

COPY

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COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

COOPERATIVE DRUG ENFORCEMENT AGREEMENT  
(BNI Regional Office Assignment)

THIS AGREEMENT, made this 20<sup>TH</sup> day of DECEMBER, 2021, by and among the Commonwealth of Pennsylvania, Office of Attorney General (hereinafter referred to as OAG), Bureau of Narcotics Investigation (hereinafter referred to as BNI); and: THE NORTH HUNTINGDON TOWNSHIP POLICE DEPARTMENT (NHTPD)  
\_\_\_\_\_  
\_\_\_\_\_, individually. (Hereinafter Municipality).

**WITNESSETH that:**

**WHEREAS**, the Attorney General has established a cooperative 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 activities, and

**WHEREAS**, the parties wish to establish the administrative framework for carrying out their activities by said Municipality's participation in this program, and

**WHEREAS**, mobility and the common problem of illegal use and trafficking of narcotics and other illegal drugs have obliterated municipal boundaries in the 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 Attorney General, by his signature on the present Agreement, hereby requests the aid and assistance of the municipal police department to implement this cooperative drug enforcement program in compliance with the Municipal Police Jurisdiction Act, 42 Pa.C.S. § 8953(a)(3), and

**WHEREAS**, the Chief of Police of said municipality, by his signature on the present Agreement, does hereby give his consent to the provision of such aid and assistance by members of his police department to the Attorney General in compliance with the Municipal Police Jurisdiction Act.

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

1. The parties will cooperate in carrying out a cooperative drug enforcement program and agree to perform their individual duties as set forth in this Agreement and in the guidelines, which are 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 \_\_\_\_\_ and terminate 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. **Termination.**

a. Any party may terminate its participation in this cooperative drug enforcement effort prior to the termination date by giving 30 days prior written notice to the other parties to this Agreement.

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

6. **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 the program which have been concluded.

7. **Operational Guidelines**

The parties agree that all law enforcement operations conducted under this program shall be pursuant to the rules, regulations, policies, and procedures of the OAG and Bureau of Narcotics Investigation. Local officers assigned to this program will be under the operational supervision of BNI and shall submit investigative reports using the BNI format and will comply with BNI operational and administrative policies regarding the conduct of law enforcement operations.

8. **Overtime.**

a. The OAG agrees to reimburse the Municipality for overtime incurred by local police officer members performing program 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 procedures set forth in the program guidelines referenced above.

c. Reimbursement for overtime shall not exceed \$1000.00 for any one month period.

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. The OAG shall have sole authority to authorize federal intervention regarding seizure only after all avenues offered by the Commonwealth have been exhausted.

c. If federal sharing is authorized, each participating party shall submit the appropriate federal form and/or Federal Sharing Request to the appropriate Office of the United States Attorney.

10. **Prosecution.**

The prosecution needs of any cases arising from this program will be determined solely by the OAG. The OAG may consult with the District Attorney(s) and/or U.S. Attorney(s) regarding the decision to pursue local or federal prosecution of cases arising from this program, should it be necessary.

11. **Funds Availability.**

The OAG's obligations under this Agreement are contingent upon the appropriation and availability of funds for purposes of this program. It is the sole responsibility of the OAG to determine the percentage of the total funding available which is to be allocated to each cooperative program.

12. **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 or state requirements relating to the availability to the public of identifiable records or other documents used in this program. This provision shall not be construed to require disclosure of information expressly made

confidential by another statute.

13. **Reports.**

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

14. **Inspection and Audit.**

The 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.

15. **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.

16. **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.

17. **Assignment.**

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

18. **Governing Law.**

This Agreement will be construed in accordance with Pennsylvania law.

19. **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.



## 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.