



August 21, 1990

SUSQUEHANNA COUNTY LAW LIBRARY  
Mary Foster  
Court House  
Montrose, Pa. 18801

Dear Ms. Foster,

Enclosed is a copy of Proposed Ordinance No. 393 to participate in a Municipal Drug Task Force Agreement between the Borough of Susquehanna and Office of the Attorney General, Bureau of Narcotics Investigation and Drug Control along with the Municipal Police Co-operative Agreement.

Please delete Ordinance No. 391 as this Ordinance was rescinded.

Thanking you for your attention to the above, we remain,

Very truly yours,

BOROUGH OF SUSQUEHANNA DEPOT

*L. Judith Canfield*  
L. Judith Canfield,  
Secretary/Treasurer

Rec. 8/22/90 m.3.

ORDINANCE NO. 393

AN ORDINANCE OF THE BOROUGH OF SUSQUEHANNA DEPOT, SUSQUEHANNA COUNTY, PENNSYLVANIA, ADOPTING A MUNICIPAL DRUG TASK FORCE AGREEMENT BETWEEN THE BOROUGH OF SUSQUEHANNA AND OFFICE OF THE ATTORNEY GENERAL, BUREAU OF NARCOTICS INVESTIGATION AND DRUG CONTROL ALONG WITH THE MUNICIPAL POLICE CO-OPERATIVE AGREEMENT.

The Borough of Susquehanna Depot, Susquehanna 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 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 Council of the Borough of Susquehanna Depot, in Susquehanna County, Pennsylvania, as follows:

SECTION 1

The Borough of Susquehanna Depot 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 Borough of Susquehanna Depot 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 Borough of Susquehanna Depot 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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1990.

REPEAL ORDINANCE NO. 391

ENACTED AND ORDAINED THIS \_\_\_\_\_ Day of \_\_\_\_\_, 1990.

BOROUGH OF SUSQUEHANNA DEPOT

ATTEST:

\_\_\_\_\_  
Leslie E. Schell, MAYOR

\_\_\_\_\_  
Secretary of Council

\_\_\_\_\_  
Dorothy M. Spoonhower, Council President

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

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_,  
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),

THE BOROUGH OF SUSQUEHANNA DEPOT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Individually and collectively, ( hereinafter Municipalities).

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 Municipalities intend to participate in and are 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 Borough of Susquehanna Depot.

WHEREAS, mobility and the common problem of illegal use and trafficking of narcotics and other illegal drugs have obliterated municipal boundaries in the Municipalities' 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 their 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. c. 9853 (a) (3), and

WHEREAS, the Municipalities 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 said municipalities, under the conditions set forth and in compliance with the Municipal Police Jurisdiction Act. 42 Pa. C.S. Subsection 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. Sec. 483 and ratified by mutual ordinance pursuant to 53 P.S. sec. 485 and

WHEREAS, in accordance with the provisions of 53 P.S. Subsection 488, the Local Government Commission of the Commonwealth of Pennsylvania has reviewed this Agreement and has 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, except as provided in Act 100 of 1989.

3. TERM.

The term of this Agreement shall begin on \_\_\_\_\_

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 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.

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 BNL. These agreements shall be executed pursuant to and in compliance with 53 P.S. section 483 and ratified by mutual ordinance pursuant to 53 P.S. section 485.

6. TERMINATION

a. Whereby, Any party may terminate its participation in the Task Force by giving thirty (30) days 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 Acts or any other statute providing for forfeiture shall be based upon the principle of equitable sharing of resources and proceeds.

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

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 federal 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 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 1, 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.

19. Also see attachment "Municipal Police Cooperative Agreement" Part "B"

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

ORDAINED AND ENACTED this the \_\_\_\_\_ Day of \_\_\_\_\_, 1990

BOROUGH OF SUSQUEHANNA DEPOT

\_\_\_\_\_  
Leslie E. Schell, Mayor

\_\_\_\_\_  
Dorothy M. Spoonhower, President  
Office of Attorney General

ATTEST:

\_\_\_\_\_  
Secretary of Council

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Myron B. DeWitt, Borough Solicitor

## ATTACHMENT I

### NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employee or agents are treated during employment, without regard to their race, color religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representatives with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar

notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contractor Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Regulations, pursuant to ~ 4935 of this title (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which said goods are actually produced.

MUNICIPAL POLICE  
COOPERATIVE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ YEAR OF \_\_\_\_\_, AMONG THE MUNICIPALITIES THAT ARE  
SIGNATORIES HERETO, ALL OF WHICH ARE IN THE BOUNDARIES OF SUSQUAHANNA  
COUNTY, COMMONWEALTH OF PENNSYLVANIA.

