

ORDINANCE

*No. 111*

AN ORDINANCE, OF THE Township of Pymatuning,  
Mercer County, Pennsylvania, authorizing the execution of a Mutual  
Assistance Pact Agreement by and between the

Township of Pymatuning

and other municipalities within the County of Mercer, Commonwealth of Pennsylvania, providing for the participation in the Mercer County Narcotics Unit by the Township of Pymatuning ; providing for the creation of a governing Board of Directors to govern the Unit and have full responsibilities for establishing and overseeing policy, procedure and financial affairs of the Unit; providing for the assignment of police officers by certain municipalities on a full-time basis to the Unit; providing for participation by municipalities in the Unit on a financial and manpower basis; providing for the grant of full police powers to all members of the Mercer County Narcotics Unit within all municipalities participating in the Unit; providing for the assets, including capital equipment and supplies, of the presently existing Mercer County Narcotics Unit to be assigned to the Unit by the presently participating municipalities; providing for the payment by the Township of Pymatuning of \$300.00 for operating expenses of the Unit during the calendar year 1980 of the Unit; providing for funding of the Unit in the future and for termination, dissolution and distribution of the equipment owned by the Unit.

WHEREAS, the Act of July 12, 1972, No. 180, Section 3 et. seq. (53 P.S. 481 et seq.) permits two or more municipalities in this Commonwealth to jointly cooperate in the exercise and performance of their respective governmental functions, powers and responsibilities; and

WHEREAS, the councils and supervisors of the Cities of Sharon and Farrell, Boroughs of Grove City, Sharpsville, West Middlesex, Clark, Mercer, Stoneboro, Wheatland Fredonia, Greenville, Jamestown and Sheakleyville, and the Townships of Pymatuning, South Pymatuning, Shenango, Jefferson, Lackawannock, West Salem, Coolspring, Perry, Salem, Otter Creek, Liberty and Sandy Creek and the Commissioners of Mercer County, recognize that there presently exists within their respective municipalities and within the County of Mercer, a serious narcotics and drug abuse problem that encompasses both the sale and use of narcotics and dangerous drugs and an urgent need also exists for the continued maintenace of a drug abuse task force within their police departments and within the county to combat such illegal activities; and

WHEREAS, the municipalities herein desire to cooperate in the enforcement of the existing Pennsylvania statutes pertaining to narcotics and other controlled drugs, but realize police powers conferred upon police officers are limited to the municipal boundaries of the respective police departments; and

WHEREAS, certain municipalities in Mercer County have heretofore created the Mercer County Narcotics Unit, for the sole and exclusive purpose of dealing with the drug problem within their municipalities and have enacted ordinances and entered into Mutual Assistance Pact Agreements providing for the operation of said Unit; and

WHEREAS, it is the desire of all municipalities presently participating in the Mercer County Narcotics Unit to continue their active participation in the Mercer County Narcotics Unit and the desire of the Township of Pymatuning to commence or continue participating in said Unit;

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED AND ENACTED BY

Mercer County, Pennsylvania, as follows:

