

ORDINANCE NO. 401 OF 2013

**AN ORDINANCE ESTABLISHING AUTHORITY AND A FEE FOR THE USE OF THE PITSTON TOWNSHIP
POLICE DEPARTMENT'S DRUG SNIFFING DOG BY OTHER LAW ENFORCEMENT ENTITIES**

WHEREAS, the Pittston Township Police Department ("the Department") has a drug sniffing dog;

WHEREAS, the Department has implemented and established a drug sniffing dog program which includes the employ of a certified dog handler;

WHEREAS, other law enforcement agencies have expressed an interest in and have requested permission to utilize the drug sniffing dog of the Department for law enforcement purposes;

WHEREAS, the Department will incur various expenses if it allows other law enforcement agencies to utilize its drug sniffing dog under the supervision of the Department's certified dog handler;

WHEREAS, the Board of Supervisors of Pittston Township recognizes the importance and value a drug sniffing dog could add to a law enforcement agency in detecting, limiting and controlling the serious drug crimes that are occurring in the Township and throughout the surrounding communities;

WHEREAS, the Board of Supervisors of Pittston Township agrees to allow other law enforcement agencies to utilize the Department's drug sniffing dog under the supervision of the Department's certified dog handler in exchange for the payment of a fee to cover the expenses incurred by the Department;

NOW THEREFORE, the Board of Supervisors of Pittston Township does hereby agree to allow other law enforcement agencies to utilize the Department's drug sniffing dog under the supervision of the Department's certified dog handler only in exchange for a fee of \$75.00 per day (one 8 hour shift only) plus mileage, said mileage being reimbursable at the rate established by the Internal Revenue Service (IRS), as modified annually.

If a law enforcement agency granted use of the Department's drug sniffing dog utilizes the dog in excess of 8 hours on any day, an additional \$75.00 fee shall be due and owing to the Township for said services.

All fees and expenses imposed by this Ordinance shall be due and promptly payable to Pittston Township by the law enforcement agency that utilizes the Department's drug sniffing dog under the supervision of the Department's certified dog handler. Said fees and expenses shall be payable by the borrowing law enforcement agency to Pittston Township regardless of whether any criminal arrests and/or convictions result from the agency's use of the Department's drug sniffing dog.

The only purposes for which the Department's drug sniffing dog may be provided to and utilized by other law enforcement agencies is for legitimate crime detection, crime deterrent and crime preventative measures. Under no circumstances is the Department authorized to allow any other person(s) and/or entity to utilize the Department's drug sniffing dog. Under no circumstances is the Department's drug sniffing dog to be utilized by anyone unless the dog is at all times under the control and supervision of the Department's certified dog handler.

RESOLVED and ENACTED, this 15 day of April, 2013.

Attest:



John A. Bonita



Ronald Marcellini



Joseph Adams



Stephen Rinaldi

AGREEMENT

This is an Agreement entered into on _____ between the Pittston Township Police Department ("the Department") and _____, for the temporary provision of a drug sniffing dog by the Department under the supervision of Department's certified dog handler for law enforcement use by _____.

WHEREAS, the Department has a drug sniffing dog;

WHEREAS, the Department has implemented and established a drug sniffing dog program which includes the employ of a certified dog handler;

WHEREAS, _____ has requested permission to utilize the drug sniffing dog of the Department for law enforcement purposes;

WHEREAS, the Department will incur various expenses if it allows other law enforcement agencies to utilize its drug sniffing dog under the supervision of the Department's certified dog handler;

WHEREAS, the Department recognizes the importance and value a drug sniffing dog could add to a law enforcement agency in detecting, limiting and controlling the serious drug crimes that are occurring in the Township and throughout the surrounding communities;

WHEREAS, the Department agrees to allow _____ to utilize the Department's drug sniffing dog under the supervision of the Department's certified dog handler only in exchange for the payment of a fee to cover the expenses incurred by the Department;

NOW THEREFORE, the parties agree as follows:

1. The Department will provide its drug sniffing dog under the supervision of the Department's certified dog handler only to _____ in exchange for the payment of a fee of \$75.00 per day (one 8 hour shift only, or less) plus mileage, said mileage being reimbursable at the rate established by the Internal Revenue Service (IRS), as modified annually. The \$75.00 fee applies for any period services were provided by the Department's dog and its certified handler for up to 8 hours in any one day.
2. If _____ uses the Department's drug sniffing dog in excess of 8 hours on any day, an additional \$75.00 fee shall be due and owing to the Township for said services.
3. All fees and expenses payable by _____ under this Agreement to the Department shall be due and promptly payable within 20 days of the date the services of the dog and its handler were provided. Said fees and expenses shall be

promptly payable regardless of whether any criminal arrests and/or convictions result from the agency's use of the Department's drug sniffing dog.

4. The only purposes for which the Department's drug sniffing dog may be utilized by _____ is for legitimate crime detection, crime deterrent and crime preventative measures.

5. Under no circumstances and at no time is the Department's drug sniffing dog to be utilized by _____ unless the dog is at all times under the control and supervision of the Department's certified handler.

6. The parties specifically acknowledge that the Department's drug sniffing dog and its certified handler may not be available at all times to provide the services contemplated by this Agreement and as such, the Department can only provide the services requested by _____ when the dog and its handler are available.

Intending to be legally bound, the parties hereto acknowledge that they have read this Agreement and they understand the terms set forth herein, and they have signed below without any reservation or undue influence.

BY:

Police Chief, Pittston Township Police Department