



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

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

Re: Northampton County Drug Task Force Agreement and Memorandum of Understanding with Participating Municipal Police Departments

Date: April 9, 2025

Attached for Council's consideration is a proposed Resolution and associated Northampton County Drug Task Force Agreement and Memorandum of Understanding with Participating Municipal Police Departments.

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 2025-_____

**AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT PURSUANT TO
53 Pa. C.S.A. §2307 BY AND BETWEEN THE CITY OF
BETHLEHEM AND CITY OF BETHLEHEM POLICE
DEPARTMENT AND THE NORTHAMPTON COUNTY
DISTRICT ATTORNEY DRUG TASK FORCE.**

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 District Attorney of Northampton County (the “NCDA”) formed a county-wide Drug Task Force for the purpose of combating illegal drugs in a unified and coordinated manner in Northampton County; and

WHEREAS, it is in the mutual interest of the Northampton County Drug Task Force and the participating municipalities in Northampton County to pool their efforts, share their intelligence and consolidate their operations in combating illegal drugs in a unified and coordinated manner in Northampton County; and

WHEREAS, the City and BPD desire to enter into the Northampton County Drug Task Force Agreement and Memorandum of Understanding with Participating Municipal Police Departments attached hereto, (the “Agreement”) for the purpose of participating in the Northampton County Drug Task Force by the assignment of an officer(s) of BPD on duty to assist said Northampton County Drug Task Force; and

WHEREAS, the City and BPD’s involvement in the Agreement shall become effective when approved by the City and the NCDA and shall continue until terminated by the City or NCDA upon a 30-day written notification to the other party, or in the event of a claimed default of the terms of the Agreement in ten (10) days, by giving a ten (10) day prior written notice to the other party.

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 _____, 2025, 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 _____, 2025.

President of Council

ATTEST:

City Clerk

RECITALS

WHEREAS the promulgation of this Memorandum of Understanding and its guidelines shall be deemed to be a request by the Northampton County District Attorney for the assistance of all responding municipal police officers pursuant to the Municipal Police Jurisdiction Act, 42 Pa.C.S.A. § 8953(A)(2)(iii). Therefore, any and all Northampton County Drug Task Force activity undertaken by Northampton County Municipal police officers pursuant to 42 Pa.C.S.A. § 8953(A)(2)(iii) shall thus be covered by the hold harmless aspect of the Municipal Police Jurisdiction Act 42 Pa.C.S.A. § 8953(D).

WHEREAS the guidelines set forth in this Memorandum of Understanding shall control all Northampton County Drug Task Force activity.

WHEREAS the District Attorney of Northampton County formed a county-wide Drug Task Force for the purpose of combating illegal drugs in a unified and coordinated manner in Northampton County: and

WHEREAS in 1996, said Drug Task Force has been in continuous operation since that time and that various other municipalities within Northampton County have participated in the Drug Task Force; and,

WHEREAS the Pennsylvania Office of Attorney General has formulated guidelines for the operation of District Attorney controlled and supervised Drug Task Forces; and,

WHEREAS it is in the mutual interest of the Northampton County Drug Task Force and the participating municipalities in Northampton County to pool their efforts, share their intelligence and consolidate their operations in combating illegal drugs in a unified and coordinated manner in Northampton County; and,

WHEREAS it is necessary that all Municipalities, law enforcement agencies, and officers engaged in Drug Task Force operations exercise County wide law enforcement powers and be available to work in a Municipality where they are not readily identifiable as police officers, e.g., in a Municipality other than their employing jurisdiction; and,

WHEREAS the Municipality and its Police Department/Chief of Police desires to participate in the Drug Task force by the assignment of an officer(s) (hereinafter referred to as “Officer”, whether single or plural) of said Municipality’s Police Department on duty to assist said County’s Drug Task Force in order to assist the County-wide Drug Task Force (hereinafter referred to as “Task Force”);

WHEREAS, the Office of Northampton County District Attorney shall designate a County Detective to supervise the day-to-day operations and all administrative functions of the Drug Task Force; in addition, the Northampton County District Attorney shall designate other District Attorney assets including additional county detectives, legal staff, and administrative staff to assist the supervising County Detective in fulfilling his duties and responsibilities.

WHEREAS the Northampton County and the Northampton County District Attorney's Office shall be responsible for Drug Task Force administrative and operational expenses, with the exception of the regular salary for the Officers of the Municipality who volunteer for Task Force Duty.