- SECTION 1. That the Township of Pymatuning is hereby authorized to execute a Mutual Assistance Pact Agreement with the County of Mercer, the Cities of Sharon and Farrell, Boroughs of Grove City, Sharpsville, West Middlesex, Clark, Mercer, Wheatland Stoneboro, Fredonia, Greenville, Jamestown, Sheakleyville, Township of Pymatuning, South Pymatuning, Shenango, Jefferson, Lackawannock, West Salem, Coolspring, Perry, Salem, Otter Creek, Liberty, Sandy Creek and any and all other municipalities within the County of Mercer who may hereafter desire to participate in such Agreement.
- SECTION 2. That the Mutual Assistance Pact Agreement shall set forth the duties, powers and responsibilities of all police officers assigned by participating municipalities to such Unit, including the provisions that the officers so assigned by each municipality shall be selected on a volunteer basis and shall, during the term they remain a part of the Mercer County Narcotics Unit, be relieved of all other duties otherwise incurred as a result of their employment by each respective police department; that the respective municipality shall pay only those police officers regularly assigned by their municipality and that such officers shall be considered as employees of their respective municipalities for all employment purposes exclusive of their assigned work duties.
- SECTION 3. That each municipality participating in the Mutual Assistance Pact Agreement shall give to all police officers assigned to the Mercer County Narcotics Unit, regardless of which municipality such officer is employed by, the same power and authority of police officers in all municipalities participating in the Agreement as are conferred by law on police officers in the municipality that employs such officer, including but not limited to the powers of arrest and search, while such officers on active duty as a member of the Unit, to the extent provided by law.
- SECTION 4. That all assets including capital equipment, supplies and employees in the presently existing Mercer County Narcotics Unit, shall become a part of the Mercer County Narcotics Unit as created under this agreement, including the offices of the Mercer County Narcotics Unit presently located in the Stiger Building in the Borough of Mercer, Pennsylvania.
- SECTION 5. That the Township of Pymatuning shall contribute the sum of \$300.00 to the Unit for expenses incurred during the calendar year 1980.
- SECTION 6. That the governing body of each municipality participating in the Mercer County Narcotics Unit shall appoint one (1)

representative to the Board of Directors of the Mercer County Narcotics Unit. This Board shall be responsible for overseeing the activities of the Mercer County Narcotics Unit, shall establish policy and procedures for all Unit members, shall enforce the Rules and Regulations previously adopted by the presently existing Mercer County Narcotics Unit Board of Directors, and approved the governing bodies of all municipalities participating in the Mercer County Narcotics Unit, and shall approve all budget and financial affairs of the Unit including the submission of application for Federal or State assistance. The Board of Directors may require whatever reports or accounting it deems desirable from the Unit employees at whatever time and frequency the Board shall request. The members of the Board of Directors so appointed and all persons assigned to the Unit or employed by the Unit shall abide by the Rules and Regulations adopted by the Mercer County Narcotics Unit. The Board of Directors may amend such Rules and Regulations as they see fit from time to time hereafter, such amendments to be subject to the approval of the governing bodies of the municipalities participating in the Unit.

SECTION 7. The Mercer County Narcotics Unit shall continue in operation so long as the officials of the respective municipalities believe there is a sufficient narcotic and drug abuse problem within the County of Mercer to justify the existence of a drug abuse task force within their respective police department. Any municipality may withdraw from participation in the Unit upon giving thirty (30) days notice to all other participating member municipalities prior to the expiration of the Unit's fiscal year.

SECTION 8. Any municipality located within Mercer County may join the Unit upon approval of all member municipalities and upon execution of a Mutual Assistance Pact Agreement entered into by all participating municipalities which Agreement shall contain the conditions of membership for joining municipalities. The conditions of membership and financial contributions of participating municipalities shall be determined by the Board of Directors of the Mercer County Narcotics Unit.

SECTION 9. Upon termination of the Mercer County Narcotics Unit each municipality shall receive in kind the remainder of whatever equipment or supplies such municipality has contributed to the Unit and the prorata share of any unexpended sums of cash that may be in the Unit's account which were contributed by such municipality. Any equipment or supplies purchased by the Mercer County Narcotics Unit per se shall be distributed on a prorata basis to the participating municipalities in the discretion of the Board of Directors.

SECTION 10. The Mercer County Narcotics Unit shall be funded on an annual basis by contributions from the County of Mercer and participating municipalities.

ORDAINED AND ENACTED into law by the Township of Pymatuning, Mercer County, Pennsylvania, this 14<sup>TH</sup> day of AUGUST, 1980.

