



CITY OF BETHLEHEM  
OFFICE OF THE CITY SOLICITOR

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INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Organized Crime Drug Enforcement Task Force Agreement between the City of Bethlehem Police Department and the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Narcotics Investigation and Drug Control

Date: October 30, 2024

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Attached for Council's consideration is a proposed Resolution and associated Organized Crime Drug Enforcement Task Force Agreement with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Narcotics Investigation and Drug Control.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor  
Chief Michelle Kott, Police Department

**RESOLUTION 2024-\_\_\_\_\_**

**AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT PURSUANT TO  
53 Pa. C.S.A. §2307 BY AND BETWEEN THE BETHLEHEM  
CITY POLICE DEPARTMENT AND THE  
COMMONWEALTH OF PENNSYLVANIA, OFFICE OF  
ATTORNEY GENERAL, BUREAU OF NARCOTICS  
INVESTIGATION AND DRUG CONTROL.**

WHEREAS, the City of Bethlehem is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”); and

WHEREAS, pursuant to Article 107 of the Codified Ordinances of the City of Bethlehem, the City established a Police Department (hereinafter referred to as “BPD”) which is responsible for all police services required for the protection of the residents of the City, along with Emergency Management; and

WHEREAS, the Commonwealth of Pennsylvania, Office of Attorney General (hereinafter referred to as “OAG”) has established the OAG Drug Task Force Program throughout Pennsylvania to coordinate narcotics investigation, enforcement and prosecution activities; and

WHEREAS, the Office of Attorney General Drug Task Force Program encourages joint participation and involvement of local and state law enforcement personnel in the investigation, apprehension, and prosecution of drug traffickers and drug trafficking organizations within the Commonwealth of Pennsylvania; and

WHEREAS, The Organized Crime Drug Enforcement Task Force (OCDETF) Program is a task force program that supplements the OAG Drug Task Force Program and is structured to afford the Office of Attorney General the opportunity to identify and investigate significant violators and/or organizations; and

WHEREAS, the OAG would like to form a partnership with the BPD and has invited the BPD to join its Organized Crime Drug Enforcement Task Force; and

WHEREAS, the BPD desires to enter into the Organized Crime Drug Enforcement Task Force Agreement attached hereto, (the “Agreement”) for the purpose of joining and participating in the Organized Crime Drug Enforcement Task Force; and

WHEREAS, the initial term of the Agreement shall become effective upon signature by both parties and shall end on December 31, 2024, after which the Agreement shall automatically renew for successive one (1) year terms unless terminated earlier in accordance with the terms of the Agreement; and

WHEREAS, the Agreement further addresses the manner and extent of funding the obligations of the Agreement, and the organizational structure and operational procedures necessary to implement the Agreement.

NOW THEREFORE BE IT RESOLVED, on this \_\_\_\_ day of \_\_\_\_\_, 2024, that the City Council of the City of Bethlehem, approves and ratifies the Intergovernmental Agreement attached hereto and that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute the same on behalf of the City of Bethlehem and its Police Department.

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

Rev. November. 2022

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL**

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE AGREEMENT**

**THIS AGREEMENT** is by and among the Commonwealth of Pennsylvania, Office of Attorney General (OAG), Bureau of Narcotics Investigation and Drug Control (BNIDC) and the Bethlehem City Police Department (Municipality).

**WHEREAS**, the Attorney General has established the OAG Drug Task Force Program throughout Pennsylvania to coordinate narcotics investigation, enforcement and prosecution activities, and

**WHEREAS**, The Organized Crime Drug Enforcement Task Force (OCDETF) Program is a task force program that supplements the OAG Drug Task Force Program and is structured to afford the Office of Attorney General the opportunity to identify and investigate significant violators and/or organization; and

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

1. **Recitals**

The above recitals are hereby incorporated as a material part of this Agreement.

2. **Definitions**

- a. “Task Force Activities” shall include only actions by a Task Force Officer acting within the scope of the assigned duties and responsibilities under this Agreement at the direction of the OAG.
- b. “Task Force Officers” are those individuals appointed as Task Force Officers pursuant to 71 P.S. § 732-201(c) and 42 Pa.C.S. § 8501 as evidenced by an appointment letter from the OAG and rostered to one or more OAG OCDETF.