**WHEREAS:** INCREASING POPULATION AND THE COMMON PROBLEM OF ILLEGAL USE AND  
TRAFFIC OF NARCOTICS AND OTHER DANGEROUS DRUGS HAVE TENDED TO  
OBLITERATE MUNICIPAL BOUNDARIES IN IT'S ENFORCEMENT OF LAWS IN  
SUSQUAHANNA COUNTY, COMMONWEALTH OF PENNSYLVANIA AND;

**WHEREAS:** THERE IS AN URGENT NEED FOR UNIFORMITY AND CONTINUITY IN THE  
ENFORCEMENT OF SUCH LAWS IN SUSQUAHANNA COUNTY AND;

**WHEREAS:** SUSQUAHANNA COUNTY IS AN AREA OF SEVERAL POLICE FORCES,  
EACH OPERATING INDEPENDENTLY, AND,

**WHEREAS:** COORDINATION OF POLICE ACTIVITY IN THE AREA HAS HISTORICALLY  
BEEN SPORADIC AND INFORMAL; AND,

**WHEREAS:** POLICE OFFICIALS OF SUSQUAHANNA COUNTY HAVE MANIFESTED  
A GENUINE INTEREST IN SAFER COMMUNITIES THROUGH IMPROVED POLICE  
SERVICE; AND,

**WHEREAS:** THE AFOREMENTIONED MUNICIPALITIES HAVE DETERMINED THAT THE  
PROVISION OF MUTUAL POLICE AID ACROSS JURISDICTIONAL LINES WILL  
INCREASE THEIR ABILITY TO ENFORCE THE PROVISIONS OF NARCOTICS AND  
DANGEROUS DRUG LAWS AND TO PRESERVE THE SAFETY AND WELFARE OF THE  
ENTIRE AREA; AND,

**WHEREAS:** THOSE SAME POLICE OFFICIALS DESIRE A FUNCTIONAL POLICE PROGRAM  
THAT CONTAINS THE COMPONENTS OF GOOD POLICE SERVICE; AND,

WHEREAS: IT IS DESIRED BY THE SIGNATORY MUNICIPALITIES TO ENTER INTO AN AGREEMENT FOR THE PURPOSE OF HAVING AVAILABLE FOR USE THROUGHOUT THE TERRITORIAL LIMITS OF ALL MUNICIPALITIES SIGNING THIS MUTUAL, JOINT AGREEMENT, THE SERVICES OF POLICE EMPLOYED BY ANY AND ALL OF THE SAID MUNICIPALITIES, UNDER THE CONDITIONS SET FORTH AND IN COMPLIANCE WITH MUNICIPAL POLICE JURISDICTION 42 PA. C.S.A.; AND,

WHEREAS: COOPERATION AMONG MUNICIPALITIES IS 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. SECT. 483 AND RATIFIED BY MUTUAL ORDINANCE PURSUANT TO 53 P.S. SECT. 485

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

#### SECTION A

THAT ALL MUNICIPAL BOUNDARIES OF PARTIES ENTERING 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 ON THE POLICE IN WHATEVER MUNICIPALITY THEY MAY BE INVOLVED. [42 PA. C.S.A. 8953 (A) (4)]

#### ARTICLE II

##### JOINT POLICE ADVISORY BOARD

#### SECTION A

THAT ALL POLICE OFFICERS SELECTED TO BE MEMBERS OF THE SUSQUAHANNA COUNTY DRUG UNIT HEREAFTER, KNOWN AS THE FIELD INVESTIGATIONS TEAM, SHALL REMAIN UNDER THE GENERAL SUPERVISION OF THEIR OWN POLICE CHIEFS, EXCEPT AS HEREAFTER SPECIFIED. [42 PA. C.S.A. 8953 (E)]



## SECTION B

THAT EACH SIGNATORY MUNICIPALITY SHALL BE REPRESENTED ON THE ADVISORY BOARD AND TO PARTICIPATE IN THIS PROJECT, IT'S MUNICIPALITY MUST BE SIGNATORY OF THIS AGREEMENT.

## SECTION C

THAT IN ORDER FOR A POLICE DEPARTMENT TO BE REPRESENTED ON THE ADVISORY BOARD AND PARTICIPATE IN THIS PROJECT IT'S MUNICIPALITY MUST BE A SIGNATORY TO THIS AGREEMENT.

## SECTION D

THAT THE OFFICERS OF THE ADVISORY BOARD SHALL BE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY. THEIR DUTIES TO BE CONDUCTED IN ACCORDANCE WITH "ROBERTS RULES OF ORDER AS REVISED.