MUTUAL ASSISTANCE PACT AGREEMENT

MADE AND ENTERED INTO, this 14<sup>TH</sup> day of AUGUST, 1980, by and among:

THE CITIES OF SHARON AND FARRELL, Third-Class Cities, the BOROUGHS of GROVE CITY, SHARPSVILLE, WEST MIDDLESEX, CLARK, WHEATLAND, MERCER, STONEBORO, FREDONIA, GREENVILLE, JAMESTOWN and SHEAKLEYVILLE; the TOWNSHIPS of PYMATUNING, SOUTH PYMATUNING, SHENANGO, JEFFERSON, LACKAWANNOCK, WEST SALEM, COOLSPRING, PERRY, SALEM, OTTER CREEK, LIBERTY and SANDY CREEK; and the COUNTY OF MERCER; all political subdivisions of the Commonwealth of Pennsylvania;

WITNESSETH:

WHEREAS, the foregoing municipalities are municipalities within the Act of July 12, 1972, No. 180, Section 3, et seq. (53 P.S. 481, et seq.), which Act permits two or more municipalities in the Commonwealth to jointly cooperate in the exercise and the performance of their respective governmental functions, powers and responsibilities; and

WHEREAS, the Councils, Supervisors and Commissioners of said municipalities recognize that there presently exists within their respective municipalities and within the County of Mercer, a serious narcotic and drug abuse problem that encompasses both the sale and use of narcotics and dangerous drugs, and an urgent need also exists for the establishment of a drug abuse task force within their police departments to combat such illegal activities; and

WHEREAS, certain municipalities and the County of Mercer, desiring to cooperate in the enforcement of the existing Pennsylvania statutes pertaining to narcotic and drug abuse and control, but realizing police powers conferred upon police officers were limited to the municipal boundaries of the respective police departments, entered into a Mutual Assistance Pact Agreement wherein they created the Mercer County Narcotics Unit, which Agreement set forth the duties, powers and responsibilities of all police officers assigned to such Unit, and such Unit has been in operation since July 6, 1973, was previously known as the Shenango Valley Narcotics Unit, now the Mercer County Narcotics Unit; and

WHEREAS, it is the governing bodies of the foregoing municipalities to have their respective municipalities fully participate in the activities of the Mercer County Narcotics Unit:

NOW, THEREFORE, THE PARTIES HERETO INTENDING TO BE LEGALLY BOUND THEREBY, AGREE AS FOLLOWS:

1. The City of Sharon shall continue the assignment of two (2) members of the Sharon Police Department to the existing Mercer County Narcotics Unit.
2. The Sheriff of Mercer County shall continue the assignment of one (1) full-time Deputy Sheriff to the Mercer County Narcotics Unit.
3. The Borough of Greenville shall continue the assignment of one (1) member of the Greenville Police Department to the existing Mercer County Narcotics Unit.
4. The City of Farrell shall assign one (1) member of the Farrell Police Department to the existing Mercer County Narcotics Unit.
5. The officers so assigned by each municipality shall be selected on a volunteer basis and shall, during the term that they remain a part of said Unit, be relieved of all other duties otherwise incurred as a result of their employment by each respective police department. The duties of all members of the said Unit shall pertain exclusively to the investigation and prosecution of drug abuse law violations. The officers shall report to and be responsible to the Chief of the Unit as appointed by the Board of Directors. The Chief of the Unit shall assign work schedules and duties within the Unit and members of the Unit shall not be required to perform any other duties than those so assigned through the Unit as a member of their respective police departments. All members of the Unit shall be subject to the Rules and Regulations of the policy and procedure adopted by the Board of Directors.
6. The governing body of each municipality participating in the Mercer County Narcotics Unit, shall appoint one (1) representative to the Board of Directors of the Mercer County Narcotics Unit. This Board shall be responsible for overseeing the activities of the said Unit, shall establish policy and procedures for all Unit members, and shall approve

all budgetary and financial affairs of the Unit, including the submission of applications for Federal or State assistance. The Board of Directors may require whatever reports or accounting it deems desirable from the Unit employees at whatever time and frequency the Board shall request. The members of the Board so appointed shall be governed by the existing Rules and Regulations of policy and procedure of the present Board and may add to or amend the same from time to time as they see fit.