NOW, THEREFORE, in reliance of the foregoing Recitals, and in consideration of the mutual promises contained herein, the Parties intending to be legally bound, hereby agree as follows:

1. GENERAL GOALS AND POLICIES

For purposes of this Policy, "Municipal Police Officer" is defined pursuant to 42 Pa.C.S.A. § 8951, *et seq.*

It is the goal of the Northampton County Drug Task Force to establish highly responsive and well-trained drug investigators who will be utilized throughout

Northampton County to respond to the general drug law enforcement needs of the County.

The cooperative Drug Task Force operations with the support of participating Municipal Police Departments will be designated and authorized for both street-level operations and operations involving large volume traffickers.

The failure of any Task Force member to obtain any required private approval for drug interdiction, or any member who engages in investigative and operational activity outside of the Northampton County Drug Task Force shall render that Task Force participant and the Municipal Police Department from any protections and liability coverage provided under this Memorandum of Understanding.

2.TERM

This Agreement shall become effective when approved by the District Attorney and Municipality and may be terminated by agreement at any time without cause by thirty (30) day notice in writing to the other party, or in the event of a claimed default of the terms of this agreement in ten (10) days, by giving a ten (10) day prior written notice to the other party.

3. MUNICIPALITY PARTICIPATION

Municipality agrees to assign an officer, subject to the approval of the District Attorney, to the Task Force on a part-time basis for a period mutually agreed upon, from the date of the signing of this Agreement. Said Officer is assigned on a full and/or part-time basis, and he or she will be available at the request of the Task Force supervisor (but if at any time during the term of this Agreement, the officer is not required by the Task Force to be so engaged, he/she will be available for regular duties with the police department of said Municipality). Whenever an Officer is assigned to the Task Force, and is required to perform duties which would obligate his or her employing Municipality to compensate said Officer on an overtime basis, said Officer will only be authorized to do so with the express advance approval of the County Detective supervising the Drug Task Force. Where overtime is approved by the County Detective supervising the Drug Task Force, the Municipality will be reimbursed for said overtime compensation by the Drug Task Force from the operational funds/grant monies received by the County from the Attorney General of the Commonwealth of Pennsylvania.

4. DISTRICT ATTORNEY PARTICIPATION

The Northampton County District Attorney shall be the director of all Drug Task Force operations and the program itself.

The District Attorney agrees to make available one full-time County Detective who shall be the general manager and/or operational supervisor for the Task Force operations. The Supervising County Detective shall be the equivalent of the chief operating officer for all Drug Task Force operations and the performance of the Task Force administrative duties.

The District Attorney also agrees to assign administrative employees who shall support Task Force duties including the areas of logistical, legal and administrative manpower and support from within the District Attorney's Office which shall include but not be limited to the following:

- A. Providing facilities to house the Task Force unit.
- B. Training Task Force members as it relates to Drug Investigations.
- C. Providing specialized equipment including vehicles and communication devices necessary for Drug Task Force operations.
- D. The issuance of credentials.

It is also anticipated that the Task force shall be comprised of both full-time Police Officers assigned to the Task Force by various County Municipalities and part-time Drug Task Force Officers.

5. MUNICIPALITY PARTICIPATION

The District Attorney has agreed to appoint and the Municipality and its Chief of Police has agreed to assign at least one full and/or part-time officer from the Municipality's Police Department who shall be approved by the Supervising County Detective of the Drug Task Force, and that Officer will have, but only while actually engaged in his/her assigned work as a Task Force Officer, county-wide police powers. The County-wide police powers conferred upon said Officer upon his/her admission to the Task Force will expire upon the expiration of this Agreement and any extension or extensions thereof. The County will provide said Officer with whatever special equipment and prosecutorial support from the Office of the District Attorney of Northampton County which he/she will need while so engaged in the work of said Task Force. In addition, the County will make available such specialized training, as it is able to said Officer regarding drug law enforcement, electronic or other types of surveillance and Task Force operations during his/her tenure with the Task Force. Said Officer while working on Task Force business will be under the command of the Supervising County Detective and the other chain of command established by the Drug Task Force as designated by the Supervising County Detective.