## SECTION E

THAT IN ORDER TO IMPLEMENT ARTICLE II, SECTION D THE OFFICERS OF THE ADVISORY BOARD SHALL BE ELECTED AT A REGULAR MEETING OF THE PARTICIPATING MUNICIPALITY REPRESENTATIVES.

## SECTION F

THE ADVISORY BOARD MAY ESTABLISH ANY COMMITTEES NECESSARY TO FURTHER THE PURPOSE OF THIS PROJECT, SUCH COMMITTEES TO BE DETERMINED BY MAJORITY VOTE OF THE MEMBERSHIP OF THE ADVISORY BOARD.

## SECTION G

THE ADVISORY BOARD SHALL HAVE, AS NON-VOTING MEMBERS, DESIGNATED AND SUBMITTED BY MEMBERS OF THE FIELD INVESTIGATIONS TEAM, IN ASSOCIATION WITH THE ADVISORY BOARD, TO PARTICIPATE IN ALL DISCUSSIONS AND ACT AS LIAISON TO PROMOTE THE GENERAL PURPOSE OF THIS AGREEMENT, TO WIT; PROVIDE AN EFFECTIVE TASK FORCE OF COORDINATED POLICE OFFICERS AND INVESTIGATIONS.

## SECTION H

THE ADVISORY BOARD SHALL HAVE THE AUTHORITY TO HIRE ALL PERSONNEL OF THE PROJECT INCLUDING THE SECRETARY AND SOLICITOR AND ANY ADDITIONAL PERSONNEL NECESSITATED BY THE OPERATION OF THE FIELD INVESTIGATIONS TEAM.

## ARTICLE III

### MEETINGS

## SECTION A

THE MEMBERS OF THE ADVISORY BOARD SHALL MEET ONCE A MONTH AT A DATE AND TIME TO BE ESTABLISHED BY THE BOARD FOR THE PURPOSE OF CONDUCTING THE BUSINESS OF THE ADVISORY BOARD AND IN THE EVENT THAT SUCH DAY IS A LEGAL HOLIDAY UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, THEN SUCH MEETING SHALL BE HELD THE NEXT SUCCEEDING SECULAR DAY NOT A LEGAL HOLIDAY UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OR AT SUCH OTHER TIME AS MAY BE DETERMINED BY RESOLUTION OF THE ADVISORY BOARD.

## SECTION B

ALL SPECIAL OR RE-SCHEDULED REGULAR MEETINGS OF THE ADVISORY BOARD MAY BE SCHEDULED BY APPROPRIATE RESOLUTION OF THE ADVISORY BOARD FIXING THE DATE, TIME AND PLACE OF SUCH MEETING. SPECIAL OR RE-SCHEDULED MEETINGS MAY BE CALLED BY THE CHAIRMAN, OR MORE THAN A MAJORITY OF THE PARTICIPATING MEMBERS BY REQUEST IN WRITING. THE CALL OR A REQUEST, IF ANY, SHALL STATE THE PURPOSE OF THE MEETING. THE MEETING SHALL BE HELD AT A DATE, TIME AND PLACE AS SHALL BE DESIGNATED IN THE CALL OF THE MEETING. WRITTEN NOTICE OF EACH SPECIAL OR RE-SCHEDULED MEETING SHALL BE GIVEN AT LEAST ONE DAY PRIOR TO THE DAY NAMED FOR THE MEETING TO EACH MEMBER OF THE ADVISORY BOARD WHO DOES NOT WAIVE SUCH NOTICE IN WRITING.

### SECTION C

THAT A MAJORITY OF THE MEMBERS OF THE ADVISORY BOARD SHALL BE NECESSARY TO CONSTITUTE A QUORUM FOR THE TRANSACTION OF BUSINESS AND THE ACTS OF A MAJORITY OF THE MEMBERS PRESENT AT A MEETING, AT WHICH A QUORUM IS PRESENT, SHALL BE THE ACTION OF THE ADVISORY BOARD. VOTING ON ALL QUESTIONS SHALL BE TAKEN BY A SHOW OF HANDS OR VOICE PROVIDED, HOWEVER, THAT THE CHAIRMAN MAY ON HIS OWN MOTION OR SHALL AT THE REQUEST OF ANY MEMBER, CAUSE A VOTE TO BE TAKEN BY ROLL CALL. THE PARLIAMENTARY PROCEDURE OF THE ADVISORY BOARD SHALL BE GOVERNED BY "ROBERTS RULES OF ORDER" AS REVISED.