7. All members of the said Unit shall be paid by their respective municipalities for all work and services performed as members of the Unit, and shall be considered as employees of their respective municipalities for all employment purposes, exclusive of their assigned work duties. In addition, the respective Cities, Boroughs, Townships and County shall maintain full liability and Workmen's Compensation Insurance coverage on each officer so assigned to the said Unit.

8. Each municipality participating in this Agreement, hereby agrees that all members of the said Unit, regardless of which municipality they are employed by, shall have the same power and authority of police officers in all the municipalities participating in this Agreement as are conferred by law on police officers in the municipality that employs such officers, including, but not limited to, the powers to arrest and search.

9. Each municipality participating in this Agreement, shall assume full responsibility for all acts performed by members of their respective police departments assigned to the said Unit, regardless of which municipality the officer is in at the time such acts are committed.

10. For the 1980 calendar year of the Unit, the City of Sharon will contribute two (2) full-time police officers plus the sum of \$2,000.

11. For the calendar year of 1980 of the Unit, the Borough of Greenville/West Salem will contribute one (1) full-time police officer plus the sum of \$750.00.

12. For the 1980 calendar year of the Unit, the Borough of Grove City will contribute the sum of \$1,000.00.

13. For the 1980 calendar year of the Unit, the Borough of Sharpsville will contribute the sum of \$500.00.

14. For the 1980 calendar year of the Unit, the Borough of West Middlesex will contribute the sum of \$200.00.
15. For the 1980 calendar year of the Unit, the Borough of Clark will contribute the sum of \$100.00.
16. For the calendar year of 1980 of the Unit, the Borough of Mercer will contribute the sum of \$200.00.
17. For the 1980 calendar year of the Unit, the Borough of Stoneboro will contribute the sum of \$100.00.
18. For the 1980 calendar year of the Unit, the Borough of Fredonia will contribute the sum of \$50.00.
19. For the 1980 calendar year of the Unit, the Borough of Jamestown will contribute the sum of \$100.00.
20. For the 1980 calendar year of the Unit, the Township of Pymatuning will contribute the sum of \$300.00.
21. For the 1980 calendar year of the Unit, the Township of South Pymatuning will contribute the sum of \$300.00.
22. For the 1980 calendar year of the Unit, the Township of Shenango will contribute the sum of \$300.00.
23. For the 1980 calendar year of the Unit, the Township of Jefferson will contribute the sum of \$100.00.
24. For the 1980 calendar year of the Unit, the Township of Lackawannock will contribute the sum of \$100.00.
25. For the 1980 calendar year of the Unit, the Township of West Salem will contribute the sum of \$300.00.
26. For the 1980 calendar year of the Unit, the Township of Coolspring will contribute the sum of \$100.00.
27. For the 1980 calendar year of the Unit, the Township of Perry will contribute the sum of \$100.00.
28. For the 1980 calendar year of the Unit, the Township of Salem will contribute the sum of \$50.00.
29. For the 1980 calendar year of the Unit, the Township of Otter Creek will contribute the sum of \$50.00.
30. For the 1980 calendar year of the Unit, the City of Farrell will contribute the sum of \$800.00.

31. For the 1980 calendar year of the Unit, the Borough of Wheatland will contribute the sum of \$150.
32. For the 1980 calendar year of the Unit, the Township of Liberty will contribute the sum of \$50.00.
33. For the 1980 calendar year of the Unit, the Township of Sandy Creek will contribute the sum of \$50.00.
34. For the 1980 calendar year of the Unit, the Borough of Sheakleyville will contribute the sum of \$50.00.
35. For the 1980 calendar year of the Unit, the Sheriff of Mercer County will assign one (1) full-time Deputy Sheriff.
36. For the 1980 calendar year of the Unit, the County of Mercer will contribute the sum of \$44,050.00.
37. The municipalities participating in the Mercer County Narcotics Unit during 1979, agree that all equipment, supplies and other assets acquired by the Mercer County Narcotics Unit in past years heretofore shall be utilized by and on behalf of the said Unit and be available to all participating municipalities participating in the Unit.
38. The said Unit shall continue in operation so long as the officials of the County of Mercer and the respective municipalities believe there is a sufficient narcotic and drug abuse problem within Mercer County to justify the existence of a drug abuse task force within their respective police departments. Any municipality may withdraw from participation in the Unit upon giving thirty (30) days' notice prior to the expiration of the Unit's fiscal year to all other participating member municipalities and other municipalities may join the Unit upon approval of all member municipalities and upon execution of a Mutual Assistance Pact Agreement entered into by all participating municipalities, which agreement shall contain the conditions of membership for the joining municipalities.
39. Upon termination of the said Unit, each municipality shall receive in kind whatever equipment or supplies such municipality has contributed to the Unit, and whatever unexpended sums of monies that may be in the Unit's accounts that have been contributed by such municipality. Any equipment or supplies purchased by the said Unit, as such, shall be distributed on a prorata basis to the participating municipalities by taking into consideration the sums contributed by each municipality during the fiscal year