3. **Term**

The initial term of this Agreement shall be effective upon signature by both parties and shall end on December 31, 2024. This Agreement shall automatically renew for successive one (1) year terms unless terminated earlier in accordance with Paragraph 8.

4. **Guidelines**

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 OAG Organized Crime Drug Enforcement Task Force Guidelines, which is incorporated herein by reference. Notwithstanding Paragraph 14, the OAG may amend the OAG Organized Crime Drug Enforcement Task Force Guidelines at any time by providing written notice of the changes.

5. **Municipality Coordinator**

The Municipality shall provide OAG with a name, address, phone number, and email address of a point of contact who will serve as the Municipality Coordinator. The Municipality shall update OAG immediately if there is a change to the Municipality Coordinator.

6. **Task Force Officers**

- a. Task Force Officers will report to their primary employer, Municipality, for personnel and administrative matters. Municipality shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees. OAG may provide Municipality overtime reimbursement in accordance with this Agreement. Task Force Officers shall

only be employees of OAG pursuant to 71 P.S. § 732-201(c) and 42 Pa.C.S. § 8501 when undertaking Task Force Activities. Municipality shall be an independent contractor and responsible for its own employees and for the acts of its employees when they are not participating in Task Force Activities.

- b. Municipal Police Officers must be appointed as Task Force Officers by the OAG through an appointment letter prior to participating in any Task Force Activities. Officers shall submit a completed and signed Roster Form to the OAG before participating in any Task Force Activities. Upon review and approval by the OAG, the Municipal Police Officer shall be appointed as a Task Force Officer as an employee of the OAG pursuant to 71 P.S. § 732-201(c) and shall be deemed to be acting on behalf of the OAG under 42 Pa.C.S. § 8501 when participating in Task Force Activities consistent with this Agreement.

7. **Liability**

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 or the governmental immunity of the Municipality.

8. **Termination.**

- a. Any Party may terminate its participation in the Task Force by giving 30 days' prior written notice.
- b. The OAG reserves the right to terminate the operation of the Task Force at

any time effective upon written notice to the Municipality if the OAG determines that it is in the interests of the Commonwealth to do so.

- c. Upon termination or expiration of this Agreement, all Parties shall return to the OAG any and all materials, documents, equipment or other items, or property owned by the OAG and held by any Party for the purposes of this Agreement. All Parties shall assist in bringing to an orderly conclusion all aspects of the Task Force, which has been terminated.
- d. Upon termination or expiration of this Agreement, the Municipality shall return to the OAG any equipment that was purchased using Task Force funding.

9. **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 the Task Force program. This provision shall not be construed to require disclosure of information expressly made confidential by another statute.

10. **Reports**

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

11. **Inspection and Audit**

The Municipality shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with generally accepted accounting principles. The Office of Attorney General

shall at all times have the right to access any records, books, papers, and accounts of the Task Force.

12. **Agreement Subject to Law**

The Parties shall be bound by all applicable state, federal, and local laws in carrying out the work of this Agreement.

13. **Entire Agreement**

This Agreement, including any attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior or contemporaneous written, oral or implied understandings, representations and agreements of the parties relating to the subject matter of this Agreement.

14. **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.

15. **Assignment**

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

16. **Governing Law**

This Agreement shall be construed in accordance with Pennsylvania law without respect to its conflict of laws provisions.

17. **Nondiscrimination Clause**

The Municipality shall comply with the Nondiscrimination clause, which is attached and hereby incorporated into and made part of this Agreement as Attachment 1. Reference in the provision to contractor shall mean the Municipality.

18. **Non-waiver**

OAG's failure to enforce any provision, or exercise any right or remedy, provided in this Agreement shall not be construed as a waiver by OAG of the provision, right, or remedy

19. **Survival**

The Parties obligations under Paragraphs 7, 8(c)-(d), 9, and 11 shall survive termination and expiration of this Agreement.

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

OFFICE OF ATTORNEY GENERAL

\_\_\_\_\_

\_\_\_\_\_  
DATE

Bethlehem City Police Department

\_\_\_\_\_

\_\_\_\_\_  
DATE

## ATTACHMENT 1 -NONDISCRIMINATION CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.