### SECTION D

THE ADVISORY BOARD SHALL MAINTAIN AN ACCURATE RECORD OF THE MINUTES OF THE MEETINGS, REGULAR OR SPECIAL, AND ALL OTHER RECORDS, AND FURTHER, THAT SUCH MINUTES AND RECORDS SHALL AT REASONABLE TIMES, BE OPEN FOR INSPECTION BY ANY AUTHORIZED PERSON.

## ARTICLE IV

### FINANCE

### SECTION A

ALL MONIES FOR THIS ASSOCIATION SHALL BE RECEIVED BY GRANTS, DONATIONS AND MONIES FURNISHED BY THE OFFICE OF THE ATTORNEY GENERAL, COMMONWEALTH OF PENNSYLVANIA AND MONIES FURNISHED BY THE OFFICE OF THE DISTRICT ATTORNEY, SUSQUEHANNA COUNTY AS A RESULT OF SEIZURES OF MONIES AND/OR ASSETS RESULTING FROM DRUG INVESTIGATIONS. ALL MONIES RECEIVED SHALL BE ACCOUNTED FOR BY APPROPRIATE ACCOUNTING AND/OR PLACED IN A SPECIAL ACCOUNT BY THE TREASURER AND SHALL BE PAID OUT ON THE WARRANT OR OTHER ORDER OF THE TREASURER OF THE ADVISORY BOARD AND THEREAFTER BE APPROVED BY THE OPERATIONS OFFICER.

### SECTION B

THAT THE ADVISORY BOARD SHALL FILE A MONTHLY AND AN ANNUAL WRITTEN REPORT COVERING ITS POLICE WORK AND ACTIVITY TO EACH OF THE RESPECTIVE MUNICIPALITIES IN THE MEMBERSHIP. THE REPORT SHALL BE PREPARED BY AND THE RESPONSIBILITY OF THE NARCOTICS OPERATIONS OFFICER.

ARTICLE V  
JURISDICTION AND ORDER

SECTION A

THAT IN ORDER FOR THE NARCOTIC INVESTIGATION TEAM TO CONDUCT ANY POLICE ACTIVITY IN A SIGNATORY MUNICIPALITY IT MUST OBTAIN THE PERMISSION OF THE PARTICULAR POLICE CHIEF OR HIS DULY AUTHORIZED REPRESENTATIVE, WITH THE NECESSARY EXCEPTION OF "HOT PURSUIT".  
[42 PA. C.S.A. 8953 (A) (3) (4)]

SECTION B

THAT ANY POLICE CHIEF OF A SIGNATORY MUNICIPALITY OR HIS DULY AUTHORIZED REPRESENTATIVE MAY CONTACT THE NARCOTICS OPERATIONS OFFICER AND REQUEST ASSISTANCE. [42 PA. C.S.A. 8953 (A) (3)]

SECTION C

THAT WHILE IN ANY SIGNATORY MUNICIPALITY THE NARCOTICS INVESTIGATION TEAM IS UNDER THE GENERAL SUPERVISION OF THE CHIEF OF POLICE OF THE SIGNATORY MUNICIPALITY AND SHALL NOT ACT WITHOUT FIRST OBTAINING HIS GENERAL CONSENT. [42 PA. C.S.A. 8953 (A) (4) AND (C)]

SECTION D

THAT OPERATIONAL PROCEDURES SHALL BE ESTABLISHED BY THE ADVISORY BOARD ON WHICH SHALL BE DISTRIBUTED TO AND BINDING UPON ALL SIGNATORY MUNICIPALITIES.

SECTION E

THE OPERATIONAL DUTIES OF THE NARCOTICS OPERATION OFFICER SHALL BE ESTABLISHED BY THE ADVISORY BOARD.

## ARTICLE VI

### PROPERTY

#### SECTION A

VEHICLES: ALL VEHICLES UTILIZED BY THE NARCOTICS INVESTIGATIONS TEAM, WHICH ARE REGISTERED, OWNED AND INSURED BY A PARTICULAR MUNICIPALITY SHALL BE OPERATED ONLY BY AN EMPLOYEE OF THAT MUNICIPALITY WITHOUT EXCEPTION.

#### SECTION B

THAT AT THE TERMINATION OF THIS PROJECT AND AGREEMENT, ALL PROPERTY WILL BE RETAINED BY THE RESPECTIVE MUNICIPALITIES OF OWNERSHIP AND ALL OTHER MONIES, ASSETS ETC. WILL BE RELEASED ON RECEIPT TO THE SUSQUAHANNA COUNTY DISTRICT ATTORNEY.