6. COMPENSATION OF TASK FORCE OFFICERS

It is agreed by the participating Municipal Police Department that at all times when a participating Police Officer is engaged in the work of the Drug Task Force, that the Municipal Police Department will continue to be the employing agency for said Officer responsible for the compensation of said Officer for the time spent on Task Force duties at the Officer's established rates for regular or overtime work within said Municipality. Further, the as the Municipality shall be the sole and exclusive employer for said Officer, while the Officer is engaged in Task Force duties, the Municipality will also continue to provide all employment benefits, including but not limited to, the Officer's normal pension benefits, medical benefits, workers compensation coverage, unemployment benefits and liability insurance coverage that it provides to said Officer when engaged in police work in and for the Officer's Municipality.

The Northampton County District Attorney, the Northampton County Drug Task Force, and the County of Northampton shall not incur any liabilities for any of the above stated employment benefits of said Officer while the Officer is engaged in Task Force activities.

However, with regard to overtime work completed while engaged in Drug Task Force activities, the Drug Task Force shall reimburse the Municipality for

overtime compensation so long as the overtime service has been pre-approved by the Supervising County Detective. It is anticipated that such approved overtime shall be paid out the grant funds provided to the District Attorney from the Pennsylvania Attorney General for Northampton County Drug Task Force operations.

7. ASSETS FROM TASK FORCE ACTIVITIES

It is anticipated that monies, property, equipment, and the proceeds thereof, will be forfeited to the Office of the District Attorney as the result of Task Force law enforcement activities, and that said monies and equipment will, in accordance with the law, be available for use in the drug law enforcement efforts of said Task Force, including, but not limited to, the purchase of specialized equipment, buy money and specialized training. In the sole discretion of the District Attorney, said assets will be shared with Municipalities participating in said Task Force for use in their efforts in drug law enforcement; or to reimburse, for such items as overtime while a member of the Task Force is engaged in Task Force duties as permitted under this agreement.

The participating Municipal Police Department acknowledges and understands its duties and responsibilities with regard to the forfeiture of assets generated by Drug Task Force operations. Further, the Municipal Police

Department understands that any assets forfeited under the Drug Forfeiture Act, must be done in cooperation with the Northampton County District Attorney's Office as under Commonwealth statute, the Northampton County Drug Task Force through the Northampton County District Attorney's Office is the only law enforcement agency permitted to file, pursue, and obtain title to property seized by any County law enforcement agency related to the seizure of property or the proceeds of property generated from illegal drug activity.

8. INSURANCE

Northampton County provides liability insurance for the Office of the District Attorney Office County in the form of Law Enforcement Professional Liability Insurance coverage for Task Force activities. Further, it is the understanding of the parties to this Agreement that such insurance coverage shall also include the Officer(s) of the Municipality who participate as member of the County-wide Northampton County Drug Task Force while they are engaged in Task Force duties.

The Municipality is recommended to continue to maintain appropriate liability insurance for the Municipality and its Officers.

The Municipality shall continue to be responsible for any alleged Worker's Compensation injuries and related claims under Pennsylvania's Worker's

Compensation Act related to injuries allegedly occurring during Task Force activities.

9. COVENANTS, REPRESENTATIONS AND WARRANTIES

The District Attorney covenants, represents and warrants that his Office is in compliance with all applicable federal, state and local laws, especially but without limitation to, all statutes, ordinances, rules and regulations governing any and all federal and state funding of this Agreement;

10. SEVERABILITY

This Agreement shall not be waived, modified or terminated except in writing, executed by authorized parties. No waiver of the breach of any term or condition of this Agreement shall be deemed to constitute the waiver of any other breach of the same or any other term or condition.

11. DEFAULT

Any breach of performance, of any covenant; representation, warranty or condition as set forth in the Agreement shall constitute a default under this Agreement, and shall at the instance of the non-defaulting party, cause a termination of said Agreement.

12. LEGAL CONSTRUCTION

In case any one of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement and the Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained in it.

13. GOVERNING LAW

The within Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the laws of the United States of America, if applicable.

14. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes any and all prior understanding, either oral or written, respecting the within subject matters. The Recitals stated at the beginning of this Agreement are an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals
the day and year first above written.

ATTEST:

OFFICE OF THE DISTRICT ATTORNEY

DATE: _____, 20____

BY: _____
Stephen G. Baratta, District Attorney

ATTEST:

MUNICIPALITY

George Yasso, Controller

BY: _____
J. William Reynolds, Mayor [Print]

MUNICIPALITY POLICE DEPARTMENT

BY: _____
Chief Michelle Kott [Print]

DATE: _____, 20____