30) days prior written notice to the other parties of this Agreement. The Office of the District Attorney reserves the right to terminate operation of the Drug Task Force if the District Attorney determines it is in the best interests of the County of Lawrence.

7. Duties upon Termination

Upon termination of this Agreement each party hereto shall return to the County any and all materials, documents, equipment or other items or property owned by the

County and held by any party for the purpose of this Agreement. All parties shall assist in bringing to a conclusion all aspects of any Drug Task Force activity which has been conducted.

8. Overtime

The Office of the District Attorney agrees to reimburse the Municipalities for overtime incurred by Drug Task Force members performing Drug Task Force duties. No reimbursement for overtime will be approved unless the Office of the District Attorney has given prior approval to the employee to work overtime hours. Reimbursement for overtime will be made in accordance with the procedures set forth by the Office of the District Attorney.

9. Asset Forfeiture

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

The Office of the District Attorney shall include the municipal police department as an eligible recipient in any request by petition to the Court of Common Pleas for awards of Drug Task Force seizures of either real or personal property.

The Office of the District Attorney, in conjunction with the municipal police department, shall have sole authority to authorize federal intervention regarding seizure and/or prosecution only after all avenues offered by the Office of the District Attorney have been exhausted.

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 Office of the District Attorney's obligations under this Agreement are contingent upon the appropriation and availability of funds for Drug Task Force purposes.

11. Public Availability of Information

The parties agree to comply with any request or requirement which the Office of the District Attorney is required to make in order to comply with federal requirements relating to the availability to the public of identifiable records and/or other documents used in the Drug 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 Office of the District Attorney shall require to meet state and federal reporting requirements.

13. Inspection and Audit

Each Municipality agrees to provide information to the Office of the District Attorney and access to records and facilities necessary for the Office of the District Attorney to carry out any audits it is obligated to perform under state or federal law.

14. Contracts 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 and agreed upon by verified signature of the parties to this agreement.

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.

IN WITNESS WHEREOF, the parties have accepted all terms, provisions and conditions of this Agreement.

Lawrence County Commissioners:

Donald DeBlase
D. J. [unclear]

Office of the District Attorney:

[Signature]
[Signature]

Drug Task Force:

Municipal Police Department:

Supt. William J. Phillips

Municipal Representatives

[Signature]
Robert [unclear]
William G. Albert