in which such equipment or supplies were purchased by the Unit.

40. The Unit will be funded by the County of Mercer and all participating municipalities which declare their intentions to remain a part of the Unit on a proration basis determined by a formula adopted by the Board of Directors of the Unit and approved by the participating municipalities.

41. So long as the Unit continues in existence, the Board of Directors shall adopt an annual budget for its operations and shall notify each participating municipality of the financial assessment to be made by each municipality for the coming year. If any municipality elects not to make such contribution, it shall notify the Board in writing within thirty (30) days from receipt of notice of such assessment.

42. Any municipality withdrawing from participating as herein provided, or any municipality that does not declare its intention to continue on a participating basis as herein provided, then, in any such event, said municipality shall have no further financial or other obligation to the said Unit, and shall be deemed no long a member thereof, and all powers and authority granted to the Unit by this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officials the day and year first above written, intending to be legally bound thereby.

ATTEST:  
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COUNTY OF MERCER:  
BY: \_\_\_\_\_

ATTEST:  
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CITY OF SHARON:  
BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

BOROUGH OF GROVE CITY:  
\_\_\_\_\_

ATTEST:  
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BOROUGH OF SHARPSVILLE:  
BY: \_\_\_\_\_

ATTEST:  
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BOROUGH OF WEST MIDDLESEX:  
BY: \_\_\_\_\_

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*Frederick Johnson*

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BOROUGH OF CLARK:

BY: \_\_\_\_\_

BOROUGH OF MERCER:

BY: \_\_\_\_\_

BOROUGH OF STONEBORO:

BY: \_\_\_\_\_

BOROUGH OF FREDONIA:

BY: \_\_\_\_\_

BOROUGH OF JAMESTOWN:

BY: \_\_\_\_\_

BOROUGH OF GREENVILLE:

BY: \_\_\_\_\_

TOWNSHIP OF PYMATUNING:

BY: *Sam H. Urquhart*

TOWNSHIP OF SOUTH PYMATUNING:

BY: \_\_\_\_\_

TOWNSHIP OF SHENANGO:

BY: \_\_\_\_\_

TOWNSHIP OF JEFFERSON:

BY: \_\_\_\_\_

TOWNSHIP OF LACKAWANNOCK:

BY: \_\_\_\_\_

TOWNSHIP OF WEST SALEM:

BY: \_\_\_\_\_

TOWNSHIP OF COOLSPRING:

BY: \_\_\_\_\_

TOWNSHIP OF PERRY:

BY: \_\_\_\_\_

TOWNSHIP OF SALEM:

BY: \_\_\_\_\_

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TOWNSHIP OF OTTER CREEK:

BY: \_\_\_\_\_

TOWNSHIP OF LIBERTY:

BY: \_\_\_\_\_

TOWNSHIP OF SANDY CREEK:

BY: \_\_\_\_\_

BOROUGH OF SHEAKLEYVILLE:

BY: \_\_\_\_\_

CITY OF FARRELL:

BY: \_\_\_\_\_

BOROUGH OF WHEATLAND:

BY: \_\_\_\_\_