## ARTICLE VII

### DEPUTIZING, IMMUNITY AND CLAIMS

#### SECTION A

THE POLICE ADVISORY BOARD SHALL FURNISH TO EACH OF THE MUNICIPALITIES WHICH ARE PARTIES TO THIS AGREEMENT, THE NAMES OF ALL POLICE OFFICERS WHO WILL PARTICIPATE IN THE NARCOTICS INVESTIGATIONS TEAM FOR THE PURPOSE OF DEPUTIZING OF SUCH OFFICERS AS POLICE OFFICERS OF ALL THE MUNICIPALITIES IN ORDER TO PERFORM POLICE DUTIES OUTSIDE THE BOUNDARIES OF THE MUNICIPALITIES APPOINTING SUCH POLICE OFFICERS.

#### SECTION B

THE POLICE SERVICES PERFORMED AND THE EXPENDITURES INCURRED UNDER THIS AGREEMENT SHALL BE DEEMED FOR PUBLIC AND GOVERNMENTAL PURPOSES AND ALL IMMUNITIES FROM LIABILITIES ENJOYED BY THE PARTICIPATING MUNICIPALITY WITHIN IT'S BOUNDARIES SHALL EXTEND TO IT'S PARTICIPATION IN POLICE SERVICES OUTSIDE IT'S BOUNDARIES. [42 Pa. C.S.A. (D)]

### SECTION C

THAT EACH PARTICIPATING MUNICIPALITY SHALL, BY BECOMING A SIGNATORY OF THIS AGREEMENT, WAIVE ANY AND ALL CLAIMS AGAINST ALL OTHER PARTICIPATING MUNICIPALITIES HERETO WHICH MAY ARISE OUT OF THEIR OFFICERS POLICE ACTIVITIES OUTSIDE THEIR RESPECTIVE JURISDICTIONS WHILE RENDERING POLICE SERVICE UNDER THIS AGREEMENT.

### SECTION D

THAT EACH MUNICIPALITY SHALL SAVE HARMLESS OTHER MUNICIPALITIES TO THIS AGREEMENT FROM ALL CLAIMS BY THIRD PARTIES SUITS, DAMAGES AND LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES INCIDENT TO OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY WHICH MAY ARISE OUT OF THE RENDERING OF POLICE SERVICES UNDER THIS AGREEMENT; AND FURTHER, THAT PUBLIC LIABILITY INSURANCE FOR BOTH BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERING POLICE VEHICLES WHILE ON DUTY IN THE TERRITORIAL LIMITS OF ANY OF THE PARTICIPATING MUNICIPALITIES SHALL BE OBTAINED BY THE INDIVIDUAL SIGNATORY MUNICIPALITIES.

## ARTICLE VIII

### JOINTURE OF ADDITIONAL MUNICIPALITIES

### SECTION A

THAT ADDITIONAL MUNICIPALITIES MAY BECOME PARTIES TO THIS AGREEMENT UPON APPLICATION, IN WRITING, TO THE JOINT POLICE ADVISORY BOARD, AND APPROVAL OF A MAJORITY OF THE THEN PARTICIPATING MUNICIPALITIES AT THE NEXT REGULAR OR SPECIAL MEETING AND UPON PROPER ACCEPTANCE OF THE PROVISIONS OF THE AGREEMENT BY THE APPLICANT MUNICIPALITY.

ARTICLE IX  
INTERPRETATION OF AGREEMENT

SECTION A

ALL DIFFERENCES ARISING OUT OF INTERPRETATION OF THIS AGREEMENT SHALL BE RESOLVED BY THE JOINT POLICE ADVISORY BOARD, BY MAJORITY VOTE OF VOTING MEMBERS.

ARTICLE X  
TERMINATION

SECTION A

THE WITHDRAWAL FROM THIS AGREEMENT BY ANY SINGLE MUNICIPALITY SHALL NOT TERMINATE THIS AGREEMENT AMONG REMAINING MUNICIPALITIES.

SECTION B

WITHDRAWAL FROM THIS AGREEMENT SHALL BE EFFECTED UPON WRITTEN NOTICE BY ANY MUNICIPALITY OF NOT LESS THAN SEVEN (7) DAYS AND SETTING FORTH THE DATE OF TERMINATION BY THAT MUNICIPALITY.

IN WITNESS WHEREOF:  
AND INTENDING TO BE LEGALLY BOUND HERewith, 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 THEIR PROPER OFFICIALS AND SIGNING BY THE MAYOR, GOVERNING BODY PRESIDENT AND CHIEF OF POLICE AND THE MUNICIPAL SEAL AFFIXED ON THE DAY AND YEAR APPEARING ON PAGE ONE (1) OF THIS AGREEMENT.